BOOK 608 PAGE 242 (28)
682996

FEE PAID: ST. 4 CLK 82
AH 6 DEED TAX
LODGED & RECORDED
2014 MAY 15 PM 3:11
KATRINA FITZGERALD
MEADE COUNTY CLERK
BY: D.C.

LEASE AND EASEMENT AGREEMENT

THIS LEASE AND EASEMENT AGREEMENT (hereinafter the "Lease") is made and entered into this 15th day of May, 2014, by and between the COMMONWEALTH OF KENTUCKY, Department of Fish and Wildlife Resources (hereinafter referred to as "Fish and Wildlife"), #1 Sportsman's Lane, Frankfort, Kentucky 40601, acting by and through Lori H. Flanery, Secretary, Finance and Administration Cabinet, hereinafter referred to as the "Lessor", and YMCA OF GREATER LOUISVILLE, a Kentucky non-profit corporation, hereinafter referred to as the "Lessee". Both the Lessor and Lessee may, from time to time in this Lease, be referred to as a "Party", and collectively, as "Parties".

WITNESSETH:

WHEREAS, the Lessor owns certain property in Meade County, Kentucky, known as "Otter Creek Outdoor Recreation Area" as described on **Exhibit 1**, attached hereto and made a part hereof, and Lessor, through this Lease, is leasing certain portions of Otter Creek Outdoor Recreation Area to Lessee, which are more particularly described in (i) **Appendix A** as the Camp Piomingo Boundary (the "YMCA Campground"), (ii) **Appendix B** as the Camp Piomingo Access Way (the "YMCA Campground Access Road"), (iii) **Appendix C** as the Camp Piomingo Rock Quarry (the "Rock Quarry"), and (iv) **Appendix D** as the Camp Piomingo Rock Quarry Access Way (the "Rock Quarry Access Road"), each of which appendixes are attached hereto and made a part hereof (with the YMCA Campground and Rock Quarry hereinafter referred to, collectively, as the "Property", and the YMCA Campground Access Road and the Rock Quarry Access Road hereinafter referred to, collectively, as the "Easement Roads);"

WHEREAS, the Property was formerly leased to Lessee by the City of Louisville and its successor, Louisville and Jefferson County Metro Government (the "City") by that certain Lease Agreement dated February 17, 1987 (the "Prior Lease"), which by its terms was to be in effect until January 31, 2035;

92

WHEREAS, in connection with the transfer of Otter Creek Park from the City to the Lessor, the City and Lessor requested that Lessee agree to terminate the Prior Lease and enter into this Lease to continue Lessee's right to operate the subject property as a YMCA camp and related uses; and

WHEREAS, the Lessor has determined that the Property is currently surplus to its needs and has further determined that it is in the interest of

the Lessor for the Lessee to continue its use of the Property as an outdoor recreation and educational, residential, and day camp.

WHEREAS, all buildings, structures, equipment, swimming pools and appurtenances situated at or upon the Property, whether existing as of the date hereof or in the future (collectively, the "Improvements"), shall be and hereby are deemed to be a part of the "Property" and may be removed by Lessee only in accordance with the terms hereof.

NOW, THEREFORE, in consideration of the mutual covenants expressed herein, and of the mutual benefit to be derived by the Lessor and the Lessee as a result of the Lessee maintaining the property in accordance with the terms hereof for the purposes stated herein, the Parties agree as follows:

TERMS AND CONDITIONS

Section 1. Termination of Prior Leases; Integration:

A. This Lease shall supersede and cause to terminate all prior agreements, leases, and contracts as to the Property whether recorded or unrecorded.

B. This Lease sets forth the entire agreement of Lessor and Lessee as to the subject matter of this Lease, superseding all prior written and oral understandings, and may not be contradicted by evidence of any agreement or statement unless made in a writing (which writing shall be narrowly construed) signed by Lessor contemporaneously with or after the execution and delivery of this Lease.

Section 2. Leased Property:

A. The Lessor hereby leases to the Lessee the Property.

B. The Lessor will maintain the currently laid out hunting buffer with "No-Hunting" signage around the Property. Said buffer area is identified in **Appendix E**, attached hereto and made a part hereof.

C. The Lessor will, to the best of its ability, maintain clear, passable vehicle access through, over, and across the Easements Roads pursuant to Section 29, below.

D. It is understood and agreed by the Parties that the Lessor makes no guarantee or warranty, either expressed or implied, with respect to the

condition of the Property, and that the Lessee leases the Property in its "as is" condition.

E. Lessee shall maintain and operate the Property only for an outdoor recreation and educational, residential and day camp (hereinafter the "Purpose").

F. No alteration in the Purpose shall occur without the prior written consent of the Lessor.

G. The Rock Quarry includes a former quarry area that can be used as a rock climbing wall (hereinafter referred to as the "Rock Climbing Wall"). Lessee accepts full and complete responsibility for the Rock Climbing Wall. Lessee shall have employees monitoring the use of the Rock Climbing Wall for its invitees and employees. Lessee's employees who monitor the use of the Rock Climbing Wall shall have all necessary and reasonable training. Lessee shall coordinate usage of Rock Climbing Wall with Lessor's area manager. The Parties acknowledge that the Rock Climbing Wall shall be available for Lessee's use at all reasonable times.

H. Except in hunting-restricted areas or during hunting seasons and subject to coordination with on-site management, Lessee has the right to use the amenities of the Otter Creek Outdoor Recreation Area, which is what the Annual Rental Obligation (defined below) is intended to pay for, which amenities include but are not limited to use of any and all trails of the Otter Creek Outdoor Recreation Area and access to the creek (collectively, the "Park Amenities") by Lessee's invitees, campers, and camp groups without the payment of additional fees. The Park Amenities shall be available for Lessee's use at all reasonable times, except to the extent noted above during hunting seasons.

Section 3. Term:

A. This Lease shall be for an initial period commencing from the date this Lease is executed by the Secretary of the Finance and Administration Cabinet, and continuing until January 31, 2037 (hereinafter the "Initial Term").

B. Provided that at the end of Initial Term Lessee has not failed to correct any violations of terms of the Lease of which it has been notified and given 60 days to correct, then the Initial Term shall automatically be extended for an additional 25 years upon the same terms and

conditions (the "First Extended Term" and collectively with the Initial Term, the "Term"); provided, however, Lessee may terminate the Lease by providing written notice to the Lessor prior to one (1) year before the start of the First Extended Term.

C. If the Term is not extended pursuant to Section 3, Paragraph B, then following the expiration of the Term, this Lease shall continue from month to month until either Party gives written notice that the Lease shall terminate in thirty (30) days from date of the notice. If the Term is extended pursuant to Section 3, Paragraph B, then following the expiration of the First Extended Term, this Lease shall continue from month to month until either Party gives written notice that the Lease shall terminate in thirty (30) days from date of the notice.

