

LEASE AGREEMENT

THIS LEASE AGREEMENT ("Agreement"), dated as of the _____ day of _____, 202__ (the "Commencement Date"), is entered into by the Kenton County Public Health Taxing District d/b/a Kenton County Local Board of Health, having its principal office through the Northern Kentucky Health Department at 8001 Veterans Memorial Drive, Florence, Kentucky, and the Kenton County Fiscal Court, having its principal office at 1840 Simon Kenton Way, Suite 5200, Covington, Kentucky (hereinafter referred to as "Landlord").

ARTICLE I: RECITALS

WHEREAS, Landlord owns a certain plot, parcel or tract of land, together with all rights and privileges arising in connection therewith, located in in the area of Linden Avenue and Kavanaugh Street, Covington, Kentucky 41011, as further described in the legal description of the property attached hereto as **Exhibit A**, which is fully incorporated by reference as part of this Lease Agreement (collectively, "Property"); and,

WHEREAS, the Kenton County Local Board of Health has determined that its present facilities need to be relocated so as to provide public health services in accordance with State and Federal laws and regulations to the public; and,

WHEREAS, the Kenton County Fiscal Court desires that public health facilities be located in and about the area where there are existing medical facilities and a hospital; and,

WHEREAS, Tenant intends to construct a building on the leased premises to be used for public health purposes and delivery of public health care and services to the public, in accordance with the Federal and State laws governing public health facilities, and as may be directed from time to time by the Kentucky Department of Public Health, the Kenton County Local Board of Health, and the Board of Directors for the Northern Kentucky Independent Public Health Department; and,

WHEREAS, Tenant shall at its own cost incur substantial expenditures, debt, and obligations attendant to constructing a new health facility on the leased premises, and such construction shall constitute an improvement on currently unimproved property, and as consideration for Tenant's substantial improvements to Landlord's property, the parties mutually agree that the rent shall not exceed \$1.00 per month during the term and extended terms of this Agreement.

ARTICLE II: DEFINITIONS

- (A) "Commencement Date" means the date specified in Article V, Section B of this Agreement.
- (B) "Extended Term" has the meaning specified in Article V, Section C of this Agreement.

- (C) "Rent" has the meaning as "fixed rent" of \$1.00 per year during the initial term and extended terms of this Agreement.
- (D) "Landlord" means the County of Kenton, a county and political subdivision of the Commonwealth of Kentucky and any successor owner, or owners of Landlord's interest in the premises and of Landlord's interest under this Lease.
- (E) "Lease", "Lease Agreement" or "Agreement" means this Lease as the same may from time to time be hereafter amended, and the leasehold estate created pursuant to this Instrument.
- (F) "Lease Term" means the initial term of this Lease and all Extended Terms in respect of which Tenant shall have exercised its option to extend and renew, unless the Lease is terminated by agreement of the parties or cancelled earlier as provided within this Lease Agreement, in which case "Lease Term" shall mean and include the abbreviated period.
- (G) "Leased Premises" means that area of the Property that consists of Tenant's Exclusive Space, including any and all improvements and structures thereon.
- (H) "Property" means the real property and interests owned by the Landlord as described in Exhibit A.
- (I) "Taxes" means all real property taxes and general and/or any special assessments (including city, county, and state ad valorem property taxes, if applicable), rental taxes, gross receipts taxes, and other similar taxes levied on the land and buildings of the Property or related to the operation thereof, other than taxes on Tenant's personal property.
- (J) "Tenant" means the Kenton County Public Health Taxing Authority, a/k/a Kenton County Local Board of Health, and any successors and assigns of Tenant's interest in the Leased Premises and of all the rights, interests, and benefits that accrue to the Tenant by the terms and provisions under this Lease.

ARTICLE III: CONSTRUCTION OF IMPROVEMENTS

- (A) Original improvements
 - (i) Landlord and Tenant acknowledge that Tenant intends to develop the Property and to construct at its own cost and expense on the Property a building and related structures and improvements as required for the operation of a public health facility and surrounding grounds, parking areas, connections for sewers, waterlines, electricity, telephone lines, and other utilities, landscaping, and other improvements located within the Property or easements and appurtenances thereto (collectively, for purposes of this Lease, called the "Original Improvements"). Any building and other improvements to be constructed on the Property now or in the future will be in compliance with all applicable building codes then in effect.

