# LEASE AGREEMENT

Thi	s LEASE AGREEMEN	T is made and ente	ered into on t	his the
day of	, 2025,	by and between	JOURNEY	CHURCH OF
HOPKINSVILLE	, 425 Millbrooke Drive,	Hopkinsville, Kent	tucky 42240	("Lessor"), and
the CHRISTIAN	COUNTY BOARD OF E	EDUCATION, 200	Glass Avenu	e, Hopkinsville
Kentucky 42240	("Lessee").			

## RECITALS

- A. Lessor is the owner of certain property located at 425 Millbrooke Drive, Hopkinsville, Kentucky, including a parking lot, by virtue of a deed dated October 15, 1989, of record in Deed Book 470, page 56, in the records of the Christian County Clerk's Office;
- B. Lessee is the owner of certain real property located at 415 Millbrooke Drive, Hopkinsville, Kentucky that is the site of Millbrooke Elementary School and adjoins Lessor's property;
- C. Lessor is in the process of repairing the parking lot located on its property;
- D. Lessee desires to ensure continued use of additional parking space for Millbrooke Elementary School for student pick-up and drop-off and for the occasional general overflow parking for Millbrooke Elementary School and has approved the parking lot on Lessor's property and acknowledged Lessor's property and improvement is suitable for its intended use for student pick-up and drop-off and occasional general overflow parking for Millbrooke Elementary School if needed
- E. The parties desire to enter into a mutually beneficial lease agreement which will allow Lessee to assist Lessor in paying the cost for repaving Lessor's parking lot in exchange for Lessee being granted the right to use Lessor's

parking lot as additional parking space for Millbrooke Elementary School.

#### **LEASE**

- 1. **Term.** The term of this lease shall be for a period of fifteen (15) years commencing on October 17, 2025, and expiring on June 30, 2040, at 12:00 midnight.
- 2. Purpose. The premises shall be used as additional parking space for Millbrooke Elementary School for student pick-up and drop-off in personal vehicles and for occasional general overflow parking. The premises will not be used for bus parking or by busses for pick-up and drop-off. If there are conflicts between Lessor's use in connection with its activities and Lessee's use in connection with its activities, Lessor's use in connection with its activities will take precedence. If Millbrooke Elementary School's purpose is changed from an elementary school to some other purpose, Lessor will have to give prior approval of the continued use of the premises after the repurposing has occurred.
- 3. Rent/Consideration. Lessee hereby covenants and agrees to make a one-time payment as rent to Lessor in the amount of \$9,735.00, this amount being one-half (1/2) of the cost required to pay for the repair of the Lessor's parking lot.
- 4. **Alterations and Additions**. Lessee has inspected the parking lot and will accept the parking "as is" without any agreements, representations or obligations on the part of Landlord to perform any further alterations or improvements other than the repair of the parking lot anticipated by this lease agreement as determined in the discretion the Lessor.
  - 5. **Default**. If default be made in the payment of the rent herein, or in the observance or performance of any of the terms, conditions, or agreements herein contained, Lessor may, without further notice to Lessee, and without demand

for rent due or for the observance or performance of any of said terms, conditions, or agreements, terminate this Lease, with or without process of law.

- 6. Assignment. Lessee shall not assign this lease, nor sublet nor grant any concession or license to use the property, or any part thereof, nor shall Lessee permit any transfer by operation of law of its interest in the property acquired through this lease, or any other voluntary or involuntary alienation of such interest without prior written approval of Lessor, which may be granted or denied in Lessor's sole discretion.
- 7. Lessor's Right to Use of Parking Lot. Lessor shall continue to have priority use of the parking lot during the term of this lease. Lessor's activities and requirements will take precedence over Lessee's activities if there are any usage conflicts.

## 8. Miscellaneous.

- a) This lease is contractual in nature, is not unconscionable, and is legally binding on and shall inure to the benefit of Lessor and Lessee, their respective heirs, executors, legal representatives and assigns.
- b) This lease shall be governed by and construed in accordance with the laws of the Commonwealth of Kentucky.
- c) Notices shall be in writing and be either hand delivered or deposited in the US mail, certified or registered, with postage prepaid, addressed to the party to whom notice is given at the addresses set forth herein.

# IN WITNESS WHEREOF, Lessor and Lessee have signed and executed

this instrument as of the date set forth.

LESSOR:	LESSEE:
JOURNEY CHURCH OF	CHRISTIAN COUNTY BOARD
HOPKINSYILLE .	OF EDUCATION
By: Sent Will	By:
REENT WULLAND	Chris Bentzel
Trustee	Superintendent
	·
By: A Addition	
P Allen Mulay	
Trustee	
Ву:	_
Will Grasston	_
Trustee	
COMMONWEALTH OF KENTUCKY	)
	) SCT.
COUNTY OF CHRISTIAN	)
	the state of the same than
The foregoing instrume	nt was acknowledged before me by
DENT WRITER R. Aller Mova	y and Lill Grossky K Trustees,
Journey Church of Hopkinsville, this	day of, 2025.
M. Oursels in Employer	
My Commission Expires:	
i	Notary Public
	Notary ID #:
	Notally ID $\pi$ .