RESIDENTIAL LEASE AGREEMENT

This Residential Lease Agreement (the "Lease Agreement"), made and entered into this 1st day of October, 2026, 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 **VERNON TODD WADE** of **3990 RAVEN RUN WAY** ("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 Chief Administrative Officer; and

WHEREAS, one of the houses to be rented is located at **3990 RAVEN RUN WAY**; and

WHEREAS, Lessee is eligible to lease said rental property; and

WHEREAS, the Lessor and the Lessee wish to enter into this Lease Agreement defining their rights and responsibilities relating to the use and occupancy of said rental property, which is conditional upon Lessee's employment with the Division of Parks and Recreation in and about the rental property.

NOW THEREFORE, in consideration of the mutual agreements and covenants set forth below, the payment of rent in the amount specified below, and the further consideration hereinafter provided, the parties hereto agree as follows:

1. **Premises:** The Lessor does hereby let, lease and demise unto Lessee, and Lessee does hereby lease from Lessor, the house at **3990 RAVEN RUN WAY**, including the land immediately surrounding the house, as living quarters (the "Premises").

2. **Term:** The term of the Lease Agreement will begin on **October 1, 2026**, and end on **July 31, 2027** (the "Term"). This Lease Agreement shall not automatically renew or convert to a month-to-month tenancy. Either party may terminate this Lease Agreement upon thirty (30) days prior written notice to the other party. Upon expiration or termination of this Lease Agreement, Lessee shall surrender possession as set out in paragraph 17 herein.

3. **Monthly Rent:** In accordance with the "Rent Schedule" set forth in Addendum A, which is attached hereto and incorporated by reference herein, Lessee shall pay **$649.00** per month (the "Monthly Rent"), payable on or before the first day of each month (the "Due Date") during the Term of this Lease Agreement. Lessee shall pay

the Monthly Rent to the Division of Parks and Recreation at 469 Parkway Drive, Rental Office, Lexington, Kentucky 40504 on or before the 1st day of each month commencing **October 1, 2026**. Lessor shall consider the Monthly Rent received by mail after the due date as timely paid as long as it is post-marked by the Due Date.

4. **Possession:** Lessor shall be ready to deliver possession of the Premises to Lessee on the first day of the Term. If Lessor is unable to deliver possession due to circumstances beyond its control, Lessor shall have ten (10) days to remedy the situation and put Lessee into possession. If Lessor fails to do so, Lessee may immediately terminate this Lease Agreement.

5. **Use of Premises:** 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. Lessee shall not use the Premises or permit any guests or invitees to use the Premises for any unlawful activities or to unreasonably interfere with the use and/or peaceful enjoyment of the land surrounding the Premises.

In the event Lessee will be absent from the Premises for more than seven (7) days, Lessee shall notify Lessor. During such absence, Lessor may enter the Premises to inspect, maintain, or repair the property, or in case of emergency or as provided by law.

6. **Utilities:** Lessor is responsible for all utility bills, fees, and penalties incurred by the Premises during the Term. Lessee shall place all utility accounts in its name no later than the first day of the Term and shall maintain all utility accounts in its name through the final day of the Term, or until the Lease Agreement is terminated as set out herein. Lessee shall not install any equipment which will 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. **Maintenance and 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 paragraph 8 herein.

Lessee shall keep the Premises in a neat and clean condition, inside and out, ordinary wear and tear excepted, 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 shall not alter or permit any alteration of the Premises, including but not limited to paint, wallpaper, structural alterations or removals, and additions of fixtures (including satellite dish receivers or window air conditioners), without the prior written permission of the Division Director. This clause pertains to any alterations made inside and outside the Premises, including changes to the surrounding land.

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 in compliance with all laws, ordinances, and regulations applicable to them.

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.

Lessee is required to have the heat set at a minimum of 60 degrees at all times during the winter months, including travel or absence. This is to prevent pipes from freezing and breaking.

