

RESOLUTION NO. 47, SERIES 2026

A RESOLUTION AUTHORIZING A LEASE AGREEMENT FOR LICENSING A PARCEL OF REAL PROPERTY LOCATED AT 309 EAST BURNETT AVENUE (PARCEL ID: 032H-0103-0000) PURSUANT TO THE LANDBANK DISPOSITION PROGRAM POLICIES FOR “GROW IN YOUR NEIGHBORHOOD”.

WHEREAS, The Louisville and Jefferson County Landbank Authority, Inc. (the “Authority”) owns the vacant parcel of real property located at 309 East Burnett Avenue (Tax Parcel ID: 08-032H-0103-0000), (the “Property”); and

WHEREAS, the Authority desires to issue a lease for the Property to Anthony R. Sermersheim and Shannon A. Sermersheim, as the Lessees (“Lessees”) for use solely as a community garden for the benefit of the public and the citizens living in the surrounding neighborhood; and

WHEREAS, the lease will run for a minimum term of three (3) years, beginning August 11, 2026 and ending December 31, 2029, pursuant to the provisions of the Authority’s disposition program known as “Grow In Your Neighborhood”;

WHEREAS, the Authority has no objection to the proposed use of the Property, provided that any agreement with the Lessee regarding the Property recognizes that the Property may become part of some Authority project in the future which may require the agreement to be terminated; and

WHEREAS, the Authority wishes to authorize its Chairperson to enter into such an agreement.

**NOW, THEREFORE, BE IT RESOLVED BY THE BOARD MEMBERS OF THE
LOUISVILLE AND JEFFERSON COUNTY LANDBANK AUTHORITY, INC.,**

SECTION 1. That the Board Members of the Louisville and Jefferson County Landbank Authority, Inc., hereby authorize the lease of the following described real property (the “Property”):

BLOCK	LOT	SUBLOT	STREET ADDRESS	LEASE FEE
032H	0103	0000	309 East Burnett Avenue	\$1.00

SECTION 2. That the Chairperson of the Louisville and Jefferson County Landbank Authority, Inc., or her designee, hereby authorizes the issuance of a Lease Agreement to Lessees for the lease of the Property, substantially in form and substance as the draft Lease Agreement attached hereto as “Attachment A”.

SECTION 3. That this Resolution shall become effective upon its passage and approval.

APPROVED BY: _____ DATE APPROVED: _____

**Jamesetta Ferguson
Chairperson and President
Louisville and Jefferson County
Landbank Authority, Inc.**

APPROVED AS TO FORM:

**Anne P. Scholtz
Counsel for Louisville and Jefferson County Landbank Authority, Inc.
First Trust Centre
200 South Fifth Street, Suite 300N
Louisville, KY 40202
(502) 574-3348**

ATTACHMENT A

LEASE AGREEMENT

This Agreement made and entered into this ____ day of _____, 2026, by and between the **LOUISVILLE AND JEFFERSON COUNTY LANDBANK AUTHORITY, INC.**, a public body corporate and politic, hereafter referred to as “the **Landbank**”, whose address is 444 South Fifth Street, Suite 500, Louisville, Kentucky 40202, and Anthony R. Sermersheim and Shannon A. Sermersheim, hereafter referred to as “**Lessees**”, whose address is 1020 Dresden Avenue, Louisville, Kentucky 40215-2759.

RECITALS

WHEREAS, Landbank holds fee simple title to the property located at 309 East Burnett Avenue, Louisville, Kentucky 40208 (Tax Parcel ID: 08-032H-0103-0000), which property is hereafter referred to as the “Premises” and is more particularly described on Exhibit A attached hereto and made a part hereof; and

WHEREAS, Lessees desire to develop, operate and use the Premises for a community garden for the benefit of the public and the citizens living in the surrounding neighborhood; and

WHEREAS, Landbank is willing to grant Lessees a lease for the remainder of 2026 and for calendar years 2027, 2028, and 2029 to have the exclusive use and possession of the Premises for developing and operating a community garden upon the terms and conditions in this Agreement;

Now, therefore, in consideration of the Recitals and the mutual promises contained in this Agreement, the parties hereto agree as follows:

1. **RECITALS.** The Recitals are hereby made a part of this Agreement.
2. **TERM.** The initial term of this Agreement shall be for the balance of calendar year 2026 beginning on August 11, 2026, and terminating on December 31, 2029, and shall continue thereafter for successive terms of one (1) year each, up to a maximum of three (3) additional terms unless sooner terminated pursuant to the terms of this Agreement. Each annual successive term shall be automatically extended for another year subject to either party’s right at any time to elect to terminate this Agreement for any reason whatsoever, with or without cause, by giving the other party thirty days (30) days written notice in accordance with Paragraph 20 of this Agreement.
3. **FEE.** Lessees shall pay One Dollar (**\$1.00**) per year as a lease fee for the use of the Premises pending the annual renewal of this Agreement.

