

LEASE AGREEMENT

THIS LEASE AGREEMENT, made and entered into this 8th day of January, 2020 by and between the **LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT**, an urban county government organized pursuant to Chapter 67A of the Kentucky Revised Statutes, which has its primary offices at 200 East Main Street, Lexington, Kentucky 40507, ("LESSOR"), and William E. Pence, Jr. ("LESSEE"), 141 Brown Mill Road, Versailles, Kentucky 40504,

WITNESSETH:

1. **PREMISES.** For and in consideration of ten and xx/100 dollars (\$10.00) and other good and valuable consideration, LESSOR does hereby let, lease, and demise unto the LESSEE and the LESSEE does hereby lease from LESSOR the following described real property ("premises"), including all improvements thereon, such real property being part of the parcel located at 1305 Old Frankfort Pike, Lexington, Kentucky:

1305 Old Frankfort Pike
Parcel No. 5, Tract A

All that tract or parcel of land situated northwest of the intersection of Old Frankfort Pike (KY Highway 1681) and Forbes Road (formerly KY Highway 1723) in Lexington, Fayette County, Kentucky, and being more particularly described as follows:

Beginning at a point in the northerly right-of-way line of Old Frankfort Pike (KY Highway 1681), said point being 7.19 feet left of the proposed Old Frankfort Pike (KY Highway 1681) centerline at Station 62+11.36 as established by KYTC Project Town Branch Trail Phase 6, Project No. CM 3003 332,
TAP 4003 011;

Thence with the northerly right-of-way line of Old Frankfort Pike (KY Highway 1681), N 11°52'19" E, 22.23 feet to a point, 29.30 feet left of the proposed Old Frankfort Pike (KY Highway 1681) centerline at Station 62+13.65, said point being a common corner with Lexington-Fayette Urban County Government (Parcel 2);

Thence with the easterly property line of Lexington-Fayette Urban County Government (Parcel 2), N 11°52'19" E, 22.22 feet to a point, 51.40 feet left of the proposed Old Frankfort Pike (KY Highway 1681) centerline at Station 62+15.92;

Thence leaving the easterly property line of Lexington-Fayette Urban County Government (Parcel 2), with a new right-of-way

Initials
Owner _____
Tenant _____

line through the lands of William E. Pence Jr. (Parcel 5), for two (2) calls:

- 1.) S 83°18'23" E, 60.28 feet to a point, 51.00 feet left of the proposed Old Frankfort Pike (KY Highway 1681) centerline at Station 62+75.59; and
- 2.) S 78°59'34" E, 43.50 feet to a point, 47.73 feet left of the proposed Old Frankfort Pike (KY Highway 1681) centerline at Station 63+18.93, said point being in the westerly property line of Eavy and Fannie L. Hopkins (Parcel 6);

Thence with the westerly property line of Eavy and Fannie L. Hopkins (Parcel 6), S 11°52'19" W, 29.39 feet to a point, 18.46 feet left of the proposed Old Frankfort Pike (KY Highway 1681) centerline at Station 63+16.28, said point being a common corner with Eavy and Fannie L. Hopkins (Parcel 6), said point also being in the northerly right-of-way line of Old Frankfort Pike (KY Highway 1681);

Thence with the northerly right-of-way line of Old Frankfort Pike (KY Highway 1681) for three (3) calls:

- 1.) Along an arc 12.34 feet to the right, having a radius of 30.00 feet, the chord of which is S 75°13'03" W, 12.26 feet to a point, 13.97 feet left of the proposed Old Frankfort Pike (KY Highway 1681) centerline at Station 63+04.87;
- 2.) S 87°00'15" W, 39.62 feet to a point, 7.32 feet left of the proposed Old Frankfort Pike (KY Highway 1681) centerline at Station 62+65.84; and
- 3.) N 83°54'20" W, 54.56 feet to the **POINT OF BEGINNING**, containing 0.098 acres (4,266 sq. ft.).

2. TERM. This Lease Agreement shall take effect immediately upon execution and shall remain in effect until LESSOR has satisfied its obligations under the Memorandum of Understanding executed contemporaneously herewith, attached hereto, and incorporated herein by reference.
3. TAXES, FEES, INSURANCE, MAINTENANCE & UTILITIES. LESSEE shall be solely responsible for all fees, insurance, maintenance, and utilities for the Premises.
4. COMPLIANCE WITH ORDINANCES, STATUTES, STATE AND FEDERAL LAWS. In his use of the Premises, LESSEE shall comply and shall ensure that his employees, officers, agents, invitees, and sub-lessees comply with all ordinances, statutes, state and federal laws.
5. ALTERATIONS AND DAMAGE TO THE PREMISES. LESSEE shall not make any physical improvements or changes to the Premises without prior written approval from LESSOR. All improvements, once installed, affixed, or located in or

