

COMMERCIAL LEASE

1. PARTIES

John Thomas Seaford and wife, Janet Seaford of 1117 Colonial Drive, Benton, KY 42025 (LESSORS), their heirs, successors, and assigns, do hereby lease to Marshall County, Kentucky, acting by and through its County Judge Executive, Kevin Neal, Courthouse, 1101 Main Street, Benton, KY 42025 (LESSEE), its successors, and assigns, the hereinafter described premises:

2. PREMISES

The building and premises designated as 107B Street, Benton, KY 42025, and more particularly described as follows:

Lot "A"

Being a 0.28 acre parcel of land as surveyed by Dennis W. Looper, KY. L.P.L.S. #3437 on October 24, 2014 and being located on the south side of "B" Street in the Benton community of Marshall County, Kentucky.

And more particularly described as beginning at the northwest corner of the property herein conveyed, said corner being a 1/2" dia. X 24" lng. Steel pin and surveyors cap #3437 set 20.00 ft. south of the centerline of "B" Street and lying on the bearing of S 83 deg. 35 min. 13 sec. E – 274.42 feet from the intersection of the centerline of "B" Street and the centerline of Locust Street.

THENCE S 70 deg. 31 min. 45 sec. E – 104.04 feet along the south line of the property herein described as being 20.00 ft. south of the centerline of "B" Street to a 1/2" dia. X 24" lng. Steel pin and surveyors cap #3437 set, said pin being the northeast corner of the property herein described;

THENCE S 00 deg. 51 min. 24 sec. W – 107.36 feet along the east line of the property herein described to a 1/2" dia. X 24" lng. Steel pin and surveyors cap #3437 set, said pin being the southeast corner of the property herein described and a point on the north line of the Billy Ruud property as described in deed book 230, page 96;

THENCE N 88 deg. 39 min. 49 sec. W – 98.60 feet and passing through a 1/2" dia. X 24" lng. Steel pin and surveyors cap #3437 set at a distance of 50.00 feet to a 1/2" dia. X 24" lng. Steel pin and surveyors cap #3437 set, said pin being the southwest corner of the property herein described and a point on the east line of the Jason Kimbro property as described in deed book 430, page 131;

THENCE 00 deg. 51 min. 24 sec. E – 139.74 feet along the west line of the property herein described to the point of beginning.

Together with and subject to easements, covenants and restrictions of record.

Lot “B”

Being a 0.11 acre parcel of land as surveyed by Dennis W. Looper, KY.L.P.L.S. #3437 on October 24, 2014 and being located on the south side of “B” Street in the Benton community of Marshall County, Kentucky.

And more particularly described as beginning at the northwest corner of the property herein conveyed, said corner being a ½” dia. X 24” lng. Steel pin and surveyors cap #3437 set 20.00 ft. south of the centerline of “B” Street and lying on a bearing of S 80 deg. 00 min. 27 sec. E – 376.50 feet from the intersection of the centerline of “B” Street and the centerline of Locust Street.

THENCE S 68 deg. 31 min. 55 sec. E – 53.42 feet along the north line of the property herein described and being 20.00 ft. south of the centerline of “B” Street to a ½” dia. X 24” lng. Steel pin and surveyors cap #3437 set, said pin being the northeast corner of the property herein described.

THENCE S 00 deg. 51 min. 24 sec. W – 88.97 feet along the east line of the property herein described to a ½” dia. X 24” lng. Steel pin and surveyors cap #3437 set, said pin being the southeast corner of the property herein described and the northwest corner of the Julia York property as described in deed book 384, page 676;

THENCE N 88 deg. 39 min. 49 sec W – 50.00 feet along the south line of the property herein described and being the north line of the Billy Ruud property as described in deed book 230, page 96 to a ½” dia. X 24” lng. Steel pin and surveyors cap #3437 set, said pin being the southwest corner of the property herein described and a point on the north line of said Ruud property;

THENCE N 00 deg. 51 min. 24 sec. E – 107.36 feet along the west line of the property herein described to the point of beginning.

Together with and subject to easements, covenants and restrictions of record.

Lot “C”

Being a 0.11 acre parcel of land as surveyed by Dennis W. Looper, KY. L.P.L.S. #3437 on October 24, 2014 and being located on the north side of West First Street in Benton community of Marshall County, Kentucky.

And more particularly described as beginning at the southwest corner of the property herein conveyed, said corner being a ½" dia. X 24" lng. Steel pin and surveyors cap #3437 set 20.00 ft. north of the centerline of West First Street and lying on a bearing of S 44 deg. 45 min. 02 sec. E – 382.23 feet from the intersection of the centerline of "B" Street and then centerline of Locust Street.

