

I purchased the property located at 1200 Fischer Ave 40204 on 1/27/2011 as an investment property. It was listed as a 7-plex (see past listings attached). The property was set up as (2) one bedroom basement units, a one and a two bedroom unit on the first floor, a one and two bedroom unit on the second floor, and an addition attached to main structure serving as another large one bedroom unit. One of the basement units contained the mechanicals for the main building as well as the central air thermostat and main water shut off for the property. I determined that I did not want to rent that basement unit and make it a storage and work area for myself to maintain property. I inherited a few tenants with the sale, and proceeded to renovate the vacant units. I continued filling apartment to full capacity rather quickly. In fall of 2012, I had a plumbing and drainage issue in the basement that caused me to have to end the lease in Apartment #6. After fixing the issue, basement unit #6 remained empty until 2016 when I allowed my handyman to complete some renovations in exchange for living in that unit. He also took care of the property when maintenance issues arose.

Earlier this year, 2022, I decided to sell that property to move my capital in a different investment direction. I listed the property and had many interested buyers. On May 26th of this year, I entered a contract for purchase. The contract was contingent on zoning verification and affirmation of 6 allowed units. At this time I went to the Metro Planning and Design office to get written verification. To my surprise, although zoned R6, the density for that property was only 3 units. I explained that I had been renting 5-6 units consistently since purchase. I was advised to complete a Nonconforming rights application which I did. Part of that process was to submit copies of city directory going back to 1971. I went to the Louisville Library to see what I could dig up. What a nightmare. Inconsistent info and address irregularities (listed as 1200 and 1202 Fischer) led me to discuss my other options with Amy Brooks at Metro. She advised that there was an appeal process and then I asked her to just deny my original application so that I could appeal to this board. Any and all assistance in this matter would be greatly appreciated so that I can complete my sale to the potential new owner. I know he has some fantastic plans for the property that will only go to bring value and affordable rentals to the neighborhood. I thank you for your consideration.

Kevin Medley

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JUL 13 2022
PLANNING &
DESIGN SERVICES

22-APPEAL-0006

AFTER RECORDING RETURN TO
 BORDERS & BORDERS, ATTORNEYS
 920 DUPONT ROAD
 LOUISVILLE, KY 40207

WARRANTY DEED

THIS DEED, made this the 27th day of January, 2011, by and between PBI Bank, Inc., a Kentucky Corporation, Party of the First Part whose mailing address is ~~2500 EASTPOINT PKWY. LOUISVILLE, KY 40223~~ and Kevin Medley, unmarried, Party of the Second Part, whose mailing address and in-care-of address, for tax purposes, is 1200 Fischer Avenue Louisville, Kentucky 40204;

WITNESSETH: That, for a valuable consideration in the amount of \$146,000.00, the receipt of which is hereby acknowledged, the Party of the First Part hereby convey unto the Party of the Second Part, in fee simple, with covenant of GENERAL WARRANTY, the following described property located in Jefferson County, Kentucky, to-wit:

BEGINNING at the southwest corner of Fischer Avenue and Rufer (formerly Struck) Avenue; running thence south along the west side of Fischer Avenue 52 feet and extending west of that width throughout, the north line of said lot binding on the south side of Rufer Avenue, 150 feet to an alley.

Being the same property conveyed to the Party of the First Part by Deed dated 12/01/2010, and recorded in Deed Book 9655, Page 906, in the office of the Clerk aforesaid.

Any spouse of the Party of the First Part, who is not an owner (i.e, not on the title to the property) is signing only for the purpose of releasing his or her Dower or Curtesy interest in the property and makes no warranties or representations to any Party of the Second Part.

The Party of the First Part further covenant lawful seizin of the estate hereby conveyed, with full power to convey the same, and that said estate is free of encumbrances except restrictions and easements of record, and State, County and School taxes due and payable in 2011 and all subsequent taxes which Party of the Second Part do hereby assume and agree to pay.

The Parties hereto state that the consideration reflected in this deed is the full consideration paid for the property. The Party of the Second Part join in this deed for the sole purpose of certifying the consideration pursuant to KRS Chapter 382.

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BY: Stacey L. Crowder _____
 PBI Bank, Inc. Kevin Medley
 As AVP

STATE OF KENTUCKY
 COUNTY OF Jefferson

I hereby certify that the foregoing deed and consideration certificate were acknowledged and sworn to before me this the 27th day of January, 2011, by Stacey L. Crowder as AVP. for PBI Bank, Inc., a Kentucky Corporation and Kevin Medley, unmarried, Parties thereto to be their act and deed.