Section 4. Rental Obligations:

A. Lessee shall pay to Lessor the following rents (hereinafter the "Rental Obligations"):

1. Rock climbing wall:

a. Lessee shall not be required to make any payment based solely on usage of the Rock Climbing Wall during this Lease.

b. Lessor shall have the right to suspend the use of Rock Climbing Wall on the Property by the Lessee for cause during the Term of the Lease without having any effect on the remainder of this Lease.

2. Initial Rental Obligation:

a. Lessee shall make a one-time payment to Lessor of $12,000 at the time of execution of the Lease, and Lessor shall relieve Lessee of any and all rental or other monetary obligations existing prior to execution of this Lease.

3. Annual Rental Obligation:

a. Lessee shall have an obligation to pay $6,000 per year (hereinafter the "Annual Rental Obligation") for one (1) year's rent in advance throughout the Term of this Lease shown on Lessor's invoice; provided however, Lessee shall

have 30 days from receipt of invoice within which to make payment to Lessor.

b. Acceptance by Lessor from Lessee of any amount of money less than the Annual Rental Obligation shall not be considered an accord and satisfaction or waiver by Lessor of its right to collect any remaining amount owed under this Lease.

c. Lessor may increase the amount of the Annual Rent Obligation by the percentage increase in the U.S. Bureau of Labor Statistics Consumer Price Index, US City Average for all items for the most immediate preceding twelve (12) month period, on each annual anniversary of the Lease provided Lessor gives Lessee sixty (60) days written notice prior to the sending of any invoice containing such increase.

4. Lessor Use of Camp Piomingo Meeting Room:

a. Lessor shall be entitled to schedule four meeting per year in the Camp Piomingo Meeting Room on mutually agreeable dates for meetings that will begin as early as 1:00 p.m. and extend as late as 12:00 a.m. at no charge to Lessor.

5. Utilities:

a. A flow meter has been installed to determine the water usage of the Lessee. Lessor shall submit a monthly invoice to the Lessee for Lessee's water usage based upon a per gallon basis, which invoice shall include all meter readings upon which the charges are based and the invoice from the public utility company. Lessee shall pay to Lessor all monies due for Lessee's use of public water no later than thirty (30) days following receipt of the invoice and a meter reading from the Lessor.

b. Lessee shall provide, at its own cost and expense, any and all other necessary utilities and sewage facilities necessary for the Property, including obtaining all necessary easements and rights-of-way, which would be required to be held in the name of the Commonwealth of Kentucky, from the various private, local, state, and

federal government agencies involved, and including all necessary hook-ups and the transfer of utilities into Lessee's name for Lessee's payment of utilities during the Term of this Lease. Nothing in this Lease shall be construed to indicate that Lessor shall be responsible for the payment of electricity, fuel of any type, telephone service, cable service, or any other utility or service to the Property. Lessor shall cooperate with Lessee in procuring any reasonable utility, service, permit, license, or approval needed for any utility or service.

c. Lessee shall not permit refuse, trash or garbage to accumulate or to gather in or about any of the Structures on the Property and shall provide and use suitable covered trash and garbage receptacles. Lessee shall, at its own expense, remove and dispose of all garbage, rubbish and trash in a manner satisfactory to Lessor and in compliance with all state and local regulations.

Section 5. Maintenance and Operation:

A. Lessee shall not create or maintain any public nuisance or other condition not benefitting public property.

B. Intentionally Omitted.

C. Lessee may sublet or assign all or part of its interest in the Property; provided however, Lessee must obtain the prior written consent of Lessor, and any Sublessees or assignees shall accept and be bound by all of Lessee's obligations under this Lease. No sublease or assignment shall serve to terminate the obligations of the Lessee under this Lease.

D. If Lessee desires to conduct a special event at Otter Creek Outdoor Recreation Area, but outside of the Property, then Lessee shall make a written request for prior approval of such special event to the Lessor not less than sixty (60) days prior to the proposed event, and Lessor may approve the special event as proposed by the Lessee or on such other terms at the Lessor's discretion. Approval of a special event will not be unreasonably denied; provided however, the special event must not conflict with the purpose of the Otter Creek Outdoor Recreation Area or the mission of the Kentucky Department of Fish and Wildlife Resources.

E. Lessee shall be permitted to renovate, alter, or demolish the Improvements within the Property, subject to the terms and conditions

stated in this Lease, as deemed necessary and reasonable by both Parties to accomplish the Purpose of the Lease.

F. Lessee shall, at its sole expense, be responsible for all costs associated with abating and removal of asbestos, lead, mold, pathogens, and any other hazardous or harmful substances and materials discovered on the Property for the duration of the Lease, and any renewal thereof, in the event that abatement is required by a regulating agency, and such conditions, if any, shall be deemed to be latent defects, which shall be the sole responsibility of the Lessee.

G. Lessee shall, at its sole expense, be responsible for all costs and expenses associated with the use and maintenance of the Property during the Term of this Lease. Lessee shall be responsible, at its own expense, for repair and maintenance of all Improvements, as appropriate, to assure a reasonable level of cleanliness and maintenance of the structures and grounds.

H. Lessee, at its sole expense, shall be responsible for rebuilding, restoration, replacement, and/or demolition of the Property or Improvements damaged by casualty or resulting from the negligence or intentional acts of the Lessee, its agents or employees, or by any act of God. To the extent that funds are obtained through insurance due to damage, then such funds shall be expended by Lessee on the Property, which may or may not, at the election of Lessee, include rebuilding or restoring the damaged Property or Improvements.

I. Prior to the execution of this Lease, Lessee installed a gate (hereinafter the "Gate") at the entrance to the Otter Creek Outdoor Recreation Area. Lessor has paid for the electrical usage at the Gate. After the execution of this Lease, Lessor shall undertake the maintenance, ownership and responsibility for the Gate, and pay for all utilities associated therewith.

Lessee, at its sole expense, shall be responsible for all road repairs to maintain or repair any roadways inside the Property. Lessor shall be responsible for road repairs or maintenance outside of the Property in accordance with Section 29, below.

J. Lessee shall propose signage to be placed on the Property at the location of the rock climbing wall that indicates that there is not to be any climbing unless a participant of Lessee's Camp Piomingo and accompanied by a professional for approval by Lessor. Following approval of signage, Lessee shall place and install signage at the

location of the rock climbing wall and maintain the signage during the Term of the Lease.

K. Use of the Property is subject to and shall be in accordance with the provisions of 301 KAR 3:012 and 301 KAR 3:022.

Section 6. Alterations/Renovations of the Property:

A. All alterations, renovations, major repairs, or other improvements (hereinafter "Repairs") to the Property shall be made subject to all applicable building codes of the Commonwealth of Kentucky and the Americans with Disabilities Act (ADA). This shall include any and all building inspections, which are required by law to be performed prior to commencement of Lessee's operations at the Property.

B. Lessee shall, at its sole expense, obtain all occupancy permits required by state law prior to permitting the general public to enter the Property, and to the extent required, Lessor covenants and agrees to cooperate as needed with Lessee to carry out the requirements set forth in this Section 6(B).

