

B. SCOTT GRAHAM
Attorney at Law
331 East College Avenue • P.O. Box 637
Stanton, Kentucky 40380

606-663-6368

1-800-663-9989

Fax: 606- 663-6348

May 5, 2017

To: All members of the City of Stanton Tourism and
Convention Commission

In Re: Hollerwood and Red River Museum;
Powell County Tourism Commission

Dear Members,

At our last meeting there were some concerns raised relative to commitments made by the Powell County Tourism Commission and whether the City of Stanton Tourism and Convention Commission should assume those debts and be responsible for their payment. As city attorney, I can advise that it is within the discretion of the Commission to undertake any expenditure that is directly related to tourism and tourism related activity that positively affects the City of Stanton and the surrounding area. If the Commission desired to do so, I believe it could legally do so. The question of whether the Commission should do so is a more complex question, and, (as I have said), is within the discretion of the commission members.

There was some concern raised at last weeks meeting as to whether the Powell County Tourism Commission was actually legally obligated to pay the \$18,500.00 yearly lease amount. There was a great deal of uncertainty, (including among members of the Powell County Tourism Commission who were present), as to whether the Powell County Commission was actually legally responsible for the indebtedness. As such, I sent an open records request to the Powell County Tourism Commission. A copy of that request dated April 28, 2017 is attached hereto. Based on a review of the records provided to me, it does not seem to me that the Powell County Tourism Commission is legally obligated for payment of the lease payment. It would appear that either the Multi-County Recreational Board, Inc., (composed of Estill, Lee, Powell and Wolfe Counties), or the Powell County Fiscal Court would be the responsible party - per the documents I have been supplied. I have included copies of the responses I received for you to review. The only action I saw was a series of emails relative to the Powell County Tourism Commission where they paid \$18,500 back in August of this year. I do not see any minutes of the Powell County Tourism Commission where they agreed to be responsible for the lease payment going forward or in past years. As such, I do not believe the Powell County Tourism Commission is legally obligated for the payment of the lease payment for 2017 and after, (as there is no legal documentation in the form of minutes, resolutions, or agreements executed by the Powell County Tourism Commission agreeing to assume said debt).

Secondly, the documentation I received earlier in the week from the opens records request do show that the Powell County Tourism Commission did agree to fund the Red River Museum. Please review the minutes of the Powell County Tourism Commission for September 24, 2014, where the Commission agreed to fund the Red River Historical Museum and Society in the amount of \$5,000 per year for a period of 5 years.

Lastly, (as part of the open records request), I received a copy of a bank account of the Powell County Tourism Commission which shows an ending balance of \$334,710.06. A copy of that bank statement is enclosed for your review. This is the only bank statement which I received.

Lastly, I have enclosed a copy of the Article of Incorporation for the Powell County Tourism Commission, (which was not part of the discovery request). The Powell County Tourism Commission is currently having the Powell County Fiscal Court by ordinance dissolve them, with the intention of re-establishing themselves under a different ordinance which, (among other things), will prevent the City of Stanton from having a representative on the board. Please note Article VII of the enclosed Articles of Incorporation which clearly states that in the event of the dissolution of the Tourism Commission, (which the Fiscal Court is in the process of doing by ordinance), the Commission before dissolving shall first pay "all liabilities of the corporation." It would seem that this Article requires the Powell County Tourism Commission to pay its lawful debts from the funds it has before dissolving. The Powell County Tourism Commission has ample funds to do so, (based on the bank records in our possession), so it has been the position of Mayor Allen and the City Council that those debts should be paid from the several hundred thousand dollars the Commission currently has in the bank.

As City Attorney, I can unequivocally state the City of Stanton Tourism and Convention Commission at this time has no legal obligation whatsoever for the payment of either debt. Likewise, it is, (in my opinion), within the discretion of the City of Stanton Tourism Commission to pay for tourism-related projects, (which would and could realistically include both these projects). The questions are not simple. On the Hollerwood project, would the citizens of Stanton support payment of lease payments on property that the Multi-County Recreational Board, Inc., will eventually own and from which the City of Stanton will never have an ownership interest in? Likewise, I could see some questions raised by people asking if the best use of the Commission's funds would be to support a museum located in Clay City? The situation brought to you last week is a rather complex one. I hope this letter and documentation assists you in being properly prepared for our meeting next week. If you have any questions, you are welcome to contact my office.

Sincerely,



B. Scott Graham
City Attorney
City of Stanton

B. SCOTT GRAHAM

Attorney at Law

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April 28, 2017

Powell County Tourism Commission
Serena Bowen, Executive Director
164 North Main Street
P.O. Box 1028
Stanton, Kentucky 40380

In Re: Open Records Request;
emailed: powelltourism@gmail.com

Dear Ms. Bowen,

On Monday night there were some discussions at the City of Stanton Tourism and Convention Commission meeting regarding a number of matters related to the Powell County Tourism Commission and financial obligations regarding the Red River Museum and Hollerwood property. It was my understanding that some documentation was going to be provided to the City regarding said matters. I checked with the Clerk earlier today and we had not received anything. I wanted to make sure that we got this information to forward to the Commission members. I thought it wise to go ahead and send an open records request. If you have any problems supplying the information within the prescribed time period, please let my office know.

It is my understanding that you are the Executive Director of the Powell County Tourism Commission. I am City Attorney for the City of Stanton. On behalf of the City of Stanton, I am forwarding an Open Records Request to the Powell County Tourism Commission. Based on your position as the Executive Director of said public agency, it is my understanding that said request should be made to you. If the Powell County Tourism Commission has a designated Records Officer, who is someone other than yourself, please forward this request on to them.

Pursuant to the Kentucky Open Records Act (KRS 61.870 *et seq.*), please accept this letter as a formal request for copies of the following records:

- 1) Copies of all resolutions, ordinances, inter-local agreements, and any other legislative enactments, minutes, or written agreements involving the Powell County Tourism Commission and the Red River Museum, the Red River Historical Society or an entity affiliated with the Red River Museum and Red River Historical Society, (especially as it relates to any grant or financial assistance to the Red River Museum or Red River Historical Society).

2) Copies of all resolutions, ordinances, inter-local agreements and any other enactments or agreements involving the Powell County Tourism Commission and the Multi-County Recreational Board, LEWP Multi-County Recreation Board or the Hollerwood Park located in Lee, Estill, Wolfe and Powell Counties. Please specifically include any documentation obligating the Powell County Tourism Commission to be responsible of any lease fees relative to said property.

3) Copies of the most recent monthly bank statements for all bank accounts held by the Powell County Tourism Commission. Said request would specifically involve the monthly bank statements received by the Powell County Tourism Commission from the banking institution on a monthly basis which includes copies of all checks written during that month.

KRS 61.872 provides that all public records shall be open for inspection and shall be made available by each public agency. The agency is required to copy those records and to mail them to the person or entity making the request to inspect them. KRS 61.880(1) further provides in relevant part as follows:

Each public agency, upon any request for records made under KRS 61.870 to 61.884, shall determine within three (3) days, excepting Saturdays, Sundays and legal holidays, after the receipt of any such request whether to comply with the request and shall notify in writing the person making the request, within the three (3) day period, of its decision. An agency response denying, in whole or in part, inspection of any record shall include a statement of the specific exception authorizing the withholding of the record and a brief explanation of how the exception applies to the record withheld. The response shall be issued by the official custodian or under his authority, and it shall constitute that agency action.

We appreciate your prompt response in accordance with the time frame established in KRS 61.880(1).

The records can be mailed either to the City of Stanton at its mailing address of PO Box 370, Stanton, Kentucky 40380 or to myself, (in my capacity as City Attorney of the City of Stanton), at the address listed above in the letterhead. You are also welcome to drop off the requested documents at either the Stanton City Office or at my office if you would prefer to do so. We will, of course, pay the reasonable copy costs. Thank you in advance for your assistance.

Sincerely,



B. Scott Graham
City Attorney
City of Stanton

ARTICLES OF INCORPORATION

THE POWELL COUNTY TOURISM COMMISSION, INCORPORATED.

The undersigned, all of whom are citizens of the United States and the Commonwealth of Kentucky desiring to form a non-stock non-profit corporation under the provisions of Chapter 273 of the Kentucky Revised Statutes do hereby certify:

RECORDED & INDEXED
AUG 13 10 32 AM '93
JOS
[Signature]

ARTICLE I

The name of the Corporation is POWELL COUNTY TOURISM COMMISSION, INCORPORATED.

ARTICLE II

The Corporation is organized exclusively for the purpose of promoting recreation convention and tourist activity in STANTON, CLAY CITY . and POWELL COUNTY.

JUL 29 1993

ARTICLE III

This Corporation shall have and be entitled to exercise all powers conferred upon nonprofit corporations by Chapter 273 of the Kentucky Revised Statutes as fully as if those powers were specifically set forth in these Articles: PROVIDED HOWEVER, the corporation shall not have or exercise any power not connected with the furtherance of the purposes stated above: AND PROVIDED FURTHER that no part of the net earnings of the corporation shall inure to the benefit of or be distributable to, its members, directors, officers, or other private persons, except that the corporation shall be authorized and empowered to pay reasonable compensation for services rendered and to make payments and distributions in furtherance of the purposes stated above; no substantial part of the

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POWELL
STANTON, KY
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activities of the corporation shall be the carrying on of propaganda, or otherwise attempting to influence legislation, and corporation shall not participate in, or intervene in (including the publishing or distribution of statements) any political campaign on behalf of any candidate for public office; and notwithstanding any other provision of these articles, the corporation shall not carry on any other activities not permitted to be carried on (a) by a corporation exempt from federal income tax under section 501 (c) (3) of the Internal Revenue Code of 1954, as amended or (b) by a corporation, contributions to which are deductible under section 170 (c) (2) of the Internal Revenue Code of 1954 as amended.

ARTICLE IV

The Corporation shall be governed by a Board of Directors of at least seven who shall be vested with all powers conferred on directors by Chapter 273 of the Kentucky Revised Statutes. Their number, qualifications, terms, manner of voting, and manner of election and removal shall be prescribed in, any may be changed by amendment to, the Bylaws.

The following individuals, residing at addressed given, shall comprise the initial Board of Directors of the Corporation, to serve until such time as they are removed from office or replaced by another duly elected and qualified individual, all in accordance with the provisions of the Bylaws:

DELTA CAMPBELL, 95 2ND AVE. CLAY CITY, KY 40312
MARK McLeMORE 2135 NATURAL BRIDGE RD., SLADE, KY 40376
DALLAR PELFREY, 65 MAIN STREET, STANTON, KY. 40380
HARDIN ABNER, % ABNER'S MOTEL, STANTON, KY. 40380
PETE THOMAS, 75 PEARL STREET, STANTON, KY. 40380
SUSIE FIG, 860 RIVERVIEW DRIVE, STANTON, KY. 40380
JOHN BREWER, P.O. BOX 826, STANTON, KY. 40380

ARTICLE V

The Corporation may have members, conditions, and terms of membership shall be as prescribed in the Bylaws.

ARTICLE VI

The registered office of the Corporation in the Commonwealth of Kentucky is P.O. BOX 1028, 105 N MAIN ST. STANTON, KENTUCKY 40380 and the registered agent is JOHN BREWER P.O. BOX 1028, 105 N. MAIN ST. STANTON, KY 40380 Principle office, same as registered.

ARTICLE VII

The duration of the corporation shall be perpetual or until dissolved pursuant of law.

In the event of termination or dissolution of the corporation in any manner or for any reason whatsoever, the board of directors shall, after paying or making provision for the payment of all of the liabilities of the corporation, dispose of all assets of the corporation exclusively for the purposes of the corporation in such manner, or to such organizations(s) organized and operated exclusively for charitable, educational, religious, or scientific purposes as shall at the time qualify as an exempt organization(s) under section 501 (c) (3) of the Internal Revenue Code of 1954, as amended, as the board of directors shall determine. Any such assets not so disposed of shall be disposed of by the appropriate court of the county in which the principle office of the corporation is then located, exclusively for such purposes or to such organization(s) as said court shall determine, which are organized and operated exclusively for such purposes.