M. M. Schell
 Notary Public Kentucky State at Large
 Print Name Anne Scholtz Heim
 My Commission Expires: 9.10.2014

This Instrument Prepared By:

M. M. Schell
 Borders & Borders, Attorneys
 920 Dupont Road
 Louisville, Kentucky 40207
 (502) 894-9200

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Document No.: DN2011013531
 Lodged By: BORDERS
 Recorded On: 01/28/2011 10:34:49
 Total Fees: 163.00
 Transfer Tax: 146.00
 County Clerk: BOBBIE HOLSCLAW-JEFF CO KY
 Deputy Clerk: KELTAR

END OF DOCUMENT

If one of the LOJIC Interactive Maps is not working properly, view these suggestions. X

Problems with LOJIC Online. Google how to clear browser data for your internet browser. X



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A GIS Partnership to Meet the Growing Needs of Louisville, KY



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22-APPEAL-0006



OFFICE OF PLANNING & DESIGN SERVICES
DEVELOP LOUISVILLE
LOUISVILLE, KENTUCKY

GREG FISCHER
MAYOR

YU "EMILY" LIU, AICP
DIRECTOR

July 5, 2022

Kevin Medley
1903 Cardinal Harbour Rd.
Prospect KY 40059

Re: 22-NONCONFORM-0016
1200 Fischer Ave
Louisville, KY 40204

This letter will serve notice that nonconforming rights for the use of six dwelling units have not been established for the property located at 1200 Fischer Ave. The subject property lies within the R-6 Residential Multi-Family zoning district which would allow 3 units based upon density calculations outlined by the Louisville Metro Land Development Code. This decision is based upon information provided in the application and Develop Louisville files dating back to 1971.

Staff did not receive or find adequate documentation substantiating the site as allowing 6 dwelling units in 1971 when the use would have become nonconforming. To recognize nonconforming rights, conclusive evidence showing the use's establishment and continuous existence since 1971 must be provided.

Staff's conclusion can be appealed to the Louisville Metro Board of Zoning Adjustment pursuant to Kentucky Revised Statutes, Section 100.257 within 30 days.

Sincerely,

Chris French
Planning & Design Supervisor

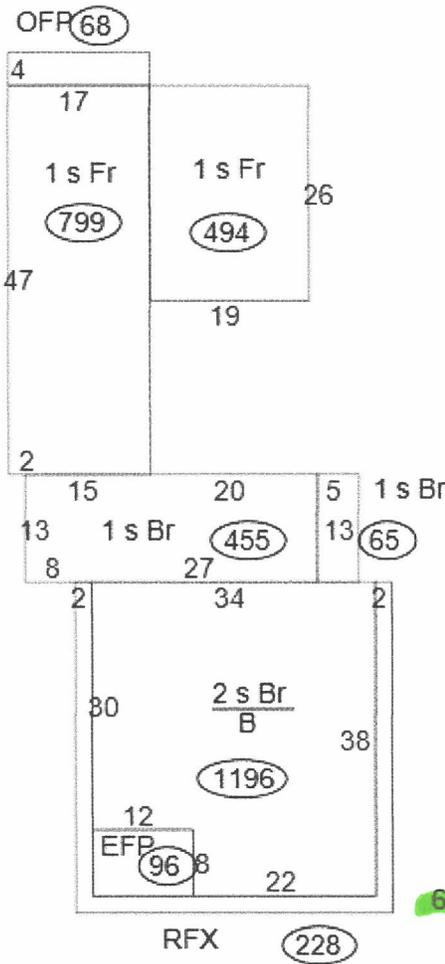
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www.louisvilleky.gov

METRO DEVELOPMENT CENTER | 444 S. FIFTH STREET, STE 300, LOUISVILLE, KENTUCKY 40202 | (502) 574-6230

22-APPEAL-0006



02 03
Wd Dk

1200 FISCHER

6 TOTAL UNITS, (2) 2BR /
(4) 1BR / 1BA

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PLANNING &
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22-APPEAL-M06

MultiFamily - Apartment



List Number: 1047224
Address: 1200 Fischer Ave, Louisville, KY 40204
Total Living Area: 5,950
Municipality: Louisville
Area: 02-Butchertwn/HghInds/Germantwn
Disclosure: Yes
City Tax: .3743
Deed Bk: 7295

Status: Cancelled
County: Jefferson
Pg #: 0411
Lot: 53

Listing Price: \$219,900
Lot Size Dimensions: 52X150
Age: 70
County Tax: .837
M Struct Flood Plain: No
Sub-Lot: 0000



Open House Info:
Directions: Barret to Ellison to Street

Nice 7 plex in Germantown. Great owner occupied unit in rear with garage and fenced in private yard.