Section 7. Protection of Work, Property, Employees, and Public:

A. Lessee shall:

1. continuously maintain adequate protection and safety rules and procedures during its occupancy of the Property;

2. take reasonable measures on the YMCA Campground and Rock Quarry to protect Lessor's employees and the public from injury or loss arising in connection with this Lease within the YMCA Campground or Rock Quarry in a prudent manner;

3. designate a responsible member of its organization as safety officer, whose duty shall be to enforce safety regulations; and

4. take all necessary precautions for the safety of employees on the work site and shall comply with all applicable provisions of the Kentucky Workers Compensation laws and all federal, state, and municipal safety laws and building codes to prevent accidents or injury to persons on, about, or adjacent to the Property where the work is being performed.

Section 8. Mechanic's and Materialman's Lien:

A. Nothing in this Lease shall in any way be deemed or construed as constituting an order or request by the Lessor, or the Lessee, expressed or implied, to any contractor, sub-contractor, supplier, materialman, or laborer for the performance of any labor or the furnishing of any materials for the construction of any improvement on, alterations to, or other improvements to the Property, nor as giving Lessee any right, power, or authority to conduct or permit the rendering of any services or furnishing of any materials that would give rise to the filing of any mechanic's liens against the Property, or Lessee's lease-hold interest in the Property.

B. The Lessee and/or its contractors shall not suffer or permit any mechanic's or materialman's lien to be filed against the Property or the Lessee's lease-hold interest in the Property at any time. If a mechanic's or materialman's lien shall be filed against the Lessee, then the Lessee and/or its contractors shall cause the same to be discharged within ninety (90) days after receipt of notice of the filing thereof by payment, deposit, bond, or Order of Court of competent jurisdiction or otherwise, the failure of which shall be deemed to be an Event of Default hereunder (as defined below).

Section 9. Title to Improvements and Additions and Removal of Equipment and Supplies Upon Expiration or Termination of Lease:

A. All Improvements, now or hereafter existing during the term of the Lease are the Property of Lessor; provided, however, upon the expiration or termination of this Lease, all of the Improvements that are portable, including, but not limited to, modular cabins and units, equipment, inventory, and fixtures (collectively, the "Portable Improvements"), shall be removed from the Property, at Lessee's sole expense, within sixty (60) days after such expiration or termination.

Section 10. Permits and License, Federal, State, and Local Laws and Applicable Taxation:

A. The Lessee shall, at its sole expense, procure all necessary permits including those which may be required for Repairs for which it is responsible under this Lease and licenses which are required by state and local laws.

B. Lessee shall abide by all applicable laws, regulations, and ordinances of all federal, state, and local governments during the Term of this Lease, including those laws, regulations, and ordinances relating to taxation of Lessee's operations.

C. Lessee shall be responsible for paying all taxes imposed by laws, regulations, and ordinances, including but not limited to all sales taxes and ad valorem taxes.

Section 11. Indemnification, Sovereign Immunity:

A. To the extent allowed by Kentucky law Lessee shall indemnify and hold harmless Lessor and all of its officers, agents, and employees from all suits, actions or claims of any character because of any injuries or damages received by any person, persons, or property resulting from the negligent or willful misconduct of Lessee, its invitees, or employees or the failure of Lessee to comply with the terms and conditions of this Lease. No part of this Lease shall constitute, either directly or indirectly, a waiver of sovereign immunity granted under the Kentucky Constitution, Section 231, and the United States Constitution, Eleventh Amendment.

B. Lessee agrees to be responsible for claims arising as a result of its actions under this Lease, to the extent allowed by law. Further, this Lease is intended for the sole benefit of the Parties hereto and no rights under this contract shall be bestowed upon any third party or parties as a result of the provisions contained herein. Lessor is in no way responsible for the actions of the Lessee. No part of this Lease shall constitute, either directly or indirectly, a waiver of sovereign immunity granted under the Kentucky Constitution, Section 231, and the United States Constitution, Eleventh Amendment.

Section 12. Insurance Coverage:

A. Lessee shall be required to obtain and keep in force liability insurance covering the Property that is obtained from a reputable insurance company authorized to do business in the Commonwealth and subject to regulation by the Kentucky Department of Insurance. Such insurance coverage will be obtained at Lessee's own expense and will include a commercial general liability insurance policy. The limits of liability requirements can be met by the Lessee's use of an umbrella liability or excess liability policy or policies. Lessee and the Lessor shall mutually agree upon the amount of liability insurance. If an agreement cannot be reached between the parties regarding the amount of liability insurance to be carried, the matter will be referred to the Commonwealth of Kentucky Finance and Administration Cabinet for a final ruling, which will be subsequently carried out by Lessee. Said insurance shall name Lessor as an additional insured

and Lessee shall request from its insurer and seek in good faith a policy that is not subject to cancellation, termination or change without at least thirty (30) days prior written notice to Lessor. Lessee must furnish a copy of its insurance policy to Lessor prior to commencement of operations and on an annual basis thereafter, for the full term of this Lease and any renewals thereof.

B. The minimum liability amounts of required coverage established under this Section may be subject to reasonable modification, in accordance with then market standards as determined by Lessor and Lessee, by Lessor upon sixty (60) days written notice to Lessee.

C. During the Term of this Lease, Lessee shall maintain, at its sole expense, fire and extended coverage insurance, including theft and vandalism, covering all structures in the Property in an amount equal to full replacement cost. Lessee, at its sole expense, shall also carry and maintain during the Term of this Lease fire and extended coverage insuring all contents, inventories and infrastructures on the Property to the extent of their full insurable value.

Section 13. Assignment or Lease/Prohibition Against Encumbering Premises:

A. Lessee shall not voluntarily, involuntarily, or by operation of law assign, sublet, or otherwise transfer this Lease, or any interest created herein, to any other (i) person, (ii) association, (iii) partnership, (iv) corporation, or (v) other entity without first obtaining in each and every instance the Lessor's prior written consent. Any attempt to assign, sublet, or otherwise transfer this Lease, or any interest created herein, without such consent shall be void. If an assignment, sublet, or transfer is made with the consent of Lessor, then Lessee shall not be relieved from the performance of all terms, covenants, and conditions of this Lease unless and except to the extent agreed to by Lessor. If consent is once given by Lessor to any such assignment, subletting, or transfer, such consent shall not operate as a waiver of the necessity for obtaining Lessor's consent to any subsequent assignment, subletting, or transfer. No assignment shall be effective or binding against Lessor until such time as Lessor and Lessee and assignee executes an amendment to this Lease reflecting such assignment.

B. Notwithstanding the foregoing provisions, in no event, shall Lessee voluntarily or involuntarily mortgage or otherwise encumber the Property. Any attempted voluntary or involuntary mortgage or encumbrance of the Property shall be void and of no effect, and shall, at the option of the Lessor, terminate this Lease.