ARTICLE VIII

The names and addresses of the incorporators are as follows:

JOHN BREWER, P.O. BOX 826, STANTON, KY. 40380

DALLAS PELFREY, 69 N. MAIN STREET STANTON, KY 40380

SERENA BOWEN, MAPLE STREET STANTON, KY 40380

ARTICLE IX

That the initial offices shall be as follows:

JOHN BREWER, P.O. BOX 826, STANTON, KY. 40380--CHAIRMAN


DALLAS PELFREY, 69 NORTH MAIN ST., STANTON, KY 40380--VICE CHAIRMAN

SERENA BOWEN, MAPLE STREET, STANTON, KY 40380--SECRETARY-TREASURER

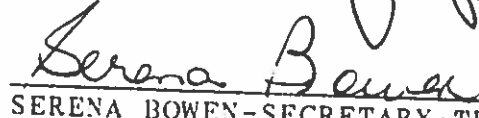
IN WITNESS WHEREOF: We have on this the 13 day of July 1993.
set our hands.



JOHN BREWER-CHAIRMAN



DALLAS PELFREY-VICE CHAIRMAN



SERENA BOWEN-SECRETARY-TREASURER

COMMONWEALTH OF KENTUCKY

COUNTY OF POWELL

I, the undersigned Notary Public, do hereby certify that JOHN BREWER, DALLAS PELFREY and SERENA BOWEN personally appeared before me and acknowledged and delivered the foregoing Article of Incorporation of THE POWELL COUNTY TOURISM COMMISSION, INCORPORATED, to be their free and voluntary act and deed.

Witness my hand this 13th day of July, 1993.

Susie Fig
NOTARY

MY COMMISSION EXPIRES 9-7-96

**STATE OF KENTUCKY,
COUNTY OF POWELL.**

I, Rhonda L. Barnett, Clerk of the County for the County and State aforesaid, do hereby certify that the foregoing instrument was on the 24 day of Feb 2003 lodged in my office for record whereupon the same with the foregoing and this certificate have been duly recorded in my office.

**RECORDED
BOOK 6 PAGE 592**

Given under my hand, this 26 day of Feb 2003

Rhonda Barnett, Clerk
By: D. Barnett, D. C.

Whitaker Bank



POWELL COUNTY TOURISM COMMISSI
 PO BOX 1028
 STANTON KY 40380-1028

45031935

Apr 30, 2017

Pg 1 of 2

45031935 PREMIUM PUBLIC NOW
 POWELL COUNTY TOURISM COMMISSI 18

 Security Tip!

We would never ask you to verify your login credentials over the phone or email.

Only YOU should know your user name and password!

04/01/2017 Beginning Balance		282,115.56
5 Deposits/Other Credits	+	62,234.78
18 Checks/Other Debits	-	9,640.28
04/30/2017 Ending Balance	30 Days in Statement Period	334,710.06

----- Deposits/Other Credits -----

04/10/2017 Deposit	355.27
04/17/2017 Deposit	1,608.12
04/17/2017 Deposit	51,388.00
04/24/2017 Deposit	8,865.99
04/30/2017 Accr Earning Pymt Added to Account	17.40

----- Checks listed in numerical order; (*) indicates gap in sequence -----

Check	Date	Amount	Check	Date	Amount
4617	04/03	1,437.56	4629	04/07	21.53
4620*	04/04	500.00	4630	04/07	221.87
4622*	04/06	3,330.25	4631	04/28	176.00
4625*	04/06	20.32	4632	04/12	400.00
4626	04/11	161.66	4633	04/20	39.80
4627	04/10	54.19	4634	04/20	94.94
4628	04/10	450.00	4635	04/18	1,465.63

----- Other Debits -----

04/12/2017 POS Payment	12.78
DOLLAR-GENERAL # STANTON KY	
04/17/2017 POS Payment	350.00
KENTUCKY DERBY FESTIV 502-5723832 KY	
04/20/2017 POS Payment	3.75
DOLLAR-GENERAL # 128 STANTON KY	
04/20/2017 POS Payment	900.00
FLYING PIG MARATHON 800-682-2289 OH	

----- Daily Ending Balance -----

04/01	282,115.56	04/04	280,178.00	04/07	276,584.03
04/03	280,678.00	04/06	276,827.43	04/10	276,435.11

Whitaker Bank



WHITAKER BANK
CORPORATION OF KENTUCKY

POWELL COUNTY TOURISM COMMISSI

45031935

Apr 30, 2017

Pg 2 of 2

45031935 PREMIUM PUBLIC NOW
POWELL COUNTY TOURISM COMMISSI

----- Daily Ending Balance -----					
04/11	276,273.45	04/18	327,041.16	04/28	334,692.66
04/12	275,860.67	04/20	326,002.67	04/30	334,710.06
04/17	328,506.79	04/24	334,868.66		

----- Earnings Summary -----			
** Below is an itemization of the Earnings **			
** paid this period. **			
Interest Paid This Period	17.40	Annual Percentage Yield Earned	0.07 %
Interest Paid YTD	106.53	Days in Earnings Period	30
		Earnings Balance	302,466.97

	Total For This Period	Total Year-to-Date
Total Overdraft Fees	\$.00	\$.00
Total Returned Item Fees	\$.00	\$.00

***** Balances are as of Apr 30, 2017 *****

4503193511 CD - 12 Month
POWELL COUNTY TOURISM COMMISSI

Bal Last Stmt		10,471.52
Deposits	0	0.00
Withdrawals	0	0.00
Current Balance		10,471.52
Earnings Rate		.3000
Maturity Date		06/04/2017
Int Paid YTD		7.73

DIRECT INQUIRIES TO: PLEASE REFER TO THE BACK OF THE STATEMENT FOR THE
CORRECT PHONE NUMBER TO YOUR LOCAL WHITAKER BANK OFFICE.



OFFICE OF THE GOVERNOR
DEPARTMENT FOR LOCAL GOVERNMENT

Steven L. Beshear
Governor

1024 Capital Center Drive, Suite 340
Frankfort, Kentucky 40601
Phone (502) 573-2382
Fax (502) 573-2939
Toll Free (800) 346-5606
www.dlg.ky.gov

Tony Wilder
Commissioner

May 15, 2013

The Honorable Dennis Brooks
Wolfe County Judge/Executive
P.O. Box 429
Campton, KY 41301

RE: *ICA 13-024: Interlocal Agreement between Estill County, Lee County, Powell County, Wolfe County; Multi-County Recreational Board*

Dear Judge Brooks:

Enclosed, please find the above-executed Agreement. The Department for Local Government (DLG) has retained a copy of the Agreement for DLG's files. This Agreement must also be filed with the Estill, Lee, Powell and Wolfe County Clerks and the Secretary of State to have force of law, as per KRS 65.290. If you have any questions or comments, please contact me at (800) 346-5606.

Sincerely,

A handwritten signature in black ink that reads "Darren T. Sammons".

Darren T. Sammons
Staff Attorney

Enclosures



An Equal Opportunity Employer M/F/D

**Multi-County Recreational Board
Inter-Governmental Corporative Agreement**

This **INTER-LOCAL COOPERATION AGREEMENT**, dated as of the 14th day of MAY, 2013, is made and entered into by and among such governments of the Commonwealth of Kentucky as shall become signatories hereto.

WHEREAS, the Inter-local Cooperation Act, KRS 65.210 to 65.300, specifically authorizes public agencies to jointly exercise any authorities that are delegated to the public agency individually.

WHEREAS, the parties to this agreement have determined it is in the best interest of their governmental jurisdictions to utilize the authorities provided in KRS 65.210 et seq. to create a joint authority to implement the purposes outlined in this document,

WHEREAS, the parties involved expressly intend to establish a joint authority to efficiently implement multi-county recreational development plans.

WHEREAS, the parties have agreed to the terms of this agreement and have authorized its effect according to law by the Chief Elected Official of the respective local governments as stated further herein; and,

WHEREAS, KRA 65.260 requires that this Agreement be approved by the Kentucky Department for Local Government.

NOW, THEREFORE, for and in consideration of the covenants hereinafter specified, of the benefits also to be received, and the agreements set forth herein, to be well and truly keep and performed, the parties agree as follows:

I. Purpose of the Agreement

The signatories to this agreement are expressly utilizing the authorities contained in the Inter-local Cooperation Act to jointly establish and operate the Multi-County Recreational Board. Upon establishment of this Authority, its Board of Directors is expressly authorizes to:

- a) Jointly provide for recreational, economic development, alternative transportation, environmental, safety and quality of life resources in the communities.
- b) Pass resolutions of public affirmation of the master plan and design guidelines in each local government.
- c) Develop and execute joint implementations strategies and adopt a review process to maintain consistency as the trail expands.
- d) Seek and accept federal, state, local and/or foundation grants and contributions.
- e) Prioritize and advocate for common proposals to federal and state agencies and other local organizations for the implementation of

common goals, as established by the membership.

II. Membership

The membership of the Multi-County Recreational Board is comprised of three appointments made by the chief elected official from the following counties:

- a) Estill County Fiscal Court
- b) Lee County Fiscal Court
- c) Powell County Fiscal Court
- d) Wolfe County Fiscal Court

The members of the Multi-County Recreational Board shall serve as its board of Directors. Additional local governments may become members of the Recreational Board upon majority agreement of the membership, and by properly adoption and signing the agreement.

The members of the Board may, as deemed necessary, establish and appoint ad hoc committees to serve at the pleasure of the Board. The membership and terms of the ad hoc committees will be determined at the time of the creation, by the Board of Directors.

The membership shall elect a Chair, Vice-Chair and Secretary-Treasurer among its members. Term limits and descriptions of the Board officers will be followed in accordance to the by-laws.

III. Functions and Powers

- a) The membership shall adopt bylaws and define their respective responsibilities.
- b) The membership shall establish plan, design maintenance and enforcement guidelines for the area covered by the agreement. The membership shall determine and approve changes to the plan.
- c) The Board shall coordinate, plan and apply for grant funding to meet the goals and objectives for the membership.
- d) The membership shall establish an operating budget, and conduct the normal daily business affairs of the Board.

IV Financing

All cost associated with the implementation of the authorities outlined in this agreement are to be borne as follows:

- a) Every participating government jurisdiction shall remit a fee of \$500.00 on January 1st of each year to cover the direct costs associated with the Recreational Board.
- b) Any and all indirect costs associated with a specific jurisdiction shall be borne by the local government whose project or program is directly benefited.

- c) Any match required by grant and/or funding will be borne by the jurisdiction or jurisdictions for which the funds are to benefit. If the grant funds are for the entire membership, a pro-rata determination of match will be decided on by the membership prior to application being made for such funds.
- d) The Recreational Board has the authority to apply reasonable charges for service fees and the selling of recreational permits for funding and maintenance of projects within the adopted Multi-County Recreational Board Development Plan.

V. Duration of the Agreement

This agreement is entered into for a period of five (5) years from the date of the original agreement, and may be renewed for additional years as deemed acceptable by the membership.

VI. Termination of the Agreement

Any member of this agreement may terminate its membership by providing written notice to the remaining members sixty (60) days prior to the effective date of its withdrawal. In the event a participating member withdraws from this agreement, the member shall forfeit its right to any equipment or supplies that has been acquired by the Recreational Board for the operation of the coalition, unless the coalition dissolves within six (6) months of the withdrawal of such member. In such an event and/or in the event this agreement is terminated completely and no members remain party to this agreement, the supplies, equipment and unexpended funds, except those designed by a specific grant or funding source, shall be divided proportionally among its members.

THIS AGREEMENT shall be valid and take effect only: (a) when it is executed by the Chief Elected Official of the member jurisdictions pursuant to a Resolution of each local government authorizing them to execute; (b) when it is approved by the Attorney General of the Commonwealth of Kentucky; and (c) when it is filed for record, pursuant to KRS 65.210, et seq.

IN WITNESS WHEREOF, the Chief Elected Official of the participating jurisdictions subscribe their signatures in their official capacity pursuant to an enabling Ordinance on the date indicated preceding the signature.

4/15/13
Date

Wallace Taylor
By: Wallace Taylor, Estill County Judge Executive

4/8/13
Date

Steve Mays Jr.
By: Steve Mays Jr., Lee County Judge Executive

3/9/13
Date

James D. Anderson Jr.
By: James D. Anderson, Powell County Judge Executive

4-16-13
Date

Dennis Brooks
By: Dennis Brooks, Wolfe County Judge Executive

Approved this 14th day of MAY, 2013

Tony Wilder
Hon. Tony Wilder
Commissioner
Kentucky Department for Local Government

INTERLOCAL COOPERATION AGREEMENT

ICA 13-024: Estill County, Lee County, Powell County and Wolfe County: Multi-County
Recreational Board

Reviewed as to compliance with KRS 65.210 to 65.300
and recommended for approval:



Darren Sammons
Staff Attorney
Department for Local Government

05/14/13
Date

Term, Regular Session October 14, 2014

WOLFE COUNTY FISCAL COURT

Regular Session

DATE: 10-14-14

TIME: 1:30 PM

Judge Brooks called the meeting to order and made all visitors welcome to the meeting.

