

LEASE AGREEMENT

THIS AGREEMENT, made and entered into this the 25th of March, 2024, by and between the BOARD OF EDUCATION OF FAYETTE COUNTY, KENTUCKY, Party of the First Part, of 450 Park Place, Lexington, Kentucky 40511, and LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT, an Urban County Government, Party of the Second Part, of 200 East Main Street, Lexington, Kentucky 40507.

WITNESSETH:

The Party of the First Part does hereby lease to the Party of the Second Part, the premises hereinafter described, for the period of 12 months hereof and covenants to keep party of the Second Part in quiet possession of the premises during said term. The said property is to be used a public golf course and for other recreational purposes and not otherwise. The premises are described as follows, to-wit:

The rear Twenty-Five (25) acre portion, which sets back Three Hundred (300) feet from the rear building line of the Southern Middle School, of the tract or parcel of land in the County of Fayette and State of Kentucky, about four miles South of the City of Lexington, on the (Downing & Wilson Turnpike), described as follow, to-wit:

Beginning at a point on the edge of said Pike at the corner of the land of William Cassell; thence with said road N. 61-39 W. 87.36 poles to a stake corner to the 19.21 acres allotted to James Maccoun; thence with said tract S. 25-32 W. 101.81 poles to an elm tree, corner to Mrs. cassell on said Turnpike; thence with her line S. 71-1/2 E. 20.21 poles to an angle in the stone fence corner to Mrs. Cassell; thence again with her line S. 65 E. 45.5 poles to a stone, another corner to Mrs. Cassell; thence S. 3-1/2 W. 16.44 poles to an elm tree, corner to W.B. Cassell; thence N. 32 E. 113.1 poles to the beginning, containing 50.04 acres; and being the rear Twenty-Five acre portion of the same property conveyed to the Board of Education of Fayette County, Kentucky, from T. J. Broadus and Willie Mae Broadus, his wife, by deed of conveyance dated the 27th day of May, 1965, and of record in the Fayette County Court Clerk's Office in Deed Book 831, Page 255

In consideration whereof, the party of the second part binds itself to pay for the same the sum of One (\$1.00) Dollar, per term of the lease, payable in advance and to take good care of the premises and return the same at the expiration of said term, in as good order as received, ordinary wear and tear expected.

The following additional stipulations are hereby declared to be a part of this lease:

1. That the period of this Lease Agreement is from the date of execution of this agreement through June 30, 2025.
2. Either party may terminate this Lease Agreement upon thirty (30) days written notice to the other party of a desire to terminate same and the posting of such a notice by either party to the other, postage prepaid in the United States mail.

shall be sufficient to terminate the same thirty (30) days from the date upon which the written notice was mailed.

3. The within described premises shall not be underlet, unless with written permission of the party of the First Part.
4. The party of the Second Part shall not permit the existence of a nuisance on said premises, nor shall it commit waste upon the within premises.
5. Should the party of the First Part, at any time, rightfully seek to recover possession of the premises, and be obstructed or resisted therein, and any litigation thereon ensue, the party of the Second Part shall pay and discharge all costs and attorney's fees and expenses that shall arise from enforcing the covenants of this indenture by the party of the First Part.
6. The party of the First Part shall have free access to the premises herein for the purpose of examining or exhibiting the same or to make any needful alterations of said premises.
7. This lease, at the option of the party of First Part, shall be void and forfeited in case of any covenant herein being violated by the party of the Second Part.
8. This lease shall supersede all prior leases regarding this property between the parties hereto.

All notices due under this Lease Agreement shall be sent to the parties at the following addresses:

Superintendent of Schools
Fayette County Public Schools
450 Park Place
Lexington, Kentucky 40511

Lexington-Fayette Urban County Government
Commissioner of Law
200 East Main Street, 11th Floor
Lexington, KY 40507

IN WITNESS WHEREOF, the Party of the First Part has placed the hands of its duly authorized officers as authorized by the Board of Education by a resolution duly authorized at the March 25, 2024, meeting of the Board of Education and the Party of the Second Part has placed the hand of its duly authorized Mayor as authorized by the Lexington-Fayette Urban County Council by a resolution duly authorized at the _____ 2024, meeting of the Urban County Council, to this Lease Agreement on the day and year first above written.