- upon the Premises, shall be and remain on the Premises and belong to LESSOR as further consideration of this Agreement. LESSEE shall repair any damage he or his employees, agents, officers, invitees, or sub-lessees may cause to the premises prior to expiration of this Lease Agreement, or shall reimburse LESSOR for the cost of repairing such damage.
6. ASSIGNMENT. This Agreement is not assignable.
 7. PROPERTY ON PREMISES IS RESPONSIBILITY OF TENANT. LESSEE hereby assumes sole responsibility for all personal property her or his employees, agents, officers, invitees, or sub-lessees may keep, store, or place on the premises.
 8. HAZARDOUS MATERIALS. LESSEE shall not discharge, release, dispose of, store, or deposit on the Premises any waste, including any pollutants or hazardous materials ("Hazardous Materials"), in violation of any federal, state or local law or regulation, nor shall it allow sub-lessees to do so. Any Hazardous Materials generated by LESSEE or sub-lessees shall be removed from the Premises at LESSEE's expense in the manner required by law and disposed of in compliance with federal, state and local laws and regulations. If at any time LESSEE fails to comply with the terms of this section, LESSOR may remedy such default and LESSEE shall fully reimburse LFUCG for any cost or expense it incurs in doing so within ten (10) days of written notification from LFUCG.
 9. VACATION OF PREMISES. LESSEE shall surrender and deliver up to LESSOR possession of the Premises upon the expiration of the Agreement in as good a condition and repair as the Premises were at the commencement of the Agreement, ordinary wear and tear excluded.
 10. DEFAULT AND REMEDIES. In the event of a material breach of the terms of this Lease Agreement, the party in breach shall have ten (10) business days after receiving written notice thereof to cure such breach. Failure to cure the breach within ten (10) business days shall give the non-breaching party the right to terminate this Agreement and all rights and duties owing hereunder, excluding those provided in Section 6, above, immediately. The failure or delay by either party to insist upon the strict performance by the other of any of the terms, conditions, or covenants of this Lease Agreement or to exercise any right or remedy for breach hereof, shall not be construed to be a waiver or affect the right of either party to thereafter enforce each and every such provision of right. The waiver of any breach of this Lease shall not be held to be a waiver of any other breach.
 11. NOTICES. Any notice or consent required to be given by or on behalf of either party upon the other shall be in writing and shall be given by hand delivery or U.S. Mail. If mailed, such notice shall be via certified mail, return receipt requested.

Notice shall be sent to the LESSOR at the following:

Lexington-Fayette Urban County Government

Attn: _____

200 East Main Street

Lexington, KY 40507

Notice shall be sent to LESSEE at the following:

- 12. INTERPRETATION. If any clause, sentence, paragraph or part of this Lease Agreement shall be adjudged by a court of competent jurisdiction to be invalid for any reason, such judgment shall not affect, impair, or invalidate the remainder of this Agreement, but be confined in its operation to the clause, sentence, paragraph or part thereof directly involved in the controversy in which such judgment shall have been rendered, and in all other aspects this Agreement shall continue in full force and effect. The Agreement, having been negotiated in good faith between the parties with advice of their respective counsel, shall not be construed against one party or the other.
- 13. INTERPRETATION AS PARTNERSHIP PROHIBITED. It is understood and agreed that nothing herein contained shall be construed in any way to constitute a partnership between the parties.
- 14. ENTIRE AGREEMENT. This Lease Agreement contains the entire agreement of the parties with respect to LESSEE's use and lease of the Premises, and there are no other promises or conditions in any other agreement, either oral or written. The Agreement may be amended only in writing and only if such writing is signed by both parties. The parties acknowledge that any amendment to the Agreement must be approved by the Lexington-Fayette Urban County Council.
- 15. APPLICABLE LAW AND VENUE. This Lease Agreement shall be governed by the laws of the Commonwealth of Kentucky and any action related hereto will be brought in a court of competent jurisdiction situated in Fayette County, Kentucky.
- 16. NO THIRD PARTY BENEFICIARIES. Nothing contained herein shall create any relationship, contractual or otherwise, or any rights, in favor of any third party.
- 17. SUCCESSORS AND ASSIGNS. This Agreement shall be binding on both parties and their successors and assigns.

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

LESSOR:

LESSEE:

LEXINGTON-FAYETTE URBAN
COUNTY GOVERNMENT

By: Linda Gorton
Linda Gorton, Mayor

By: William E. Pence, Jr.
William E. Pence, Jr.

Date: 1/8/20

Date: 12-24-9