

## **LEASE AGREEMENT**

THIS LEASE AGREEMENT (this "Agreement") made and entered into on this \_\_\_\_ day of \_\_\_\_\_, 2025, by and between LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT (hereinafter referred to in the singular as "LFUCG"); LEXINGTON FAYETTE URBAN COUNTY GOVERNMENT PUBLIC FACILITIES CORPORATION (hereinafter referred to in the singular as "Public Facilities Corporation") and REPUBLIC SERVICES OF KENTUCKY, LLC, (hereinafter referred to as "Republic").

### WITNESSETH:

WHEREAS, LFUCG and REPUBLIC have entered into a Waste Supply and Disposal Agreement (the "Disposal Agreement") dated on \_\_\_\_\_ herewith for the purpose of supply and disposal of solid waste, as defined and set out in more particularity therein, and

WHEREAS, pursuant to the Disposal Agreement, LFUCG desires to designate a permanent transfer station site, shown as parcel 1A on Plat Cabinet J- Slide 865 and on Exhibit "A", attached hereto (the "Premises"), which REPUBLIC will lease from LFUCG to operate a transfer station (the "Transfer Station"), certain easements also identified on Exhibit "A" (the "Easements"), and the right of access to the Central Access Area, the Scale House Area, and the Storage Area (as those terms are defined herein) also identified on Exhibit "A", which LFUCG will grant to REPUBLIC to provide access to the Transfer Station (together the Premises, the Easements, the Transfer Station, the Central Access Area, the Scale House Area, and the Storage Area shall be referred to as the "Facilities"), and

WHEREAS, LFUCG and REPUBLIC are desirous of clarifying and setting out additional terms by which REPUBLIC will lease the Facilities and operate the Transfer Station by way of this Agreement.

NOW THEREFORE, in consideration of the foregoing and the terms and conditions hereinafter set out, LFUCG does hereby lease and demise the Facilities to REPUBLIC upon the following terms:

1 . Lease and Easements.

1.1 Lease. LFUCG does hereby let, lease and demise to REPUBLIC, for exclusive use as a solid waste transfer station and activities related thereto, the Premises, which is the area identified as 1A on Plat Cabinet J – Slide 865 and shown in blue on Exhibit "A," attached hereto and made a part hereof by reference.

1.2 Western Access Easements. LFUCG has designated and hereby grants to REPUBLIC access easements from Old Frankfort Pike west of the Premises (the "Western Access Easements") as shown in yellow on Exhibit "A". REPUBLIC's use of the Western Access Easements shall be non-exclusive and shall be limited to access to the Premises by personal vehicles of employees of REPUBLIC and its contractors and truck trailers which haul Waste to the Transfer Station. The Western Access Easements shall remain open to passage and use by vehicular traffic and there shall be no parking within the Western Access Easements. Stacking, standing or staging of vehicles within the Western Access Easement is prohibited, except as deemed necessary by LFUCG for REPUBLIC to carry out the requirements of the Disposal Agreement during the business hours of the Transfer Station.

LFUCG shall be entitled to use the Western Access Easements, but such use shall not impede the operation of the Transfer Station or the flow of traffic to it, nor shall such use materially affect the maintenance requirements for the Western Access Easements.

1.3 Eastern Access Easements. LFUCG has designated and hereby grants to REPUBLIC access easements from Old Frankfort Pike along the eastern boundary of the Premises

(the "Eastern Access Easements) as shown in green on Exhibit "A". REPUBLIC's use of the Eastern Access Easements, which run along a portion of the existing Sanitary Sewers Road (Jimmie Campbell Dr.), shall be non-exclusive and shall be limited to access to the Premises by personal vehicles of employees of REPUBLIC and its contractors and truck trailers which haul Waste from the Transfer Station to the Disposal Site. The Eastern Access Easements shall remain open to passage and use by vehicular traffic and there shall be no parking within the Eastern Access Easements. Stacking, standing or staging of vehicles within the Eastern Access Easement is prohibited, except as deemed necessary by LFUCG for REPUBLIC to carry out the requirements of the Disposal Agreement during the business hours of the Transfer Station.

LFUCG shall be entitled to use the Eastern Access Easements, but such use shall not impede the operation of the Transfer Station or the flow of traffic to it, nor shall such use materially affect the maintenance requirements for the Eastern Access Easements.