The Wolfe County Fiscal Court met in regular session on the 14th day of October, 2014, at 1:30 PM, in the Court Room. Those present were Dennis Brooks, Judge Executive, Tim Bailey, David Spencer, Ronnie Halsey, Magistrates, Stephen Johnson, County Attorney, Steve Oliver, County Clerk, absent, Gaylord Finley, Debbie Baker, Rebecca Long, Annette Napier, with KRADD, Jerry Harris, Danny Dunn, Maynard Hatton, Bill Dean, Arthur Vest, Vickie Rose, J.C. Brooks, Dedra Brandenburg, Billy Cable, Bruce Carter, AU Associates, Johnny Benjamin, Ashley Bowman, and Tracy Sparks.

A motion made by Tim Bailey and seconded by Ronnie Halsey to approve the minutes of the previous meeting as read. All was in favor and the motion carried with the voting as follows:

Dennis – aye Tim – aye David – aye Ronnie –aye

A motion was made by David Spencer and seconded by Tim Bailey to pay all outstanding bills and make transfers, a copy of which is attached hereto. All was in favor and the motion carried with the voting as follows:

Dennis – aye Tim – aye David – aye Ronnie –aye

A motion was made by Ronnie Halsey and seconded by David Spencer to pass resolution between Wolfe County Fiscal Court and the Transportation Cabinet for patching and resurfacing.(Copy attached) All was in favor and the motion carried with the voting as follows, with the exception of Dennis Brooks excusing himself from the vote:

Dennis – no vote Tim – aye David – aye Ronnie –aye

A [motion was made by Ronnie Halsey and seconded by Tim Bailey to authorize Multi-county Recreational Board to sign lease and approve the County's lease payment for 6 years, for Multi-county Recreational Board.

All was in favor and the motion carried with the voting as follows:

Dennis – aye Tim – aye David – aye Ronnie –aye

A motion made by David Spencer seconded by Tim Bailey to pass Resolution, authorizing execution of the old Wolfe County Grade School lease agreement, by the County Judge and Bruce Carter AU Associates. (Copy attached) All was in favor and the motion carried with voting as follows:

Dennis – aye Tim – aye David – aye Ronnie –aye

A motion made by David Spencer and seconded by Tim Bailey to pass resolution to prioritize HB235 coal severance line item projects, and to authorize the Judge to sign project papers. (Copy attached) All was in favor and the motion carried with the voting as follows:

Dennis – aye Tim – aye David – aye Ronnie –aye

A motion made by Ronnie Halsey and seconded by Tim Bailey to pass mo-tax and property tax rates.(Copy attached) All was in favor and the motion carried with the voting as follows:

Dennis – aye Tim – aye David – aye Ronnie –aye

A motion made by Tim Bailey and seconded by Ronnie Halsey to table the adoption of Gilbert and Creech Road, into the County Road System. All was in favor and the motion carried with the voting as follows:

Dennis – aye Tim – aye David – aye Ronnie –aye

The November 11th, 2014 meeting is to be rescheduled to a special meeting on November 18, 2014, due to Veterans Day holiday.

A motion made by David Spencer and seconded by Tim Bailey to allow the County Attorney, to contact Attorney Cox, regarding the lawsuit , against the Ambulance Service and Fire Department, to inquire only as to what potential of the Counties involvement. All was in favor and the motion carried with the voting as follows:

Dennis – aye Tim – aye David – aye Ronnie –aye

A motion made by David Spencer and seconded by Tim Bailey to adjourn the meeting. All was in favor and the motion carried with the voting as follows:

Dennis – aye Tim – aye David – aye Ronnie –aye

LEE COUNTY FISCAL COURT

SEPTEMBER 11, 2014

LEE COUNTY COURTHOUSE, DISTRICT COURTROOM

PRESENT AND PRESIDING: STEVE MAYS, JUDGE EXECUTIVE

MAGISTRATES PRESENT: TIM BRANDENBURG, DEAN NOE, CARL ROSS

MAGISTRATES ABSENT: EVERETT MARSHALL –ILL

COUNTY ATTORNEY, THOMAS HOLLON, PRESENT

IT IS NOTED FOR THIS RECORD THAT THE 2014-15 TAX RATES FOR THE LEE COUNTY PUBLIC LIBRARY WERE PRESENTED AT THIS MEETING.

A MOTION WAS MADE BY DEAN NOE, SECONDED BY TIM BRANDENBURG TO APPROVE MINUTES OF LAST MEETING AS PRESENTED. MOTION APPROVED. ALL PRESENT VOTING YES.

A MOTION WAS MADE TO CARL ROSS, SECONDED BY DEAN NOE TO APPROVE TREASURER'S REPORT AS PRESENTED. MOTION APPROVED. ALL PRESENT VOTING YES.

A MOTION WAS MADE BY CARL ROSS, SECONDED BY TIM BRANDENBURG TO APPROVE LEE COUNTY SHERIFF WENDELL CHILDERS 2013 TAX SETTLEMENT AS PRESENTED. MOTION APPROVED. ALL PRESENT VOTING YES.

A MOTION WAS MADE BY DEAN NOE, SECONDED BY CARL ROSS TO SET THE FOLLOWING AS 2014 TAX RATES:

	TAX YEAR 2015		
	REAL ESTATE	TANGIBLE	AUTO/WC
COUNTY	44.9	50.0	20.70
LIBRARY	13.6	20.0	3.90
EXTENSION	7.60	15.67	3.0
HEALTH	5.0	5.0	5.0

SCHOOL	31.9	31.9	52.3
SOIL CON	2.7	0.	0.

FIRE PROTECTION OS .03 PER ACRE
ALL RATES PER \$100 ASSESSMENT
MOTION APPROVED. ALL PRESENT VOTING YES.

A MOTION WAS MADE BY CARL ROSS, SECONDED BY TIM BRANDENBURG TO APPROVE WAGE INCREASE FOR TYLER MOORE WITH THE ROAD DEPARTMENT TO \$10.50 PER HOUR EFFECTIVE SEPTEMBER 11, 2014. MOTION APPROVED. ALL PRESENT VOTING YES.

A MOTION WAS MADE BY TIM BRANDENBURG, SECONDED BY DEAN NOE TO APPROVE WAGE INCREASE FOR LARRY BARRETT TO \$11.00 PER HOUR AS EQUIPMENT OPERATOR FOR ROAD DEPARTMENT EFFECTIVE SEPTMENBER 11, 2014. MOTION APPROVED. ALL PRESENT VOTING YES.

A MOTION WAS MADE BY CARL ROSS, SECONDED BY DEAN NOE TO APPROVE HIRING OF CHAD CHARLES PRN (AS NEEDED) PARAMEDIC FOR THE AMBULANCE SERVICE AT \$12.00 PER HOUR EFFECTIVE SEPTEMBER 5, 2014. MOTION APPROVED. ALL PRESENT VOTING YES.

A MOTION WAS MADE BY CARL ROSS, SECONDED BY TIM BRANDENBURG TO APPROVE A ONE YEAR CONTRACT WITH UNIFIRST UNIFORM COMPANY FOR EMPLOYEES-CURRENTLY USING CINTAS. UNIFIRST IS CHEAPER. MOTION APPROVED. ALL PRESENT VOTING YES.

A MOTION WAS TIM BRANDENBURG, SECONDED BY CARL ROSS TO APPROVE AUTHORIZATION FOR THE MULTI COUNTY RECREATIONAL BOARD TO SIGN LEASES WITH LEASES WITH POWELL COUNTY LAND AND NORMAN LEDFOR FOR THE MULTI COUNTY OFFROAD PARK FOR A TERM OF SIX YEARS. MOTION APPROVED. ALL PRESENT VOTING YES.

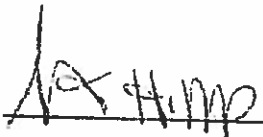
A MOTION WAS MADE BY TIM BRANDENBURG, SECONDED BY CARL ROSS TO APPROVE THE START OF THE PROCESS OF REAFFIRMING THE FOLLOWING LIST OF COUNTY ROADS INTO THE COUNTY ROAD SYSTEM:

GREELEY ROAD, WALKER CREEK ROAD, LOG ROAD, WALKER SCHOOL ROAD, WENTWORTH SCHOOL ROAD, TOWN BRANCH ROAD, SPRUCE FORK ROAD, LEFT FORK CONTRARY CREEK ROAD, HAPPY ROAD. MOTION APPROVED. ALL PRESENT VOTING YES.

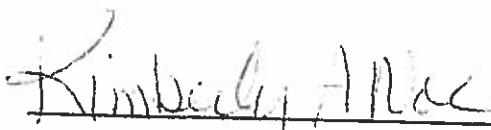
A MOTION WAS MADE BY CARL ROSS, SECONDED BY TIM BRANDENBURG, TO APPROVE COMMITMENT FOR LEE COUNTIES SHARE OF THE LEASE PAYMENTS OF \$18,500.00 PER YEAR FOR A SIX YEAR PERION FOR THE MULTI COUNTY OFFROAD PARK. MOTION APPROVED. ALL PRESENT VOTING YES.

A MOTION WAS MADE BY CARL ROSS, SECONDED BY TIM BRANDENBURG TO APPROVE CLAIMS AND TRANSFERS AS PRESENTED. MOTION APPROVED. ALL PRESENT VOTING YES.

A MOTION WAS MADE BY CARL ROSS, SECONDED BY TIM BRANDENBURG TO ADJOURN MEETING. MOTION APPROVED. ALL PRESENT VOTING YES.



STEVE MAYS, JUDGE EXECUTIVE



KIMBERLY NOE, FISCAL COURT CLERK

THE ESTILL COUNTY FISCAL COURT MET IN REGULAR SESSION, MONDAY, OCTOBER 20, 2014, AT 6:00 P.M. IN THE ESTILL COUNTY DISTRICT COURTROOM, AT THE COURTHOUSE, ON MAIN STREET,, IRVINE, KENTUCKY, WITH THE FOLLOWING OFFICERS AND MEMBERS PRESENT: HONORABLE WALLACE C. TAYLOR, COUNTY JUDGE/EXECUTIVE, MAGISTRATES: GERALD RADER, MAGISTRATE DISTRICT #1, AND EARL YOUNG JR, MAGISTRATE DISTRICT #2 AND DARRELL JOHNSON, MAGISTRATE DISTRICT #3. COUNTY ATTORNEY, RODNEY DAVIS, AND SHERRY L. FOX, COUNTY CLERK. SHERIFF, GARY L. FREEMAN WAS ABSENT.

From the roll call, it was determined that a quorum of the Fiscal Court of Estill County, Kentucky was present. The Court was then opened for the transaction of business, at which time the following proceedings were had and entered for record:

The Minutes of the Fiscal Court Meeting, September 15, 2014, was presented to the Court and the no corrections being found necessary. ON MOTION OF JOHNSON, AND SECONDED BY YOUNG, and all members of the Court voting in the affirmative, that the Minutes be approved as presented.

Judge's Address:

- Welcome guest.
- The pink robe he is wearing represents Breast Cancer Awareness Month; he stands strong on this issue.
- Some of the things they will be discussing are the ATV Park that is coming to fruition, and hiring additional employees.
- Tuesday, October 21, is Election School at 6:00, busy getting ready for the election, encourages everyone to get out and vote.
- Mother Nature has not been to cooperative, with all the rain. The rain fall for October has been great; therefore It has put Hinkle behind on blacktopping.
- Today has been a day of reckoning, Westcare had their last Board meeting with Renee Alexander, she was there when they started, and has been tremendous assets the Center and the community, and she will be greatly miss as she moves on.

Fire Report, Derrick Muncie:

- Ron Jackson with EMS has moved on to another position with the Madison County EMS, his last day was this past Tuesday. It as been an honor to work with him. Judge Taylor stated that he help enhance the Emergency response and writing grants for the service to expand, and have the finest equipment that they have today.
- They were delivered today with 25 new complete turnout sets. They will be handed out tomorrow night. He brought is hat and jacket to show the Court.

Animal Shelter, Tommy Mullen:

- They have 1,400 dogs so far this year, with only 52 euthanization, that being at 3.8%.
- New indoor drop box is open in the new building. This means no more animal left outside.
- They have painted a section of the shelter to take pictures for the face book page. A year ago September they started their face book page, and they have over 300,000 people a week to view there page. On a normal week they have 10,000 views.
- They are researching on the cleaning aspect. Hoping to help to cut the cost. They can use 16/1 on bleach instead of full strength and still be effective. Same with the Parvocide.
- Euthanization rate is down; they have gone from 100 last year to only 52 this year.
- Research group purchased a scale to weigh the animals.
- All in all everything is going well.