Section 14. Covenant of Quiet Enjoyment:

A. Lessor agrees and warrants to Lessee that, so long as there is no Event of Default then occurring, Lessee shall be entitled to enjoy its leasehold estate in the Property with right of quiet enjoyment, use and benefit, during the Term.

Section 15. Lessor's Remedies Upon Default:

A. It shall be an "Event of Default" under this Lease if Lessee defaults on any obligation incurred hereunder and such default is not cured within thirty days (30) after written notice from Lessor is received by Lessee (or, such longer period as is set forth in Section 8(b)); provided, however, in the event that such default cannot be reasonably cured within such thirty (30) day period, then Lessee shall be permitted such additional time as may be reasonably necessary to effect the cure so long as Lessee diligently pursues the same. If said default or non-compliance is cured within the applicable above-described cure period, then this Lease shall remain in full force and effect. In the event such default is not cured within the applicable cure period, then during the continuance of the Event of Default Lessor may terminate this Lease in accordance with Section 16.

Section 16. Cancellation /Termination:

A. Lessor may terminate this Lease upon and during the continuance of an Event of Default and Lessee may terminate this Lease in the event that Lessor defaults under its obligations hereunder and such default is not cured within 30 days of receipt of Lessee's written notice (a "Lessor Default").

B. Upon delivery by certified mail to either party of its intent to terminate the Lease (the "Notice of Termination") due to an Event of Default or Lessor Default, as the case may be, specifying the nature of the default, and the date upon which such action becomes effective, then, and in any of such cases, immediately or at any time thereafter, at its option, Lessor shall have the right to reenter immediately and to take possession of the Property, unless the default or non-compliance by Lessee is cured within the longer of the cure period (1) stated in the Notice of Termination or (2) in Section 15.

C. If no cure of the Lessee's default occurs during the applicable cure period set forth in subsection (b), above, Lessee shall stop performance under the Lease on the date indicated in the Notice of Cancellation and shall vacate the Property within sixty (60) days after the effective date

of the cancellation. If no cure of the Lessor's default occurs during the applicable cure period set forth in subsection (b), above, Lessee may stop performance under the Lease on the date indicated in the Notice of Cancellation and vacate the Property within sixty (60) days after the effective date of the cancellation.

D. In the event this Lease is terminated by Lessor prior to January 31, 2037 or during the subsequent term if applicable, for any reason other than an Event of Default, including for the convenience of the Commonwealth of Kentucky pursuant to 200 KAR 5:312 Section 3, Lessor shall pay to Lessee a termination settlement equal to the depreciated fair market value of the leasehold estate, including the improvements, in accordance with the provisions of Chapter 45A and 56 of the Kentucky Revised Statutes applicable to the purchase of real estate by the Commonwealth of Kentucky, or any laws enacted in succession thereto and relevant to the purchase of real estate by the Commonwealth of Kentucky.

Section 17. Right of Entry; Inspection of the Premises and Access to Lessor's Property:

A. Lessor reserves the right to enter and inspect the Property during business hours at any and all times for the purpose of ensuring Lessee is complying with all terms and conditions contained in this Lease, upon reasonable notice to Lessee (which shall be not less than 48 hours); provided, however, in the event of an emergency Lessor may immediately enter the Property, without notice.

Section 18. Amendment to Lease:

A. This Lease may not be modified, altered, or amended except in writing by a amendment to Lease signed by all Parties to this Lease.

Section 19. Records and Reports

A. The Lessor, per KRS 45A.030 (9), agrees that the Finance and Administration Cabinet, the Auditor of Public Accounts, and the Legislative Research Commission, or their duly authorized representatives, shall have access to any books, documents, papers, records, or other evidence, which are directly pertinent to this Lease for the purpose of financial audit or program review. Records and other prequalification information confidentially disclosed as part of this Lease shall not be deemed as directly pertinent to the Lease and shall

be exempt from disclosure as provided in KRS 61.878(1)(c). The Lessor also recognizes that any books, documents, papers, records, or other evidence, received during a financial audit or program review shall be subject to the Kentucky Open Records Act, KRS 61.870 to 61.884. In the event of a dispute between Lessee and Lessor, Attorney General, or the Auditor of Public Accounts over documents that are eligible for production and review, the Finance and Administration Cabinet shall review the dispute and issue a determination, in accordance with Secretary's Order 11-004.

Section 20. Waiver:

A. Lessor reserves and shall have the exclusive right to waive, at the sole discretion of Lessor, and to the extent permitted by law, any condition under this Lease after written consent has been provided by Lessee. Lessee reserves and shall have the exclusive right to waive, at the sole discretion of Lessee, any condition under this Lease after written consent has been provided by Lessor. No act by or on behalf of Lessor shall be, or deemed to be construed to be, any waiver of any part term or condition unless the same shall be in writing, signed by the Lessor, and expressly stated to constitute such a waiver.

Section 21. Promotional Signage:

A. Lessee, at its sole expense, may install promotional, marketing and advertisements upon signs at appropriate locations on the Property, including the highway entrance, with the prior review and written approval of Lessor.

Section 22. Severability Clause:

A. If any provision in this Lease shall be or become illegal or unenforceable in any case, then that provision shall be deemed modified in that case so as to be legal and enforceable to the maximum extent permitted by law while most nearly preserving its original intent, and in any case the illegality or unenforceability of that provision shall affect neither that provision in any other case nor any other provision.

Section 23. Conflict of Interest Statute:

A. No officer or employee of Lessee, and no other public official of the Lessee who exercises any functions or responsibilities in the review or approval of the undertaking or carrying out of the project shall, prior to

the completion of the project, voluntarily acquire any personal interest, direct or indirect, in the Lease.

B. Lessee certifies that by entering into this Lease with Lessor and that by holding and performing this Lease, Lessee will not be violating either any conflict of interest statute (KRS 45A.330-45A.340, 164.390), or KRS Chapter 11A, the Executive Branch Code of Ethics, or any other applicable statute or principle by the performance of this Lease, nor will such person realize any unlawful benefit or gain directly or indirectly from it. Non-compliance may result in termination of this Lease.

Section 24. Conflict of Law and Choice of Law Provision:

A. It is agreed by the parties hereto that the laws of the Commonwealth of Kentucky shall govern all questions as to the execution, validity, interpretation, construction, and performance of this Lease, including but not limited to all Finance and Administration Cabinet regulations. Furthermore, the parties hereto further agree that any legal action, which is brought on the basis of, this Lease shall only be filed in the Franklin Circuit Court of the Commonwealth of Kentucky.

Section 25. Successors and Assigns:

A. The covenants, conditions, and agreements made and entered into by the Parties hereto are declared and agreed to be binding upon and to inure to the benefit of their respective successors and/or assigns.

Section 26. Force Majeure:

A. Lessor shall not be liable to Lessee if failure to perform this Lease arises out of causes beyond the control and without the fault or negligence of Lessor. Such causes may include, but are not restricted to, acts of God, fire, quarantine restrictions, strikes, war, and freight embargoes. In all cases, the failure to perform must be beyond the control and without fault or negligence of Lessor.