- (ii) All Total Project Costs associated with the construction and erection of the Original Improvements on the Property and for the Project shall be paid by and be at the sole expense and costs and obligation of the Tenant. Upon Tenant's request, Landlord shall assist Tenant with the acquisition of any permits and licenses required for the development of the Property. The Tenant shall be responsible, at its costs, to ensure the Original Improvements constructed on the Property complies with local building codes and regulations.
- (iii) Landlord shall allow the Tenant to occupy the Leased Premises for its intended use; and that after the improvements are made and construction is finished, Tenant may take possession of the Leased Premises and occupy and use the Leased Premises for its intended use and which would permit the Tenant to commence its business operations in the Leased Premises, without disturbance or interference by Landlord.
- (iv) The parties agree that the direction and supervision of the working forces including subcontractors, rests exclusively with the Tenant, or its duly designated agent, and Landlord agrees not to issue any instructions to, or otherwise interfere with same.
- (v) All risk of loss or damage to the property by fire, windstorm, casualty, or other cause remains with the Landlord at all times during the development and construction of the Original Improvements on the Property during the construction of said items. Upon receiving a certificate for occupancy, Tenant shall be responsible for such casualty loss or damage in accordance with Article X of this Agreement.

(B) Hold harmless for mechanics lien

Tenant shall and does hereby agree to hold the Landlord harmless against and indemnify Landlord from any mechanic's or materialmen's liens or other encumbrances of the premises arising out of construction of any building or other improvements on the Property.

(C) Alterations and/or improvements

- (i) Any time after the Original Improvements are completed, Tenant, may at its sole discretion, and without prior approval of Landlord, make any additions, changes, alterations or capital improvements to the Property. All such additions, changes, alterations, or capital improvements shall comply with applicable building codes. Landlord shall not be responsible for any costs, expenses, or liabilities attendant with such changes, alterations, or capital improvements to the Property.

- (ii) The parties may jointly agree to make additions, changes, or alterations or capital improvements to the Property, in which case this Lease shall be amended to reflect such agreement, and the allocation of costs and expenses to and by each party.
- (iii) Notwithstanding any term or provision to the contrary herein, the Tenant shall not be required or obligated to share in the costs and expenses for any such alterations and/or improvements that the Tenant, at its sole discretion, desires not to be involved with or to participate in such Alterations and/or Improvements.

ARTICLE IV: GRANTING CLAUSE; PERMITTED USE; SURVEY

(A) Granting and taking clause

Landlord does by these presents hereby demise, rent, lease and let unto the Tenant and the Tenant does hereby take, rent, lease and hire from Landlord, for the Rentals and upon and subject to the terms and provisions and obligations as are set forth in this Lease, the Leased Premises and the structure constructed and installed pursuant to this Lease or any amendment or supplement thereto. The Leased Premises is hereby described and generally depicted in the site plan in **Exhibit B**, which is fully incorporated by reference to this Lease Agreement.

In addition to the above Landlord hereby grants to Tenant, during the Term of this Lease, the nonexclusive right to use the Common Areas Outside of Building for use by the Tenant and its clients, patients, customers, suppliers, visitors, invitees, employees, contractors and agents, for ingress and egress for vehicular and pedestrian use and for parking purposes, or other health related purposes, including public gatherings or mobile unit use.

(C) Permitted Use

Tenant, at all times in this Lease Agreement, shall have the right to quiet enjoyment of the Leased Premises, and may use the property for the installation, construction, modification, supplementation, maintenance, upgrade, replacement and operation of a public health center and all related activities, including the sub-leasing of portions of the property to third parties for the operation of other public health facilities and/or services ("Permitted Use"). Tenant agrees to restrict its use, and that of its sub-lessors of the property, to Tenant's Permitted Use and not to use, or permit the use of the Property for any other purpose without first obtaining the written consent of the Landlord in accordance with Article XII of this agreement.

(D) Survey

A survey, prepared at Landlord's expense, depicting and describing the property and all easements is attached hereto as **Exhibit C**.