Judge Taylor declared a Proclamation the Month of October, as Breast Cancer Awareness Month. Rebecca Wolfenbarger and Morgan Fowler were present to receive the Proclamation. See record of the Proclamation in the Fiscal Court Supplemental Book 61, page 485.

No bids for the Environmental Impact Study were received.

ON MOTION OF TAYLOR AND SECONDED BY RADER, and all members of the Court voting the affirmative, that the Court opens it to competitive pricing, with at least two prices.

No bids for the Core Drilling.

ON MOTION OF TAYLOR AND SECONDED BY RADER, and all members of the Court voting in the affirmative, that the Court open it to competitive pricing, with at least two prices.

ON MOTION OF TAYLOR AND SECONDED BY JOHNSON, and all members of the Court voting in the affirmative, that the Court award the bid for 13 new SCBA for the Fire Department to Dill's Fire Equipment for \$67,935.00, if it meets the specifications. See record of the Bid in the Fiscal Court Supplemental Book 61, pages 486.

There was discussion on the ATV Park:

- Estill, Powell, Wolfe, and Lee Counties have a lease on approximately 300,000 acres of land, of which 80 acres are in Estill County.
- After a lot of litigation and meetings, with each county being represented by 2 individuals, they are ready to sign off on the agreement. The other three (3) counties have signed off on this already.
- This can and will be an economic boost to each of the counties with the tourism.
- Money for this has been set aside.
- They hope to have it opened by spring.
- There will be other possibilities for this as well, such as horseback riding, fishing, hunting, rock climbing and camping, to name a few.
- They are working with all the rescue squad and authorities on this.
- County Attorney Davls and the Judge have gone over the Lease and find it to all be in order.

ON MOTION OF TAYLOR AND SECONDED BY RADER, and all members of the Court voting in the affirmative, that the Court move forward with authorizing the lease for the ATV Park.

ON MOTION OF RADER AND SECONDED BY YOUNG, and all members of the Court voting in the affirmative, that the Court table the Surplus Property list and sale, since they only have a couple of trucks they can sale, until spring or when needed.

Strike the 1st Quarter Financial Report from the agenda.

ON MOTION OF JOHNSON AND SECONDED BY YOUNG, and all members of the Court voting in the affirmative, that the Court approve the County Treasurer's September, 2014 Bank Reconciliation. See record of the Reconciliation in the Fiscal Court Supplemental Book 61, pages 487-546.

ON MOTION OF TAYLOR AND SECONDED BY JOHNSON, and all members of the Court voting in the affirmative that the Court approve the Appropriation Transfers. See record of the Transfers in the Fiscal Court Supplemental Book 61, pages 547-548.

ON MOTION OF RADER AND SECONDED BY YOUNG, and all members of the Court voting in the affirmative, that the Court approves the Intrafund Transfers. See record of Transfers in the Fiscal Court Supplemental Book 61, pages 549-550.

ON MOTION OF JOHNSON AND SECONDED BY YOUNG, and all members of the Court voting in the affirmative, that the Court approves the Claims for all Funds. See record of the Claims in the Fiscal Court Supplemental Book 61, pages 551-575.

Rodney Davls, County Attorney has nothing to report on.

Judge Taylor stated that one of the new hires has left them at the Road Department. They need to hire at least two (2) so that they will have enough for two (2) shifts on snow removal this winter. If the hire temporary during the winter months it would be a tremendous help. Would need to have some experience. They will also save money on benefits if they hire temporary as well.

Powell County Fiscal Court

Regular Called Meeting

October 14th, 2014

7:00 p.m.

Powell County Courthouse

Present: James Anderson – County Judge Executive

Connie Crabtree - Fiscal Court Clerk

Robert King- County Attorney

Judge Anderson calls meeting to order

Judge Anderson asks Clerk for roll call:

Magistrate Myers Arnett – Absent for roll call

Magistrate John Barker – Present

Magistrate Ricky Creed – Absent

Magistrate Donna Gabbard – Present

Magistrate Eck Snowden – Present

This regular called meeting began with Public comments.

Mr. Glover Barnett was the only member of the public who addressed the court. Mr. Barnett asked the court if there were any updates that they may have for him in regards Forge Mill Road in efforts to have a school travel on it. Judge Anderson told Mr. Barnett that we were in the same place that we were at the previous time he came before the court. Mr. Anderson made him aware that we would not be able to know if we could help until we had received a list of the needed improvements.

After public comments the court reviewed the clerk's report for the September regular called meeting.

A motion was made by Magistrate Donna Gabbard and then was seconded by Magistrate Eck Snowden to approve the clerk's report for the September 9th, 2014 regular called meeting.

Motion passes unanimously

Next court reviewed the bills that were submitted to them for payment.

A motion was made by Judge Anderson and then was seconded by Magistrate Eck Snowden to approve bills submitted for payment with the exception of a bill submitted from MCA billing company. Judge requested that we get more information on this invoice before making payment.

Motion passes unanimously

Magistrate Eck Snowden to approve the Sheriff's 2013 tax settlement as presented.

Motion passes unanimously

Next a motion was made by Magistrate Donna Gabbard and then was seconded by Magistrate Eck Snowden to allow Ms. Skidmore to be paid \$500.00 for preparation of the 2013 tax settlement.

Motion passes unanimously

Next item on the agenda was the Multi-County Recreation Board.

Close to two years ago this board was formed to locate property and work to develop adventure tourism in our region. The four counties that are a part of this board are Wolfe, Lee, Estill and Powell. Judge Anderson discussed the property in the South Fork area which contains about 2,700 acres. About 80 percent of it is in Powell County. However the property is located where Powell, Lee, Wolfe and Estill counties meet. The board has been working diligently to try to obtain the property. The property could bring in horse rides, hiking trails, motorized vehicles trails and even cabins as well as other business ventures. Each county would come up with one-fourth of the price and the current deal it to lease the property with the right to purchase it overnight. But the county could opt out of deal in six years if they choose to do so. Judge Anderson expressed how much potential he though this held for our economy as well as that the surrounding region. He said that he believed we will see more economic growth and job creation come from this project than we have from any project in a long time. After discussing

A motion was made by Magistrate Myers Arnett and then was seconded by Magistrate Donna Gabbard to authorize this board to enter into agreement to purchase this land.

Motion passes unanimously

The last item on the agenda was a project with the Red River Museum.

The museum is requesting that the court allow them to use the county's recycling bin/trailers for one month to collect items. The money raised from the items will be used to help the museum raise funds to help with financing more festivals.

A motion was made by Magistrate Donna Gabbard and then was seconded by Magistrate Eck Snowden to allow two of our recycling trailers to be designated for their benefit for a month.

Motion passes unanimously

One item was discussed under other business:

Animal Control officer Randall Martin was present for the meeting to request that employec Jamie Alexander that now works at our animal shelter be allowed to work four more hours per week.

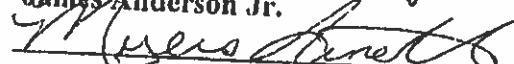
A motion was made by Magistrate John Barker and then seconded by Magistrate Donna Gabbard to allow Mr. Martin's request in allowing Ms. Alexander to work four more hours per week.


Motion passes unanimously

Ending this regular called meeting a motion was made by Magistrate Eck Snowden and then was seconded by Magistrate Donna Gabbard to adjourn.


Motion passes unanimously


James Anderson Jr.


Myers Arnett


John Barker


Donna Gabbard


Eck Snowden

LEASE AGREEMENT WITH OPTION TO PURCHASE

THIS LEASE made and entered into this 27th day of October, 2014, by and between **PAL LAND, LLC.**, a Kentucky Limited Liability Company, with its principal office at 60¹⁰ Cow Creek Road, Ravenna, Kentucky, party of the first part, hereinafter referred to as "Lessor" and **MULTI-COUNTY RECREATIONAL BOARD, INC.**, a Kentucky Corporation, with its principal office at 130 South Main Street, Stanton, Kentucky 40380, party of the second part, hereinafter referred to as "Lessee":

WITNESSETH:

That for and in consideration of the promises hereinafter made the Lessor does then hereby demise and lease unto the Lessee certain tracts of land lying in Powell Wolfe and Estill Counties Kentucky containing approximately 2023 acres more or less and more particularly described in Exhibit "A" hereto (hereinafter "Leased Premises ") To Have and to Hold the Leased Premises unto the Lessee, its successors and assigns, forever, for and during a Term of Six (6) years beginning on the first day of September, 2014 (hereinafter "Commencement Date") and ending August 30, 2020.

The terms and conditions of this Lease are as follows:

COVENANTS OF LESSEE

1. **RENTAL.** Lessee agrees to pay Lessor as rental for the premises the sum of Sixty One Thousand Five Hundred and Two Dollars (\$61,502.00) annually payable in advance on the first day of June each year during the Term; provided however during the first year \$10,000 of said sum will be held in escrow and used as set forth paragraph 19 hereafter. In the event Lessee does not pay the rent when due, then, Lessor shall give the Lessee written notice of such failure and the Lessee shall have a period of 60 days to cure such breach prior to taking any action to terminate this lease.

2. **USE OF PREMISES.** Lessee shall use the Leased Premises for any lawful purpose which is not contrary to the laws of the Commonwealth of Kentucky. The parties acknowledge that the Lessee intends to use the Leased Premises for a "Recreational Purpose" as said term is defined in KRS 411.190, and each party agrees to such use and specifically reserves for their individual benefit all of rights, benefits and protections offered by said statute notwithstanding any other provision of this

lease. Lessee acknowledges that it is leasing surface rights only and that others own or have leased the minerals underlying the Leased Premises. Lessee shall have and is granted by Lessor, during the term of this Lease, the right to enter on the Land and to allow others, including the general public to enter upon and use the land for recreation, in accordance with such terms and conditions as Lessee in its sole discretion may impose from time to time, subject to the terms hereof; to construct and maintain roads, trails, signs, ditches, drainage facilities, structures, cabins, barns, and other structures and facilities as it deems necessary and expedient for its intended use. The Lessee agrees and acknowledges that oil and natural gas underlying the Lease Premises, which Lessor and/or others are or may be producing, exploring, or exploiting, and that use of the Leased Premises by Lessee and its invitees, shall not interfere with any rights of the mineral owners or covenants of any mineral lease. Lessor agrees that it will not sell or harvest timber from the property during the term of this lease and all timber rights belong to Lessee and will be transferred if the option to purchase granted herein is exercised.

3. ASSIGNMENT AND SUBLETTING. The Lessee shall be entitled to sublet the Leased Premises in whole or part, but shall not be entitled to assign its rights hereunder without the written consent of the Lessor which shall not be unreasonably withheld.

4. UTILITIES. After the Commencement date Lessee shall pay all charges for water, electricity, gas, and other utilities used by it on the Leased Premises during the term of this Lease. .

5. TAXES: Lessor agrees to timely pay before their due date all of the property taxes for the Leased Premises as assessed by the Powell, Wolfe, Estill and Lee County Property Valuation Administrators against the Leased Premises as they become due and payable during the term of this Lease. If Lessor shall fail to timely pay such taxes the Lessee may pay same and deduct such payments from any rent due the Lessor.

6. MAINTENANCE AND REPAIRS. It shall be the obligation of Lessee, at Lessee's expense after the Commencement date and during the term hereof, to make all repairs and maintenance to any improvement it makes to the Leased Premises; provided however repair of any damage or excess wear and tear caused by the mineral owners or the Lessor shall be paid for by the Lessor or such mineral owner or mineral operator.

7. INDEMNITY . The parties acknowledge that the Lessee intends to use the Leased Premises for a Recreational Purpose under KRS 411.190 according to the

purpose, terms and conditions of said statute, and intends to utilize the benefits and rights provided for by said statute in regards to its duties and responsibilities to third parties for injury to person or property while using the Leased Premises. The parties agree that Lessor has the same benefits and rights and protections against liability they might have as a result of the Lessee's Recreational use of the Leased Premises pursuant to KRS 411.190 (5) and nothing in this lease in any manner is intended to abrogate those rights and protections of the Lessor. To the extent that Lessor is not protected from a claim of a third party for injury to person or property pursuant to KRS 411.190. Lessee will further indemnify Lessor and save it harmless from and against any and all claims, actions, damages, liability and expense in connection with the loss of life, personal injury and/or damage to property arising from or out of its use of the Leased Premises, which is occasioned wholly or in part by any act or omission of Lessee, its agents, contractors, invitees, employees, servants, lessees, or concessionaires which are not barred by KRS 411.190, if any.