Section 27. Notice:

A. Notwithstanding anything contained herein to the contrary, any notices to be given under this Lease shall be deemed sufficiently given when in writing and (a) actually served on the party to be notified or (b) placed in an envelope directed to the party to be notified at the

following addresses and deposited in the United States mail, by certified or registered mail, postage prepaid:

(a) If to Lessor: Kentucky Department of Fish and Wildlife Resources
#1 Sportsman Lane
Frankfort, Kentucky 40601
Attn: KDFWR Commissioner

(b) If to Lessee: YMCA of Greater Louisville
545 South Second Street
Louisville, Kentucky 40202
Attn: Vice President, Operations

Such addresses may be changed by either party by written advice as to the new address given as above provided.

Section 28. Time is of the Essence:

A. Time is of the essence with respect to all obligations contained herein.

Section 29. Access Easement:

A. Lessor, as the fee simple owner of the Easement Roads and the Property, hereby grants to the Lessee for the benefit of Lessee (or the holder of the leasehold interest in the Property), a non-exclusive easement across, over, under and through the Easement Roads for the purpose of access, ingress and egress (the "Access Easement"), which Access Easement shall terminate contemporaneously with this Lease. No permanent structure of any kind shall be placed on, over or under the land or the grade changed within the Easement Roads. The Access Easement shall run with the land, subject to the terms and conditions herein contained. The Easement Roads shall be maintained and repaired by the Lessor in accordance with Section 2(c). Notwithstanding the foregoing, Lessee shall be solely responsible for the cost of any damage it (or its invitee's or licensee's) may cause to the Easement Roads or any areas surrounding the Easement Roads.

B. In the event that Lessor desires to alter the location of either of the Easement Roads, Lessor may do so as long as access is still provided to the Campground or Rock Quarry, as the case may be. The Parties may, at either Party's request, amend this Lease to memorialize such new location of the respective Easement Road.

Section 31. Reasonableness:

A. Each of the parties agrees to act reasonably in accordance with its conditions and obligations created hereby.

IN WITNESS WHEREOF, the signatures subscribed below of the Parties, acting by and through their duly authorized representatives pursuant to such resolutions and official actions as may be necessary to confer full authority upon those representatives, manifesting their assent to the terms and entry into this Lease and Easement Agreement as of the day and dates written below.

LESSOR

APPROVED:

By: Lori H. Flanery
Lori H. Flanery, Secretary
Finance & Administration Cabinet

COMMONWEALTH OF KENTUCKY)
)
COUNTY OF FRANKLIN)

The foregoing Lease and Easement Agreement was acknowledged before me on this 5th day of May, 2014, by Lori H. Flanery, Secretary of the Finance and Administration Cabinet.

Sylvia M. Moore
Notary Public, State-at-Large
489433

My Commission expires 5.16.2017.

REVIEWED & APPROVED AS TO
FORM & LEGALITY:

Patrick McGee
Patrick McGee, Attorney
Finance & Administration Cabinet

LESSEE

YMCA of Greater Louisville
a Kentucky non-profit corporation

By: R. Stephen Tarver
R. Stephen Tarver
President/CEO

COMMONWEALTH OF KENTUCKY)
)
COUNTY OF Jefferson)

The foregoing Lease and Easement Agreement was acknowledged before me on this 7th day of May, 2014, by R. Stephen Tarver, President/CEO of YMCA of Greater Louisville.

Lisa Dunlap
Notary Public, State-at-Large

My Commission expires January 27, 2015.

RECOMMENDED:

By: _____
Bob Stewart, Secretary
Tourism, Arts, & Heritage Cabinet

By: _____
Matt Sawyers, Acting Commissioner
Department of Fish and Wildlife

REVIEWED:

By: _____
William Dexter, General Counsel
Tourism, Arts, & Heritage Cabinet

COUNSEL TO GOVERNOR:

_____

APPROVED:

_____
STEVE L. BESHEAR, GOVERNOR

This Instrument Prepared By:

_____
Patrick W. McGee, Attorney
Finance and Administration Cabinet
Office of General Counsel
Room 392, Capitol Annex Building
Frankfort, Kentucky 40601
(502) 564-6660

--APPENDIX A--

YMCA LEASE AREA A – CAMP PIOMINGO BOUNDARY

Being a certain tract of land lying in Meade County, Kentucky, within the boundary of Otter Creek Outdoor Recreation Area as recorded in Deed Book 78, Page 439 in the Meade County Clerk's Office, and being on the east side of Otter Creek Outdoor Recreation Area Access Road, and more particularly described as follows:

Beginning at a point in the east boundary of Otter Creek Recreation Area, said point being a reference point to the YMCA Lease Area A - Camp Piomingo Boundary, said point also being an iron pin with cap stamped "E. Rinehart, KY-LS-2283"; thence NORTH 48° 30' 50" WEST, 4082.51 feet to a point on the YMCA Lease Area A - Camp Piomingo Boundary, said point being the True Point of Beginning of the YMCA Lease Area A -Camp Piomingo Boundary, said point also being a set iron pin and cap stamped "LS 3649";

Thence NORTH 88° 46' 14" WEST, 365.66 feet to a point, said point being a set iron pin and cap stamped "LS 3649";

Thence NORTH 84° 57' 57" WEST, 444.57 feet to a point, said point being a set iron pin and cap stamped "LS 3649"; thence NORTH 61° 40' 12" WEST, 249.69 feet to a point, said point being a set iron pin and cap stamped "LS 3649";

Thence NORTH 34° 45' 37" WEST, 460.11 feet to a point, said point being a set iron pin and cap stamped "LS 3649";

Thence NORTH 66° 24' 20" WEST, 89.40 feet to a point, said point being a set iron pin and cap stamped "LS 3649";

Thence crossing the entrance road to YMCA Lease Area A -Camp Piomingo, NORTH 35° 11' 51" WEST, 94.23 feet to a point the east side of Otter Creek Park Road, said point being a set iron pin and cap stamped "LS 3649";

Thence along the east side of Otter Creek Park road for four calls: NORTH 34° 15' 48" WEST, 623.91 feet to a point, said point being a set iron pin and cap stamped "LS 3649";

Thence NORTH 34° 50' 54" WEST, 523.08 feet to a point, said point being a set iron pin and cap stamped "LS 3649";

Thence NORTH 20° 25' 43" WEST, 310.79 feet to a point, said point being a set iron pin and cap stamped "LS 3649"; thence NORTH 25° 41' 41" WEST, 322.24 feet to a point, said point being a set iron pin and cap stamped "LS 3649";

Thence leaving the east side of Otter Creek Park Road, NORTH 40° 30' 06" EAST, 803.13 feet to a point, said point being a set iron pin and cap stamped "LS 3649";

Thence SOUTH 85° 38' 25" EAST, 371.43 feet to a point, said point being a set iron pin and cap stamped "LS 3649";

