

LEASE AGREEMENT

This Lease Agreement, made and entered into this 26th day of May, 2016, by and between the **LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT**, an urban county government of the Commonwealth of Kentucky, 200 East Main Street, Lexington, Kentucky 40507 ("Lessor") and **JAMES MULLINS** of 3601 Briar Hill Road, Lexington, Kentucky 40516 ("Lessee").

RECITALS

WHEREAS, Section 21-32(c) of the Code of Ordinances of the Lexington-Fayette Urban County Government provides that houses, apartments and other living quarters managed by the Division of Parks and Recreation may be rented to individuals in accordance with written criteria approved by the commissioner of the Department of General Services with rental arrangements subject to the review and approval of the senior advisor for management; and

WHEREAS, one of the houses to be rented is located at 3601 Briar Hill Road, Lexington, KY 40516; and

WHEREAS, the Lessor and the Lessee wish to enter into a lease agreement defining their rights and responsibilities relating to the use and occupancy of said rental property; and

WHEREAS, James Mullins is eligible to lease said property at 3601 Briar Hill Road, Lexington, Kentucky 40516;

NOW THEREFORE, in consideration of the promises exchanged herein, the parties agree as follows:

1. **Premises and Term:** The Lessor does hereby let, lease, and demise unto Lessee and Lessee does hereby lease from Lessor the house at 3601 Briar Hill Road, including approximately one (1) acre surrounding the house, in Lexington, Kentucky 40516 as living quarters (known as "Premises"). The term of the lease agreement shall be for one (1) year and two (2) months beginning May 1, 2016, and ending June 30, 2017. Lessee shall have the right to occupy and possess the Premises during this term or until the lease agreement is terminated as set out herein. Lessee shall use the Premises solely as a personal residence and for no other purpose, and shall be the only occupant unless there is written approval for each additional occupant from Lessor.

2. **Rent:** Lessee covenants and agrees that as consideration for the use and occupancy of the Premises, Lessee shall pay four hundred fifty dollars and no cents (\$450.00) per month, due to the Division of Parks and Recreation at 469 Parkway Drive, Rental Office, Lexington, Kentucky 40504 on the 1st day of each month commencing May 1, 2016.

3. **Condition of Premises:** Lessee has inspected the Premises and all improvements, facilities, and equipment thereon or has had an opportunity to do so and agrees to accept the same, as is, without any agreements, representations, understandings, or obligations on the part of the Lessor to perform any alterations, repairs, or improvements except as set out elsewhere in this lease agreement. Prior to occupancy, Lessee and Lessor shall sign a listing of the extent of then-existing damage that shall not be attributed to Lessee pursuant to paragraphs 2 and 4 herein.

Lessee shall keep the Premises in a neat and clean condition, inside and out, free from any accumulation of trash, garbage, waste, or debris. Lessee shall dispose of any accumulation of same in the manner required by the Code of Ordinances of Lexington-Fayette Urban County Government or other law. Lessee shall use no portion of the exterior areas for storage.

Lessee is responsible for grass and weed mowing and trimming, leaf removal, sidewalk shoveling, and related activities necessary to the reasonable upkeep of the Premises.

Lessee may have guests; however, noise levels shall not violate Sections 14-70 through 14-80 of the Code of Ordinances, Lexington-Fayette Urban County Government.

Pets shall be permitted at the discretion of the Division Director.

4. Repairs: Lessor, through the Division of Parks and Recreation, shall maintain the Premises in a fit and habitable condition, including without limitation: the roof, the foundation, and all electrical, plumbing, heating, ventilating, and air conditioning systems. All minor, day-to-day maintenance shall be the responsibility of the Lessee. Lessee shall promptly notify Lessor in the event that any repairs or replacements are required on the Premises for which the Lessor may be responsible under the terms of this lease agreement. Lessor shall repair or replace same in a timely manner as it deems necessary. Lessee shall indemnify Lessor and pay for any repairs, maintenance, or replacement to the Premises required in whole or in part as a result of Lessee's use of the Premises, ordinary wear and tear excepted.

