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tbl 2018

LEASE AGREEMENT

THIS LEASE is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 1998;  
by and between:

THE LEAGUE OF WOMEN VOTERS OF LOUISVILLE AND JEFFERSON COUNTY, 115  
SOUTH EWING AVENUE, LOUISVILLE, KENTUCKY 40206 (hereafter LESSOR)

and

CITY OF LOUISVILLE, A MUNICIPAL CORPORATION AND CITY OF THE FIRST  
CLASS, PURSUANT TO KRS 81.010, 601 W. JEFFERSON STREET, LOUISVILLE,  
KENTUCKY 40202 (hereafter LESSEE).

In consideration of the rents to be paid and agreements to be performed as herein provided,  
LESSOR leases to LESSEE and LESSEE leases from LESSOR the premises herein described,  
and the parties further agree as follows:

1. PREMISES: The leased premises is a paved and striped parking lot located at the rear  
of 115 S Ewing Avenue, Louisville, Kentucky, as shown on Exhibit "A", attached hereto as if  
fully copied herein. The premises specifically excludes two parking spaces at the rear of the  
building and reserved for employees and members of LESSOR, as indicated on said Exhibit.

2. MODIFICATIONS:

A. LESSEE shall be permitted to erect a sign for the purpose of identifying the lot as  
parking for the Public; said sign to be removed upon surrender of the Premises, and said sign to  
be constructed, erected and removed solely at LESSEE's cost. LESSEE shall, prior to  
occupancy, restripe the parking lot to indicate individual parking spaces, including a space or  
spaces for the handicapped, at its sole expense.

B. Plans for any and all improvements, including the sign, must be approved in writing  
by LESSOR prior to their construction. At no time shall any other improvement, deletion,  
alteration or addition, including without limitation landscaping, be made to the premises by  
LESSEE without the express written consent of the LESSOR.

3. TERM: The term of this lease is Twenty (20) years, beginning on the date of execution  
by LESSEE, and ending twenty years from that date.

4. RENT:

a. Rent for these premises shall be THREE-HUNDRED AND NO/100 DOLLARS  
(\$300.00) per month. The rent shall be payable in advance, without notice or demand, on or  
before the first day of each month of said term, at the address of LESSOR.

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b. LESSOR AND LESSEE SHALL review the amount paid as rent every two years during the term of this Lease and shall adjust said rent by agreement of both LESSOR and LESSEE.

c. In the event the City of Louisville Board of Aldermen fails to authorize funds in the annual budget of the LESSEE to pay rent for any period of this lease term, LESSEE shall notify LESSOR and this Lease Agreement shall terminate effective upon the last date for which rent shall have been authorized by said Board.

5. REPAIRS AND MAINTENANCE: LESSOR shall, at its sole expense, keep in good order, condition and state of repair all portions of the Premises, and shall maintain and repair any and all fixtures and appurtenances now a part of or subsequently added to the premises during the term of this Lease. LESSEE shall maintain its sign so as to always present a clean and attractive appearance. LESSEE shall be responsible for snow removal.

6. HOLDING OVER: In the event LESSEE remains in possession of the Premises after the expiration of the term and without the execution of a new lease, it shall be deemed to be occupying the Premises as a tenant from month to month, subject to all conditions, provisions and obligations of this Lease insofar as the same are applicable to a month to month tenancy.

7. OCCUPANCY:

A. LESSEE shall enjoy the use of the premises for a parking lot which it shall make available to the general public for transient parking. LESSEE reserves the right to restrict the use of parking to customers of businesses or other public venues located along and adjacent to Frankfort Avenue. This Lease is not intended to provide parking for residents of housing units.

B. LESSEE shall accept said premises upon delivery, shall comply with the terms of this agreement and shall use, occupy and maintain said premises exclusively in accordance with the terms of this Agreement. Moreover, at all times during the tenure of this Lease or any extension thereof, LESSEE shall conduct operations on the premises in a safe, prudent, orderly, lawful and businesslike manner in full compliance with all laws, ordinances or regulations which may be applicable to the premises or LESSEE's use thereof. Further, LESSEE shall not commit or suffer waste therein or allow any part thereof to become a nuisance.

C. LESSOR agrees that LESSEE shall quietly hold and occupy the premises during the term of this Lease or any extension thereof subject to the terms and conditions herein.