Level	Tot	Rms	LR	BR	FB	PB	CL	DR	Kit	Ref	Rng	D/W	Lau	Strg	Rent
1st Level	3	8	3	5	3				3	3	3				1,470
2nd Level	2	5	2	3	2				2	2	2				950
3rd Level															
Basement			2	3	2				2	2	2				790
Total Units:	7														
			Term/Lease: 1 YR							Security Deposit: 200					

Construction: Brick
Lot Description: Sidewalk
Exterior: None
Heating: Forced Air
Utilities: City Sewer; City Water; Electricity Connected; Fuel:Natural
Roof: Asphalt
Basement Level: Living Room: 2; Bedrooms: 3; Full Baths: 2; Kitchen: 2; Refrigerator: 2; Range: 2; Rent: 790
Owner Pays: Electric; Gas; Water
Tenant Pays: Cable

	(Fin)	(UF)
AG		
BG		
NC		
Total	5,950	
SqftSrc:		

Separate Meters: No **# of Water Heaters:** 2 **# of Furnaces:** 3 **Covered Parking:** No **Covered Parking:** No

Information is deemed to be reliable, but is not guaranteed. © 2022 MLS and FBS. DMCA Notice Prepared by Kevin Medley on Friday, July 08, 2022 1:03 PM. The information on this sheet has been made available by the MLS and may not be the listing of the provider.

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PLANNING &
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22-APP01-0006

MultiFamily - Apartment



List Number: 1197344
Address: 1200 Fischer Ave, Louisville, KY 40204
Total Living Area: 3,711
Area: 02-Butchertwn/Hghlnds/Germantwn
Disclosure: Yes
City Tax: 0
Deed Bk: 8814

Status: Cancelled
County: Jefferson
Pg #: 0429
Lot: 0053

Listing Price: \$249,000
Above Grade Finished: 3,711
Lot Size Dimensions: 0
Age: 79
County Tax: .90
M Struct Flood Plain: No
Sub-Lot: 0000



Open House Info:
Directions: x

Nice 7 plex in Germantown. Garage is rented and included in 1st level. Well maintained building.

Level	Tot	Rms	LR	BR	FB	PB	CL	DR	Kit	Ref	Rng	D/W	Lau	Strg	Rent
1st Level	3	10	3	4	3			1	3	3	3	3			
2nd Level	2	7	2	3	2				2	2	2	2			
3rd Level															
Basement			2	2	2				2	2	2	2			
Total Units:	7														
															Term/Lease: 0
															Security Deposit: 0

Construction: Aluminum; Brick
Lot Description: Corner
Exterior: None
Heating: Forced Air
Cooling: Central Air; Wall/Window Unit(s)
Utilities: City Sewer; City Water; Electricity Connected; Fuel: Natural
Roof: Shingle
Basement Level: Living Room: 2; Bedrooms: 2; Full Baths: 2; Kitchen: 2; Refrigerator: 2; Range: 2; Dishwasher: 2
Owner Pays: Gas; Sewer; Water
Tenant Pays: Cable; Electric

	(Fin)	(UF)
AG	3,711	
BG	0	
NC	0	
Total	3,711	0
SqftSrc:	List Agent	

Separate Meters: No	# of Water Heaters: 2	# of Furnaces: 2	Covered Parking: No	Covered Parking: No	Sold As-Is: Yes
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 PLANNING &
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22-APPEAL-12116

MultiFamily - Apartment



List Number: 1077838
Address: 1200 Fischer Ave, Louisville, KY 40204
Total Living Area: 3,800
Municipality: Louisville
Area: 02-Butchertwn/HghInds/Germantwn
Disclosure: Yes
City Tax: .835
Deed Bk: 6954

Status: Closed
County: Jefferson
Pg #: 0312
Lot: 0053

Listing Price: \$290,000
Lot Size Dimensions: 52 X 150
Age: 75
County Tax: .132
M Struct Flood Plain: No
Sub-Lot: 0000



Open House Info:
Directions: Oak to Fischer

Garage is rented separately. Rent is included in 1st level Well maintained building in Germantown

Level	Tot	Rms	LR	BR	FB	PB	CL	DR	Kit	Ref	Rng	D/W	Lau	Strg	Rent
1st Level	3	10	3	4	3			1	3	3	3	3			1,720
2nd Level	2	7	2	3	2				2	2	2	2			1,045
3rd Level															
Basement			2	2	2				2	2	2	2			715
Total Units:	7														
			Term/Lease: 1 YEAR							Security Deposit: 1779					