Lessee shall be liable for any damage caused by Lessee's failure to keep the Premises in good condition and repair and for damage caused by Lessee's failure to promptly notify Lessor of necessary repairs and replacements as required herein. Lessee shall be liable for all damage caused or occasioned by the action or inaction of the Lessee, and for all damage arising from the action or inaction of the Lessee's guests and invitees.

Lessee may repair or replace items on the Premises that would normally be the responsibility of Lessor to repair or replace if prior written approval is obtained from the Director of the Division of Parks and Recreation.

5. Right of Access: Lessor and its authorized agents shall have the right at all reasonable times, upon two (2) days' notice to Lessee, to enter into and upon the Premises for the purpose of inspecting, maintaining, and repairing the Premises. Provided, however, that nothing herein shall prevent Lessor and its agents from entering the property at any time, with or without notice, in case of emergency.

6. Utilities: Lessee shall be responsible for all utility bills, fees, and penalties incurred by the Premises during the lease term. Lessee shall place all utility accounts in its name no later than the first day of the lease term and shall maintain all utility accounts in its name through the final day of the lease term. Lessee shall not install any equipment which would exceed or overload the capacity of any utility service provided to the Premises. If Lessee wishes to install any equipment that would cause the Premises to require additional utility capacity, it may do so at its own expense with written permission from Lessor.

7. Assignment and Subletting: Lessee shall not assign, mortgage, pledge, hypothecate, encumber, or permit any lien to attach to the Premises, or otherwise transfer this lease agreement or any interest hereunder, by operation of law or otherwise. Lessee shall not sublet the Premises or any part thereof or permit the use of the Premises by any person(s) other than Lessee.

8. Destruction of Premises: Should the Premises be destroyed or damaged by fire, tornado, or other casualty, Lessor may immediately cancel this lease agreement or make repairs and restoration, in its discretion.

9. Eminent Domain: In the event the Premises or any portion thereof shall at any time after the execution of this lease agreement be taken for public or quasi-public use or condemned under eminent domain, Lessee shall not be entitled to claim or have paid any compensation or damages whatsoever or on account of any loss, entry, damage, or taking of any right, interest, or estate of the Lessee, and Lessee hereby relinquishes to Lessor any rights to any such damages. Lessor shall be entitled to all compensation and damages due on account of and arising out of any taking or condemnation without deduction from the amount thereof for or on account of any right, title, interest, or estate of Lessee in or to said Premises. Should all of the Premises be taken by eminent domain, then this lease agreement shall immediately terminate and Lessee shall be entitled to no damages or any consideration by reason of such taking.

10. Personal Property: All personal property that may be upon the Premises during the term of this lease agreement shall be kept at the sole risk and responsibility

of Lessee. It is recommended that Lessee maintain a policy of insurance to cover loss or damage to personal property during the entire period of occupancy. Any coverage shall fully waive rights of subrogation against Lessor.

11. Insurance: Lessee shall indemnify, save, and hold harmless Lessor from and against all claims and losses that occur on the premises. Lessee further agrees to carry and pay for Renter's Liability Insurance in the amount of \$500,000.00, Combined Single Limits, including fire legal liability, with an insurance company authorized to do business in the Commonwealth of Kentucky, with a rating classification of no less than Excellent (A or A-) and a financial size category of no less than VIII, as defined by the most current Best's Key Rating Guide. The policy shall name the Lexington-Fayette Urban County Government as an additional insured and shall be primary to any applicable insurance of Lessor. The insurance coverage shall fully waive rights of subrogation against Lessor. The certificate of insurance shall be provided to the Department of Law – Claims Management of the Lexington-Fayette Urban County Government at 200 East Main Street, 6th Floor, Lexington, Kentucky 40507.