4. **AS IS.** Lessees shall be solely responsible for all site preparation necessary to make the Premises usable for the purposes permitted by this Agreement. Lessees accept the Premises AS IS WITH ALL FAULTS.

5. **USE.** Lessees shall use the Premises solely for the purpose of developing and operating a community garden for the benefit of the public per the program requirements of the Grow In Your Neighborhood program of the Landbank, which can be found in Exhibit B below and are hereby incorporated herein.

6. **MAINTENANCE.** Lessees, at its sole expense, shall maintain the Premises in good order and condition and state of repair and shall keep the Premises as described in Exhibit A and surrounding property, including public streets and sidewalks which provide ingress and egress to the Premises, free of debris and litter at all times during the term of this Agreement. Lessees agree that any maintenance work it does on the subject property under this Agreement shall be done in such a manner as to promote and preserve public safety and welfare and with a minimum of disruption and interference with the free flow of vehicular and/or pedestrian traffic over public rights of ways adjacent to the Premises.

7. **SAFE CONDUCT.** At all times during the term of this Agreement, Lessees shall conduct operations on the Premises in a safe, prudent, orderly, lawful, and business-like manner in full compliance with all laws, ordinances and regulations which may be applicable to the Premises or Lessees' use thereof. Further, Lessees shall not commit or suffer waste upon the Premises or allow any part thereof to become a nuisance.

8. **UTILITIES.** Lessees shall provide at its sole expense, any utility service hookups and their installation by the appropriate licensed contractors.

9. **PERMITS.** Lessees shall obtain and be solely responsible for obtaining all required permits and licenses necessary for its operation of the community garden at the Premises from the appropriate governmental authorities.

10. **RETURN TO ORIGINAL CONDITION.** Lessees, prior to the end of the term of the Agreement, shall return the Premises to its original condition, to the satisfaction of the Landbank.

11. **RESPONSIBILITY FOR EMPLOYEES/SUBCONTRACTORS.** Lessees shall at all times be responsible for the actions of its employees, contractors, subcontractors, sub-Lessees or other persons using any portion of the Premises with the approval or authority of Lessees and Lessees shall insure that all such persons adhere to the requirements of this Agreement.

12. **ALTERATIONS AND IMPROVEMENTS.** Lessees shall, at its expense, keep in good order, condition, and state of repair the above-mentioned Premises during the period of this Agreement. Lessees shall make no permanent improvements to the Premises without the prior written approval of the Landbank. The parties agree that the Landbank may waive the

performance of any items, conditions, and covenants herein, provided that such waiver shall not be construed or deemed a continuing waiver of the same or any subsequent conduct which may constitute a default of any provision. Any amendments or modifications to this Agreement must be in writing and signed by both parties.

13. **SEVERABILITY.** If any provision of this Agreement shall be declared invalid or unenforceable, the remainder of this Agreement shall continue in full force and effect.

14. **SUCCESSORS AND ASSIGNS.** The covenants, conditions, warranties, and agreements made and entered into by the parties hereto are declared binding on and shall inure to the benefits of their respective successors and assigns.

15. **INSURANCE AND INDEMNIFICATION.** Lessees shall provide the Landbank and/or Louisville/Jefferson County Metro Government with Insurance coverage in accordance with Exhibit C attached hereto and made a part hereof.

16. **BREACH.** If, through any cause, Lessees shall fail to fulfill its obligations under this Agreement, or, if it shall violate any of the covenants, terms or conditions herein, and if such failure or violations should continue for a period of thirty (30) days after written notice of such is given by the Landbank to Lessees, the Landbank shall thereupon have the right to terminate this Agreement and specify the effective date thereof. Upon such termination, Lessees shall not be entitled to any compensation from Landbank, including but not limited to, replacement value or fair market value of any improvements placed on the Premises.