Construction: Brk/Ven
Project Facilities: Pets Allowed
Lot Description: Corner
Exterior: None
Heating: Forced Air; Natural Gas
Cooling: Central Air; Wall/Window Unit(s)
Utilities: City Sewer; City Water; Electricity Connected; Fuel:Natural
Roof: Asphalt
Basement Level: Living Room: 2; Bedrooms: 2; Full Baths: 2; Kitchen: 2; Refrigerator: 2; Range: 2; Dishwasher: 2; Rent: 715
Owner Pays: Electric; Gas; Water
Tenant Pays: Cable

	(Fin)	(UF)
AG		
BG		
NC		
Total	3,800	
SqftSrc:		

Separate Meters: Yes **# of Water Heaters:** 2 **# of Furnaces:** 2 **Covered Parking:** No **Covered Parking:** No

Sold Price: \$275,000 **DUC:** 255
Sold Date: 12/02/2005
Sold Terms: Conventional
Contract Acceptance Date: 03/22/2005

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22-APPEAL-17106

KENTUCKY RESIDENTIAL LEASE AGREEMENT

This Residential Lease Agreement (hereinafter "Lease") is entered into this the 16th day of August, 2021, by and between the Lessor: Kevin Medley, (hereinafter referred to as "Landlord"), and the Lessee(s): Torre Harris. All Lessees (hereinafter referred to collectively as "Tenant"), are jointly, severally and individually bound by, and liable under, the terms and conditions of this Lease.

For the valuable consideration described below, the sufficiency of which is hereby acknowledged, Landlord and Tenant do hereby covenant, contract and agree as follows:

1. GRANT OF LEASE: Landlord does hereby lease unto Tenant, and Tenant does hereby rent from Landlord, solely for use as a personal residence, excluding all other uses, the personal residence located in Jefferson County, Kentucky, with address of:
1200 Fischer Ave. #1
Louisville, KY 40204
including the following items of personal property:

2. NATURE OF OCCUPANCY: As a special consideration and inducement for the granting of this Lease by the Landlord to the Tenant, the personal residence described above shall be used and occupied only by the members of the Tenant's family or others whose names and ages are set forth below:

3. TERM OF LEASE: This Lease shall commence on the 17th day of August, 2021, and extend until its expiration on the 18th day of August, 2022, unless renewed or extended pursuant to the terms herein.

4. SECURITY DEPOSIT: Upon execution of this Lease, Tenant shall deposit the sum of \$ 775 to be held by Landlord as a security deposit for reasonable cleaning of, and repair of damages to, the premises upon the expiration or termination of this Lease, or other reasonable damages resulting from a default by Tenant. Tenant shall be liable to Landlord for all damages to the leased premises upon the termination of this Lease, ordinary wear and tear excepted. Tenant is not entitled to interest on the security deposit. Tenant may not apply the security deposit to any rent due under this Lease. If Landlord sells or assigns the leased premises, Landlord shall have the right to transfer Tenant's security deposit to the new owner or assignee to hold under this Lease, and upon so doing Landlord shall be released from all liability to Tenant for return of said security deposit.

In compliance with Kentucky Code § 383.580:

(1) The security deposit shall be placed in a non-interest

bearing bank account and tenant notified of the account information.

(2) Prior to tendering any consideration deemed to be a security deposit, the prospective tenant shall be presented with a comprehensive listing of any then-existing damage to the unit. The tenant shall have the right to inspect the premises to ascertain the accuracy of such listing prior to taking occupancy. The landlord and the tenant shall sign the listing, which signatures shall be conclusive evidence of the accuracy of such listing, but shall not be construed to be conclusive to latent defects. If the tenant shall refuse to sign such listing, he shall state specifically in writing the items on the list to which he differs, and shall sign same.

(3) At the termination of occupancy, the landlord shall inspect the premises and compile a comprehensive listing of any new damage to the unit caused by tenant which is the basis for any charge against the security deposit and the estimated dollar cost of repairing such damage. The tenant shall then have the right to inspect the premises to ascertain the accuracy of such listing. The landlord and the tenant shall sign the listing, which signatures shall be conclusive evidence of the accuracy of such listing. If the tenant shall refuse to sign such listing, he shall state specifically in writing the items on the list to which he dissents, and shall sign such statement of dissent.

(4) In the event the tenant leaves not owing rent and having any refund due, the landlord shall send notification to the last known or reasonably determinable address, of the amount of any refund due the tenant. In the event the landlord shall not have received a response from the tenant within sixty (60) days, tenant shall forfeit the deposit. If tenant responds within sixty days, Landlord shall forthwith mail the refund to Tenant.

