

LEASE

THIS LEASE made and entered into this the 21st day of April 2015, by and between the Marshall County Fiscal Court, parties of the first part, hereinafter referred to as "LESSORS", and the WACPAC, party of the second part, hereinafter referred to as "LESSEES", with the LESSEES being the WACPAC.

WITNESSETH:

1. **DEMISED PREMISES:** The LESSORS in consideration of the covenants to be performed by the LESSEES, as hereinafter set forth, hereby lease and demise to the LESSEES the following:

Description:

Beginning at an iron pin in the north line of U.S. Highway 68, at the Southeast corner of the Dale Leneave property, same being located near the intersection of U.S. Highway 68 and Kentucky Highway No. 80; thence North 6 West 393.0 feet to an iron pin; thence North 12 50' East 322.5 feet to an iron pin; thence North 85 East 480.5 feet to an iron pin; thence due South 679.3 feet to an iron pin; thence South 92 55' West on a chord of curve 520.58 feet on a chord and 523 feet on arc to the place of beginning, subject to restriction that during ownership of the property by the WACPAC, the property shall be used only for the purpose of the Aurora Community and Park Area, and said property shall not be used during such ownership for any commercial purpose, including a motel, hotel, restaurant, gift shop, grocery store, or other commercial activity, other than such special events as the WACPAC has in the past participated in on said premises. A violation of this restriction shall enable W. W. Barnhart, his children, or his grandchildren to purchase said real estate for the sum of Twenty Thousand Dollars. Also subject to the restrictions that there shall be no building, sign, tree, or bush in or on the premises hereinafter described nor shall there be a disturbance of the normal lay of the land on the following described premises; Beginning at the iron pipe at the Southwest corner described in the aforesaid description of the premises to be purchased; thence running eastwardly along the right of way line of the highway a distance of 75 feet; thence in a straight line northwesterly to a point 75 feet northerly of the beginning point in the west line of the premises above described; thence Southwesterly in a straight line to a point in the right of way of the highway 125 feet westerly of the place of beginning; thence in an easterly direction along said right of way line 125 feet to the place of beginning.

2. **TERM:** The duration for this Lease shall be for a period of TWO YEARS (24 months) beginning June 11, 2015. Lease shall automatically renew, after two years, if both parties agree.

3. **RENTAL:** During the term of this Lease, LESSEE will pay to the LESSORS the sum of ONE DOLLAR (\$1.00) per year as rental on the above described real estate with said payments to commence on the first day of

the term of this Lease and to continue on the same date of each and every year thereafter during the entire term of this Lease.

4. The sum of ONE DOLLAR (\$1.00), which will be refundable at the end of said Lease, if the Land is left in good repair.

5. USE: Lessee may use and occupy the demised premises for any purpose(s) not in conflict with the laws of the Commonwealth of Kentucky and County of Marshall.

6. REPAIR AND MAINTENANCE: LESSORS will be responsible for repairs and maintenance as needed on the real estate. LESSORS agree to perform any maintenance necessary to the property.

7. UTILITIES: Lessee shall be responsible for and shall pay promptly when due all utilities over and above the minimum base rate, including charges for electricity used by LESSEE on the demised premises.

8. SUBLEASE OR ASSIGNMENT: LESSEE shall not have the right to sublease or assign the demised premises without the prior written consent of the LESSORS.

9. ALTERATIONS: LESSEE shall not have the right to make alterations to the demised premises without prior written consent of LESSORS. However, if alterations are to be made and approved, they shall be of good workmanship and materials and shall not lessen the value of the demised premises. Title to all such alterations, changes or improvements made by the LESSEE shall become the property of the LESSORS at the termination of this Lease.

10. FIRE AND CASUALTY LOSS: If any fire occurs on the demised premises and/or damages the building located on the demised premises, the then LESSORS shall have the sole discretion as to whether or not the demised premises will be rebuilt at the expense of the LESSORS. If the LESSORS decide not to rebuild and terminate the Lease, the LESSEE will immediately vacate said premises.

11. DEFAULT: If the demised premises shall be deserted or vacated or if LESSEE shall be adjudicated as bankrupt or if a trustee or receiver of LESSEE'S property be appointed or if LESSEE should not make payments of any of the rent shown herein within a period of fifteen (15) days from its due date or if there should be a default in the performance of any of the covenants, agreements or conditions herein contained on the part of LESSEE for agreements or conditions herein contained on the part of the LESSEE for fifteen (15) days after written notice of such default by LESSORS, the LESSORS may thereafter, without further notice or demand, enter onto the demised premises and take full and absolute possession thereof without such re-entry causing a forfeiture of the rent to be paid or the covenants to be performed under the terms of this Lease and may thereafter lease or sublease the demised premises for such rent as LESSORS may reasonably obtain and crediting LESSEE with the rent so obtained by LESSORS, at their election, may terminate this Lease and re-enter and take sole and absolute possession of the demised premises free from any further right or claim by LESSEE.

12. INDEMNIFICATION AND PUBLIC LIABILITY: LESSEE will, at all times during the term of this Lease, indemnify, save harmless and protect the LESSORS from any and all claims, damages, liability, losses, fines, penalties, costs, interests, attorney fees and expenses charged, imposed, incurred or expended for anything and everything whatsoever, either resulting from injury to person, loss of life or property on or about the above demised premises resulting from LESSEE'S use and occupancy thereof.

13. SUCCESSION: The Lease shall be binding upon the parties, their respective heirs, executors, administrators, successors, or assigns.

IN WITNESS WHEREOF, the parties have executed this Lease on the day and date first above written.

LESSEES: WACAPAC

LESSOR: MARSHALL COUNTY
FISCAL COURT

Bonnie Kincaid
Director

Cheryl Miller
Marshall County Judge/Exec.