

## LICENSE AGREEMENT

This license agreement is entered into by and between the Kenton County Fiscal Court, Kenton County, Kentucky, 1840 Simon Kenton Way, Covington, Kentucky, (hereinafter referred to as "Kenton County" or "Licensee"), and the Covington Turners Society, Inc., 447 W. Pike Street, Covington, Kentucky, (hereinafter referred to as "Turners" or "Licensor"),

**WHEREAS**, Kenton County operates the Kenton County Administration Building at 1840 Simon Kenton Way in Covington which houses offices of the Kenton County Fiscal Court, Kenton County Attorney, Kenton County PVA, Kenton County Commonwealth's Attorney, Kenton County Clerk, Kenton County Sheriff, Kenton County Emergency Management, the Kentucky Department of Transportation Driver's Licensing Division, the Kentucky Attorney General, and Planning and Development Services of Kenton County; and

**WHEREAS**, the number of offices located within the Administration Building require a significant number of parking spaces to adequately accommodate employees and provide public access to the building and government services available therein; and

**WHEREAS**, due to the imminent Brent Spence Bridge companion bridge construction project, the public and employee parking available in the main parking lot of the Kenton County Administration Building will be significantly reduced for several years; and

**WHEREAS**, the Covington Turners Society owns a surface parking lot at 437 W. Pike Street which is adjacent to both the Kenton County Administration Building and the Covington Turners Society; and

**WHEREAS**, the parties stand to mutually benefit from the County improving the parking lot in exchange for a license to use the lot;

**WITNESS**, that in consideration of the mutual covenants and promises set forth herein, the parties agree as follows:

- **Grant of License.** Turners hereby grants a license for the use of the surface parking lot located at 437 West Pike Street, Covington, (hereinafter "Parking Lot") for the purpose of parking vehicles, to Kenton County and its designees, on the terms and conditions set forth herein.
- **Consideration.** In consideration of the grant of license, Kenton County agrees to provide the following services to improve the parking lot during the term of the license granted herein:
  - Clean the existing parking lot and repair any gravel and soft surfaces in preparation for a blacktop overlay.
  - Install two (2) inches of blacktop over the entire parking surface area;

- Stripe the parking lot to maximize use by personal vehicles and comply with ADA requirements as applicable.
  - Install appropriate signage as necessary.
  - Perform snow removal during inclement weather on the same schedule and times as the lots at the Kenton County Administration Building.
- **Term, effective date of License.** The license granted herein shall be effective March 1<sup>st</sup>, 2023, or upon the mutual execution of this agreement by the parties, whichever occurs earliest, and shall continue in full force and effect until July 31<sup>st</sup> 2025, unless terminated earlier by mutual written agreement of the parties.
  - **Early Termination of Agreement.** Licensee may terminate this agreement for any reason upon thirty (30) days' notice of its intent to terminate, in writing, to Licensor. Should Kenton County fail to begin the initial repairs identified in Section 2(a), 2(b), 2(c) within twelve months of the effective date of this agreement, the license granted to it herein shall terminate automatically.
  - **Exclusive rights.** Licensee shall have the exclusive right to use the parking lot Monday through Friday, from 8:00 AM to 5:00 PM. Turners shall not grant any other individual, business, or entity a license to use, nor permit any other use of the parking lot, during the times of Kenton County's license except for use by members and patrons of Turners or upon the written consent of Licensee. Licensor and Licensee shall designate a section of the parking lot for use by patrons of Turners. This section shall not apply to any license, lease, or other agreement for the use of parking spots in the Parking Lot existing and in effect as of January 1<sup>st</sup>, 2023. The parties acknowledge a pre-existing agreement for ten (10) spots on the north end of the parking lot.
  - **Maintenance.** Licensee shall have no maintenance obligations during the term of its license herein, except as expressly provided in this agreement.
  - **Utilities.** Any electric, gas, water, sewer, or any other utility bills associated with the premises shall be the responsibility of Licensor.
  - **Modifications.** The parties shall agree on any modifications to the parking lot after completion of the initial repairs identified in Section 2(a), 2(b), 2(c), and 2(d).
  - **Hold Harmless.** Licensee shall hold Licensor and its officials, employees, and agents, from any and all claims, demands, liabilities, damages or suits brought by any person or other entity arising from or related to Licensee's use of the parking lot.
  - **Compliance with Law.** Licensee will comply with all federal, state, city, and county laws, statutes and/or ordinances.

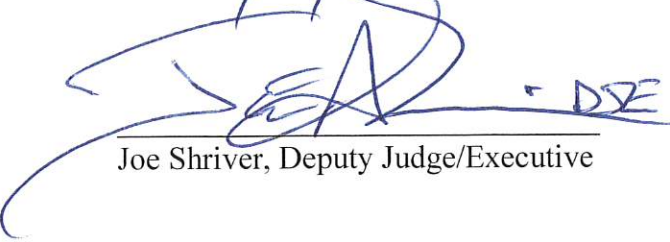
- **Law of Kentucky.** This Agreement will be construed according to the laws of the Commonwealth of Kentucky.
- **Entire Agreement.** This Agreement is the entire agreement of the parties.

**KENTON COUNTY FISCAL COURT**

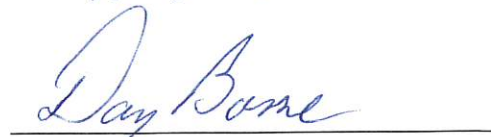
**COVINGTON TURNERS SOCIETY, INC.**

Date: 5/31/2023

Date: 4/20/23

 - DSE

Joe Shriver, Deputy Judge/Executive



Doug Bosse, President