5. RENT PAYMENTS: Tenant agrees to pay rent unto the Landlord during the term of this Lease in equal monthly installments of \$ 775, said installment for each month being due and payable on or before the 1st day of the month, the first full rent payment under this Lease being due on the 1st day of Sept, 2021
Tenant agrees that if rent is not paid in full on or before the 5th day of the month, Tenant will pay a late charge of \$ 35 as allowed by applicable Kentucky law. After the

JUL 15 2022

DISPATCHED

22-APPFAL-0006

KENTUCKY RESIDENTIAL LEASE AGREEMENT

This Residential Lease Agreement (hereinafter "Lease") is entered into this the 7thth day of February, 2022, by and between the Lessor: Kevin Medley, (hereinafter referred to as "Landlord"), and the Lessee(s): Tony Thurman. All Lessees (hereinafter referred to collectively as "Tenant"), are jointly, severally and individually bound by, and liable under, the terms and conditions of this Lease.

For the valuable consideration described below, the sufficiency of which is hereby acknowledged, Landlord and Tenant do hereby covenant, contract and agree as follows:

1. GRANT OF LEASE: Landlord does hereby lease unto Tenant, and Tenant does hereby rent from Landlord, solely for use as a personal residence, excluding all other uses, the personal residence located in Jefferson County, Kentucky, with address of:
1200 Fischer Ave. #2
Louisville, KY 40204
including the following items of personal property:

2. NATURE OF OCCUPANCY: As a special consideration and inducement for the granting of this Lease by the Landlord to the Tenant, the personal residence described above shall be used and occupied only by the members of the Tenant's family or others whose names and ages are set forth below:

_____.

3. TERM OF LEASE: This Lease shall commence on the **7th day of February, 2022** and extend until its expiration on the **7th day of February, 2023**, unless renewed or extended pursuant to the terms herein.

4. SECURITY DEPOSIT: Upon execution of this Lease, Tenant shall deposit the sum of \$ 775 to be held by Landlord as a security deposit for reasonable cleaning of, and repair of damages to, the premises upon the expiration or termination of this Lease, or other reasonable damages resulting from a default by Tenant. Tenant shall be liable to Landlord for all damages to the leased premises upon the termination of this Lease, ordinary wear and tear excepted. Tenant is not entitled to interest on the security deposit. Tenant may not apply the security deposit to any rent due under this Lease. If Landlord sells or assigns the leased premises, Landlord shall have the right to transfer Tenant's security deposit to the new owner or assignee to hold under this Lease, and upon so doing Landlord shall be released from all liability to Tenant for return of said security deposit.

In compliance with Kentucky Code § 383.580:

(1) The security deposit shall be placed in a non-interest

bearing bank account and tenant notified of the account information.

(2) Prior to tendering any consideration deemed to be a security deposit, the prospective tenant shall be presented with a comprehensive listing of any then-existing damage to the unit. The tenant shall have the right to inspect the premises to ascertain the accuracy of such listing prior to taking occupancy. The landlord and the tenant shall sign the listing, which signatures shall be conclusive evidence of the accuracy of such listing, but shall not be construed to be conclusive to latent defects. If the tenant shall refuse to sign such listing, he shall state specifically in writing the items on the list to which he differs, and shall sign same.

(3) At the termination of occupancy, the landlord shall inspect the premises and compile a comprehensive listing of any new damage to the unit caused by tenant which is the basis for any charge against the security deposit and the estimated dollar cost of repairing such damage. The tenant shall then have the right to inspect the premises to ascertain the accuracy of such listing. The landlord and the tenant shall sign the listing, which signatures shall be conclusive evidence of the accuracy of such listing. If the tenant shall refuse to sign such listing, he shall state specifically in writing the items on the list to which he dissents, and shall sign such statement of dissent.

(4) In the event the tenant leaves not owing rent and having any refund due, the landlord shall send notification to the last known or reasonably determinable address, of the amount of any refund due the tenant. In the event the landlord shall not have received a response from the tenant within sixty (60) days, tenant shall forfeit the deposit. If tenant responds within sixty days, Landlord shall forthwith mail the refund to Tenant.

5. RENT PAYMENTS: Tenant agrees to pay rent unto the Landlord during the term of this Lease in monthly installments of **\$775 due on the first day of each month**

The prorated rent from the commencement of this Lease to the first day of the following month is \$ 542.00, which amount shall be paid at the execution of this Lease.

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KENTUCKY RESIDENTIAL LEASE AGREEMENT

This Residential Lease Agreement (hereinafter "Lease") is entered into this the 11th day of May, 2021, by and between the Lessor: Kevin Medley, (hereinafter referred to as "Landlord"), and the Lessee(s): Nathan Bond. All Lessees (hereinafter referred to collectively as "Tenant"), are jointly, severally and individually bound by, and liable under, the terms and conditions of this Lease.