8. DEFAULT. In the event Lessee shall fail to keep and perform any of the covenants on its part to be done and performed, other than the non-payment of rent, for a period of sixty (60) days after written notice from the Lessor, mailed to Lessee by registered mail, stating in detail the nature of such default or breach, and in the event Lessee shall fail to take steps to remedy the default or breach in said notice within said sixty (60) day period, then Lessor may enter the Leased Premises and repossess the same, and thereupon, this Lease, at the option of Lessor, may be terminated, without prejudice, however, to the right of Lessor to recover from Lessee all rent due to the time of said repossession. In the event Lessee shall fail to pay the rent, insurance premium or taxes when due as hereinafter provided for a period of sixty (60) days after receipt of written notice from Lessor stating the nonpayment of said rent, and in the event Lessee shall fail to pay the rental due within the sixty (60) day period, then Lessor may enter upon the Leased Premises and repossess the same, and, at the Lessor's option may terminate the Lease, without prejudice as to the Lessor to recover from the Lessee all rent due at the time of the repossession, and pursue legal remedies for any future rents scheduled in the Lease. Lessor shall be obligated to mitigate damages.

The failure of Lessor to exercise any of his rights herein upon any default of Lessee shall not be deemed a waiver of that default or any subsequent default or a waiver of any of the terms and conditions of this Lease and shall not preclude Lessor from the exercise of any of his rights under this Lease.

COVENANTS OF LESSOR

9. **QUIET POSSESSION.** Lessor covenants that it is the lawful owner and is in possession of the Leased Premises and that it has the good and lawful right to enter into this Lease with Lessee for the term and any extension thereof; that if Lessee discharges its obligations and complies with each and all of the covenants, conditions and provisions herein, then it shall have and enjoy, during the term of this Lease, and any extension thereof, exclusive, quiet and undisturbed possession of the Leased Premises for the uses herein specified.

MUTUAL COVENANTS

10. **IMPROVEMENTS AND ALTERATIONS.**

Lessee shall have the right, from time to time, to make at its own expense any alterations to the then existing improvements or any parts thereof provided the same shall conform with the ordinances of the Powell, Wolfe, Estill and Lee County Governments and the laws of Kentucky.

11. **SIGNS.** Lessee may erect any signs on building, doors, windows, improvements, or grounds as it in its sole discretion may decide.

12. **DAMAGE.** Lessee will secure such property damage insurance as it deems necessary to protect any improvements it may place on the Leased Premises in the event that same shall be damaged by fire, earthquake, the elements or any other casualty. If the Leased Premises shall as a result of such disaster become untenable, Lessor or Lessee may terminate this Lease, and any rents paid by Lessee in advance shall be refunded

13. **CONDEMNATION.** If the Leased Premises, or any part thereof, shall be taken in any proceedings by the public authorities, by condemnation or otherwise, or be acquired for public or quasi-public purpose, the Lessee shall have the option of terminating this Lease, in which case any unearned rent shall be refunded to the Lessee. In the event that only a portion of the Leased Premises shall be taken in any such condemnation or other proceedings, and the remaining part of the Leased Premises shall be reasonably

useable by Lessee, and if the Lessee elects not to terminate this Lease, then the rent shall be reduced on an equitable basis considering the amount of area by which the Leased Premises are reduced by such condemnation or other proceedings. In any such proceedings, whereby all or a part of the Leased Premises are taken, whether or not the Lessee elects to terminate this Lease, each party shall be free to make claim against the condemning party or authority for the amount of the actual provable damages done to each of them by such proceedings.

14. FIXTURES. Lessee, if not in default, may on the termination of this Lease, or at any time during the continuance thereof, remove from the Leased Premises all equipment or other personal property of Lessee which it may have installed or placed at its own expense on the Leased Premises, but any fixtures attached to the property shall remain as a part of the property.

15. NOTICES AND RENTALS. All notices which are required to be given Lessor herein shall be deemed sufficient if sent by either registered or certified mail to Pal Land, LLC, ¹⁰ 60 Cow Creek Road, Ravenna, Kentucky 40472. Notices to Lessee may be sent by certified mail to Chairperson, Multi-County Recreational Board, Inc., 130 South Main Street, Stanton, Kentucky 40380. Rentals shall be sent or delivered to such party as Lessor shall designate to Lessee from time to time.

16. SUBROGATION. Lessor waives and releases Lessor's right of indemnity against the Lessee for damages to Lessor's property by fire or other casualty occasioned by the negligence of the Lessee, its agents, or employees to the extent that Lessor receives actual payment therefore under Lessor's insurance policies. Lessee waives and releases Lessee's right of indemnity against the Lessor for damages to Lessee's property by fire or other casualty occasioned by the negligence of the Lessor, its agents or employees, to the extent that Lessee receives actual payment therefore under Lessee's insurance policies.

17. OPTION TO PURCHASE : The Lessee shall have the option at any time during the Term hereof to purchase the Leased Premises at a purchase price of \$1,870,245 provided however the Lessee shall receive credit towards the purchase price equal to 100% of the rent that it has paid hereunder up to a maximum credit of 6 years or \$369,012.00. In the event the Lessee desires to exercise this Option it shall provide the Lessor with written notice of its intention to do so specifying a closing date within 30

days of the notice. At the closing the Lessor shall deliver to the Lessee a General Warranty Deed conveying an unencumbered, insurable, fee simple title to the Leased Premises subject only to easements, conditions and covenants which are of record as of the Commencement Date and at which time the purchase price shall be paid in full in cash, and the rent shall be prorated. This option shall exist so long as the Lessee is not in default under and term of this Lease.

18. BROKERAGE FEES. No broker has been involved in this transaction and if any claims for brokerage commissions or fees are ever made in connection with this transaction. Except as set forth herein each party shall indemnify and hold harmless the other from and against any and all such claims or demands with respect to any brokerage fees or agent's commissions or other compensation asserted by any person, firm or corporation in connection with this Lease.

19. LEE COUNTY PROPERTY. The Lessor also claims to own approximately 100 acres of land in Lee County Kentucky generally shown on the copy of the map attached hereto highlighted in yellow. (hereinafter called "Lee County Property"). A preliminary title exam reveals that there are title issue and conflicting claims regarding the Lee County Property which will require curative legal work and survey services. The Lessor and the Lessee desire that the Lee County Property be included under the terms of this Lease. Lessor agrees to take such action is necessary and prudent in order to clear the title to the Lee County including if necessary the filing of a suit in Lee County to clear the title such that Old Republic Title Insurance Company or other reputable "A" rated title insurance Company will insure the Leasehold and fee interest to be acquired by the Lessee. Lessor shall be obligated to pay all reasonable expenses incurred to provide an insurable title to the Lee County Property. Lessor agrees that \$10,000.00 will be withheld from the first years lease payment hereunder and placed in escrow with White McCann & Stewart, PLLC, attorneys at law, to be utilized to pay the expenses of taking the necessary action to clear the title to the Lee County Property. If title to the Lee County Property can be insured then the parties agree that this Lease shall be amended and the Lee County Property shall be added to exhibit "A" . If title to the Lee County Property cannot be cleared on or before August 31, 2016 by final order of court such that it becomes insurable as hereinabove set forth, the Lessee may at it option terminate this lease upon 60 days written notice to Lessor, or may elect to continue the lease according

to its terms and deduct \$92,800 from the option purchase price set forth in paragraph 17 above in the event that said option is exercised.

20. ENTIRE AGREEMENT: This writing contains the parties entire agreement and shall not be modified except by a writing signed by each of the parties.

21. JURISDICTION, VENUE AND APPICABLE LAW. Venue and jurisdiction regarding any dispute arising out of this agreement shall be in the appropriate court in Powell County Kentucky, and the law of the Commonwealth of Kentucky shall be applied.

22. BINDING EFFECT. This agreement shall be binding on the successors and assigns of the parties hereto.

IN WITNESS WHEREOF, this Lease has been executed in duplicate, each to have the full force and effect of an original, this the day and year first above written.

LESSOR: PAL LAND, LLC

LESSEE: MULTI-COUNTY RECREATIONAL BOARD, INC

By: Norman Ledford
Member

By: Craig Dawson

STATE OF KENTUCKY
COUNTY OF CLARK

The foregoing instrument was acknowledged before me by Pal Land, LLC by Norman Ledford, its Member, this 27 day of October, 2014.

My Commission expires: 1-29-15

Pamela Stepp
NOTARY PUBLIC

STATE OF KENTUCKY
COUNTY OF Lee

The foregoing instrument was acknowledged before me by Craig Dawson by Multi-County Recreational Board, Inc, its Craig Dawson this 27 day of October, 2014.

My Commission expires: 1-29-15

Pamela Stepp
NOTARY PUBLIC

LEASE AGREEMENT WITH OPTION TO PURCHASE

THIS LEASE made and entered into this 27th day of October, 2014, by and between **NORMAN E. LEDFORD and JUDY LEDFORD**, his wife, of 60⁷⁰ Cow Creek Road, Ravenna, Kentucky, party of the first part, hereinafter referred to as "**Lessor**" and **MULTI-COUNTY RECREATIONAL BOARD, INC**, a Kentucky Corporation, with its principal office at 130 South Main Street, Stanton, Kentucky 40380, party of the second part, hereinafter referred to as "**Lessee**":

WITNESSETH:

That for and in consideration of the promises hereinafter made the Lessor does then hereby demise and lease unto the Lessee certain tracts of land lying in Powell Counties Kentucky containing approximately 400 acres plus, more or less and more particularly described in Exhibit "A" hereto (hereinafter "Leased Premises ")

To Have and to Hold the Leased Premises unto the Lessee, its successors and assigns, forever, for and during a Term of Six (6) years beginning on the first day of September, 2014 (hereinafter "Commencement Date") and ending August 30, 2020.

The terms and conditions of this Lease are as follows:

COVENANTS OF LESSEE

1. **RENTAL.** Lessee agrees to pay Lessor as rental for the premises the sum of Twelve Thousand One Hundred Ninety Eight (\$12,198.00) annually payable in advance on the first day of June each year during the Term. In the event Lessee does not pay the rent when due, then, Lessor shall give the Lessee written notice of such failure and the Lessee shall have a period of 60 days to cure such breach prior to taking any action to terminate this lease.

2. **USE OF PREMISES.** Lessee shall use the Leased Premises for any lawful purpose which is not contrary to the laws of the Commonwealth of Kentucky. The parties acknowledge that the Lessee intends to use the Leased Premises for a "Recreational Purpose" as said term in defined in KRS 411.190, and each party agrees to such use and specifically reserves for their individual benefit all of rights, benefits and protections offered by said statute notwithstanding any other provision of this lease. Lessee acknowledges that it is leasing surface rights only and that others own

or have leased the minerals underlying the Leased Premises. Lessee shall have and is granted by Lessor, during the term of this Lease, the right to enter on the Land and to allow others, including the general public to enter upon and use the land for recreation, in accordance with such terms and conditions as Lessee in its sole discretion may impose from time to time, subject to the terms hereof; to construct and maintain roads, trails, signs, ditches, drainage facilities, structures, cabins, barns, and other structures and facilities as it deems necessary and expedient for its intended use. The Lessee agrees and acknowledges that oil and natural gas underlying the Lease Premises, which Lessor and/or others are or may be producing, exploring, or exploiting, and that use of the Leased Premises by Lessee and its invitees, shall not interfere with any rights of the mineral owners or covenants of any mineral lease. Lessor agree that they will not sell or harvest timber from the property during the term of this lease and all timber rights belong to Lessee and will be transferred if the option to purchase granted herein is exercised.

3. ASSIGNMENT AND SUBLETTING. The Lessee shall be entitled to sublet the Leased Premises in whole or part, but shall not be entitled to assign its rights hereunder without the written consent of the Lessor which shall not be unreasonably withheld.

4. UTILITIES. After the Commencement date Lessee shall pay all charges for water, electricity, gas, and other utilities used by it on the Leased Premises during the term of this Lease. .

5. TAXES: Lessor agrees to timely pay before their due date all of the property taxes for the Leased Premises as assessed by the Powell, Wolfe, Estill and Lee County Property Valuation Administrators against the Leased Premises as they become due and payable during the term of this Lease. If Lessor shall fail to timely pay such taxes the Lessee may pay same and deduct such payments from any rent due the Lessor.