THENCE N 00 deg. 51 min. 24 sec. E – 101.09 feet along the west line of the property herein described and being the east line of the Jason Kimbro property as described in deed book 430, page 131 to a ½" dia. X 24" lng. Steel pin and surveyors cap #3437 set, said pin being the northeast corner of the property herein described and a point on the east line of said Kimbro property;

THENCE S 88 deg. 39 min. 49 sec. E – 48.60 feet along the north line of the property herein described to a ½" dia. X 24" lng. Steel pin and surveyors cap #3437 set, said pin being the northeast corner of the property herein described and the northwest corner of the Billy Ruud property as described in deed book 230, page 96;

THENCE S 00 deg. 03 min. 27 sec. W – 100.52 feet along the west line of the previously mentioned Billy Ruud property to a ½" dia. X 24" lng. Steel pin and surveyors cap #3437 set 20.00 feet north of the centerline of West First Street, said pin being the southeast corner of the property herein described and the southwest corner of said Ruud property.

THENCE N 89 deg. 20 min. 40 sec. W – 50.00 feet along the south line of the property herein described and being 20.00 feet north of the centerline of West First Street to the point of beginning.

Together with and subject to easements, covenants and restrictions of records.

Being the same property conveyed to John Thomas Seaford by virtue of a deed from Don G. Fields, et al, dated November 21, 2014, of record in Deed Book 432, page 46, Marshall County Court Clerk's Office.

3. TERM/RENTAL

The term of this Lease shall be for one (1) years, commencing on March 1, 2018, and ending on February 28, 2019. The rental shall be \$1,200.00 per month payable in advance on the 1st day of each month during the term of this Lease.

4. OPTION TO RENEW

The LESSEE shall have the right to extend the term of this Lease for one (1) one (1) year term. Should the LESSEE exercise this option, the monthly rental shall be in an amount to be agreed upon by the parties and all other provisions of this Lease shall remain in full force and effect.

5. UTILITIES

The LESSORS shall have no obligation to provide utilities to the leased premises under this Lease and all required utilities shall be at the LESSEE'S sole expense, provided however any modification to the utilities services as currently installed shall be subject to the written consent of the LESSORS, which consent shall not unreasonably withheld.

The LESSEE shall pay, as they become due, any bills for electricity and all other utilities that may be furnished to the leased premises.

7. USE OF LEASED PREMISES

The LESSEE may use the leased premises for any purpose not prohibited by law.

8. COMPLIANCE WITH LAWS

The LESSEE agrees that no trade or occupation shall be conducted on the leased premises or use made thereof that will be unlawful, improper, noisy or offensive, or contrary to any law or any municipal law or ordinance in force in Benton, Kentucky. The LESSEE shall be responsible for compliance with any requirements that may be imposed by the Americans with Disabilities Act relative to the use and layout of the leased premises.

9. MAINTENANCE

A. LESSEE'S OBLIGATIONS

The LESSEE agrees to maintain the leased premises in good condition, and the LESSEE acknowledges that the leased premises are now in good order and condition. The LESSEE shall be required to perform any and all required maintenance costing less than \$100.00. All other maintenance shall be at the LESSORS' sole expense. The LESSEE shall not permit the leased premises to be damaged, destroyed, or defaced, nor suffer any waste. The LESSEE will obtain the written consent of the LESSORS before erecting any sign on the leased premises.

10. ALTERATIONS - ADDITIONS

The LESSEE shall not make alterations or changes to the leased premises without the LESSORS' written consent, which consent shall not be unreasonably withheld or delayed. Any permitted changes shall be at the LESSEE'S sole expense. The LESSEE shall not allow any mechanics' liens, or similar liens, to remain upon the leased premises for any labor or material furnished to the LESSEE or that are claimed to have been furnished to the LESSEE in connection with work of any type performed on the lease premises for or at the direction of the LESSEE.

11. LESSORS' ACCESS

The LESSORS or agents of the LESSORS may, at reasonable times, enter to view the leased premises and make such repairs and alterations as the LESSORS deem necessary and may show the leased premises to others, and at any time within two (2) months prior to the expiration of the lease term, and affix to any suitable part of the leased premises a notice for letting or selling the leased premises and maintain same on the premises.

12. INDEMNIFICATION AND LIABILITY

The LESSEE shall save the LESSORS harmless from any loss or damage occasioned by any use of the leased premises unless caused by the negligence or misconduct of the LESSORS, and from all loss and damage wherever occurring occasioned by any omission, fault, neglect or other misconduct of the LESSEE or its agent, servants, or employees.

13. LESSEE'S LIABILITY INSURANCE

The LESSEE shall maintain with respect to the leased premises and the property of which the leased premises are a part comprehensive public liability insurance in the amount of at least \$1,000,000.00, with a responsible company qualified to do business in Kentucky and in good standing therein, and insuring the LESSORS and the LESSEE against injury to persons or damage to property as their interests may appear. The LESSEE shall furnish the LESSORS a copy of the certificates for any such insurance at or prior to commencement of the term. All such insurance certificates shall contain waivers of cross-subrogation and shall provide that the policies shall not be canceled without at least ten (10) days prior written notice to the LESSORS.