For the valuable consideration described below, the sufficiency of which is hereby acknowledged, Landlord and Tenant do hereby covenant, contract and agree as follows:

1. GRANT OF LEASE: Landlord does hereby lease unto Tenant, and Tenant does hereby rent from Landlord, solely for use as a personal residence, excluding all other uses, the personal residence located in Jefferson County, Kentucky, with address of:

1200 Fischer Ave. #3a
Louisville, KY 40204

including the following items of personal property:

2. NATURE OF OCCUPANCY: As a special consideration and inducement for the granting of this Lease by the Landlord to the Tenant, the personal residence described above shall be used and occupied only by the members of the Tenant's family or others whose names and ages are set forth below:

3. TERM OF LEASE: This Lease shall commence on the **11th day of May, 2021** and extend until its **expiration on the 11th day of May, 2021**, unless renewed or extended pursuant to the terms herein.

4. SECURITY DEPOSIT: Upon execution of this Lease, Tenant shall deposit the sum of **\$ 680** to be held by Landlord as a security deposit for reasonable cleaning of, and repair of damages to, the premises upon the expiration or termination of this Lease, or other reasonable damages resulting from a default by Tenant. Tenant shall be liable to Landlord for all damages to the leased premises upon the termination of this Lease, ordinary wear and tear excepted. Tenant is not entitled to interest on the security deposit. Tenant may not apply the security deposit to any rent due under this Lease. If Landlord sells or assigns the leased premises, Landlord shall have the right to transfer Tenant's security deposit to the new owner or assignee to hold under this Lease, and upon so doing Landlord shall be released from all liability to Tenant for return of said security deposit.

In compliance with Kentucky Code § 383.580:

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5. RENT PAYMENTS: Tenant agrees to pay rent unto the Landlord during the term of this Lease in one lump sum payment of \$7480.00

The prorated rent from the commencement of this Lease to the first day of the following month is \$ 460.00, which amount shall be paid at the execution of this Lease.

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PLANNING &
CONSTRUCTION

KENTUCKY RESIDENTIAL LEASE AGREEMENT

This Residential Lease Agreement (hereinafter "Lease") is entered into this the 17th day of March, 2022, by and between the Lessor: Kevin Medley, (hereinafter referred to as "Landlord"), and the Lessee(s): **Paige Griffith**. All Lessees (hereinafter referred to collectively as "Tenant"), are jointly, severally and individually bound by, and liable under, the terms and conditions of this Lease.

For the valuable consideration described below, the sufficiency of which is hereby acknowledged, Landlord and Tenant do hereby covenant, contract and agree as follows:

1. GRANT OF LEASE: Landlord does hereby lease unto Tenant, and Tenant does hereby rent from Landlord, solely for use as a personal residence, excluding all other uses, the personal residence located in Jefferson County, Kentucky, with address of:
1200 Fischer Ave. #3b
Louisville, KY 40204
including the following items of personal property:

2. NATURE OF OCCUPANCY: As a special consideration and inducement for the granting of this Lease by the Landlord to the Tenant, the personal residence described above shall be used and occupied only by the members of the Tenant's family or others whose names and ages are set forth below:

_____.

3. TERM OF LEASE: This Lease shall commence on the **1st day of April, 2022**, and extend until its **expiration on the 1st day of April, 2023**, unless renewed or extended pursuant to the terms herein.

4. SECURITY DEPOSIT: Upon execution of this Lease, Tenant shall deposit the sum of **\$ 680** to be held by Landlord as a security deposit for reasonable cleaning of, and repair of damages to, the premises upon the expiration or termination of this Lease, or other reasonable damages resulting from a default by Tenant. Tenant shall be liable to Landlord for all damages to the leased premises upon the termination of this Lease, ordinary wear and tear excepted. Tenant is not entitled to interest on the security deposit. Tenant may not apply the security deposit to any rent due under this Lease. If Landlord sells or assigns the leased premises, Landlord shall have the right to transfer Tenant's security deposit to the new owner or assignee to hold under this Lease, and upon so doing Landlord shall be released from all liability to Tenant for return of said security deposit.

In compliance with Kentucky Code § 383.580:
(1) The security deposit shall be placed in a non-interest

bearing bank account and tenant notified of the account information.

(2) Prior to tendering any consideration deemed to be a security deposit, the prospective tenant shall be presented with a comprehensive listing of any then-existing damage to the unit. The tenant shall have the right to inspect the premises to ascertain the accuracy of such listing prior to taking occupancy. The landlord and the tenant shall sign the listing, which signatures shall be conclusive evidence of the accuracy of such listing, but shall not be construed to be conclusive to latent defects. If the tenant shall refuse to sign such listing, he shall state specifically in writing the items on the list to which he differs, and shall sign same.