8. 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 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 and Lessor each agree to repair the Premises in in compliance with all laws, ordinances, and regulations applicable to them.

Lessor shall not 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.

9. 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, and as provided by law.

10. 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.

11. 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.

12. 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 such 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 be deemed terminated and Lessee shall be entitled to no damages or any consideration by reason of such taking.

13. Personal Property: All personal property that may be upon said 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.

14. 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 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 Human Resources – Risk Management, Safety and Loss Control of the Lexington-Fayette Urban County Government at 200 East Main Street, 10th Floor, Lexington, Kentucky 40507.

15. Default: In the event Lessee shall fail to comply with any provisions of this Lease Agreement, Lessor may terminate the lease pursuant to paragraph 16 herein and/or commence eviction proceeding in accordance with the laws of Kentucky. Lessor need not give Lessee any right to cure the default prior to such termination. Lessee shall surrender possession as set out in paragraph 17 herein.

16. Termination: The Lessor, through the Director of the Division of Parks and Recreation, may terminate the lease 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, 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.

17. Return of Possession: At the expiration or sooner 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 excepted, and shall peaceably 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.

Upon Lessee's failure to vacate the Premises, Lessor may take all steps necessary to remove Lessee and his property as provided by law, and Lessee shall acquire no additional rights nor extension of the Term by reason of such holding over. In addition to all remedies provided by law, Lessee shall pay a pro-rata sum as Monthly Rent and other actual damages suffered by Lessor.

Upon ten (10) days absence by Lessee with Monthly Rent unpaid or the removal of a substantial portion of Lessee's personal property without explanation or notice to Lessor shall be deemed an abandonment of the Premises by Lessee. In such event, Lessor may re-enter the Premises immediately, take all action necessary to remove remaining personal property and belongings of Lessee, and re-let the Premises, without notice and without responsibility for damages resulting therefrom.

18. Entire Agreement; Amendments: This Lease Agreement contains the entire agreement and understanding between the parties regarding the Premises and is subject to no agreements, conditions, or representations that are not set forth herein. No amendments to this Lease Agreement shall be binding upon either party hereto until such amendment is reduced to writing and executed by both parties.

19. 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.

20. 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 or mailed 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.

21. 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.

22. Jurisdiction and Venue: This Lease Agreement will be interpreted and enforced in accordance with the laws of Kentucky. All issues arising from this Lease Agreement shall be resolved in a court of competent jurisdiction in Fayette County, Kentucky.

[Signature page follows]

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: _____
LINDA GORTON, MAYOR

DATE: _____

LESSEE:

SIGNATURE: Todd Wade

NAME: Todd Wade

DATE: 9-15-26

ADDENDUM A

RENT SCHEDULE

Fiscal Year	Annual Rent	Monthly Rent	Monthly Utility Adiustment	Adjusted Monthly Rent
2027	$7,788.00	$509.00	$140.00	$649.00

A.1 Monthly Rent. Lessee is essential to Park operation. Lessee shall pay to Lessor as a portion of rent for the Premises the sum specified above in Monthly Rent column. If the lease term commences on a day other than the first day of a calendar month or expires on a day other than the last day of a calendar month, the base rent installment for such first or last month shall be prorated.

A.2 Utility Adjustment for unmetered services (if applicable). Lessee shall pay to Lessor as additional monthly rent the pro-rata portion as specified below for shared utility services that are not separately metered for the Premises.

Electricity:	($0.00)
Natural Gas:	($95.00)
Water:	($45.00)
TOTAL MONTHLY ADJUSTMENT:	**($140.00)**

A.3 Adjusted Monthly Rent. Lessee shall pay to Lessor as the total Adjusted Monthly Rent the sum as specified above in Monthly Rent column. If the lease term commences on a day other than the first day of a calendar month or expires on a day other than the last day of a calendar month, the total monthly rent shall be pro-rata adjusted in accordance.