ARTICLE V: TERM OF LEASE; EXTENDED TERMS

- (A) The Initial Term and Extended Term are collectively referred to as the "Lease Term". The Initial Lease term will be thirty (30) years ("Initial Term"), commencing upon the Commencement Date. The Initial Term will terminate on the last day of the month in which the thirtieth anniversary of the Commencement Date occurred.
- (B) The Commencement Date of this Agreement is: _____.
- (C) Provided that (i) Tenant is not in material default under the terms and conditions of this Agreement, and (ii) that this Agreement is in full force and effect, Tenant shall have the right to renew this Agreement upon the same terms and conditions for seven (7) additional terms of ten (10) years each (each, a "Extended Term"). Each such Extended Term shall be upon and subject to the same terms and provisions as are contained in this Lease Agreement. Tenant shall be deemed to have exercised each of these options and this Agreement shall be automatically renewed unless Tenant delivers a written notice to Landlord at least one (1) year before the expiration of the Initial Term (or any Renewal Term) declaring Tenant's intention to not exercise its option to renew. If Tenant delivers such a notice, then the Lease Term shall expire at the end of the Initial Term or Renewal Term, as applicable.
- (D) Tenant will not be permitted to hold over possession of the Property after the end of the Lease Term (by expiration or early termination) without the express written consent of the Landlord, which consent Landlord may withhold in its sole discretion. If Tenant holds over the end of the Lease Term, Landlord may, at its option, treat tenant as a tenant at sufferance only, and the continued occupancy by Tenant will be subject to this Agreement. Acceptance by Landlord of Rent after the end of the Lease Term will not result in a renewal of this Agreement. The foregoing provisions of this Section are in addition to and do not affect Landlord's right of re-entry or any rights of Landlord under this Agreement or as otherwise provided by law.
- (E) Conditions as tenancy, etc.

Landlord covenants to deliver or offer to deliver actual possession of the Leased Premises to Tenant on or as of the Commencement Date free of all tenancies and occupancies and of complaints, notices, reports, easements of record which do not adversely affect the Tenant's use of the Leased Premises or orders of which Landlord has notice with respect to any alleged violation of any law, order, regulation, or requirements of any federal, state, or municipal government or governmental agency having jurisdiction over the Leased Premises.

ARTICLE VI: RENT

- (A) Tenant shall pay Landlord an annual fixed rent (the "Rent") in the amount of \$1.00 (One Dollar) which shall be due on the Commencement Date and each subsequent anniversary thereof for the duration of the Lease Term.
- (B) All payments of rents shall be remitted to Landlord at the address for notices to Landlord prescribed by Article of this Agreement.

ARTICLE VII: POSSESSION OF PREMISES

- (A) Landlord shall deliver exclusive possession of the Property to Tenant on the Commencement Date, and Landlord warrants that the Property is not and will not be in violation of any federal, state or local laws, regulations, codes or other enactments or orders, including but not limited to those relating to the protection of health, welfare and the environment and zoning ordinances. Landlord warrants and represents that it has provided Tenant with all known deed restrictions, covenants, and other agreements (written or oral) of any type that control or restrict the use of the Property.
- (B) Tenant shall have unrestricted 24-hour access to the Leased Premises and may install security cameras and devices on or about the Leased Premises to safeguard confidential records and client privacy.
- (C) Tenant's intended uses of the Leased Premises shall be for use as a medical and health clinic/medical office/health facility/ and administrative offices. Uses shall be consistent with all federal and state laws governing public health facilities and the delivery of public health services without interference or restriction by Landlord, absent a Court Order.

ARTICLE VIII: SERVICES AND UTILITIES

- (A) Landlord shall not be responsible for Tenant's utility service. Tenant shall contract directly with the utility companies for its own utility services, and Tenant shall have the right to install additional utility lines and services on the Property pursuant to Article III hereof, so long as Tenant pays all expenses associated with the additional installation and service.
- (B) Landlord shall be responsible for all repair and maintenance of utilities for any existing towers located on or about the Leased Premises. Landlord shall not construct or cause other towers to be constructed on the Leased Premises without first securing the consent of Tenant that said tower will not materially interfere with the Tenant's use and quiet enjoyment of its Leased Premises.

ARTICLE IX: REPAIRS AND MAINTENANCE

(A) Tenant's obligations

Tenant shall keep and maintain, at Tenant's expense and costs, the Tenant's Leased Premises, including, without limitation, the structure and structural components, the roof, systems and equipment, interior walls, carpet, doors, interior glass, light fixtures and bulbs, keys and locks, fire extinguishers, interior plumbing and other fixtures which are not part of the systems and equipment, the parking lot area and any other exterior areas of the Leased Premises in good order and sanitary condition, and shall restore any areas of the Property disturbed during the construction or improvement thereon.