1.4 Central Access Area. The LFUCG Public Facilities Corporation is a party to this Lease Agreement and executes this instrument to consent to, upon written request by REPUBLIC, designate and grant to REPUBLIC the right of access from Old Frankfort Pike west of the Premises as shown in red on Exhibit "A" (the "Central Access Area"). To the extent that the Central Access Area also enters the property of LFUCG, LFUCG also designates and grants to Republic the right of entry from Old Frankfort Pike west of the Premises as shown in red on Exhibit "A".

The Central Access Area is described herein as: beginning at the property corner between #1515 and #1501 Old Frankfort Pike and running South 79 degrees, 29 minutes East for 42.5 feet, thence North 10 degrees, 35 minutes East for 305.25 feet, thence North 59 degrees, 19 minutes

West for 42.75 feet, thence South 11 degrees, 0 minutes West for 320 feet to the point of beginning, containing 12,923 square feet, more or less.

REPUBLIC's use of the Central Access Area shall be non-exclusive and shall be limited to access from the Premises by personal vehicles of employees of REPUBLIC and its contractors and truck trailers which haul Waste from the Transfer Station to the Disposal Site. The Central Access Area shall remain open to passage and use by vehicular traffic and there shall be no parking within the Central Access Area. Stacking, standing or staging of vehicles within the Central Access Area is prohibited, except as deemed necessary by LFUCG for REPUBLIC to carry out the requirements of the Disposal Agreement during the business hours of the Transfer Station.

Notwithstanding the maintenance responsibilities provided in Section 3, REPUBLIC shall be responsible for any and all costs associated with any renovations necessary to allow REPUBLIC to utilize the Central Access Area. Any renovation shall be subject to the prior written approval of the Commissioner, which approval shall not be unreasonably withheld. LFUCG shall be entitled to use the Central Access Area, but such use shall not impede the operation of the Transfer Station or the flow of traffic to it, nor shall such use materially affect the maintenance requirements for the Central Access Area.

1.5     Scale House Area.     LFUCG has designated and hereby grants to REPUBLIC the right of access to the Scale House Area as shown in purple on Exhibit "A". The Scale House Area is described herein as: beginning at the northeastern property corner #1515 Old Frankfort Pike and running North 59 degrees, 21 minutes, 16 seconds West for 237.3 feet; thence North 67 degrees, 7 minutes, 6 seconds West for 84.2 feet; thence South 22 degrees, 14 minutes West for 43 feet; thence South 69 degrees, 5 minutes East for 319 feet to the point of beginning, containing 8,207 square feet, more or less.

REPUBLIC's use of the Scale House Area shall be non-exclusive and shall be limited to access to the Premises, by personal vehicles of employees of REPUBLIC and its contractors and empty truck trailers which haul Waste from the Transfer Station to the Disposal Site. The Scale House Area shall remain open to passage and use by vehicular traffic and there shall be no parking within the Scale House Area. Stacking, standing or staging of vehicles within the Scale House Area is prohibited, except as deemed necessary by LFUCG for REPUBLIC to carry out the requirements of the Disposal Agreement during the business hours of the Transfer Station.

1.6 Storage Area. LFUCG has designated and hereby grants to REPUBLIC the use of the Premises (the "Storage Area") as shown in purple on Exhibit "A". The Storage Area is described herein as: beginning at the southeastern property corner #1505 Old Frankfort Pike and running North 77 degrees, 26 minutes West for 106.53 feet, thence North 11 degrees, 14 minutes East for 90 feet, thence North 38 degrees, 15 minutes West for 41.38 feet, thence South 10 degrees, 35 minutes West for 225.25 feet, thence South 79 degrees, 43 minutes East for 219.9 feet, thence North 10 degrees, 35 minutes East for 104.4 feet, thence North 80 degrees, 16 minutes West for 83.25 to the point of beginning, containing 26,355 square feet, more or less.

REPUBLIC's use of the Storage Area shall be non-exclusive. LFUCG shall be entitled to use the Storage Area, but such use shall not impede the operation of the Transfer Station or the flow of traffic to it, nor shall such use materially affect the maintenance requirements for the Storage Area.

1.7 Use of Facilities. In addition to the limitations on the use of the Facilities as otherwise provided in the Lease, the use of the Facilities by REPUBLIC shall be limited to only those uses which directly support the operations of the Transfer Station and compliance by REPUBLIC with the terms of the Lease and the Disposal Agreement.