17. **NOTICE.** All notices provided for in this Agreement shall be sent to the following addresses:

IF TO THE LANDBANK:

LOUISVILLE AND JEFFERSON COUNTY LANDBANK AUTHORITY, INC.
444 South Fifth Street, 5th Floor
Louisville, Kentucky 40202
Attention: Executive Administrator
Email Address: tia.bowman@louisvilleky.gov

IF TO LESSEES:

ANTHONY R. SERMERSHEIM
SHANNON A. SERMERSHEIM
1020 Dresden Avenue
Louisville, Kentucky 40215-2759
Email Address: tonysermersheim@gmail.com

18. **TIME OF THE ESSENCE.** Time shall be of the essence with respect to the duties and obligations imposed on the parties hereto. With respect to any duty or obligation imposed upon a party to this Agreement, unless a time limit is specified for the performance of such duty or obligation, it shall be the duty or obligation of such party to commence and perform the same in a diligent manner and to complete the performance of such duty or obligation as soon as reasonably practicable after commencement of performance thereof.

19. **NON-ASSIGNMENT.** This Agreement does not convey a permanent interest in the Premises or lands and does not run with the land. Accordingly, Lessees shall not transfer or assign any right or interest in the Agreement. Any attempt to assign or transfer the Agreement shall be considered a substantial breach and shall render the Agreement a nullity.

20. **NO EMPLOYER RELATIONSHIP.** It is expressly understood that no employer/employee relationship is created by this Agreement, nor does it cause Lessees to be an agent, partner, joint-venturer, officer or official of the Landbank. By executing this Agreement, the parties hereto certify that its performance will not constitute or establish a violation of any statutory or common law principle pertaining to conflict of interest, nor will it cause unlawful benefit or gain to be derived by either party.

21. **COMPLIANCE WITH APPLICABLE LAW.** Lessees agree to comply with all statutes, rules, and regulations governing safe and healthful working conditions, including the Occupational Health and Safety Act of 1970, 29 U.S.C. 650 *et. seq.*, as amended, and KRS Chapter 338. Lessees also agree to notify the Landbank in writing immediately upon detection of any unsafe and/or unhealthful working conditions detected at any Landbank-owned Premises where Lessees perform work under this Agreement.

22. **PREMISES FREE FROM LIENS.** Lessees shall keep the Premises free from any liens or claims of lien arising out of work performed, materials furnished, or obligations incurred by, for or at the instance of Lessees. In the event that any liens are filed arising out of work performed, materials furnished or obligations incurred by, for or at the insistence of Lessees and Lessees fail to bond, pay or otherwise extinguish such liens within thirty (30) days after the Landbank notifies Lessees of the existence thereof, Landbank may, without waiver of any other rights or remedies, bond, pay or otherwise extinguish such liens and any expenses incurred by the Landbank in connection therewith and shall be reimbursed by Lessees upon demand as additional rent hereunder.

23. **AUTHORITY TO CONTRACT.** Each of the parties hereto covenant and warrant to the other that their respective entities have the full right, power, and authority to enter into this Agreement and that the person executing this Agreement on its behalf has been duly authorized by the party to sign and execute this Agreement on its behalf and the Agreement is a valid and binding obligation on the party and enforceable in accordance with its terms.

24. **GOVERNING LAW.** This Agreement shall be governed by and construed in accordance with the laws of the State of Kentucky. In the event of any proceedings regarding this Agreement, the parties agree that the venue shall be the state courts of Kentucky or the

U.S. District Court for the Western District of Kentucky, Louisville Division. All parties expressly consent to personal jurisdiction and venue in such Court for the limited and sole purpose of proceedings relating to this Agreement or any rights or obligations arising thereunder. Service of process may be accomplished by following the procedures prescribed by law.

25. **ENTIRE AGREEMENT.** This Agreement represents the entire understanding and agreement between the parties relating to the subject matter hereof and supersedes all prior negotiations and agreements relative thereto. The language in all parts of this Agreement shall in all cases be construed, as a whole, according to its fair meaning and not strictly for or against either the Landbank or Lessees.

WITNESS the agreement of the parties hereto by their signatures affixed hereon.

**LOUISVILLE AND JEFFERSON COUNTY
LANDBANK AUTHORITY, INC.**

By: _____
Jamesetta Ferguson
Chairperson and President

Date: _____

LESSEES

ANTHONY R. SERMERSHEIM

By: _____

Title: _____

Date: _____

SHANNON A. SERMERSHEIM

By: _____

Title: _____

Date: _____

APPROVED AS TO FORM:

**MICHAEL J. O'CONNELL
JEFFERSON COUNTY ATTORNEY**

By: _____

Anne P. Scholtz

Counsel for Louisville and Jefferson County Landbank Authority, Inc.