(B) Landlord's obligations

Landlord shall not engage in or permit any other person or entity to engage in activity in or about the Leased Premises which materially interferes with or materially interrupts the Tenant's ability to conduct its operations on the Leased Premises.

ARTICLE X: CASUALTY DAMAGE

- (A) If the Property and/or the Leased Premises should be damaged by fire or other casualty, this Lease shall not automatically terminate, but Tenant shall at its option proceed with reasonable diligence to rebuild or repair the Building and/or any and all other improvements to substantially the same conditions in which they existed prior to the damage.

Notwithstanding the foregoing, in the event the building located on the Property is so destroyed and it shall take longer than one hundred eighty (180) days to rebuild or repair the Building or the Tenant determines that the Building is a total loss, then Tenant at its option may terminate the Lease Agreement, and all rents and obligations accruing after the date of damage shall be abated and not owed. Tenant shall restore the Property to Landlord in a reasonably similar condition to that which existed at the time possession was originally given to Tenant without the structure or improvements constructed by Tenant.

- (B) In the event that Tenant determines the building to be a total loss Tenant shall deliver written notice to Landlord of that determination and the intent to terminate the Lease Agreement within ninety (90) days from the date of the occurrence of the fire or casualty.
- (C) Loss through Condemnation or Regulation. If any part of the Property is condemned or taken for any public or quasi-public use or if Tenant's operation becomes subject to regulations which make it no longer feasible to operate, then Tenant shall have the right to terminate this Agreement effective with the date the condemning authority takes possession or the regulations take effect. Landlord

shall be entitled to receive the entire condemnation award allocable to the Property and Tenant shall receive the award allocable to any improvements it has constructed thereon, the Personal Property and any other amounts separately awarded to Tenant in its own right.

ARTICLE XI: INSURANCE

(A) Tenant shall carry at its expense liability insurance on the Leased Premises throughout the Lease Term covering both Tenant and Landlord as an additional insured with terms and companies reasonably satisfactory to Landlord and having a combined single limit, providing both bodily injury, including death resulting therefrom, and property damage coverage, to the extent of \$2,000,000.00, arising out of the ownership, maintenance or use of the Leased Premises. Tenant shall also carry insurance against fire and such other risks as are from time to time included in standard extended coverage insurance, insuring the full replacement cost of all leasehold improvements paid for by Tenant, if any, including wall coverings, carpeting, furnishings, and equipment. All such policies shall be cancelable only upon thirty (30) days prior written notice to Tenant and Landlord. Prior to the Commencement Date and within fifteen (15) days prior to the expiration of each such policy, Tenant shall furnish Landlord with copies of such policies or certificates evidencing that such insurance is in full force and effect and stating the terms thereof.

(B) Certificates of coverage

Upon request, Tenant shall provide the Landlord with certificates evidencing the required coverage as set forth in this Article (and, as appropriate, showing each as an additional named insured). These certificates shall state that such insurance coverage may not be changed or cancelled without at least 30 days' prior written notice to the other party and shall provide renewal certificates to each party at least 30 days prior to expiration of such policies. Any insurance carried by Landlord or Tenant against loss or damage to the Property or Leased Premises shall be for the sole benefit of the party carrying such insurance and under its sole control.

(C) Tenant agrees to indemnify, defend and hold Landlord harmless from and against any and all injury, loss, damage or liability (or any claim in respect of the foregoing), costs or expenses (including reasonable attorneys' fees and court costs) occasioned by or arising out of the use and occupancy of the Property by Tenant, its agents, employees, guests and invitees or Tenant's breach of any provision of this Agreement to the extent allowed by law. Landlord agrees to indemnify, defend and hold harmless from and against any and all injury, loss, damage or liability (or any claims in respect of the foregoing) costs or expenses (including reasonable attorney's fees and court costs) occasioned by or arising out of the use and occupancy of the Property by Landlord, its agents, employees, guests and invitees or Landlord's breach of any provision of this Agreement to the extent allowed by law.

