

**LEASE AGREEMENT**

THIS LEASE AGREEMENT made and entered into by and between **MARSHALL COUNTY FISCAL COURT**, hereinafter referred to as "**LANDLORD**" and **BENTON SENIOR CITIZENS**, hereinafter referred to as "**TENANT**".

WHEREAS, the Landlord desires to lease to the Tenant the property more particularly described to-wit:

A tract of land located at **1713 Golf Course Road, Benton, Kentucky**, presently occupied by the Benton Senior Citizens. Said tract being the same property conveyed to Marshall County, Kentucky by deed dated November 23, 1976, of record in Deed Book 167, page 26, Marshall County Court Clerk's Office, and more particularly described on **Exhibit A attached hereto**.

and,

WHEREAS, the Tenant desires to lease the property under the following terms and conditions, more particularly set out hereinafter.

WITNESSETH:

Under the following terms and conditions, all of which the parties agree are material covenants and conditions, the Landlord does hereby demise and lease to the Tenant the property set out above.

(1) **TERM:**

The Lease shall be for a period of **one year**, beginning on the **1<sup>st</sup> day of July, 2017**, and terminating on the **30<sup>th</sup> day of June, 2018**.

(2) **RENT:**

The Tenant shall continue to act in furtherance of its public purpose as proposed to the Landlord in its grant application.

(3) **UTILITIES:**

The Tenant shall be responsible for and pay promptly when due, all charges of public or private utility companies, including charges for gas, water, electricity, sewage, telephone and other such utilities used by the Tenant in the leased premises.

(4) **ALTERATION:**

The Tenant shall have the right to make nonstructural alterations to the interior of the leased premises, provided, however, that such alterations shall be of good workmanship and material and shall not lessen the value of the leased premises. Title to all such alterations, changes or improvements made by the Tenant shall become the property of the Landlord at the termination of this Lease, except trade fixtures and items of equipment and personalty placed on the premises by the Tenant.

(5) **REPAIRS AND MAINTENANCE:**

The Landlord shall repair and replace the structural portions of the roof, foundation, walls, floor, windows, heating and cooling systems, plumbing breakdowns and electrical problems, with the exceptions of light bulbs and any repairs that are necessary due to the negligence of the Tenant or its guests. Should the Landlord neglect or refuse to make such repairs after notice from the Tenant, the Tenant, without liability or forfeiture of the term herein, may make such repairs and deduct the full cost thereof from any present and/or future rent payable until the Tenant has been paid in full, anything to the contrary herein notwithstanding or terminate this lease, **so long as written notice of the defect also indicates an intent to terminate for failure to repair.**

(6) **SUBLEASE OR ASSIGNMENT:**

The Tenant **may not** sublease any part of the rented premises or assign this Lease, without the written consent of the Landlord, and in the event any assignment or sublease is made, the

Tenant shall remain responsible under the terms and conditions of this Lease.

(7) **PARTIAL OR TOTAL DESTRUCTION:**

Should the leased premises or any improvements in the area leased by the Tenant be substantially or totally destroyed by fire, the elements or otherwise so as to render the said building totally unfit for the Tenant's occupancy, either party shall have the option to cancel the remaining portion of the Lease or any extended period or term thereof by giving the other party written notice thereof within thirty (30) days after such destruction.

(8) **INSURANCE:**

(a) **PERSONAL PROPERTY:** It shall be the responsibility of the Tenant to carry proper insurance covering its items of personalty located on the premises from loss due to fire, other elements or acts of God, and theft.

(b) **LIABILITY INSURANCE:** The Tenant shall provide and maintain liability insurance policies for the leased premises against liability arising out of the use and operation of the leased premises due to bodily injury, deaths, and property damage in the minimum amount of One Million Dollars. The Tenant shall provide a copy of the liability insurance policy which shall carry a thirty (30) day notice of cancellation clause to the Landlord.

(c) **LEASED PREMISES:** The Landlord shall be responsible for insuring the leased premises, except any personalty placed thereon by the Tenant, in such amounts as the Landlord may determine will adequately replace the leased premises.

