

**LEASE AGREEMENT**

THIS LEASE AGREEMENT made and entered into by and between MARSHALL COUNTY FISCAL COURT, hereinafter referred to as "LANDLORD" and MARSHALL COUNTY RESCUE SQUAD, 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 201 Ash Street, Benton, Kentucky, presently occupied by the Marshall County Rescue Squad. Said tract being the same property conveyed to Marshall County Fiscal Court by deed dated June 12, 1983, of record in Deed Book 189, page 546, 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.

(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"

MARSHALL COUNTY RESCUE SQUAD

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 Marshall County Rescue Squad, 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)

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QUIT CLAIM DEED

BE IT KNOWN THAT

The City of Benton, by and through its Mayor and ~~and~~ City Clerk  
of ~~Benton~~ Benton, Marshall County, Kentucky, for and in consideration of

Reconveying the property described herein in accordance with a Contract,  
Lease, and Option dated July 16, 1966.

201 Ash  
Street  
Benton

hereby conveyed and quit claim unto  
~~have sold and hereby convey unto~~ Marshall County Fiscal Court

their heirs and assigns  
Whose Address is Courthouse, Benton, KY 42025

Mc  
Rescue  
Squad

the following described land lying in Magisterial District No. Marshall County,  
Kentucky, viz.

A certain lot or parcel of land lying in Srow's Addition to the town of  
Benton described as follows: Beginning at the southwest corner of W. M.  
McGregor's Lot, thence south along Maiden Lane to the Lot owned by the  
Marshall County Seminary, thence east with said line to C. B. Cox's west line,  
thence north with said C. B. Cox's line to the northwest corner of said  
C. B. Cox's lot, thence east with the north line of C. B. Cox's lot to the  
southwest corner of Perry Pace Lot, thence north with the west line of  
Perry Pace and W. M. Wilkins to the south line of the aforesaid W. M.  
McGregor lot, thence west with said McGregor line to the beginning.  
Except all that part of the above mentioned land heretofore sold to R. L.  
Myre and lying south of a line described by running directly west from  
the northwest corner of R. L. Myre stable, said line being a continuation  
westward of the line dividing the Lot of R. L. Myre and R. E. Vance.

Being the same property conveyed to the City of Benton by a survey  
description in a deed for a Board Resolution, dated July 18, 1966 and  
of record in Deed Book 123, page 309 of the Marshall County Court Clerk's  
office.

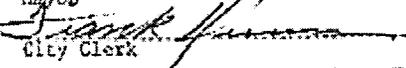
TO HAVE AND TO HOLD the said property unto the said Marshall County Fiscal Court

heirs and assigns forever with "Covenant of General Warranty." ~~and~~

~~the property hereby conveyed to reconvey the same to the City of Benton~~

HERE

Given Under our hands this the 13<sup>th</sup> day of June 1981

  
Mayor  
  
City Clerk

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Exhibit A

STATE OF KENTUCKY  
Sct.  
COUNTY OF MARSHALL

The foregoing instrument was acknowledged before me this 12<sup>th</sup> day of June, 1981 by  
Cox, Cresson and Frank Dumas, Mayor and City Clerk of the City of Benton,  
respectively.

Wesley V. Linn,  
Notary Public

My commission expires 2-13 1983

This Instrument Prepared By  
Lovett, Johnson, & Shapiro  
Attorneys  
Benton, Kentucky

David D. Powers

STATE OF KENTUCKY  
Sct.  
COUNTY OF MARSHALL

I, James R. English Clerk of the County Court of said County, do certify that the foregoing DEED was on  
the 15 day of JUNE, 1981 lodged in my office for record. Whereupon the foregoing and this  
certificate have been duly recorded in my office in Deed Book No. 189 Page 546

Given under my hand this the 16 day of JUNE, 1981

JAMES R. ENGLISH Clerk  
By Josephine Clayton D. C.