ARTICLE XII: ASSIGNMENT AND SUBLEASING

Tenant shall have the right to sublet all or any part of the Property to any other person or entity, with notice and consent of Landlord. Tenant shall deliver notice to Landlord of its intent to sub-lease by providing written notice at least thirty (30) days prior to the sub-lease. The notice shall include the name of the putative sub-lessee, the sub-lessee's intended use of the property, and the terms of the sub-lease. Landlord may, at its sole discretion, approve or deny any sublease of any portion of the property. If Landlord intends to deny the Tenant's request to sub-lease, it shall deliver notice thereof to Tenant within thirty (30) days from the date it receives notice from Tenant. If Landlord does not respond to the request within thirty (30) days, Landlord shall be deemed to have consented to the sub-lease. Tenant shall not assign its rights arising under this Lease Agreement without the express written consent of the Landlord.

ARTICLE XIII: PAYMENT OF TAXES

Landlord shall be responsible for and shall pay all taxes that may at any time during the Lease Term of this Lease be levied, charged, assessed, or imposed on the Property that includes the Leased Premises. Tenant shall be responsible for any ad valorem property taxes assessed against any leasehold interest, or portions thereof, as required by law. Tenant shall be responsible for any taxes owed on its personal property located on the Leased Premises.

ARTICLE XIV: DEFAULTS AND MEDIATION

- (A) Tenant shall be in default under this Agreement if Tenant fails to pay any annual Installment or to perform any of its other covenants or agreements in this Agreement within thirty (30) days after its receipt of written notice of default from Landlord. Landlord shall be in default if it fails to perform any of its covenants or agreements in this Agreement within thirty (30) days after its receipt of written notice of default from Tenant to Landlord.
- (B) In the event that either party is deemed to be in default in the observance and performance of any term or agreement or condition contained within this Lease, then the parties shall engage in good faith negotiations between themselves to remedy the default, or failing that, to engage in non-binding mediation with a neutral mediator agreed to by both parties.
- (C) Landlord shall not deny Tenant access to or use of its Leased Premises while the issue of default is being addressed by the parties through either negotiation or mediation. In the event that negotiation or mediation is not successful then the parties shall mutually submit the issue of default, and damages to the Kenton Circuit Court for final resolution. Tenant shall be entitled to continued use and enjoyment of the Leased Premises unless there is a Court Order to the contrary.
- (D) In the event that Landlord seeks termination of this Agreement for Tenant default, Tenant shall be entitled to recover from Landlord the fair market value of the

Property caused by the improvements constructed by Tenant, or which Tenant has caused to be constructed on the Leased Premises. In the event that Tenant has caused damage to the Landlord's Property, Landlord shall be entitled to recover the cost for repair or remediation of the Property due to Tenant's damage.

- (E) Landlord promises that, so long as Tenant performs its obligations under this Agreement, Tenant shall have the following rights:
 - (i) Tenant shall peaceably and quietly enjoy the Property throughout the Lease Term and shall be permitted to operate its health center and appurtenances thereto on the property without restriction or interference from others; and
 - (ii) During the Lease Term, Tenant shall enjoy the exclusive right to construct and operate a health center or any other appurtenance or similar facility on the Property, or sub-lease any portions of the property, subject to the terms and conditions of this agreement, for similar uses.
 - (iii) Other than default by the Tenant, Landlord shall not terminate this Lease Agreement during the Lease Terms, including the Extended Terms, without providing compensation to Tenant equivalent to the then-existing fair market value of the structures, buildings, and other improvements, as determined by a mutually agreed upon licensed appraiser using reasonably accepted practices in the industry for fair market valuation of the land and fair market valuation of the building and improvements, with the building, structures and improvements representing approximately 80% of the fair market value of the overall property.

ARTICLE XV: NO ENCUMBRANCE OR SALE OF PROPERTY BY LANDLORD

- (A) Landlord warrants that either: (a) there are no current liens, encumbrances, or deed restrictions on the Property and that this Agreement is superior to the rights of all others; or (b) Landlord has disclosed to Tenant the names of all current lien holders and Tenant has had an opportunity to obtain satisfactory non-disturbance agreements from each of them.
- (B) Landlord agrees not to encumber or suffer any lien against the Property and the Leased Premises during any time of this Lease Agreement.
- (C) During the first thirty (30) years of this Agreement, beginning with the Commencement Date, Landlord agrees not to sell or convey the Property to any other Person or Entity. Any sale or conveyance of the Property during the Lease Term of all or any part or portion of the Property or Leased Premises shall be subject to this Lease and to all of the terms and provisions hereof.
- (D) Prior to selling or conveying the Property to a third party, Landlord shall give Tenant the right of first refusal in the purchase of the Property. Landlord shall provide written notice to Tenant of Landlord's desire to sell the Property and Tenant shall have thirty (30) days within which to purchase the underlying land at fair market value of the overall Property, less the value of the improvements on the land, with

the allocation of fair market value being 80% for improvements, and 20% for land. Thus, for example, if the fair market value of the overall Property is \$100,000.00, the Tenant's purchase price would be \$20,000.00.