14. CAUSALITY - EMINENT DOMAIN

Should any portion of the leased premises be substantially damaged by a casualty, or be taken by eminent domain so as to be uninhabitable by the LESSORS, the LESSORS may elect to terminate this Lease.

15. DEFAULT AND BANKRUPTCY

In the event that:

(a.) The LESSEE shall default in the payment of any installment of rent or other sum herein specified and that default shall continue for ten (10) days after written notice thereof; or

(b.) The LESSEE shall default in the observance or performance of any other of the LESSEE'S covenants, agreements, or obligations hereunder and that default shall not be corrected within thirty (30) days after written notice thereof; then in either of the foregoing events, the LESSORS shall have the right thereafter, to re-enter and take complete possession of the leased premises, to declare the term of this Lease ended, and remove the LESSEE'S property, without prejudice to any remedies which might be otherwise have for arrears of rent or other default. The LESSEE agrees to indemnify the LESSORS against all loss of rent and other payments which the LESSORS may incur by reason of such termination during the remainder of the leased term. If the LESSEE defaults in the observance or performance of any conditions or covenants on the LESSEE'S part to be observed or performed, may remedy such default at the sole expense of the LESSEE. If the LESSORS make any expenditure or incur any obligations for the payment of money in connection therewith, such sums paid or obligations incurred, with interest at the legal rate per annum and costs, shall be paid to the LESSORS by the LESSEE as additional rent.

16. NOTICE

Any notice from the LESSORS to the LESSEE related to the leased premises or to the occupancy thereof, will be deemed duly served, if left at the leased premises addressed to the LESSEES, or if mailed to the LESSEE, registered or certified mail, return receipt requested, postage prepaid, at the address set forth above. Any notice from the LESSEE to the LESSORS relating to the leased premises or to the occupancy thereof, shall be deemed duly served, if mailed to the LESSORS by registered or certified mail, return receipt requested, postage prepaid, addressed to the LESSORS at the address set forth above. All rent notices shall be sent to the LESSEE at the following address:

Kevin Neal
County Judge Executive
Courthouse
1101 Main Street
Benton, KY 42025

17. SURRENDER

The LESSEE shall at the expiration or other termination of this Lease shall vacate the leased premises. The LESSEE shall deliver to the LESSORS the leased premises in good condition. In the event the LESSEE fails to remove all of the LESSEE'S property from the premises, the LESSORS are hereby authorized, without liability to the LESSEE for loss or damage thereto, to remove and store same at the LESSEE'S sole expense.

18. CONDITION OF PREMISES

Except as may be otherwise expressly set forth herein, the LESSEE shall accept the leased premises "as is" in their condition as of the commencement of the term of this Lease, and the LESSORS shall be obligated to make no improvements to same in order to prepare the leased premises for occupancy by the LESSEE.

19. FORCE MAJEURE

In the event that the LESSORS are prevented or delayed from making repairs or performing any covenant hereunder by reason of any cause reasonably beyond the control of the LESSORS, the LESSORS shall not be liable to the LESSEE therefore nor, except as expressly otherwise provided in the case of a casualty or a taking, shall the LESSEE be entitled to an abatement or reduction of rent by reason thereof, nor shall same give rise to a claim by the LESSEE that such failure constitutes actual or constructive eviction from the leased premises.

20. LATE CHARGE

If rent or any other sum payable hereunder remains outstanding for a period of ten (10) days, the LESSEE agrees to pay to the LESSORS a late charge equal to one and one-half percent (1.5%) of the amount due for each month or portion thereof during which the arrearage continues.

21. RIGHT OF TERMINATION

Either party may terminate this Lease upon giving the other party ninety (90) days written notice prior to the date of termination in which event the rental obligation will be prorated to the date of such termination.

IN WITNESS WHEREOF, the said parties hereunto set their hands and seals this the 26 day of February, 2018.

LESSORS:

**LESSEE
MARSHALL COUNTY, KY**

John Thomas Seaford
JOHN THOMAS SEAFORD

BY:

Kevin Neal
KEVIN NEAL
COUNTY JUDGE EXECUTIVE

Janet Seaford
JANET SEAFORD

STATE OF KENTUCKY
COUNTY OF MARSHALL

Subscribed, sworn to and acknowledged before me by John Thomas Seaford and Janet Seaford on this the 26th day of February, 2018.

Susan Sedlock
NOTARY PUBLIC
#528037

My commission expires: 3-4-2019

STATE OF KENTUCKY
COUNTY OF MARSHALL

Subscribed, sworn to and acknowledged before me by Kevin Neal, County Judge
Executive on this the 26 day of February, 2018.

George Gene Hermanto
NOTARY PUBLIC #575168

My commission expires: 04/09/2021

THIS INSTRUMENT PREPARED BY
JOHNSON & MATHIS
ATTORNEYS AT LAW
P O BOX 450
BENTON, KY 42025

BY: Martin W. Johnson
MARTIN W. JOHNSON