

## L E A S E

BY THIS AGREEMENT made and entered into on the \_\_\_\_ day of November 2022 between, herein referred to Board of Education of Henderson County, Kentucky, 1805 Second Street as “Lessors”, and City of Henderson, 222 First Street, Henderson, Kentucky 42420, herein referred to as “Lessees”, the Lessors hereby lease to Lessees the building and property located at 315 Jackson Street, Henderson, KY 42420, which was formerly the Jefferson Elementary School.

The parties further mutually agree as follows:

1. TERM. Lessees agree to lease the former Jefferson Elementary School building and property for a term of two (2) years, with the option of three one (1) year extensions, which term shall commence on November \_\_\_\_, 2022 and end on November \_\_\_\_, 2024. After the initial two-year term, the lease shall automatically extend for three one (1) year terms, unless either party gives notice, in writing, at least sixty (60) days prior to the termination of the current lease term.

2. RENT . The Lessees agree to pay to Lessors, as rent for the property during the term of this lease, the sum of TWO THOUSAND FIVE HUNDRED DOLLARS (\$2,500) a month payable by the 15<sup>th</sup> day of the month and other good and valuable consideration, including the agreement by Lessee to occupy and manage the premises throughout the term of this lease as herein provided. The rental payments are based on the fair market value of the leased premises as reflected in the commercial appraisal obtained at the expense of Lessors.

3. USE OF PREMISES . The leased property shall be used and occupied by the Lessees for the operation of training for law enforcement, fire and emergency management,

and it may be used as an emergency shelter in the event of a natural or man-made disaster. The Lessees shall not allow any waste or nuisance therein, or use or allow the property to be used for any unlawful purposes. The Lessees shall, at Lessees own cost and expense, promptly observe and keep all laws, rules, orders, ordinances and regulations of the federal, state and city governments, and any and all of their departments, bureaus and those of any other competent authority, relating to the use of the leased property, as well as to all regular repairs which may be thereon, as herein provided. Lessees shall not cause any mechanics' or other liens to be filed on the leased property and, to the extent allowable by law, shall indemnify and hold harmless Lessors for any liability for such liens.

4. ACCEPTANCE OF PREMISES IN CURRENT CONDITION: Lessors offer no warranty, expressed or implied, regarding the condition of the premises or any of the improvements thereon and the Lessees accept the same in its current condition.

5. UTILITIES . The Lessees shall be responsible for paying all utility services required for the property and shall have all accounts transferred into its name.

6.. REPAIRS AND MAINTENANCE Lessor is responsible for the extraordinary repair and maintenance of the exterior, including the roof and the heating and air conditioning units serving the leased premises. Further, Lessor agrees to renovate two existing restrooms so the facilities are suitable for use by adults. Lessor is responsible for ordinary repair and maintenance of the exterior, and for heating and air condition units, plumbing and electric service, Lessees shall be responsible for housekeeping and custodial services of the interior of the leased premises. It is agreed that the Lessees shall not make alterations to the leased structure and surrounding property without first obtaining the advance written consent of the Lessors. The Lessees shall keep the entire area grounds surrounding the building in a clean and orderly

condition, and shall keep the area mowed and the weeds cut at all times, and shall not allow debris or other refuse to accumulate on the property.

7. DEFAULT AND REMEDIES OF LESSORS. If default be made in the payment of any of said rent payments for thirty (30) days after same is due, or in the observance or performance of any of the terms, conditions or agreements herein contained, Lessors shall have the following remedies:

(a) Lessors may sue to collect any and all sums which may accrue to Lessors by virtue of the provisions of this lease or for any and all damage that may accrue by virtue of the breach of this lease, or both, including attorney fees and costs, all for which sums Lessors shall have a lien on Lessees' property in the leased property;

(b) Lessors may take possession of the leased property and Lessees shall vacate said property either voluntarily or under process of law;

(c) Lessors may sue to restrain by injunction any violation or threatened violation of the covenants, conditions or provisions of this lease; and

(d) All other remedies provided by law.

8. RIGHT OF INSPECTION . The Lessors shall have the right of inspection of the leased property at all reasonable times, after giving the Lessees reasonable notice, for the purpose of determining the Lessees' compliance with the terms of this lease as well as to allow Lessors' employees, architects, engineers and other contractors to come and assess the building.

9. INSURANCE. Lessor, at its expense, shall obtain and keep in force during the Term of this Lease a policy or policies of commercial property insurance written, with all risk or special form coverage, covering the loss or damage to the Premises to the full insurable value of the improvements located on the Premises (including the full value of all

improvements and fixtures owned by Lessor) at least in the amount of the full replacement cost thereof.