Thence SOUTH 67° 47' 53" EAST, 215.78 feet to a point, said point being a set iron pin and cap stamped "LS 3649"; thence SOUTH 70° 58' 15" EAST, 180.75 feet to a point, said point being a set iron pin and cap stamped "LS 3649";

Thence NORTH 69° 28' 06" EAST, 429.36 feet to a point, said point being a set iron pin and cap stamped "LS 3649";

Thence NORTH 85° 46' 01" EAST, 246.16 feet to a point, said point being a set iron pin and cap stamped "LS 3649";

Thence NORTH 66° 01' 54" EAST, 358.49 feet to a point, said point being a set iron pin and cap stamped "LS 3649";

Thence SOUTH 86° 14' 17" EAST, 984.57 feet to a point, said point being a set iron pin and cap stamped "LS 3649";

Thence SOUTH 0° 45' 36" EAST, 1014.09 feet to a point, said point being a set iron pin and cap stamped "LS 3649";

Thence SOUTH 4° 55' 09" WEST, 489.73 feet to a point, said point being a set iron pin and cap stamped "LS 3649";

Thence SOUTH 8° 58' 34" EAST, 330.95 feet to a point, said point being a set iron pin and cap stamped "LS 3649";

Thence SOUTH 24° 08' 01" WEST, 211.08 feet to a point, said point being a set iron pin and cap stamped "LS 3649";

Thence SOUTH 45° 50' 06" WEST, 183.68 feet to a point, said point being a set iron pin and cap stamped "LS 3649";

Thence SOUTH 42° 08' 53" WEST, 366.25 feet to a point, said point being a set iron pin and cap stamped "LS 3649";

Thence SOUTH 45° 03' 20" WEST, 641.92 feet to the POINT OF BEGINNING and containing 162.13 acres gross and net.

All iron pins set are 5/8" by 18" ferrous steel rebar. A cemetery is located within the lease boundary. The cemetery is located approximately 425 feet from the southern lease boundary. The cemetery is approximately 120 feet by 120 feet. The completion date of this lease boundary survey was February 17, 2011.

Please also see plat as referenced in Plat Cabinet 7, Page 284-289 of the Meade County Clerk's Office.

STATE OF KENTUCKY
L. EDWARD
LICENSED
LAND SURVEYOR

11-28-11

--APPENDIX B--

YMCA Lease Area A - Camp Piomingo Access Way

The herein described access easement being 30-feet in width, 15-feet each side of centerline, the centerline defined as follows:

Beginning at a point in the northeastern right-of-way of KY 1638 and centerline of Otter Creek Outdoor Recreation Area Road (formerly KY 3241, released in DB 310, PG 67), having Kentucky One Zone Coordinates with a Project Datum Factor of 1.00012059 of N: 3,860,909.72; E 4,838,749.48;

Thence with the centerline of the existing paved Otter Creek Outdoor Recreation Area Road for forty-five (45) calls:

1. North 11°54'22" West a distance of 371.35 feet to a point;
2. Thence with a curve turning to the left with an arc length of 212.36', with a radius of 888.43', with a chord bearing of North 15°55'39" West, with a chord length of 211.85 feet to a point;
3. Thence with a compound curve turning to the left with an arc length of 223.97', with a radius of 4675.66', with a chord bearing of North 25°15'17" West, with a chord length of 223.95 feet to a point;
4. Thence North 29°18'53" West a distance of 552.72 feet to a point;
5. Thence North 32°39'17" West a distance of 340.81 feet to a point;
6. Thence with a curve turning to the right with an arc length of 215.91', with a radius of 752.98', with a chord bearing of North 25°50'50" West, with a chord length of 215.18 feet to a point;
7. Thence North 16°29'38" West a distance of 633.28 feet to a point;
8. Thence with a curve turning to the left with an arc length of 295.90', with a radius of 468.20', with a chord bearing of North 27°32'32" West, with a chord length of 291.00 feet to a point;
9. Thence North 53°38'37" West a distance of 498.48 feet to a point;
10. Thence with a curve turning to the right with an arc length of 171.88', with a radius of 286.48', with a chord bearing of North 35°59'13" West, with a chord length of 169.31 feet to a point;
11. Thence North 16°19'27" West a distance of 88.58 feet to a point;
12. Thence with a curve turning to the left with an arc length of 252.84', with a radius of 721.30', with a chord bearing of North 24°21'45" West, with a chord length of 251.55 feet to a point;
13. Thence North 39°02'39" West a distance of 274.54 feet to a point;
14. Thence North 45°26'51" West a distance of 217.95 feet to a point;
15. Thence with a curve turning to the right with an arc length of 236.69', with a radius of 629.14', with a chord bearing of North 41°22'58" West, with a chord length of 235.29 feet to a point;
16. Thence with a compound curve turning to the right with an arc length of 159.43', with a radius of 699.63', with a chord bearing of North 12°33'44" West, with a chord length of 159.08 feet to a point;
17. Thence North 07°22'00" West a distance of 279.84 feet to a point;
18. Thence with a curve turning to the left with an arc length of 182.02', with a radius of 1043.68', with a chord bearing of North 23°32'06" West, with a chord length of 181.79 feet to a point;

19. Thence with a compound curve turning to the left with an arc length of 137.48', with a radius of 594.78', with a chord bearing of North 37°17'05" West, with a chord length of 137.18 feet to a point;
20. Thence North 40°17'06" West a distance of 575.52 feet to a point;
21. Thence North 34°33'45" West a distance of 345.61 feet to a point;
22. Thence North 46°03'08" West a distance of 435.70 feet to a point;
23. Thence North 46°57'18" West a distance of 498.67 feet to a point;
24. Thence with a curve turning to the right with an arc length of 198.15', with a radius of 194.82', with a chord bearing of North 14°20'55" West, with a chord length of 189.72 feet;
25. Thence with a compound curve turning to the right with an arc length of 208.87', with a radius of 357.26', with a chord bearing of North 35°52'36" East, with a chord length of 205.90 feet; ,
26. Thence North 57°49'20" East a distance of 193.49 feet to a point;
27. Thence North 68°44'27" East a distance of 201.40 feet to a point;
28. Thence with a curve turning to the left with an arc length of 202.79', with a radius of 299.08', with a chord bearing of North 57°16'48" East, with a chord length of 198.93 feet to a point;
29. Thence with a compound curve turning to the left with an arc length of 95.26', with a radius of 204.32', with a chord bearing of North 24°29'53" East, with a chord length of 94.40 feet to a point;
30. Thence North 16°01'06" East a distance of 142.73 feet to a point;
31. Thence with a curve turning to the right with an arc length of 95.96', with a radius of 294.24', with a chord bearing of North 26°46'53" East, with a chord length of 95.53 feet to a point;
32. Thence with a compound curve turning to the right with an arc length of 92.24', with a radius of 341.60', with a chord bearing of North 45°35'45" East, with a chord length of 91.96 feet to a point;
33. Thence North 51°14'12" East a distance of 49.77 feet to a point;
34. Thence North 41°06'42" East a distance of 198.06 feet to a point;
35. Thence with a curve turning to the right with an arc length of 104.04', with a radius of 415.04', with a chord bearing of North 41°54'49" East, with a chord length of 103.77 feet to a point;
36. Thence with a reverse curve turning to the left with an arc length of 95.02', with a radius of 278.04', with a chord bearing of North 47°57'52" East, with a chord length of 94.56 feet to a point;
37. Thence with a compound curve turning to the left with an arc length of 91.84', with a radius of 248.88', with a chord bearing of North 19°39'06" East, with a chord length of 91.32 feet to a point;
38. Thence North 12°22'16" East a distance of 95.94 feet to a point;
39. Thence with a curve turning to the right with an arc length of 89.52', with a radius of 177.70', with a chord bearing of North 28°06'32" East, with a chord length of 88.58 feet to a point;
40. Thence with a compound curve turning to the right with an arc length of 93.73', with a radius of 456.60', with a chord bearing of North 51°48'07" East, with a chord length of 93.57 feet to a point;