(d) **CROSS WAIVER OF SUBROGATION:** The Landlord hereby releases the Tenant, any assigns and sublessees, and Tenant and any assigns or sublessee releases Landlord from and against any and all claims, demands, liabilities or obligations whatsoever for damage to the property or loss of rents or profits of either Landlord/Tenant and assigns resulting from or in any

way connected with fire, accident or other casualty in the building whether or not such fire, accident or other casualty shall have been caused by the negligence or contributory negligence of the Landlord/Tenant or assigns, to the extent that such damage or loss is either insured under any insurance contract, which at the time of such damage or loss permits waiver of subrogation rights prior to the loss thereunder or was to be insured against by the provisions of the first paragraphs of this section.

(9) **LEGAL USE ONLY:**

The Tenant shall use the leased premises for a legal purpose and any violation of this covenant shall be considered a material violation of the terms and conditions of this Lease.

(10) **SEVERABILITY:**

In the event any one or more of the provisions contained in this agreement shall be held to be invalid, illegal, unconscionable or unenforceable in any respect, the validity, legality or enforceability of the remaining provisions of the agreement shall not be affected or impaired in any way thereby. Further, it is agreed between the parties that any provision deemed as such will be applied to the fullest extent so as to avoid the illegal or unconscionable result.

(11) **COUNTERPARTS:**

This agreement may be executed in any number of counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

(12) **SCOPE OF AGREEMENT:**

This agreement shall be binding upon the successors, heirs and assigns of the parties and can only be amended by a signed writing properly executed by both parties.

(13) **CONTRACT INTERPRETATION:**

Should any provision of this agreement require judicial interpretation, the parties hereto agree that the court interpreting or construing the same shall not apply a presumption that the terms hereof shall be more strictly construed against one party by reason of the rule of construction that a document is to be construed more strictly against the party, who itself or through its agent, prepared the same.

IN WITNESS WHEREOF, the parties hereto have duly executed the foregoing instrument as of the \_\_\_\_ day of \_\_\_\_\_, 2017.

**"LANDLORD"**

**MARSHALL COUNTY FISCAL COURT**

By \_\_\_\_\_  
**Kevin Neal, Judge Executive**

STATE OF KENTUCKY

COUNTY OF MARSHALL

The foregoing Lease Agreement was subscribed, sworn to and acknowledged before me in my said county and state, on this \_\_\_\_ day of \_\_\_\_\_, 2017, by Marshall County Fiscal Court, by and through Kevin Neal, Judge Executive, as Landlord.

My Commission expires: \_\_\_\_\_

\_\_\_\_\_  
Notary Public

"TENANT"

BENTON SENIOR CITIZENS

By \_\_\_\_\_

STATE OF KENTUCKY

COUNTY OF MARSHALL

The foregoing Lease Agreement was subscribed, sworn to and acknowledged before me in my said county and state, on this \_\_\_\_\_ day of \_\_\_\_\_, 2017, by Benton Senior Citizens, by and through \_\_\_\_\_, as Tenant.

My Commission expires: \_\_\_\_\_

\_\_\_\_\_  
Notary Public

**This Instrument Prepared By:**

JEFFREY G. EDWARDS  
Marshall County Attorney  
80 Judicial Drive, Unit 130  
Benton, Kentucky 42025

\_\_\_\_\_  
**Jeffrey G. Edwards**

AhFiscal2017(as)

8-9-1-26.

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DEED

BE IT KNOWN THAT Marshall County Senior Citizens, Inc. by and through it's President, Mr. Jerry Capps and it's Secretary, Arthalia Brooks, of Walnut Court, Benton, Kentucky, and the City of Benton, by and through it's Mayor, Mr. Coy Creason and it's City Clerk, Frank Dunn of Benton, Kentucky, for and in consideration of One Dollar (\$1.00) cash in hand paid, the receipt of which is hereby acknowledged and other good and valuable consideration HAVE SOLE AND HEREBY CONVEY UNTO Marshall County, Kentucky the following land lying in Marshall County, Kentucky, which land is described herein upon information supplied this office by KEN CAMERON. The property is more particularly described as follows:

1713  
Golf Course  
Rd  
Benton

The City of Benton joins in the conveyance to relinquish and extinguish and convey any and all interest whether present or future which it may have or does have by virtue, conditions, covenants and a reversionary clause in the deed of conveyance dated May 23, 1975 and recorded in Deed Book 161, page 203, Marshall County Court Clerk's Office pursuant to a resolution adopted at a regular meeting of the Benton City Council and contained in the minutes therein on November 16, 1976.