8. ASSIGNMENT: This Lease and/or the rights or obligations hereunder shall not be assigned by LESSEE either voluntarily or by operation of law, nor shall the premises be sublet in either whole or in part without the prior written consent of LESSOR. Any attempt or attempts to accomplish the foregoing shall confer no rights upon any third party, assignees, or sublessees.

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9. DEFAULT AND CANCELLATION: In the event either party fails to comply with the terms of this Lease, the other party may seek cancellation of this Agreement; provided a written memorandum seeking such cancellation is submitted to the other party thirty (30) days prior to cancellation; and further provided that the failure to comply or the cause has not been remedied within thirty (30) days after said memorandum is given to the other party.

10. SURRENDER: Upon expiration or cancellation of the term or any renewals of this Lease, LESSEE shall at once surrender possession of the premises to LESSOR. LESSEE shall also, upon surrender and at the sole option of LESSOR, remove any and all modifications which LESSEE has made to the premises and shall restore the premises to the same condition in which it was found upon occupancy, normal wear and tear excepted.

11. INSURANCE: In accordance with the Louisville Code of Ordinances, Chapter 34.082 (1976), LESSEE has elected to be self insured for any General Liability claims brought forth against LESSEE. LESSOR agrees that LESSEE shall be self insured for the first \$300,000 of any "Occurrence", and that as per the above-mentioned Ordinance, the CITY Law Director has discretionary authority for paying any General Liability claim brought forth against the CITY out of the CITY's Claims and Judgment Fund, under which funds are appropriated annually by the Board of Aldermen. In addition, LESSEE agrees to keep in full force and effect Excess Self Insurance coverage, covering Bodily Injury, Property Damage, and Personal Injury Liability under the "Louisville Area Governmental Self Insurance Trust", as long as such coverage is available. The Limit of Liability provided by such Excess policy shall be \$5,000,000 per Occurrence under a Combined Single Limit format. LESSEE agrees to provide LESSOR with a Certificate of Self Insurance from the Trust evidencing coverage in force, if requested.

12. RIGHT OF ENTRY: LESSOR retains the full right and authority to enter, inspect and view the premises at all reasonably anticipated hours; provided that at no time LESSOR conducts such activities so as to interfere with or otherwise frustrate LESSEE's use and occupancy.

13. WAIVER OF TERMS, CONDITIONS, COVENANTS: The parties to this Lease agree that the LESSOR may waive the performance of any term, condition and covenant contained herein, provided that such waiver shall not be construed or deemed a continuing waiver of the same or any subsequent conduct which may constitute a default of any provision.

14. NOTICE: All notices required hereunder will be in writing and served by mail or in person to the persons named below until change of such names or addresses. LESSOR shall notify LESSEE and LESSEE shall notify LESSOR immediately, by written memorandum, of change in name or address of the persons named below.

To LESSOR: PRESIDENT  
LEAGUE OF WOMEN VOTERS  
115 S EWING AVENUE  
LOUISVILLE KY 40206

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To LESSEE: REAL ESTATE MANAGER  
LOUISVILLE DEVELOPMENT AUTHORITY  
600 W MAIN STREET  
LOUISVILLE KY 40202

15. AUTHORITY: LESSOR and LESSEE, by execution of this Agreement, do hereby warrant and represent to each other that they are duly organized and validly existing entities, are qualified to do business in the State of Kentucky, have full right, power and authority to enter into this Lease, and that each person signing on behalf of LESSOR and LESSEE is authorized to do so.

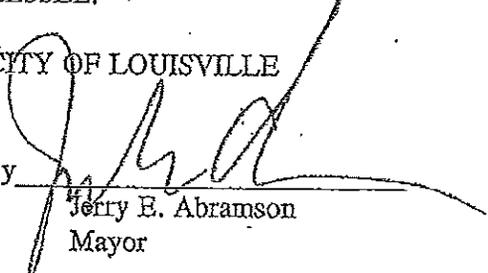
16. SEVERABILITY: If any provision of this Lease shall be declared invalid or unenforceable, the remainder of the Lease shall continue in full force and effect.