First Trust Centre

200 South Fifth Street, Suite 300N

Louisville, KY 40202

(502) 574-3348

Date: _____

EXHIBIT A

Street Address

309 East Burnett Avenue

PVA Tax Parcel No.

08-032H-0103-0000

BEGINNING in the North line of Burnett Avenue at a point 150.5 feet East of Floyd Street; thence Eastwardly along the north line of Burnett Avenue 18.5 feet and extending back Northwardly between lines parallel with Floyd Street 100 feet to an alley.

Being the same property acquired by the Louisville and Jefferson County Landbank Authority, Inc., by Master Commissioner's Deed dated October 15, 2025, of record in Deed Book 13210, Page 211, in the Office of the County Clerk of Jefferson County, Kentucky.

EXHIBIT B



D. Grow In Your Neighborhood (**Note:** Agricultural Programs are under review in partnership with the Jefferson County Extension Service. Recommendations for program changes are expected in the future.)

Program Name	Grow In Your Neighborhood
Program Goal	Provide opportunities for vacant land to be re-used for urban agriculture.
Intended Uses	Agricultural Use (i.e., community or market gardens)
Eligible Parcels	Vacant lots up to 7,000 square feet with no existing structures
Eligible Applicants	Individuals and organizations with the capacity to complete and maintain the proposed project for a minimum of 3 years.
Application Process	Applications will be reviewed in the order they are received. An Applicant's project plan will also be submitted to the UK Extension Office for its review and approval before the Landbank will approve the application.
Cost	A lot may be leased for \$1.00 per year pending annual renewal and sold for \$250.00 if Applicant/Lessee submits a request to purchase after 3 successful years of operation.
Type of Transaction	Lease with an option to purchase after 3 successful years of operation.
Restrictions	Use for vacant lot is limited to the proposed agricultural project submitted by the applicant. At its discretion, the Landbank can assert the Right of First Refusal for any parcel sold under this program.
Other Program-Specific Information	Applicant must provide a project plan that includes the following: • A project timeline • 3-year Operating budget • Proof of funds for the first 3 years of operating and maintenance costs • Show how water shall be available on site to maintain the agricultural project • Results of soil testing • A Community Notice Period for the proposed project • Proof of liability insurance, and • The posting of a sign that displays the name of the project, its operator, and contact information.
Monitoring	Projects will be regularly monitored from the date of lease throughout the completion of the proposed project. The lease will be reviewed annually for renewal. Monitoring will include on-site inspections and desk reviews.
Release of Deed Restrictions	Will be prepared once monitoring has ceased and property owner is in good standing

EXHIBIT C

HOLD HARMLESS AND INDEMNIFICATION CLAUSE AND INSURANCE REQUIREMENTS

I. HOLD HARMLESS AND INDEMNIFICATION CLAUSE

The Lessees shall indemnify, hold harmless, and defend the Louisville/Jefferson County Metro Government, its elected and appointed officials, employees, agents and successors in interest from all claims, damages, losses and expenses including attorneys' fees, arising out of or resulting, directly or indirectly, from the Lessees' (or Lessees' Contractors, if any) performance or breach of the contract provided that such claim, damage, loss, or expense is: (1) attributable to personal injury, bodily injury, sickness, death, or to injury to or destruction of property, including the loss of use resulting therefrom, or breach of contract, and (2) not caused by the negligent act or omission of the Louisville/Jefferson County Metro Government or its elected and appointed officials and employees acting within the scope of their employment. This Hold Harmless and Indemnification Clause shall in no way be limited by any financial responsibility or insurance requirements and shall survive the termination of this Agreement.

II. INSURANCE REQUIREMENTS

Prior to award of contract and commencing work, Lessees shall obtain at its own cost and expense the following types of insurance through insurance companies licensed in the Commonwealth of Kentucky. Insurance written by non-admitted carriers will also be considered acceptable, in accordance with Kentucky Insurance Law (KRS 304.10-040). Workers' Compensation written through qualified group self-insurance programs in accordance with Kentucky Revised Statutes (KRS 342.350) will also be acceptable. The Lessees shall not commence work under this Agreement until all insurance required under the Agreement has been obtained and until copies of policies or certificates thereof are submitted to **Louisville/Jefferson County Metro Government's Purchasing Division** and approved by the Louisville/Jefferson County Metro Government's Risk Management Division. The Lessees shall not allow any contractor to commence work until the insurance required of such contractor has been obtained and copies of Certificates of Insurance retained by Lessees evidencing proof of coverages.