6. MAINTENANCE AND REPAIRS. It shall be the obligation of Lessee, at Lessee's expense after the Commencement date and during the term hereof, to make all repairs and maintenance to any improvement it makes to the Leased Premises; provided however repair of any damage or excess wear and tear caused by the mineral owners or the Lessor shall be paid for by the Lessor or such mineral owner or mineral operator.

7. INDEMNITY. The parties acknowledge that the Lessee intends to use the Leased Premises for a Recreational Purpose under KRS 411.190 according to the purpose, terms and conditions of said statute, and intends to utilize the benefits and

rights provided for by said statute in regards to its duties and responsibilities to third parties for injury to person or property while using the Leased Premises. The parties agree that Lessor has the same benefits and rights and protections against liability they might have as a result of the Lessee's Recreational use of the Leased Premises pursuant to KRS 411.190 (5) and nothing in this lease in any manner is intended to abrogate those rights and protections of the Lessor. To the extent that Lessor is not protected from a claim of a third party for injury to person or property pursuant to KRS 411.190, Lessee will indemnify Lessor and save them harmless from and against any and all claims, actions, damages, liability and expense in connection with the loss of life, personal injury and/or damage to property arising from or out of its use of the Leased Premises, which is occasioned wholly or in part by any act or omission of Lessee, its agents, contractors, invitees, employees, servants, lessees, or concessionaires which are not barred by KRS 411.190, if any.

8. DEFAULT. In the event Lessee shall fail to keep and perform any of the covenants on its part to be done and performed, other than the non-payment of rent, for a period of sixty (60) days after written notice from the Lessor, mailed to Lessee by registered mail, stating in detail the nature of such default or breach, and in the event Lessee shall fail to take steps to remedy the default or breach in said notice within said sixty (60) day period, then Lessor may enter the Leased Premises and repossess the same, and thereupon, this Lease, at the option of Lessor, may be terminated, without prejudice, however, to the right of Lessor to recover from Lessee all rent due to the time of said repossession. In the event Lessee shall fail to pay the rent, insurance premium or taxes when due as hereinafter provided for a period of sixty (60) days after receipt of written notice from Lessor stating the nonpayment of said rent, and in the event Lessee shall fail to pay the rental due within the sixty (60) day period, then Lessor may enter upon the Leased Premises and repossess the same, and, at the Lessor's option may terminate the Lease, without prejudice as to the Lessor to recover from the Lessee all rent due at the time of the repossession, and pursue legal remedies for any future rents scheduled in the Lease. Lessor shall be obligated to mitigate damages.

The failure of Lessor to exercise any of his rights herein upon any default of Lessee shall not be deemed a waiver of that default or any subsequent default or a

waiver of any of the terms and conditions of this Lease and shall not preclude Lessor from the exercise of any of his rights under this Lease.

COVENANTS OF LESSOR

9. **QUIET POSSESSION.** Lessor covenants that it is the lawful owner and is in possession of the Leased Premises and that it has the good and lawful right to enter into this Lease with Lessee for the term and any extension thereof; that if Lessee discharges its obligations and complies with each and all of the covenants, conditions and provisions herein, then it shall have and enjoy, during the term of this Lease, and any extension thereof, exclusive, quiet and undisturbed possession of the Leased Premises for the uses herein specified.

MUTUAL COVENANTS

10. **IMPROVEMENTS AND ALTERATIONS.**

Lessee shall have the right, from time to time, to make at its own expense any alterations to the then existing improvements or any parts thereof provided the same shall conform with the ordinances of the Powell County Government and the laws of Kentucky.

11. **SIGNS.** Lessee may erect any signs on building, doors, windows, improvements, or grounds as it in its sole discretion may decide.

12. **DAMAGE.** Lessee will secure such property damage insurance as it deems necessary to protect any improvements it may place on the Leased Premises in the event that same shall be damaged by fire, earthquake, the elements or any other casualty. If the Leased Premises shall as a result of such disaster become untenable, Lessor or Lessee may terminate this Lease, and any rents paid by Lessee in advance shall be refunded

13. **CONDEMNATION.** If the Leased Premises, or any part thereof, shall be taken in any proceedings by the public authorities, by condemnation or otherwise, or be acquired for public or quasi-public purpose, the Lessee shall have the option of terminating this Lease, in which case any unearned rent shall be refunded to the Lessee. In the event that only a portion of the Leased Premises shall be taken in any such condemnation or other proceedings, and the remaining part of the Leased Premises shall be reasonably useable by Lessee, and if the Lessee elects not to terminate this Lease, then the rent shall be reduced on an equitable basis considering the amount of area by which the Leased Premises are reduced by such condemnation or other proceedings. In any such

proceedings, whereby all or a part of the Leased Premises are taken, whether or not the Lessee elects to terminate this Lease, each party shall be free to make claim against the condemning party or authority for the amount of the actual provable damages done to each of them by such proceedings.

14. FIXTURES. Lessee, if not in default, may on the termination of this Lease, or at any time during the continuance thereof, remove from the Leased Premises all equipment or other personal property of Lessee which it may have installed or placed at its own expense on the Leased Premises, but any fixtures attached to the property shall remain as a part of the property.

15. NOTICES AND RENTALS. All notices which are required to be given Lessor herein shall be deemed sufficient if sent by either registered or certified mail to Norman E. Ledford, 60 cow Creek Road, Ravenna, Kentucky 40472. Notices to Lessee may be sent by certified mail to Chairperson, Multi-County Recreational Board, Inc., 130 South Main Street, Stanton, Kentucky 40380. Rentals shall be sent or delivered to such party as Lessor shall designate to Lessee from time to time.

16. SUBROGATION. Lessor waives and releases Lessor's right of indemnity against the Lessee for damages to Lessor's property by fire or other casualty occasioned by the negligence of the Lessee, its agents, or employees to the extent that Lessor receives actual payment therefore under Lessor's insurance policies. Lessee waives and releases Lessee's right of indemnity against the Lessor for damages to Lessee's property by fire or other casualty occasioned by the negligence of the Lessor, its agents or employees, to the extent that Lessee receives actual payment therefore under Lessee's insurance policies.

17. OPTION TO PURCHASE : The Lessee shall have the option at any time during the Term hereof to purchase the Leased Premises at a purchase price of Three Hundred Seventy Nine Thousand Seven Hundred Forty One Dollars and Five Cents (\$379,741.05) provided however the Lessee shall receive credit towards the purchase price equal to 100% of the rent that it has paid hereunder up to a maximum credit of 6 years or \$73,188.00. In the event the Lessee desires to exercise this Option it shall provide the Lessor with written notice of its intention to do so specifying a closing date within 30 days of the notice. At the closing the Lessor shall deliver to the Lessee a General Warranty Deed conveying an unencumbered, insurable, fee simple title to the

Leased Premises subject only to easements, conditions and covenants which are of record as of the Commencement Date and at which time the purchase price shall be paid in full in cash, and the rent shall be prorated. This option shall exist so long as the Lessee is not in default under and term of this Lease.

18. BROKERAGE FEES. No broker has been involved in this transaction and if any claims for brokerage commissions or fees are ever made in connection with this transaction. Except as set forth herein each party shall indemnify and hold harmless the other from and against any and all such claims or demands with respect to any brokerage fees or agent's commissions or other compensation asserted by any person, firm or corporation in connection with this Lease.

19. ENTIRE AGREEMENT: This writing contains the parties entire agreement and shall not be modified except by a writing signed by each of the parties.

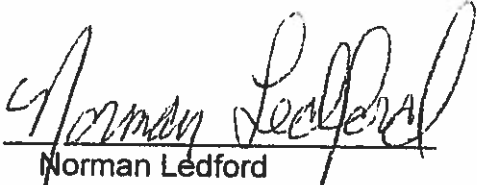
20. JURISDICTION, VENUE AND APPICABLE LAW. Venue and jurisdiction regarding any dispute arising out of this agreement shall be in the appropriate court in Powell County Kentucky, and the law of the Commonwealth of Kentucky shall be applied.

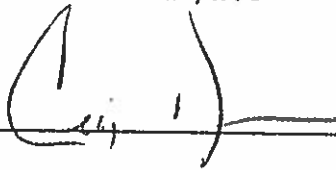
21. BINDING EFFECT. This agreement shall be binding on the successors and assigns of the parties hereto.


IN WITNESS WHEREOF, this Lease has been executed in duplicate, each to have the full force and effect of an original, this the day and year first above written.

LESSOR:

LESSEE: MULTI-COUNTY RECREATIONAL BOARD, INC


Norman Ledford

By: 


Judy Ledford
STATE OF KENTUCKY
COUNTY OF CLARK

The foregoing instrument was acknowledged before me by Norman E. Ledford and Judy Ledford his wife to be his and her act and deed. this 27 day of October, 2014.

My Commission expires: 1-29-15

Pamela Stepp
NOTARY PUBLIC

STATE OF KENTUCKY
COUNTY OF Lee

The foregoing instrument was acknowledged before me by Craig Dawson by Multi-County Recreational Board, Inc. its 27 day of October, 2014.

My Commission expires: 1-29-15

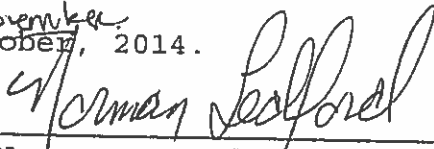
Pamela Stepp
NOTARY PUBLIC

RESOLUTION OF PAL LAND, LLC

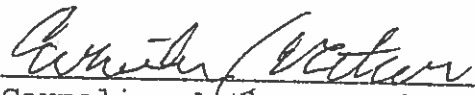
The undersigned, being all of the members of Pal Land, LLC, a Kentucky limited liability company, by unanimous consent do hereby authorize the lease of certain 2023 acres of property owned by the LLC in Estill, Lee, Wolfe and Powell Counties Kentucky to the Multi-County Recreational Board, Inc for a term of Six Years ending August 30, 2020 upon the conditions shown in the Lease attached hereto dated October 27, 2014.

The undersigned authorize Norman E. Ledford, member, to execute any and all documents that are necessary to accomplish said lease.

This 10th day of ~~October~~^{November}, 2014.



Norman E. Ledford, Member



Cornelius Authur, Member

MEMORANDUM OF LEASE AGREEMENT WITH OPTION TO PURCHASE

THIS MEMORANDUM OF LEASE WITH OPTION TO PURCHASE made and entered into this 10th day of Nov., 2014, by and between **PAL LAND, LLC.**, a Kentucky Limited Liability Company, with its principal office at 60 Cow Creek Road, Ravenna, Kentucky, party of the first part, hereinafter referred to as "**Lessor**" and **MULTI-COUNTY RECREATIONAL BOARD, INC.**, a Kentucky Corporation, with its principal office at 130 South Main Street, Stanton, Kentucky 40380, party of the second part, hereinafter referred to as "**Lessee**":

WITNESSETH:

THAT WHEREAS, the Lessor and Lessee have entered into a Lease dated October 27, 2014 for the use and occupancy of certain tracts of land lying in Powell Wolfe, Estill and Lee Counties Kentucky containing approximately 2023 acres more or less and more particularly described in Exhibit "A" hereto (hereinafter "Leased Premises") and

WHEREAS, the parties desire to enter into this memorandum in order to record certain terms of said Lease, and

NOW THEREFORE the parties state and give notice as follows:

1. The Lessor and Lessee have entered into a Lease dated October 27, 2014 (hereinafter "Lease") regarding the property described in Exhibit "A" hereto for a Term of Six (6) years beginning on the first day of September, 2014 and ending August 30, 2020.
2. The Lease provides that the Lessee may use the Leased Premises for any lawful purpose which is not contrary to the laws of the Commonwealth of Kentucky.
3. The Lease provides that the Lessor agrees to timely pay before their due date all of the property taxes for the Leased Premises as assessed by the Powell, Wolfe, Estill and Lee County Property Valuation Administrators against the Leased Premises as they become due and payable during the term of this Lease.
4. The Lease provides that the Lessee shall have the option at any time during the Term hereof to purchase the Leased Premises at a price specified therein and provides the means and terms of execution of said option.

IN WITNESS WHEREOF, this Memorandum of Lease has been executed in duplicate, each to have the full force and effect of an original, this the day and year first above written.

LESSOR: PAL LAND, LLC

LESSEE: MULTI-COUNTY RECREATIONAL BOARD, INC

BY: Norman Ledford
Member

BY: [Signature]

By: Cornelius Arthur
Member

STATE OF KENTUCKY
COUNTY OF ~~CLARK~~ Estill

The foregoing instrument was acknowledged before me by Pal Land, LLC by Norman Ledford and Cornelius Arthur, its Members, this 10th day of Nov, 2014.

