

SUBLEASE AGREEMENT

THIS SUBLEASE AGREEMENT, made and entered into on this ____ day of _____, 2019, by and between **The Todd County Fiscal Court**, 202 East Washington Street, P.O. Box 355, Elkton, Kentucky 42220, hereinafter called "the Court"; and **Todd County Board of Education**, 205 Airport Drive, Elkton, Kentucky 42220, hereinafter called "the Board";

WITNESSETH:

That the Court, for and in consideration of the covenants and agreements herein contained, and the mutual promises of a Memorandum of Understanding between the parties hereto, does hereby sublease to the Board that same parcel of real property that is the subject of the Long Term Lease Agreement entered into between the Todd County Board of Education (Lessee) and the Todd County Fiscal Court (Lessor), said Long Term Lease Agreement being entered into on the the 16th day of December, 2014 and recorded at Miscellaneous Book 12, Page 690, in the office of the Todd County Court Clerk. Said parcel of real property being more particularly described as follows:

Being a 1.787 Acre tract located within the bounds of a tract conveyed to the Todd County Board of Education from H. G. Porter on February 12, 1959, as recorded in Deed Book 73, Page 114, in the Office of the County Clerk of Todd County, Kentucky, and being more particularly described as follows:

BEGINNING at a point, said point being an iron pin found (stamped PLS 2499) located in the West right-of-way (seventy-five foot right-of-way) of Kentucky Highway 181 in Elkton, Kentucky, as recorded in Deed Book 48, Page 395, in the Office of the County Clerk of Todd County, Kentucky approximately 0.8 miles South of the Public Square, said point of beginning being the Southeast corner of Lot No. 1 of the Porter Subdivision, as recorded in Deed Book 73, Page 112, conveyed to Pamela C. Parks, as recorded in Deed Book 195, Page 429, in the aforementioned County Clerk's Office; thence a line with the West right-of-way line of Kentucky 181, South 26 degrees 42 minutes 12 seconds West, 30.28 feet to a railroad spike in said line and being corner to the Todd County Board of Education; thence a line with the Todd County Board of Education, the next four (4) calls as follows:

North 55 degrees 28 minutes 38 seconds West 385.40 feet to an iron pin set with 1 inch Cap stamped PLS 2484;
South 26 degrees 42 minutes 11 seconds West 155.10 feet to a P-K spike with 1 inch Cap stamped PLS 2484;
North 63 degrees 17 minutes 49 seconds West 319.76 feet to an iron pin set with 1 inch Cap stamped PLS 2484;
North 26 degrees 42 minutes 11 seconds East 229.29 feet to an iron pin set with 1 inch Cap stamped PLS 2484 corner to the Todd County Board of Education and being located in the line of Lot No. 17 of the Porter Subdivision conveyed to Michele Lear Farmer, as recorded in Deed Book 156, Page 257, in the aforementioned County Clerk's Office; thence a line with Lot No. 17 and Lot No. 15 of said Subdivision conveyed to Michele Lear Farmer, as recorded in Deed Book 156, Page 257, Lot Nos. 13 and 11 of said Subdivision conveyed to Frank A. Manthey, et ux, as recorded in Deed Book 111, Page 108, Lot Nos. 9, 7 and 5 conveyed to Mark Sharp, et ux, as recorded in Deed Book 136, Page 88, in the aforementioned County Clerk's Office and Pamella C. Parks (Lot No.1), South 55 degrees 28 minutes 38 seconds East, 708.16 feet to the point of beginning and containing 1.787 Acres.

The above description was prepared from a physical survey performed on June 18, 2014 by C. Douglas Harris, Kentucky Professional Land Surveyor Number 2484 with HARRIS & HARRIS SURVEYING COMPANY, LLC, Commonwealth of Kentucky Permit No. 91, 83 East Public Square, Post Office Box 244, Elkton, Kentucky 42220, and is subject to all easements and right-of-ways of record and in existence.

Source of Title: Being part of the same property conveyed to Todd County Board of Education from H.G. Porter by deed dated the 12th day of February, 1959, as recorded in Deed Book 73, Page 114 in the Todd County Court Clerk's Office.

THIS DOCUMENT WAS PREPARED WITHOUT A TITLE EXAMINATION AND THE PROPERTY DESCRIPTION HEREIN WAS FURNISHED BY LESSORS AND NOT THE ATTORNEY PREPARING THIS DEED. THE DRAFTSMAN OF THIS DOCUMENT IS NOT THE PERSON RESPONSIBLE FOR CLOSING THIS TRANSACTION AND THE PARTIES AGREE THAT THE DRAFTSMAN WILL NOT BE CONSTRUED AS A PERSON REQUIRED TO REPORT THIS TRANSACTION UNDER INTERNAL REVENUE CODE OR OTHER APPLICABLE LAW.

1. This Lease shall be for a period of one (1) year beginning on July 1, 2019 and terminating on June 30, 2020 subject to the provisions contained herein regarding renewal.
2. During the term of this sublease, the Board shall be responsible for the payment of any and all utility expenses associated with the property, including but not limited, water, sewer, electric, gas, telephone, etc.

3. The Board shall be solely responsible for the costs of all maintenance and repairs upon the premises during the term of this sublease and any extensions thereto.

4. During the term hereof, the Board shall maintain property and casualty insurance upon the premises. Additionally, the Board shall maintain general liability insurance in its usual and customary amounts for public liability. Should any accidents occur, the Board agrees to hold the Court harmless from any liability thereof.

5. This sublease shall continue from year to year unless terminated or modified. Either party may give 90 days written notice to the other of its intent not to renew this sublease.

6. The Court agrees to keep the Board in quiet possession of the premises during said term and said premises are being subleased for use as an advanced manufacturing training center and other related business as permitted by law and this sublease grants the Board all necessary rights to satisfactorily perform that business in the usual and customary manner.

This Lease agreement shall be binding on the parties, their heirs, assigns, administrators, executors or successors and shall not be modified except in writing.

IN TESTIMONY WHEREOF, we have affixed our signatures the day and date hereinabove written.

Todd County Fiscal Court, SUBLESSOR



By: Todd Mansfield, County Judge Executive

Todd County Board of Education, SUBLESSEE

By: Eric Harris, Chairman

This Instrument Prepared By:

Jeffrey B. Traugher

DILLINGHAM & TRAUGHER

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