12. Termination: The Lessor, through the Director of the Division of Parks and Recreation, may terminate the lease agreement and any right of possession, for any reason or no reason, upon thirty (30) days written notice. Lessor, through the Director of the Division of Parks and Recreation, may immediately terminate the lease agreement and any right of possession upon forty-eight (48) hours written notice if it determines that Lessee has conducted or is conducting any illegal activity on or about

the Premises, or that Lessee has inflicted or is inflicting intentional damage on the Premises.

13. Return of Possession: At the termination of this lease agreement or Lessee's right of possession, Lessee shall surrender possession of the Premises in the same condition as when received, ordinary wear and tear excluded, and shall surrender all keys to Lessor, advise Lessor as to the combination of any locks remaining in the Premises, and remove all personal property from the Premises. If Lessee fails to remove any items from the Premises as required hereunder, such items shall become the property of Lessor as if conveyed by bill of sale without payment by Lessor or, should Lessor decide to reject ownership of such items, may be removed from the premises at Lessee's expense, payable upon demand, and be stored or disposed of in Lessor's absolute discretion. Lessor shall have no duty to preserve, protect, guard, or keep such personal property.

14. Amendments: No amendment to this lease agreement shall be binding upon either party until such amendment is reduced to writing and executed by both parties.

15. Severability: If any clause, provision, or section of this lease agreement is ruled invalid or unenforceable by any court of competent jurisdiction, the invalidity or unenforceability of such clause, provision, or section shall not affect any of the remaining clauses, provisions, or sections hereof.

16. Notices: The agent of Lessor, for purposes of this lease agreement, shall be the Director of the Division of Parks and Recreation, whose offices are located

at 469 Parkway Drive, Lexington, Kentucky 40504. All notices or consent required to be given by or on behalf of either party shall be in writing and shall be sufficiently given, and shall be deemed given when delivered by certified mail, postage prepaid, return receipt requested, to Lessor at the address set out in this paragraph and to Lessee at the address first set out herein.

17. Waiver: No waiver of any condition or legal right or remedy shall be implied by failure of Lessor to declare a default and no waiver shall be valid unless it be in writing and signed by the party so waiving.

IN WITNESS WHEREOF, the parties hereto have caused this lease agreement to be executed as of the date first above written.

LESSOR:

LEXINGTON-FAYETTE URBAN
COUNTY GOVERNMENT

BY: 
JIM GRAY, MAYOR

DATE: 26-May-2016

LESSEE:

SIGNATURE: 

NAME: James Mollins

DATE: 4-11-16

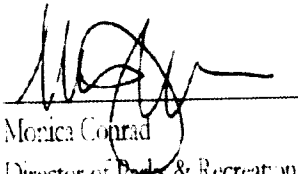
MAYOR JIM GRAY



LEXINGTON

GEOFFREY REED
COMMISSIONER
GENERAL SERVICES

TO: Mayor Jim Gray
Sally Hamilton, CAO
Urban County Council

FROM: 
Morica Coprad
Director of Parks & Recreation

DATE: 05 April 2016

SUBJECT: Request Council authorization to enter into a residential lease agreement.

Request:

Council authorization to enter into a lease agreement with James Millins for use of approximately 3,172 square feet of residential area and approximately one (1) acre of land identified as 3601 Briar Hill Road in Lexington, Kentucky.

Why are you requesting?

Tenant is essential to Parks & Recreation operations and the premises shall be used for residential use and no other purpose.

What is the cost in this budget year and future budget years?

The cost for this FY is: \$900,000 (Revenue)
The cost for future FY is: \$5,400,000 (Revenue)

Are the funds budgeted? Yes

The funds are budgeted or a budget amendment is in process: Yes

Account number: 1101-011001-0001-42181 (Revenue)

File Number: 0574-16

Director/Commissioner: Geoff Reed, Commissioner of General Services