17. ENTIRE UNDERSTANDING: This Lease represents the entire understanding and agreement between the parties relating to the subject matter hereof and supersedes all prior negotiations and agreements relative thereto. The language in all parts of this Lease shall in all cases be construed as a whole according to its fair meaning and not strictly for or against either LESSOR or LESSEE.

LESSEE:

CITY OF LOUISVILLE

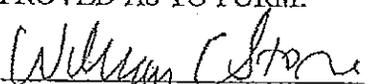
By

  
Jerry E. Abramson  
Mayor

DATE: 3-11-98

APPROVED AS TO FORM:

By

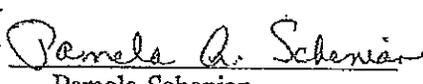
  
William C. Stone  
Director of Law

DATE: 3/2/98

LESSOR:

LEAGUE OF WOMEN VOTERS  
OF LOUISVILLE AND JEFFERSON COUNTY

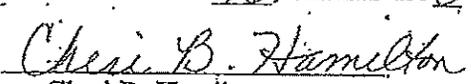
By

  
Pamela Schenian  
President

DATE: 1/17/1998

APPROVED BY RESOLUTION  
OF THE BOARD OF ALDERMEN  
RESOLUTION NO. 76, SERIES 1998

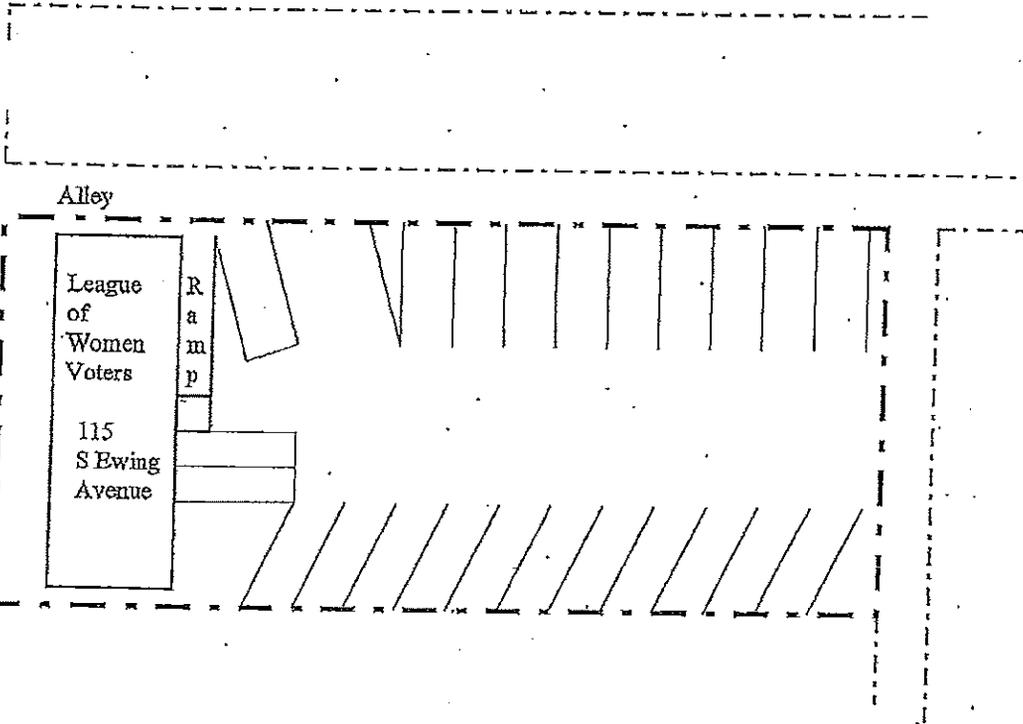
By

  
Cheri B. Hamilton  
Clerk, Board of Aldermen

DATE: 3-11-98

FRANKFORT AVENUE

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V



Post-It® Fax Note	7671	Date	# of pages
To	PHIL COUMBS	From	JOE WATSON
Co./Dept.	WORKS	Co.	LDA
Phone #	2566	Phone #	2857
Fax #	4130	Fax #	4143

Post-It® Fax Note	7671	Date	# of pages
To	Kathy Henson	From	Joe Watson
Co./Dept.	Board of Aldermen	Co.	LDA
Phone #	3902	Phone #	2857
Fax #	4420	Fax #	4143

EXHIBIT A