My Commission expires: 10-27-18

[Signature]
NOTARY PUBLIC

STATE OF KENTUCKY
COUNTY OF Powell

The foregoing instrument was acknowledged before me by Craig Dawson by Multi-County Recreational Board, Inc, its Chairman this 3rd day of December, 2014.

My Commission expires: 11/2/15

[Signature]
NOTARY PUBLIC

Prepared by:
WHITE McCANN & STEWART, PLLC

BY: [Signature]
John H. Rompf, Jr.
P O Box 578
Winchester, KY 40391
859-744-2551

MEMORANDUM OF LEASE AGREEMENT WITH OPTION TO PURCHASE

THIS LEASE made and entered into this 14th day of Nov, 2014, by and between **NORMAN E. LEDFORD and JUDY LEDFORD**, his wife, of 60 Cow Creek Road, Ravenna, Kentucky, party of the first part, hereinafter referred to as "**Lessor**" and **MULTI-COUNTY RECREATIONAL BOARD, INC**, a Kentucky Corporation, with its principal office at 130 South Main Street, Stanton, Kentucky 40380, party of the second part, hereinafter referred to as "**Lessee**":

WITNESSETH:

T WITNESSETH:

THAT WHEREAS, the Lessor and Lessee have entered into a Lease dated October 27, 2014 for the use and occupancy of certain tracts of land lying in Powell Kentucky containing approximately 400 acres more or less and more particularly described in Exhibit "A" hereto (hereinafter "Leased Premises") and

WHEREAS, the parties desire to enter into this memorandum in order to record certain terms of said Lease, and

NOW THEREFORE the parties state and give notice as follows:

1. The Lessor and Lessee have entered into a Lease dated October 27, 2014 (hereinafter "Lease") regarding the property described in Exhibit "A" hereto for a Term of Six (6) years beginning on the first day of September, 2014 and ending August 30, 2020.

2. The Lease provides that the Lessee may use the Leased Premises for any lawful purpose which is not contrary to the laws of the Commonwealth of Kentucky.

3. The Lease provides that the Lessor agrees to timely pay before their due date all of the property taxes for the Leased Premises as assessed by the Powell county Property Valuation Administrator against the Leased Premises as they become due and payable during the term of this Lease.

4. The Lease provides that the Lessee shall have the option at any time during the Term hereof to purchase the Leased Premises at a price specified therein and provides the means and terms of execution of said option.

IN WITNESS WHEREOF, this Memorandum of Lease has been executed in duplicate, each to have the full force and effect of an original, this the day and year first above written.

LESSOR:

LESSEE: MULTI-COUNTY RECREATIONAL BOARD, INC

Norman Ledford
Norman Ledford

BY: [Signature]

Judy Ledford
Judy Ledford
STATE OF KENTUCKY
COUNTY OF CLARK

The foregoing instrument was acknowledged before me by Norman E. Ledford and Judy Ledford his wife to be his and her act and deed. this 14 day of Nov., 2014.

My Commission expires: 10.27.18

[Signature]
NOTARY PUBLIC

STATE OF KENTUCKY
COUNTY OF Powell

The foregoing instrument was acknowledged before me by Craig Dawson by Multi-County Recreational Board, Inc, its Chairman this 3rd day of December, 2014.

My Commission expires: 11/2/15

[Signature]
NOTARY PUBLIC

PREPARED BY:

WHITE-MCCANN & STEWART, PLLC

BY [Signature]
John H. Rompe, Jr.
P O Box 578
Winchester, KY 40392
(859) 744-2551

Powell County Tourism Commission
P.O. Box 1028
Stanton, Ky. 40380

GRANT APPLICATION

DATE 9/24/2014

ORGANIZATION NAME: Red River Historical Society & Museum

ADDRESS: 4541 Main Street, PO Box 517, Clay City, KY 40312

TELEPHONE NUMBER: 859-749-3171

DIRECTOR/CONTACT PERSON: Larry G. Meadows

ANNUAL OPERATING BUDGET: \$21,961.96

PLEASE SUBMIT A FINANCIAL STATEMENT

SOURCE OF INCOME Donations, Sales, Events & Fundraisers, Grants & Memberships

TOTAL INCOME \$21,961.96

AMOUNT REQUESTED \$5,000 for 5 years

FOR WHAT PURPOSE WOULD THE GRANT BE USED:

To help offset regular operating budget money which will be applied toward property purchase for expanding our museum. Also promotion, advertising, office supplies for archival material. New & better events by being able to help offset travel cost for craftsmen and artisans.

HOW WOULD THIS IMPACT TOURISM AND TRAVEL IN POWELL CO.

Bring in many more artists & craftspeople for events. Have higher quality people with more expertise, which will bring more tourists.

EACH APPLICANT SHOULD BE PRESENT WHEN APPLYING FOR A GRANT

BY WHAT DATE ARE FUNDS NEEDED Whenever possible

ORGANIZATION SIGNATURE: Larry G. Meadows DATE: 9/24/2014

Revised June 2006

*Approved by
Chris
Bill
June 9-24-14*

The Red River Museum is purchasing additional property to expand the museum. This purchase will require using some of our funding that has been used for our annual and special events. In order to continue these events we are requesting a commitment of \$5000 per year for a period of five years to continue these events. The events are Patriot Days, Pioneer Festival, Old Engine and Grist Mill Show and special speakers throughout the year. The addition of the property purchase will also allow more space to host events. We plan to expand some of the existing events utilizing the additional property.

POWELL COUNTY TOURISM COMMISSION

MINUTES OF 9-24-14

Meeting Called to order at approximately 1:00 pm, at the Powell County Tourism Office, 164 North Main Street, Stanton, Ky.

Members present: Tim Hibbard, Billy Abner, Ovie Hollon, Chris Allen and Tony Morton.

Guests: Ethan Moore, Joann Campbell, Chris & Amanda Chaney, Patty Brown, Joe Bowen, Larry Meadows and Right Smart Creative Marketing team.

Motion by Ovie Hollon second by Billy Abner to approve the minutes of 8-27-14, motion unanimously approved.

Motion by Chris Allen second by Ovie Hollon to approve financial statements of 8-27-14, motion unanimously approved.

* Larry Meadows from the Red River Historical Museum submits a Grant Application. Amount requested *
\$5,000 for 5 years.

* Motion by Chris Allen and second by Tony Morton to grant Red River Historical Museum & Society
\$5,000 for 5 years. See grant Application.

Ovie Hollon does not vote since he is a member of the Red River Historical Society.

Right, Smart Creative Marketing team gives updates on the Marketing and Advertising plan.

Board agreed to allow Lee Co. to use our stage for the Woolly Worm Oct 24-26.

Motion to adjourn.

POWELL COUNTY TOURISM COMMISSION

MINUTES OF 10-22-14

Board members present: Tim Hibbard, Debbie Tipton, Ovie Hollon, Billy Abner, and Tony Morton.

Guests: County Judge Executive James Anderson, Joann Campbell and George Sutton.

Motion by Billy Abner and second by Ovie Hollon to approve September minutes, motion unanimously approved.

Motion by Tim Hibbard and second by Billy Abner to approve September financial statements, motion unanimously approved.

* Discussion from James Anderson about Multi County Recreation Board. Debbie Tipton will put the numbers together for the next board members.

Motion by Debbie Tipton and second by Ovie Hollon to amend both Transient and Restaurant Ordinances, motion unanimously approved.

Motion by Debbie Tipton and second by Tony Morton to grant the Red River Historical Society \$5000.00 per year for five years for Special Events. Present annual financial statement before payment. Motion unanimously approved.

Motion by Billy Abner and second by Ovie Hollon to participate in the Lexington Convention Center WKYT Boat and RV Show at Heritage Hall in February, motion unanimously approved.

Motion to Adjourn.

Powell County Tourism Commission

Board Meeting

Minutes of February 24, 2017

Stanton Depot

Members present: Tim Hibbard, Darlene Drake, Evelyn Falkner, Debbie Tipton, Chris Allen, Billy Abner and Tony Morton

Guests: Larry Meadows, Wallace Reed, Judge James Anderson, and John Brewer

Motion by Debbie Tipton seconded by Darlene Drake to approve November Board minutes, motion unanimously approved.

Motion by Debbie Tipton and seconded by Darlene Drake to approve the financial statements, motion unanimously approved.

Motion by Debbie Tipton and seconded by Chris Allen to amend the Articles of Incorporation and By Laws, motion unanimously approved.

Powell Co. Fiscal will have to make motion to withdraw from the Joint/City/County Ordinance. Serena Bowen/Executive Director has approached the Fiscal Court in the January meeting asking permission to withdraw and create a new Powell County Tourism Commission Ordinance.

✶ Board advised Mr. Meadows that will honor commitment for \$5000.00 for next two years. Write the check for the 2016 payment.

Motion by Debbie Tipton and seconded by Darlene Drake to approve the 2014 and 2015 Audits by White and Associates. Motion unanimously approved.

Motion by Debbie Tipton and seconded by Darlene Drake to approve Bronze Level \$500.00 to the East Kentucky Leadership Conference Thursday-Friday April 27-28 Perkins Conference Center, Richmond.

Motion by Billy Abner seconded Darlene Drake to Sponsor The Family Tree \$500.00 for the Senior Citizen Building. Motion Unanimously approved.

Adjourn

Multi-County Recreational Board

(LEWP) Lee, Estill, Wolfe, Powell Counties
P.O. Box 738 Beattyville, Kentucky 41311
TEL (606) 663-2156

July 23, 2015

Dear Powell County Tourism Commission/Judge James Anderson:

As you know the Multi-County Recreational Board, created jointly with Lee, Estill, Wolfe and Powell Counties has signed a lease on approximately 2,300 acres for the development of an Off Road Park in the Red River Gorge. This opportunity to diversify the recreational tourism options for our region will open endless economic development opportunities. Our lease payment for 2015 is due September 1.

The invoice for the 2015 lease payment is listed below:

Powell County Tourism Commission
PO Box 1028
Stanton, Kentucky 40380

INVOICE

Date	Detail	Amount
7.23.15	2015 Powell County Recreational Board Dues	\$18,500

Please make check payable to Multi-County Recreational Board and return by August 19.

Please feel free to contact our Chairman Craig Dawson with any questions or concerns (606) 663-2156 or e-mail powellindustrial@bellsouth.net

CK# 4183
7-31-15

Gmail

Serena

More

7 of 7,337

COMPOSE

Hollerwood

inbox

People (8)

Inbox (4,488)

Starred

Important

Sent Mail



Serena

No Hangouts Contacts

Find someone

Debbie Tipton I make a motion we pay the \$18,500 invoice. Det Jul 27 (1 day ago)

Christopher Allen I second the motion to pay the \$18,500. > 11:39 AM (23 hours ago)

Debbie Tipton All in favor say Aye >>> Christopher Allen 7/2 11:41 AM (23 hours ago)

Debbie Tipton Deborah Tipton Executive Vice President Whi 11:54 AM (23 hours ago)

Debbie Tipton Deborah Tipton Executive Vice President Whita 8:41 AM (2 hours ago)

Debbie Tipton to me 8:41 AM (2 hours ago)

Debbie Tipto

Add to circles

Show det

----- Forwarded message -----
From: Christopher Allen <callen@whitakerbank.com>



Serena Bowen <powelltourism@gmail.com>

invoice

Drake, Darlene <DarleneDrake@kycourts.net> Tue, Jul 28, 2015 at 10:52 AM
To: Serena Bowen <powelltourism@gmail.com>

Serena,
I vote to pay the invoice you received from Craig Dawson.

Darlene

Powell Circuit Clerk
P.O. Box 578
Stanton, Kentucky 40380
606-663-4141
darlenedrake@kycourts.net

Multi-County Recreational Board

(LEWP) Lee, Estill, Wolfe, Powell Counties
P.O. BOX 738 BEATTYVILLE, KY 41311
TEL (606) 663-2156

Invoice

Powell County
Stanton, KY

August 1, 2016

DATE	DETAIL	TRANSACTION
8/1/16	Year 3 Lease Expense 2016	\$18,500.00

Total \$18,500.00

Make payable to Multi-County
Recreational Board, Lee Estill Wolfe and
Powell

Adj # 4470
EK # 8/25/16

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- Drafts (76)
- Sent
- Spam (94) [Empty]
- Trash [Empty]
- My Folders [Edit]
- 2013 Ky Entrep...
- Admin
- Airport Expans...
- ARC Business P...
- Archive
- Arts
- Bluegrass Prid...
- Boneal Lightin...
- Boneal Upgrade...
- CC Business Pa...
- Clay City Busi...
- Clay City
- Cool
- County
- DAC
- Daniel Boone B...
- Deleted Messag...
- Depot
- EHS
- Elec Ind Prk D...
- Entrepreneur A...
- Grants
- Higher Educati...
- Industrial Min...
- Industrial Web...
- Industrial
- Main Street
- Miles Media
- Notes
- Pilot Knob II
- Pilot Knob Pro...