2. Transfer Station Operation. REPUBLIC shall maintain and operate the Transfer Station for the term hereinafter specified for the purpose of receiving Waste, REPUBLIC shall not permit any Waste to remain on the floor or on the ground outside the Transfer Station overnight and shall not permit any Waste to remain on the Premises overnight. The Transfer Station shall be operated by REPUBLIC, for LFUCG, in accordance with the terms of the Disposal Agreement and all applicable federal, state and local law and regulation. The Premises shall only be used by REPUBLIC as a transfer station for waste handling in accordance with the terms of the Disposal Agreement.

3. Maintenance of Facilities. In addition to the maintenance requirements provided herein, REPUBLIC shall keep and maintain the Facilities at all times during the term hereof in good order and repair (reasonable wear and tear excepted) and shall be responsible for all maintenance of the Facilities. REPUBLIC will provide, manage, and maintain all equipment in or on the Facilities. REPUBLIC will assume responsibility for the routine maintenance and repairs, security, odor control, snow/ice removal, and litter abatement of the Facilities. REPUBLIC must keep the Facilities in compliance with all applicable codes and regulations.

REPUBLIC shall include in the monthly report a summary of any damage and repairs to the Facilities. Any significant damage or accidents shall be reported to LFUCG within 24 hours. LFUCG will conduct weekly inspections and note areas of concern and deficiencies. Failing to address an issue raised by LFUCG may result in default or LFUCG correcting the item and charging REPUBLIC for any and all expenses. REPUBLIC and LFUCG will conduct an initial walk-through and inventory at the beginning of the lease term. At the end of the lease term, REPUBLIC shall return the Facilities and equipment located thereon to LFUCG in the same condition as accepted at the beginning of the lease term.

Repairs or improvements to the facility that exceed \$20,000 will be considered Capital Repairs. LFUCG will be responsible for the cost of Capital Repairs. Notwithstanding the foregoing sentence, a repair that exceeds \$20,000 shall be the responsibility of REPUBLIC if caused, in whole or in part, by REPUBLIC's delay or failure to perform routine maintenance.

4. Storm Water. REPUBLIC agrees to maintain any existing storm water facilities, including any retention basin, water quality basin, or other such facility currently located on the Premises, and further hereby specifically agrees to install at its sole expense any other storm water facilities necessary to comply with any applicable local, state, or federal laws and/or regulations related to storm water originating on or from the Premises.

5. Landscaping. REPUBLIC shall maintain existing landscaping, including all buffer trees, currently within the Facilities. REPUBLIC shall replace all damaged and dead trees with the size and species as provided in the most recent LFUCG Planting Manual.

6. Term. Unless terminated earlier pursuant to Section 20 herein, the term of this Agreement shall commence on July 1, 2025, and shall continue in full force and effect until June 30, 2028. This Agreement may be extended by mutual agreement of the Parties for two additional three-year terms, under the same terms and conditions as provided herein and in the Disposal Agreement. The Parties must provide notice to the other that it intends to exercise its part of the mutual option on or before ninety (90) days before the existing term is due to expire. The Parties may only extend for one additional three-year term at a time. The term of this Agreement corresponds directly to the Disposal Agreement.

7. Payments. LFUCG shall pay to REPUBLIC during the term of this Agreement fees and reimbursements as provided for, and on the schedule set out, in the Disposal Agreement. REPUBLIC shall pay to LFUCG host fees as provided for, and set out in the Disposal Agreement.

8. Taxes. REPUBLIC shall pay all applicable taxes or assessments on its use of the Transfer Station and equipment used in conjunction with the Transfer Station but reserves the right to contest any such levy or assessment.

9. Utilities and Service. The parties agree that all necessary utilities required by REPUBLIC for the operation of the Transfer Station are at or in close proximity to the boundary of the Premises. LFUCG hereby grants to REPUBLIC the right to construct, at its cost, access to any such utilities across LFUCG property, subject to the approval of the Commissioner, which shall not be unreasonably refused. Likewise, REPUBLIC agrees to allow LFUCG to construct utility pipelines and wirelines on or through the Premises, which shall not interfere with the operation of the Transfer Station, subject to REPUBLIC's prior written approval, which shall not be unreasonably refused. REPUBLIC shall pay for all utilities and services used or consumed at the Transfer Station during the term of this Agreement.

10. Signage. REPUBLIC shall provide reasonable signage to identify the Transfer Station, its operator, hours of operation, emergency phone number, ingress and egress points, subject to the approval of the Commissioner, which approval shall not be unreasonably refused, and further subject to requirements of the Zoning Ordinance as to type, size, content and location.

11. Hours of Operation. REPUBLIC shall keep the Transfer Station open to receive Waste at all times during the hours required by the Disposal Agreement.