Without limiting Lessees' indemnification requirements, it is agreed that Lessees shall maintain in force at all times during the performance of this agreement the following policy or policies of insurance covering its operations, and require contractors, if subcontracting is authorized, to procure and maintain these same policies until final acceptance of the work by the Louisville/Jefferson County Metro Government (Metro). Metro may require Lessees to supply proof of contractor's insurance via Certificates of Insurance, or at Metro's option, actual copies of policies.

- A. The following clause shall be added to the Lessees' (and approved contractors) Commercial General Liability Policies:

"The Louisville/Jefferson County Metro Government, along with its elected and appointed officials, employees, agents, successors, agencies, departments, affiliates, and assigns are included as and deemed an "Additional Insured" with respect to the operations of the Named Insured performed under this contract."

B. The insurance to be procured and maintained and minimum Limits of Liability shall be as follows, unless different limits are specified by addendum to the contract (and such minimum limits shall not limit access to the full amount of insurance available (whether through primary, excess or umbrella policies) on the Lessees or contractors' policy(ies), if that/those policy(ies) provide for Limits above the minimum):

1. **COMMERCIAL GENERAL LIABILITY:** via the Occurrence Form, primary and non-contributory, with a \$1,000,000 Combined Single Limit for any one Occurrence and \$2,000,000 aggregate for Bodily Injury, Personal Injury and Property Damage and Products/Completed Operations, including:
 - a. Premises - Operations Coverage
 - b. Products and Completed Operations
 - c. Contractual Liability
 - d. Broad Form Property Damage
 - e. Independent Contractors Protective Liability
 - f. Personal Injury
2. **WORKERS' COMPENSATION** (if applicable): insuring the employers' obligations under Kentucky Revised Statutes Chapter 342 at Statutory Limits, and **EMPLOYERS' LIABILITY** - \$100,000 Each Accident/\$500,000 Disease - Policy Limit/\$100,000 Disease - Each Employee.
3. **AUTOMOBILE LIABILITY:** insuring all Owned, Non-Owned and Hired Motor Vehicles. The minimum coverage Liability Limit is \$1,000,000 Combined Single Limit for any one accident. The Limit of Liability may be subject to increase according to any applicable State or Federal Transportation Regulations.

III. ACCEPTABILITY OF INSURERS: Insurance is to be placed with Insurance Companies with an A.M. Best Rating of no less than "A- VI", unless proper financial information relating to the Company is submitted to and approved by Metro Government's Risk Management Division.

IV. MISCELLANEOUS

- A. The Lessees shall procure and maintain insurance policies and shall furnish Certificates of Insurance upon the execution of the Agreement. The Certificates shall include the name and address of the person executing the Certificate of Insurance as well as the person's signature. If policies expire before the completion of the Agreement, renewal Certificates of Insurance shall be furnished to Metro Government at least fifteen (15) days prior to the expiration of any policy(s).
- B. Upon execution of the Agreement, Certificates of Insurance as required above shall be furnished to:

Louisville and Jefferson County Landbank Authority, Inc.
444 South Fifth Street, Suite 500
Louisville, Kentucky 40202

- C. Upon Renewal of insurance coverage (s), Certificates of Insurance evidencing renewal shall be furnished to:

Louisville and Jefferson County Landbank Authority, Inc.
444 South Fifth Street, Suite 500
Louisville, Kentucky 40202

- D. CANCELLATION OR MATERIAL CHANGE OF COVERAGE: Lessees shall notify Metro Government's Risk Management Division of any policy cancellation within two business days of its receipt of same. Upon any material change (changes that reduce/restrict limit or terms and conditions to your insurance coverage) in coverage as required above, Lessees shall notify Metro Government's Risk Management Division within two business days. If Lessees fail to notify Metro Government as required by this Agreement, Lessees agree that such failure shall be a breach of this Agreement. Metro Government reserves the right to require the insurance policy(s) required above to be specifically endorsed to provide notice of cancellation and/or material change of coverage in accordance with policy provisions. When requested by the Metro Government, a copy of the policy endorsement shall be provided to Metro Government's Risk Management Division.
- E. Approval of the insurance by Metro Government shall not in any way relieve or decrease the liability of the Lessees hereunder. It is expressly understood that Metro Government does not in any way represent that the specified Limits of Liability or coverage or policy forms are sufficient or adequate to protect the interest or liabilities of the Lessees.

All insurance requirements including performance and payment bonds shall be furnished the day an Agreement or contract issued pursuant to this Agreement is awarded.