(3) At the termination of occupancy, the landlord shall inspect the premises and compile a comprehensive listing of any new damage to the unit caused by tenant which is the basis for any charge against the security deposit and the estimated dollar cost of repairing such damage. The tenant shall then have the right to inspect the premises to ascertain the accuracy of such listing. The landlord and the tenant shall sign the listing, which signatures shall be conclusive evidence of the accuracy of such listing. If the tenant shall refuse to sign such listing, he shall state specifically in writing the items on the list to which he dissents, and shall sign such statement of dissent.

(4) In the event the tenant leaves not owing rent and having any refund due, the landlord shall send notification to the last known or reasonably determinable address, of the amount of any refund due the tenant. In the event the landlord shall not have received a response from the tenant within sixty (60) days, tenant shall forfeit the deposit. If tenant responds within sixty days, Landlord shall forthwith mail the refund to Tenant.

5. RENT PAYMENTS: Tenant agrees to pay rent unto the Landlord during the term of this Lease in equal monthly installments of **\$ 740**, said installment for each month being due and payable on or before the 1st day of the month, the first full rent payment under this Lease being due on the 1st day of May, 2021
Tenant agrees that if rent is not paid in full on or before the 5th day of the month, Tenant will pay a late charge of **\$ 35** as allowed by applicable Kentucky law. After the

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22-APPRAI-XXXX

KENTUCKY RESIDENTIAL LEASE AGREEMENT

This Residential Lease Agreement (hereinafter "Lease") is entered into this the 14th day of April, 2022, by and between the Lessor: KGM Realty, (hereinafter referred to as "Landlord"), and the Lessee(s): **Patrick Lankert**. All Lessees (hereinafter referred to collectively as "Tenant"), are jointly, severally and individually bound by, and liable under, the terms and conditions of this Lease.

For the valuable consideration described below, the sufficiency of which is hereby acknowledged, Landlord and Tenant do hereby covenant, contract and agree as follows:

1. GRANT OF LEASE: Landlord does hereby lease unto Tenant, and Tenant does hereby rent from Landlord, solely for use as a personal residence, excluding all other uses, the personal residence located in Jefferson County, Kentucky, with address of:
1200 Fischer Ave. #4
Louisville, KY 40204
including the following items of personal property:

2. NATURE OF OCCUPANCY: As a special consideration and inducement for the granting of this Lease by the Landlord to the Tenant, the personal residence described above shall be used and occupied only by the members of the Tenant's family or others whose names and ages are set forth below:
Emilee _____
Linders _____

3. TERM OF LEASE: This Lease shall commence on the **1st day of May, 2022**, and extend until its expiration on the **1st day of May, 2023**, unless renewed or extended pursuant to the terms herein.

4. SECURITY DEPOSIT: Upon execution of this Lease, Tenant shall deposit the sum of \$ **0** to be held by Landlord as a security deposit for reasonable cleaning of, and repair of damages to, the premises upon the expiration or termination of this Lease, or other reasonable damages resulting from a default by Tenant. Tenant shall be liable to Landlord for all damages to the leased premises upon the termination of this Lease, ordinary wear and tear excepted. Tenant is not entitled to interest on the security deposit. Tenant may not apply the security deposit to any rent due under this Lease. If Landlord sells or assigns the leased premises, Landlord shall have the right to transfer Tenant's security deposit to the new owner or assignee to hold under this Lease, and upon so doing Landlord shall be released from all liability to Tenant for return of said security deposit.

In compliance with Kentucky Code § 383.580:

(1) The security deposit shall be placed in a non-interest bearing bank account and tenant notified of the account information.

(2) Prior to tendering any consideration deemed to be a security deposit, the prospective tenant shall be presented with a comprehensive listing of any then-existing damage to the unit. The tenant shall have the right to inspect the premises to ascertain the accuracy of such listing prior to taking occupancy. The landlord and the tenant shall sign the listing, which signatures shall be conclusive evidence of the accuracy of such listing, but shall not be construed to be conclusive to latent defects. If the tenant shall refuse to sign such listing, he shall state specifically in writing the items on the list to which he differs, and shall sign same.

(3) At the termination of occupancy, the landlord shall inspect the premises and compile a comprehensive listing of any new damage to the unit caused by tenant which is the basis for any charge against the security deposit and the estimated dollar cost of repairing such damage. The tenant shall then have the right to inspect the premises to ascertain the accuracy of such listing. The landlord and the tenant shall sign the listing, which signatures shall be conclusive evidence of the accuracy of such listing. If the tenant shall refuse to sign such listing, he shall state specifically in writing the items on the list to which he dissents, and shall sign such statement of dissent.