12. Insurance. The Insurance Provisions of RFP No. 45-2024 are incorporated herein by reference as if fully stated.

13. Indemnification.



12.1 The Risk Management Provisions of RFP No. 45-2024 are incorporated herein by reference as if fully stated. Copies of the required Certificates of Insurance shall be provided to LFUCG as required therein.

14. Condition of the Transfer Station; Scales.

(a) REPUBLIC shall maintain the Transfer Station and scales in good order, condition, and repair at all times at its own expense. Without limiting the generality of the foregoing, REPUBLIC agrees to keep all exterior surfaces of the improvements clean; to keep the inside and outside of all glass in the doors and windows of the improvements clean; to replace promptly with like kind and quality any plate or window glass which may become cracked or broken; to maintain the improvements in a sanitary condition, free of insects, rodents, vermin, and other pests; to keep the Transfer Station free from accumulation of garbage, trash, rubbish, and other refuse, and to provide trash rooms, containers and receptacles therefore to avoid and prevent any objectionable odors; and generally to occupy the Transfer Station and conduct its business in a clean dignified, and orderly manner in accordance with high standards. REPUBLIC agrees that LFUCG and/or any representative designated by it shall have the right, at all reasonable times, to inspect and examine the Transfer Station. REPUBLIC agrees to correct any deficiency within ten (10) days (or a reasonable time if such deficiency is not correctable within ten days) after written notice to it from LFUCG.

(b) REPUBLIC shall regularly calibrate the scales consistent with industry standards.

15. Casualty Damage. In the event that all or any portion of the improvements on the Transfer Station are damaged or destroyed by fire or other casualty, REPUBLIC shall promptly repair or replace the improvements and restore them to as good a condition as existed before the

damage. Any insurance proceeds payable to LFUCG or REPUBLIC shall be made available to REPUBLIC for the purpose of replacement or repair.

16. Covenants of LFUCG. LFUCG warrants and covenants to REPUBLIC the following, each of which is deemed a material inducement for the execution of this agreement:

(a) The LFUCG has fee simple title to the Facility and full right, power and authority to enter into this Agreement.

(b) The LFUCG will keep REPUBLIC in full, complete and peaceful possession of the Facility during the existence of this Agreement, so long as REPUBLIC is not in default of this Lease Agreement nor the Disposal Agreement.

17. Equipment. REPUBLIC may install any equipment and fixtures at the Facility it deems necessary or desirable for the conduct or operation of its business. REPUBLIC may, within thirty (30) days after termination or cancellation of this Agreement, remove any rolling stock, vehicles and equipment not attached to the Facility so as to make them a fixtures, so long as the removal does not damage the structure of the Facility.

18. Remodeling. At any time from time to time, REPUBLIC, at its sole cost and expense, may remodel the interior of the improvements as it deems necessary or convenient for the conduct of its operation subject to the prior written approval of the Commissioner, which approval shall not be unreasonably withheld.

19. Disposal Agreement. The Disposal Agreement and all incorporated documents thereto are incorporated herein by reference. Terms which are capitalized in this Agreement and which are not specifically defined herein shall have the meanings ascribed to them in the Disposal Agreement.

20. Termination. Either party may terminate this Agreement upon an Event of Default under this Agreement and failure to cure pursuant to Section 22 below by the other party.

21. Default. For purposes of this Agreement, an Event of Default with respect to either party shall exist if any of the following events occur: (i) such party breaches or otherwise fails to observe any of the material terms or provisions of this Agreement; (ii) such party shall breach any material covenants, representations, or warranties in this Agreement; (iii) REPUBLIC becomes bankrupt, insolvent, or makes an assignment for the benefit of creditors; or (iv) an Event of Default under the Disposal Agreement occurs.

22. Obligation to Cure Default. Prior to a party exercising its termination rights pursuant to Section 20, the non-defaulting party shall notify the defaulting party of the default. Each party shall in the case of any default of its obligations under this Agreement either (i) cure the default within thirty (30) days of receipt of written notice from the non-defaulting party, or (ii) continuously demonstrate within such cure period that it is actively and continuously pursuing a course of action that can reasonably be expected to lead to a curing of the default (the thirty (30) day period will be extended for so long as the defaulting party is actively and continuously pursuing such a course); provided, however, that in the event of the failure of any party to pay the other party any sum required to be paid when due hereunder, cure shall consist of payment which shall be made within fifteen (15) days of written demand from the non-defaulting party, together with interest accruing at the legal rate from the date payment was due.