41. Thence with a reverse curve turning to the left with an arc length of 93.86', with a radius of 152.16', with a chord bearing of North 31°10'40" East, with a chord length of 92.37 feet to a point;
42. Thence with a compound curve turning to the left with an arc length of 99.25', with a radius of 335.42', with a chord bearing of North 03°24'15" East, with a chord length of 98.89 feet to a point;
43. Thence North 05°38'41" West a distance of 195.19 feet to a point;
44. Thence North 08°45'14" West a distance of 274.49 feet to a point;
45. Thence North 20°41'05" East a distance of 88.78 feet to a point in the boundary line of YMCA Lease Area A-Camp Piomingo.

STATE OF KENTUCKY
EDWARD [illegible]
2283
LICENSED PROFESSIONAL
LAND SURVEYOR

11-28-11

--APPENDIX C--

YMCA Lease Area B - Camp Piomingo Rock Quarry

The herein described lands are located in Meade County, Kentucky, situated south of the Ohio River, west of Otter Creek and the Fort Knox Military Reservation, north of KY 1638, and east and north of KY 1238 (Rock Ridge- Rock Haven Road).

The herein described property is the result of an actual field survey performed by GRW Engineers, Inc./GRW Aerial Surveys, Inc. on September 11, 2011, for the Commonwealth of Kentucky, Finance and Administration Cabinet, Department of Facilities and Support Services and the Department of Fish and Wildlife Resources, Titled as "RFP-430, Otter Creek Park – Survey", Document ID Number "PON2 785 1100001420 1".

All set property corners described herein are 5/8-inch steel rebar 18-inches in length with a yellow plastic cap stamped "E. Rinehart KY-LS-2283" set at ground level and witnessed by a metal T-bar fence post.

SEE THE ACCOMPANYING PLAT SET FOR LOCATION DETAILS IDENTIFIED IN THE FOLLOWING DESCRIPTION.

Beginning at a set rebar and cap, having Kentucky One Zone Coordinates with a Project Datum Factor of 1.00012059 of N: 3,870,077.41; E: 4,833,311.44, located in the east 30-foot River Road right-of-way at the northern end of the YMCA Lease Area B Access Easement, being an old rock quarry site;

Thence with the old rock quarry site for six (6) calls:

1. South 71°29'29" East a distance of 85.67 feet to a set rebar and cap;
2. Thence South 35°08'45" Eat a distance of 84.40 feet to a set rebar and cap;
3. Thence South 04°35'53" West a distance of 111.63 feet to a set rebar and cap;
4. Thence South 47°07'14" West a distance of 78.40 feet to a set rebar and cap;
5. Thence North 84°11'23" West, a distance of 24.52 feet to a set rebar and cap;
6. North 58°03'04" West a distance of 39.24 feet to a set rebar and cap located in the east 30-foot River Road right-of-way;;

Thence with the east 30-foot River Road right-of-way for two (2) calls:

1. A curve turning to the right with a arc length of 126.90 feet, with a radius of 132.74 feet, a chord bearing of North 22°32'33" West, and a chord length of 122.12 feet to a set rebar and cap;
2. Thence North 18°13'14" West a distance of 131.38 feet to a set rebar and cap, the True Point of Beginning, containing 32,442.8 square feet or 0.745 acres.

Being a portion of the property acquired by the City of Louisville by Deed dated October 30, 1939, as recorded in Deed Book 69, Page 537, in the Office of the Clerk of Meade County, Kentucky.

STATE OF KENTUCKY
EDWARD M. RINEHART JR.
2283
LICENSED PROFESSIONAL
LAND SURVEYOR

11-28-11

--APPENDIX D--

YMCA Lease Area B - Camp Piomingo Rock Quarry Access Way

The herein described access easement being 30-feet in width, 15-feet each side of centerline, the centerline defined as follows:

Beginning at a point in the centerline of Otter Creek Outdoor Recreation Area Road (formerly KY 3241, released in DB 310, PG 67) at the northern end point to YMCA Lease Area A-Camp Piomingo, having Kentucky One Zone Coordinates with a Project Datum Factor of 1.00012059 of N: 3,860,909.72; E 4,838,749.48;

Thence with the centerline of the existing paved Otter Creek Outdoor Recreation Area River Road for twenty-six (26) calls:

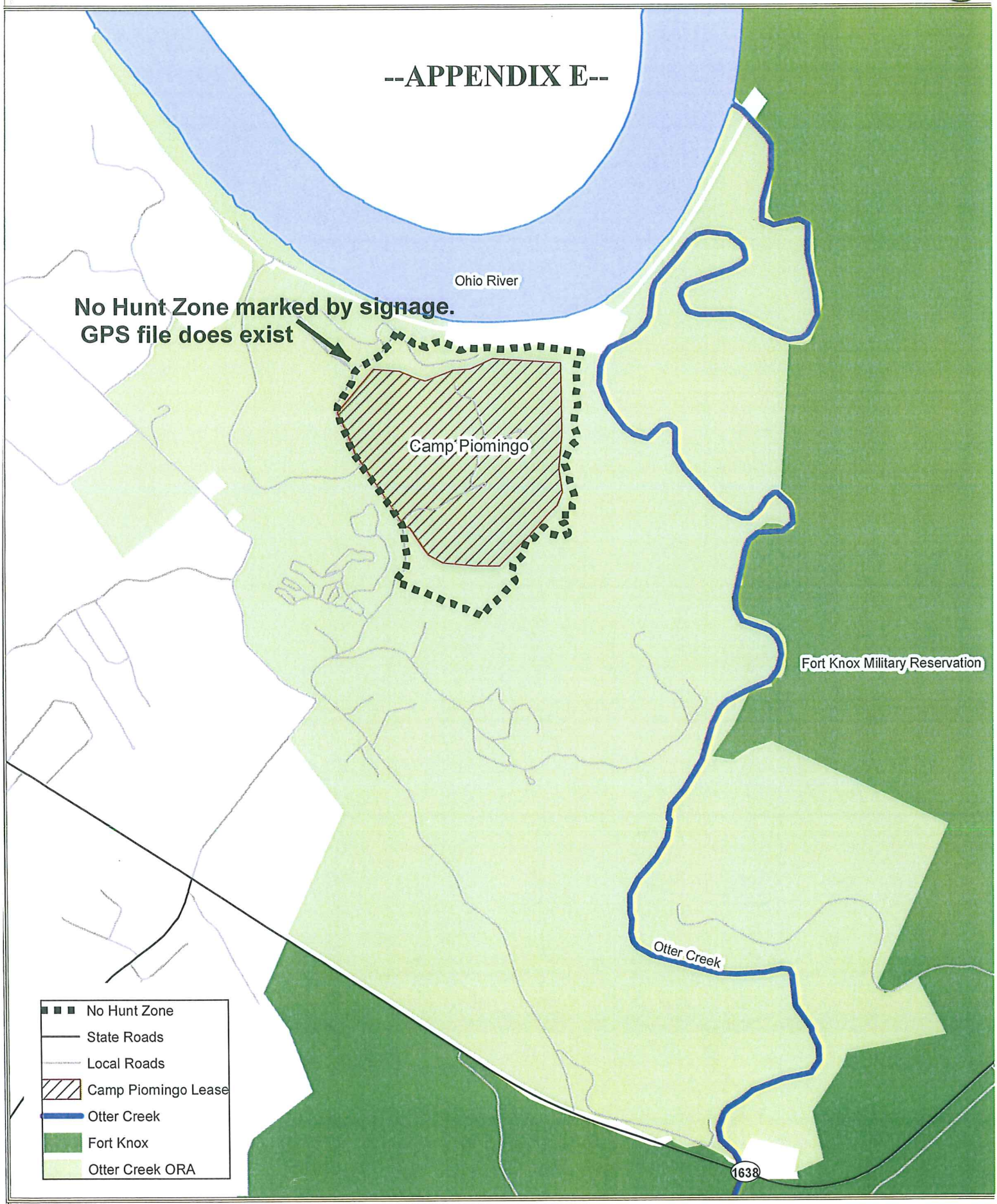
1. A curve turning to the left with an arc length of 95.65 feet, with a radius of 302.00 feet, with a chord bearing of North 23 Degrees 19 Minutes 00 Seconds West, with a chord length of 95.25 feet, to a point;
2. Thence North 31 Degrees 37 Minutes 54 Seconds West a distance of 142.62 feet, to a point;
3. Thence North 34 Degrees 39 Minutes 25 Seconds West a distance of 266.77 feet, to a point;
4. Thence North 35 Degrees 36 Minutes 27 Seconds West a distance of 312.78 feet, to a point;
5. Thence North 35 Degrees 56 Minutes 08 Seconds West a distance of 158.18 feet, to a point;
6. Thence North 34 Degrees 39 Minutes 50 Seconds West a distance of 75.45 feet, to a point;
7. Thence South 48 Degrees 40 Minutes 19 Seconds West a distance of 166.79 feet, to a point;
8. Thence South 51 Degrees 32 Minutes 46 Seconds West a distance of 45.57 feet, to a point;
9. Thence with a curve turning to the right with an arc length of 79.75 feet, with a radius of 191.32 feet, with a chord bearing of South 66 Degrees 42 Minutes 32 Seconds West, with a chord length of 79.18 feet, to a point;
10. Thence South 79 Degrees 53 Minutes 58 Seconds West a distance of 25.14 feet, to a point;
11. Thence South 83 Degrees 57 Minutes 44 Seconds West a distance of 108.32 feet, to a point;
12. Thence with a curve turning to the right with an arc length of 78.44 feet, with a radius of 348.70 feet, with a chord bearing of South 89 Degrees 34 Minutes 43 Seconds West, with a chord length of 78.27 feet, to a point;
13. Thence North 77 Degrees 47 Minutes 43 Seconds West a distance of 49.74 feet, to a point;
14. Thence with a curve turning to the left with an arc length of 106.79 feet, with a radius of 380.13 feet, with a chord bearing of North 80 Degrees 48 Minutes 41 Seconds West, with a chord length of 106.44 feet, to a point;
15. Thence South 88 Degrees 36 Minutes 52 Seconds West a distance of 51.40 feet, to a point;
16. Thence South 87 Degrees 39 Minutes 14 Seconds West a distance of 318.46 feet, to a point;
17. Thence with a curve turning to the left with an arc length of 79.31 feet, with a radius of 199.78 feet, with a chord bearing of South 79 Degrees 34 Minutes 22 Seconds West, with a chord length of 78.79 feet, to a point;
18. Thence South 61 Degrees 29 Minutes 00 Seconds West a distance of 185.71 feet, to a point;
19. Thence with a curve turning to the right with an arc length of 118.48 feet, with a radius of 351.54 feet, with a chord bearing of South 66 Degrees 07 Minutes 53 Seconds West, with a chord length of 117.92 feet, to a point;

20. Thence with a compound curve turning to the right with an arc length of 294.69 feet, with a radius of 208.71 feet, with a chord bearing of North 61 Degrees 19 Minutes 10 Seconds West, with a chord length of 270.81 feet, to a point;
21. Thence with a reverse curve turning to the left with an arc length of 115.93 feet, with a radius of 259.73 feet, with a chord bearing of North 31 Degrees 04 Minutes 05 Seconds West, with a chord length of 114.97 feet, to a point;
22. Thence with a reverse curve turning to the right with an arc length of 91.52 feet, with a radius of 159.61 feet, with a chord bearing of North 34 Degrees 02 Minutes 35 Seconds West, with a chord length of 90.27 feet, to a point;
23. Thence with a reverse curve turning to the left with an arc length of 251.84 feet, with a radius of 507.91 feet, with a chord bearing of North 27 Degrees 36 Minutes 27 Seconds West, with a chord length of 249.27 feet, to a point;
24. Thence North 46 Degrees 26 Minutes 15 Seconds West a distance of 92.46 feet, to a point;
25. Thence with a curve turning to the right with an arc length of 142.58 feet, with a radius of 147.73 feet, with a chord bearing of North 22 Degrees 06 Minutes 05 Seconds West, with a chord length of 137.11 feet, to a point;
26. Thence North 18 Degrees 13 Minutes 14 Seconds East a distance of 133.09 feet, to a point;

STATE OF KENTUCKY
L. EDWARD BRACHART, JR.
2283
LICENSED PROFESSIONAL
LAND SURVEYOR

L. Edward Brachart
11/28/11

Otter Creek Outdoor Recreation Area and YMCA Camp Piomingo



0 0.1 0.2 0.3 0.4 Miles

1:21,000

Keith Wethington
8/19/2013
R:\WMAs\OtterCreek_ORA\Otter Creek ORA_new\Camp_Piomingo_lease.mxd

Filed: 05/15/2014 03:35:14 PM
KATRINA FITZGERALD, County Clerk
MEADE County, KY