(4) In the event the tenant leaves not owing rent and having any refund due, the landlord shall send notification to the last known or reasonably determinable address, of the amount of any refund due the tenant. In the event the landlord shall not have received a response from the tenant within sixty (60) days, tenant shall forfeit the deposit. If tenant responds within sixty days, Landlord shall forthwith mail the refund to Tenant.

5. RENT PAYMENTS: Tenant agrees to pay rent unto the Landlord during the term of this Lease in equal monthly installments of \$ **875**, said installment for each month being due and payable on or before the 1st day of the month, the first full rent payment under this Lease being due on the 1st day of May, 2022

Tenant agrees that if rent is not paid in full on or before the 5th day of the month, Tenant will pay a late charge of

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22-APPFAI-0006

KENTUCKY RESIDENTIAL LEASE AGREEMENT

This Residential Lease Agreement (hereinafter "Lease") is entered into this the 6th day of July, 2011, by and between the Lessor: Kevin Medley, (hereinafter referred to as "Landlord"), and the Lessee(s): Brandon Cox. All Lessees (hereinafter referred to collectively as "Tenant"), are jointly, severally and individually bound by, and liable under, the terms and conditions of this Lease.

For the valuable consideration described below, the sufficiency of which is hereby acknowledged, Landlord and Tenant do hereby covenant, contract and agree as follows:

1. GRANT OF LEASE: Landlord does hereby lease unto Tenant, and Tenant does hereby rent from Landlord, solely for use as a personal residence, excluding all other uses, the personal residence located in Jefferson County, Kentucky, with address of:
1200 Fischer Ave. #6
Louisville, KY 40204
including the following items of personal property:

2. NATURE OF OCCUPANCY: As a special consideration and inducement for the granting of this Lease by the Landlord to the Tenant, the personal residence described above shall be used and occupied only by the members of the Tenant's family or others whose names and ages are set forth below:

_____.

3. TERM OF LEASE: This Lease shall commence on the **15th day of July, 2011** and extend until its expiration on the **15th day of July, 2012**, unless renewed or extended pursuant to the terms herein.

4. SECURITY DEPOSIT: Upon execution of this Lease, Tenant shall deposit the sum of **\$ 500** to be held by Landlord as a security deposit for reasonable cleaning of, and repair of damages to, the premises upon the expiration or termination of this Lease, or other reasonable damages resulting from a default by Tenant. Tenant shall be liable to Landlord for all damages to the leased premises upon the termination of this Lease, ordinary wear and tear excepted. Tenant is not entitled to interest on the security deposit. Tenant may not apply the security deposit to any rent due under this Lease. If Landlord sells or assigns the leased premises, Landlord shall have the right to transfer Tenant's security deposit to the new owner or assignee to hold under this Lease, and upon so doing Landlord shall be released from all liability to Tenant for return of said security deposit.

In compliance with Kentucky Code § 383.580:

(1) The security deposit shall be placed in a non-interest

bearing bank account and tenant notified of the account information.

(2) Prior to tendering any consideration deemed to be a security deposit, the prospective tenant shall be presented with a comprehensive listing of any then-existing damage to the unit. The tenant shall have the right to inspect the premises to ascertain the accuracy of such listing prior to taking occupancy. The landlord and the tenant shall sign the listing, which signatures shall be conclusive evidence of the accuracy of such listing, but shall not be construed to be conclusive to latent defects. If the tenant shall refuse to sign such listing, he shall state specifically in writing the items on the list to which he differs, and shall sign same.

(3) At the termination of occupancy, the landlord shall inspect the premises and compile a comprehensive listing of any new damage to the unit caused by tenant which is the basis for any charge against the security deposit and the estimated dollar cost of repairing such damage. The tenant shall then have the right to inspect the premises to ascertain the accuracy of such listing. The landlord and the tenant shall sign the listing, which signatures shall be conclusive evidence of the accuracy of such listing. If the tenant shall refuse to sign such listing, he shall state specifically in writing the items on the list to which he dissents, and shall sign such statement of dissent.

(4) In the event the tenant leaves not owing rent and having any refund due, the landlord shall send notification to the last known or reasonably determinable address, of the amount of any refund due the tenant. In the event the landlord shall not have received a response from the tenant within sixty (60) days, tenant shall forfeit the deposit. If tenant responds within sixty days, Landlord shall forthwith mail the refund to Tenant.

5. RENT PAYMENTS: Tenant agrees to pay rent unto the Landlord during the term of this Lease in monthly installments of **\$375 due on the first day of each month**

The prorated rent from the commencement of this Lease to the first day of the following month is \$ 187.50, which amount shall be paid at the execution of this Lease.

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DESIGN SERVICES