Nothing contained in this Lease Agreement shall prohibit LFUCG from contracting with any other Person for the transfer or disposal of LFUCG Waste from the Transfer Station, including terminating this Lease Agreement and leasing the Premises to that Person, without providing the right to cure, should REPUBLIC, through its breach of this Agreement, fail to ensure continuity

of its waste disposal services, until such time as continuity of waste disposal services is ensured by REPUBLIC.

23. Notices. Any written notice required herein shall be sufficient if sent by certified mail to the following:

(a) LFUCG: Commissioner of Environmental Quality & Public Works  
Lexington Fayette Urban County Government  
200 East Main Street  
Lexington, Kentucky 40507

WITH A COPY TO:

(b) REPUBLIC: Republic Services of Kentucky, LLC  
451 Conway Court  
Lexington, KY 40511  
Attn: General Manager

Republic Services of Kentucky, LLC  
c/o Republic Services, Inc.  
18500 N Allied Way  
Phoenix, AZ 85054  
Attn: Chief Legal Officer

24. Non-Waiver. Each act of default by either LFUCG or REPUBLIC shall be a separate occurrence, and waiver or extension of time to cure same on one occasion shall not be deemed a waiver or extension of any subsequent default.

25. Recording. On even date herewith, the parties shall execute a Memorandum of Lease, in the form attached as Exhibit "B" and made a part hereof by reference, for the purpose of recordation. All costs associated with the recordation of the Memorandum of Lease shall be paid by REPUBLIC.

26. Entire Agreement. This Agreement and the Disposal Agreement constitute the entire agreement between LFUCG and REPUBLIC and this Agreement may be altered or amended only by written agreement of both.

27. Binder. This Agreement shall be binding on the successors and assigns of both LFUCG and REPUBLIC.

IN WITNESS WHEREOF, parties have hereunto affixed their names, the day and year first above written, provided, however, that the Lexington Fayette Urban County Government

Public Facilities Corporation has signed only for the purposes set out in paragraphs 1.4 and 1.5, above.

**ATTEST:**

**LEXINGTON-FAYETTE URBAN COUNTY  
GOVERNMENT**

By: \_\_\_\_\_  
COUNCIL CLERK

By: \_\_\_\_\_  
Its: \_\_\_\_\_

**ATTEST:**

**LEXINGTON FAYETTE URBAN COUNTY  
GOVERNMENT PUBLIC FACILITIES  
CORPORATION**

By: \_\_\_\_\_  
COUNCIL CLERK

By: \_\_\_\_\_  
Its: \_\_\_\_\_

**REPUBLIC SERVICES OF KENTUCKY, LLC**

By:   
Adrienne W. Wilhoit, Vice President

STATE OF \_\_\_\_\_ )  
: SS  
COUNTY OF \_\_\_\_\_ )

The foregoing Lease Agreement was produced and acknowledged before me this the \_\_\_\_ day of \_\_\_\_\_, 2025, by \_\_\_\_\_, \_\_\_\_\_ of LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT, who acknowledged that he had full authority to act on behalf of the said LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT.

My Commission expires \_\_\_\_\_.

\_\_\_\_\_  
NOTARY PUBLIC, STATE AT LARGE

STATE OF \_\_\_\_\_ )  
: SS  
COUNTY OF \_\_\_\_\_ )

The foregoing Lease Agreement was produced and acknowledged before me this the \_\_\_\_ day of \_\_\_\_\_, 2025, by \_\_\_\_\_, \_\_\_\_\_ of LEXINGTON FAYETTE URBAN COUNTY GOVERNMENT PUBLIC FACILITIES CORPORATION, who acknowledged that he had full authority to act on behalf of the said LEXINGTON FAYETTE URBAN COUNTY GOVERNMENT PUBLIC FACILITIES CORPORATION

My Commission expires \_\_\_\_\_.

\_\_\_\_\_  
NOTARY PUBLIC, STATE AT LARGE

STATE OF ARIZONA )  
: SS  
COUNTY OF MARICOPA )

The foregoing Lease Agreement was produced and acknowledged before me this the 2nd day of April, 2025, by Adrienne W. Wilhoit as Vice President of REPUBLIC SERVICES OF KENTUCKY, LLC, a Kentucky corporation, on behalf of the said corporation.

My Commission expires 2/2/29.

Kiara Gonzalez  
\_\_\_\_\_  
NOTARY PUBLIC, STATE AT LARGE