Lessee shall place and maintain at all times during the Lease Term, at its expense, a public liability insurance policy covering the Leased Premises, and add the Lessor as an named additional insured. Further, Lessee shall maintain as renters' insurance to cover any of its contents in the building.

10. NON-LIABILITY OF LESSORS. Any personal property owned by Lessees in the leased property shall be kept at the risk of the Lessees only, and Lessors shall not be liable for any damage to said personal property. It will be the Lessees' responsibility and at its own cost to secure any insurance to cover its personal property.

To the extent allowable by law, the Lessees agree to indemnify and save Lessors, its elected and appointed officials and employees, harmless from all loss, costs and expenses by reason of injury to any person or property occurring on and about the leased property, from any careless or improper conduct on the part of the Lessees, or Lessees' agents, guests or invitees, which may arise from any breach or default on the part of Lessees in the performance of any covenant or agreement to be performed by Lessees pursuant to the terms of this Lease, or arising from any act or omission of the Lessees, or any of Lessees' employees, agents, guests or invitees, or arising from any accident, injury or damage howsoever caused.

11. SURRENDER OF POSSESSION BY LESSEES. At the end of the lease term, the Lessees shall surrender and deliver up the leased property to Lessors, and in as good condition as the leased property was at the beginning of this Lease, or as improved and altered with all fixtures and appurtenance in place, during the terms of this Lease.

12. PROVISION IN EVENT OF FIRE OR OTHER CASUALTY: If the

Leased premise is destroyed or rendered untenable by fire or other casualty and the damage is of such a nature that by fair estimate at the time it cannot be repaired within four (4) months thereafter then this Lease may be terminated at the option of either party. Tenant is not liable for rent during the period of the premise is unfit for occupancy.

13. NON-WAIVER PROTECTION. No waiver of any condition or covenant of this Lease by either party hereto shall be deemed to apply or constitute a further waiver by such party of the same or any other condition or covenant.

14. ASSIGNMENT OR SUBLETTING. The Lessees shall not have the right to assign this Lease or sublet the leased property unless the consent in writing of the Lessors shall first have been obtained.

15. OBLIGATION OF ASSIGNS. The covenants and agreement herein contained shall inure to the benefit of and be binding upon the parties hereto and their respective successors, heirs, personal representatives and assigns.

16. OTHER CONSIDERATION. As additional consideration, the Lessee will work in good faith with the Lessor, state officials, and, if required, federal officials to obtain permission to close the Holloway Mini Park and move it to another location, and at such time, transfer the Holloway Mini Park property to the Lessor for the cost of ONE DOLLAR (\$1.00). Parties understand that the Holloway Mini Park was established through a state grant and therefore, the closing and moving of the Holloway Mini Park must obtain approval from state and possibility federal officials. If the approval is not given, then the Lessee will not be permitted to make the transfer to Lessor.

17. EARLY TERMINATION. Notwithstanding the above lease term, either party may terminate this Lease at any time by providing to the other party with a sixty (60) day

written notice of intention to terminate in accordance with the Notices provision herein. After the expiration of the sixty (60) day notice, the Lease shall thereafter automatically be terminated and neither party will be obligated to any early termination fees.

18. NOTICES. Any notices or consents required to be given by or on behalf of either party upon the other shall be in writing, and shall be given by mailing the same by certified mail as follows, or to such other address as either party may advise the other to use:

Lessors: Board of Education of Henderson County, Kentucky  
Attn: Dr. Bob Lawson, Superintendent  
1805 Second Street  
Henderson, KY 42420

Lessees: City of Henderson, Kentucky  
Attn: City Manager  
222 First Street  
Henderson, Kentucky 42420

19. GOVERNING LAW. The laws of the Commonwealth of Kentucky shall govern all questions as to the execution, validity, interpretation, construction and performance of this agreement or any of its terms. Any suit, action or other proceedings regarding execution, validity, interpretation, construction or performance of this agreement shall be filed in the Henderson Circuit Court of the Commonwealth of Kentucky.

20. AUTHORITY TO EXECUTE LEASE. The signing of this Lease by the Chairman of the Board of Education of Henderson County, Kentucky and the Secretary to the Board of Education of Henderson County, Kentucky was authorized by a resolution adopted on November \_\_\_\_, 2022.

IN TESTIMONY WHEREOF, witness the signatures of the parties hereto, in duplicate, on the day and year first above written.

**LESSOR**

**HENDERSON COUNTY BOARD OF EDUCATION**

By: \_\_\_\_\_  
Mike Waller, Chairman

ATTEST:

\_\_\_\_\_  
Dr. Bob Lawson, Superintendent  
Board Secretary

**LESSEE**

**CITY OF HENDERSON, KENTUCKY**

By: \_\_\_\_\_  
Steve Austin, Mayor

ATTEST:

\_\_\_\_\_  
Maree Collins, City Clerk