TRACT NO. 1

A 1.4 acre tract of land located on the east side of the Golf Course Road in Benton and more particularly described as beginning at the northwest corner of the property herein conveyed, said corner being a 36" Red Oak tree, 30 feet east of the Golf Course Road centerline and 385 feet South of the Walnut Street centerline; thence, North 85° East 285 feet along the existing south fence line of Williams, Darnell and Thompson to an existing corner post, thence, due South 265 feet along an existing fence to a corner post at the southeast corner of the property herein conveyed; thence, North 73° West - 268.1 feet along the north line of a small triangular tract conveyed to Marshall County Senior Citizens, Inc. by Bill Morgan to a 30" Oak Tree in the east right of way of Golf Course Road; thence, North 9° West - 168 feet along the east right of way of the Golf Course Road to the point of beginning.

Being the same property conveyed to Marshall County Senior Citizens, Inc. by City of Benton, Kentucky by deed dated May 23, 1975 and recorded in Deed Book 161, page 203, Marshall County Court Clerk's Office.

W.C. OWEN & PERRY  
ATTORNEYS AT LAW  
BENTON, KENTUCKY 40016

167  
26

Exhibit A

**TRACT NO. II**

A 0.09 acre triangular shaped tract of land located on the east side of Golf Course Road in the City of Benton, Kentucky and approximately 550 feet South of Walnut Street centerline and more particularly described as:

Beginning at the Northwest corner of the herein described property, said corner being an existing Oak Tree in the east right of way of Golf Course Road, 550 feet South of Walnut Street centerline and the Southwest corner of the existing Senior Citizens property; thence, South 73 deg. East - 268.1 feet passing thru the corner of the existing Senior Citizens building to an existing fence corner post; thence, North 79 deg. West - 258.5 feet to a point in the east right of way of said Golf Course Road; thence, North 5 deg. West - 30.0 feet to the point of beginning.

Being a portion of the same property conveyed to Billy B. Morgan and wife, Irene W. Morgan by deed dated August 12, 1975 and recorded in Deed Book 161, page 613, Marshall County Court Clerk's Office.

TO HAVE AND TO HOLD THE SAID PROPERTY UNTO THE SAID Marshall County, Kentucky, its heirs and assigns forever with "Covenant of General Warrant."

Given under our hands this the 23 day of November, 1976.

Jerry Capps, Pres  
JERRY CAPPS, PRESIDENT

ATTEST:

Arthelia Brooks  
ARTHELIA BROOKS, SECRETARY

Coy Creason  
COY CREASON, MAYOR

ATTEST:

Frank Dunn  
FRANK DUNN, CITY CLERK

STATE OF KENTUCKY

COUNTY OF MARSHALL

I, Linda Riley, a Notary Public of said County, do certify that the foregoing DEED from Marshall County Senior Citizens, Inc. and the City of Benton to Marshall County, Kentucky was on the 23 day of November, 1976 acknowledged before me by Marshall County Senior Citizens, Inc. by it's President, Jerry Capps and it's Secretary, Arthelia Brooks, and the City of Benton by and through it's Mayor, Coy Creason and it's City Clerk, Frank Dunn, parties to be its act and deed, and the same is certified to the proper office for record.

Given under my hand this the 23 day of November, 1976.

Linda C. Riley  
NOTARY PUBLIC

My Commission Expires: Oct. 19, 1978

WILLIAMS & PERRY  
ATTORNEYS AT LAW  
201 KENTUCKY 41002

STATE OF KENTUCKY

COUNTY OF MARSHALL

I, James R English Clerk of the County Court, do certify that the foregoing DEED was on the 30 day of November, 1976 lodged in my office for record. Whereupon the foregoing and this certificate have been duly recorded in my office in Deed Book 167, page 26.

Given under my hand this the 30 day of November, 1976.

James R. English CLERK

Josephine Clayton D. C.

THIS INSTRUMENT PREPARED BY:

PRINCE & OWEN

BY:

Joe A. Owen  
JOE A. OWEN