 **SimpliSafe...** **This father found a unique way...**
Sponsored Built by the leading engineers in the

RE: Fwd:

From: "Hibbard Tim (PARKS)" <tim.hibbard@ky.gov>
To: "powellindustrial" <powellindustrial@bellsouth.net>
 "Billy Abner" <babner3756@aol.com>
 "Chris Allen" <callen@whitakerbank.com>
 "Darlene Drake" <darlenedrake@kycourts.net>
 "Debbie Tipton" <dtipton@whitakerbank.com> more ...
Cc: "Serena Bowen" <powelltourism@gmail.com>

Full Headers Printable View

I am for this.

Tim Hibbard

Resort Park Manager
 Natural Bridge State Resort Park
 2135 Natural Bridge Road
 Slade, KY 40376
 Phone: 606-663-2214
 Fax: 606-663-5037

Natural Bridge State Resort Park - Create your own Experience.
www.parks.ky.gov
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-----Original Message-----

From: powellindustrial [mailto:powellindustrial@bellsouth.net]
Sent: Friday, August 05, 2016 1:04 PM
To: Billy Abner, Chris Allen, Darlene Drake, Debbie Tipton, Ovie Hollon, Hibbard, Tim (PARKS), Tony Morton
Cc: Serena Bowen
Subject: Fwd

I was asked to contact the tourism board regarding payment of the \$18,500 lease payment for the Multi-County Recreation Board that is due September 1, 2016. Since your tourism meeting will not be held until August 31, I checked with Tim Hibbard about sending an e-mail out to request permission to proceed with payment.

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- Powell Valley ...
- Power Deck
- Regional Adven...
- Regional Sewer
- Scott Archery
- Sent Messages
- Stanton Depot ...
- Stanton Police...
- Stanton
- Stella Concret...
- Stella Jones F...
- Stella Jones
- Tourism (1)**
- Transportation...
- Upcoming Event...
- Visitor Center...
- visitor center...
- VO-ED School
- YMCA

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Please respond if you are ok with payment of the \$18,500 lease payment due September 1, 2016. If you have questions I am happy to try to answer those. You can contact me at the office 663-2156 or my personal cell is 859.229.0020

Thanks,

Craig Dawson
 Executive Director
 Powell County Industrial & Economic Development PO Box 10
 130 South Main Street
 Stanton, Kentucky 40380
 Office: 606 663 2156

--- On Fri, 8/5/16, David Johnson <djohnson@whitakerbank.com> wrote:

> From: David Johnson <djohnson@whitakerbank.com>
 > Subject: Fwd:
 > To: powellindustrial@bellsouth.net
 > Date: Friday, August 5, 2016, 10:44 AM
 >

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- Inbox
Drafts (76)
Sent
Spam (94) [Empty]
Trash [Empty]

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RE: Fwd:

From: "Debbie Tipton" <dtpion@whitakerbank.com>
To: "Billy Abner" <babner3756@aol.com>
"powellindustrial" <powellindustrial@bellsouth.net>
"Tony Morton" <tonym66@bellsouth.net>
"Ovie Hollon" <ohollon@gmail.com>
"Tim (PARKS) Hibbard" <tim.hibbard@ky.gov> more ...
Cc: "Serena Bowen" <powelltourism@gmail.com>

Full Headers Printable View

My Folders [Edit]

- 2013 Ky Entrep...
Admin
Airport Expans...
ARC Business P...
Archive

I am for this.

Deborah Tipton
Chief Operations Officer
Whitaker Bank
Phone 859.543.4000
Fax 859.543.4070

- Bluegrass Prid...
Boneal Lightin...
Boneal Upgrade...
CC Business Pa...
Clay City Busi...
Clay City
Cool
County
DAC
Daniel Boone B...

>>> "Hibbard, Tim (PARKS)" <tim.hibbard@ky.gov> 8/5/2016 1:50 PM >>>
I am for this.

Tim Hibbard
Resort Park Manager
Natural Bridge State Resort Park
2135 Natural Bridge Road
Stade, KY 40376
Phone: 606-663-2214
Fax: 606-663-5037

- Deleted Messag...
Depot

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- EHS
Elec Ind Prk D...
Entrepreneur A...
Grants
Higher Educati...

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Industrial Web...
Industrial

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- Main Street
Miles Media
Notes
Pilot Knob II

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- Powell Valley ...
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- Stanton Police ...
- Stanton
- Stella Concret...
- Stella Jones F...
- Stella Jones
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- Upcoming Event...
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 Executive Director
 Powell County Industrial & Economic Development PO Box 10
 130 South Main Street
 Stanton, Kentucky 40380
 Office: 606.663.2156

--- On Fri, 8/5/16, David Johnson <djohnson@whitakerbank.com> wrote

> From: David Johnson <djohnson@whitakerbank.com>
 > Subject: Fwd
 > To: powellindustrial@bellsouth.net
 > Date: Friday, August 5, 2016, 10:44 AM

>

CONFIDENTIALITY NOTICE: This message, including any attachments, contains confidential and/or proprietary information intended for a specific individual and purpose and is protected by law. If you are not the intended recipient, you should delete this message and are hereby notified that any disclosure, copying or distribution of this message, or the taking of any action based on it, is strictly prohibited. If you receive this email in error, please notify the sender immediately by replying to this message and delete this email immediately.

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Drafts (76) Sponsored After his friends were robbed, an

Sent RE: Fwd:
From: "Christopher Allen" <callen@whitakerbank.com>

Spam (94) (Empty) To: "Billy Abner" <babner3756@aol.com>
Trash (Empty) "powellindustrial" <powellindustrial@bellsouth.net>

My Folders [Edit] "Tony Morton" <tonym66@bellsouth.net>
2013 Ky Entrep... "Ovie Hollon" <ohollon@gmail.com>
Admin "Tim (PARKS) Hibbard" <tim.hibbard@ky.gov> more ...
Airport Expans... Cc: "Serena Bowen" <powelltourism@gmail.com>

Full Headers Printable View

Archive I am for this as well.
Arts >>> "Hibbard, Tim (PARKS)" <tim.hibbard@ky.gov> 8/5/2016 1:50 PM >>>
Bluegrass Prid... I am for this.

Boneal Lightin... Tim Hibbard

Boneal Upgrade... Resort Park Manager
Natural Bridge State Resort Park
2135 Natural Bridge Road
Siade, KY 40376
Phone: 606-663-2214
Fax: 606-663-5037

CC Business Pa... Natural Bridge State Resort Park - Create your own Experience.
www.parks.ky.gov
Become a KYSP fan at: http://www.facebook.com/pages/Kentucky.State.Parks/152588316577

Clay City Busi... DAC
Clay City Daniel Boone B... -----Original Message-----
Deleted Messag... From: powellindustrial [mailto:powellindustrial@bellsouth.net]
Sent: Friday, August 05, 2016 1:04 PM
To: Billy Abner, Chris Allen, Darlene Drake, Debbie Tipton, Ovie Hollon, Hibbard,
Depot Tim (PARKS), Tony Morton
EHS Cc: Serena Bowen
Subject: Fwd:

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Thanks,

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 Executive Director
 Powell County Industrial & Economic Development PO Box 10
 130 South Main Street
 Stanton, Kentucky 40380
 Office 606 663 2156

--- On Fri, 8/5/16, David Johnson <djohnson@whitakerbank.com> wrote:

> From: David Johnson <djohnson@whitakerbank.com>
 > Subject: Fwd
 > To: powellindustrial@bellsouth.net
 > Date: Friday, August 5, 2016, 10:44 AM

>

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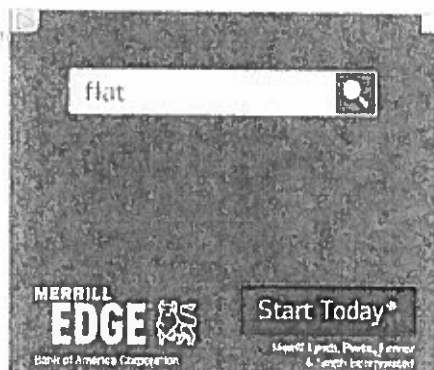
Compose Delete Reply Reply All Forward Actions Apply

- Inbox (1)
- Drafts (76)
- Sent
- Spam (96) [Empty]
- Trash [Empty]
- My Folders [Edit]

Advanced ... **Install ADT for \$9/Week & Get ...**
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Re: RE: Fwd:
From: "Drake Darlene" <DarleneDrake@kycourts.net>
To: "Ovie Hollon" <ohollon@gmail.com>
 "powellindustrial" <powellindustrial@bellsouth.net>

Full Headers Printable View



- 2013 Ky Entrep...
- Admin
- Airport Expans...
- ARC Business P...
- Archive
- Arts
- Bluegrass Prid...
- Boneal Lightin...
- Boneal Upgrade...
- CC Business Pa...
- Clay City Busi...
- Clay City
- Cool
- County
- DAC
- Daniel Boone B...
- Deleted Messag...
- Depot
- EHS
- Elec Ind Prk D...
- Entrepreneur A...
- Grants
- Higher Educati...
- Industrial Min...
- Industrial Web...
- Industrial
- Main Street
- Miles Media
- Notes
- Pilot Knob II

I vote yes

Darlene
 Sent using OWA for iPad

From: Ovie Hollon <ohollon@gmail.com>
Sent: Friday, August 5, 2016 10:42:26 PM
To: Hibbard, Tim (PARKS)
Cc: powellindustrial; Billy Abner; Chris Allen; Drake, Darlene; Debbie Tipton; Tony Morton; Serena Bowen
Subject: Re: RE: Fwd:

Yes I am for this

Sent from my iPad

> On Aug 5, 2016, at 1:50 PM, Hibbard, Tim (PARKS) <tim.hibbard@ky.gov> wrote:
 >
 > I am for this.
 >
 > Tim Hibbard
 >
 > Resort Park Manager
 > Natural Bridge State Resort Park
 > 2135 Natural Bridge Road
 > Slade, KY 40376
 > Phone: 606-663-2214
 > Fax: 606-663-5037
 >
 > Natural Bridge State Resort Park - Create your own Experience.
 > www.parks.ky.gov
 > Become a KYSP fan at: <http://www.facebook.com/pages/Kentucky-State-Parks/152588316577>
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 > Sent: Friday, August 05, 2016 1:04 PM
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>
 >
 >
 >
 > Craig Dawson
 > Executive Director
 > Powell County Industrial & Economic Development PO Box 10
 > 130 South Main Street
 > Stanton, Kentucky 40380
 > Office: 606 663 2156

>
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 >> Subject: Fwd
 >> To: powellindustrial@bellsouth.net
 >> Date: Friday, August 5, 2016, 10:44 AM
 >>

Cancel

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- Spam (96) [Empty]
- Trash [Empty]

Advanced ... **Install ADT for \$9/Week & Get ...**
 Sponsored Monitor your home with ADT for

Re: RE: Fwd:

From: "Ovie Hollon" <ohollon@gmail.com>

To: "Hibbard Tim (PARKS)" <tim.hibbard@ky.gov>

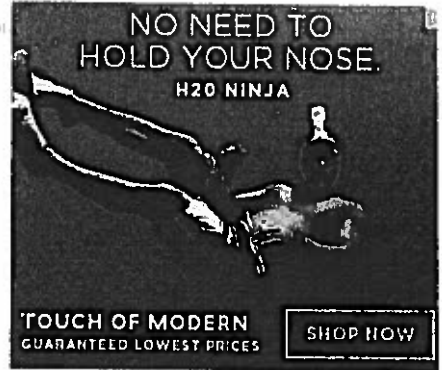
Cc: "powellindustrial" <powellindustrial@bellsouth.net>

"Billy Abner" <babner3756@aol.com>

"Chris Allen" <callen@whitakerbank.com>

"Darlene Drake" <darlenedrake@kycourts.net>

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Full Headers Printable View

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Sent from my iPad

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 > Executive Director
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 > 130 South Main Street
 > Stanton, Kentucky 40380
 > Office: 606 663.2156

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Close

Details Reply Mark All Forward

Actions

Printed: 1/1