ARTICLE XVI: NOTICES

All Rent and other payments due under this Agreement shall be paid to Landlord at its address provided below. All notices required to be delivered under this Agreement shall be in writing and shall be deemed to have been duly given on the date they are received if they are delivered personally or by any nationally recognized overnight mail delivery service, or transmitted via telecopy transmission with electronic confirmation of receipt, or sent by certified mail return receipt requested, to the following address, as applicable:

To Landlord:

Kenton County Fiscal Court
c/o Judge/Executive
1840 Simon Kenton Way, Suite 5200
Covington, KY 41011

To Tenant:

Kenton County Local Board of Health
c/o District Director
Northern Kentucky Independent Public Health Department
8001 Veterans Memorial Drive
Florence, KY 41042

Either party may change its address for notice by delivering notice of the change of address in the manner provided above. Notices shall be deemed to have been delivered if they are delivered to the address stated in this Agreement (or any properly delivered modification), even if service is refused or if service is returned as undeliverable for any reason.

ARTICLE XVII: GENERAL PROVISIONS

- (A) This Agreement: (a) is the entire agreement between the parties and there are no other oral or written representations, conditions or agreements; (b) may not be amended, waived or extended except by a written amendment executed by both parties; (c) is binding upon and inures to the benefit of each of the parties and their permitted successors and assigns; (d) is to be governed, construed and enforced in accordance with laws of the Commonwealth of Kentucky, without regard to conflicts of law. Neither party's failure to insist upon the other party's strict performance of any provision of this Agreement nor failure to promptly exercise any right available in connection with this Agreement shall constitute a

waiver of any provision or an amendment to this Agreement. Both parties have had the opportunity to review this Agreement with counsel and therefore neither party shall be construed as the “drafter” of this Agreement. The parties have executed this Agreement effective on the Commencement Date.

- (B) Landlord represents and warrants to Tenant that Landlord has full power, authority and the legal right to sign and deliver this Agreement without the consent of any other person or entity. Tenant represents and warrants to Landlord that Tenant has full power, authority and the legal right to sign and deliver this Agreement without the consent of any other person or entity.
- (C) The submission of this Agreement to Landlord shall not be construed as an offer, and neither party hereto shall have any rights hereunder until both such parties have fully executed this Agreement and delivered an executed copy thereof to the other.
- (D) Neither party shall record this Agreement. The parties shall execute a short form or memorandum of this Agreement for recording purposes to provide public notice of this Agreement, which short form or memorandum shall be substantially in the form attached hereto as **Exhibit D**. In the event that Landlord sells the Property and/or Leased Premises in accordance with Article XV of this Agreement, then Landlord shall disclose this Agreement to any potential purchaser and cause this Agreement to be recorded with the Kenton County Clerk as a condition precedent to any sale.
- (E) This Lease shall be construed and enforced in accordance with the laws of the Commonwealth of Kentucky.
- (F) If any provision of this Lease or the application thereof to any person or circumstances shall to any extent be invalid or unenforceable, the remainder of this Lease, or the application of such provision to persons or circumstances other than those as to which it is invalid or unenforceable, shall not be affected thereby, and each provision of this Lease shall be valid and enforced to the fullest extent permitted by law.
- (G) It is covenanted and agreed that all covenants, agreements, rights, privileges, obligations, duties, conditions, and recitals in this Lease shall be construed as covenants running with the land affected thereby.
- (H) Any amendment or modification to this Lease Agreement must be in writing and signed and attested to by both parties.

IN WITNESS WHEREOF, the undersigned have caused this Agreement to be executed as of the Commencement Date.

LANDLORD:

Kenton County Fiscal Court, by and through, its Judge Executive

By: _____

Name: _____

Its: _____

Date: _____

TENANT:

Kenton County Board of Health, by and through its agent, the Northern Kentucky Independent District Health Department and its District Director of Health

By: _____

Name: _____

Its: _____

Date: _____

[NOTARY ON FOLLOWING PAGE]

Exhibit A

LEGAL DESCRIPTION OF PROPERTY

Exhibit A

LEGAL DESCRIPTION OF PROPERTY (cont.)

Exhibit B

SITE PLAN

This Exhibit B shall be replaced by Tenant with a land survey and/or construction drawings of the Site Plan at the Property that Landlord shall approve prior to the Commencement Date, which approval shall not be unreasonably withheld, conditioned, or delayed.

Exhibit C

SURVEY

To be attached hereto.

This Exhibit C shall be replaced by Landlord with a surveyed metes and bounds legal description which shall specifically identify the dimensions of the Property and any necessary Easements or public Right-of-Way(s).

Exhibit D

Parcel Identification Number or
Group Index Number: _____

MEMORANDUM OF LEASE AGREEMENT

This Memorandum of Lease Agreement (this "Memorandum") is made to be effective as of _____, 201__ by the Northern Kentucky Health Department, having its principal office at 8001 Veterans Memorial Drive, Florence, Kentucky, (hereinafter referred to as "Tenant") and the Kenton County Fiscal Court, having its principal office at 1840 Simon Kenton Way, Suite 5200, Covington, Kentucky (hereinafter referred to as "Landlord").

WITNESSETH:

WHEREAS, Landlord and Tenant have entered into a certain Lease Agreement, dated _____, 201__ (the "Lease");

WHEREAS, this Memorandum is made pursuant to the terms and conditions of the Lease, the rent and other terms and conditions of which are incorporated herein by reference;

WHEREAS, Landlord owns certain real property located in the area of Linden Avenue and Kavanaugh Street, Covington, Kentucky approximately _____ acres in size and more fully described on the legal description attached hereto as **Exhibit A** (the "Property");

WHEREAS, under the terms of the Lease, Landlord granted to Tenant a ground lease of the Property to properly construct, install, maintain, and operate a public health center located thereon and to conduct any associated business on the Property;

WHEREAS, it is the intention of Landlord and Tenant that this Memorandum be filed of record in the County Clerk's records of Kenton County, Kentucky, to give notice of the Tenant's leasehold estate under the Lease in and to the Property.

NOW, THEREFORE,, Landlord and Tenant execute this Memorandum to provide notice of the following:

1. Term of Lease. The term of the Lease shall be for an initial term of thirty (30) years, commencing on _____, and may be renewed seven (7) time(s) for an additional ten (10) years as to each renewal term.

2. Addresses. All notices or requests for information shall be given to Landlord and/or Tenant at the following addresses:

To Landlord:

Kenton County Fiscal Court
c/o Judge/Executive
1840 Simon Kenton Way, Suite 5200
Covington, KY 41011

To Tenant:

Northern Kentucky Health Department
c/o Director
8001 Veterans Memorial Drive
Florence, KY 41042

3. Lease Covenants. The covenants, agreements, rights, privileges, obligations, duties, conditions, and recitals in the Lease Agreement are covenants running with the land affected thereby.

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IN WITNESS WHEREOF, the undersigned parties have each caused this Memorandum to be executed as of the day and year first above written.

LANDLORD:

KENTON COUNTY FISCAL COURT

By: _____

Name: _____

Its: _____

COMMONWEALTH OF KENTUCKY)

) ss:

COUNTY OF KENTON)

On this ____ day of _____, 202__, before me, the undersigned, personally appeared _____, known to me (or satisfactorily proven) to be the person whose name is subscribed to the within instrument and acknowledged that they executed the same for the purposes therein contained.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

Notary Public

My Commission Expires: _____

(Signatures Continued On Next Page)

TENANT:

Kenton County Local Board of Health,
through its agent, Northern Kentucky
Independent Public Health Department
and its District Director

By: _____

Name: _____

Its: _____

COMMONWEALTH OF KENTUCKY)

) ss:

COUNTY OF KENTON)

On this ____ day of _____, 202__, before me, the undersigned,
personally appeared _____, known to me (or satisfactorily
proven) to be the person whose name is subscribed to the within instrument and
acknowledged that they executed the same for the purposes therein contained.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

Notary Public

My Commission Expires: _____