

Lease Agreement

This lease made this 20th day of August, 2024, by which Craighead County, Arkansas (Lessor) leases to the City of Jonesboro (Lessee) the premises listed herein for use as a Fire Academy or for fire training by the City of Jonesboro Fire Department (JFD) and any other department of the City of Jonesboro that shall need use of the premises for training from time to time.

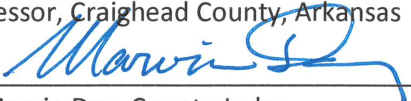
1. **Premises.** The premises to be leased consist of 7.77 acres, being part of the Northwest quarter, Southeast quarter, Section 4, Township 13N, Range 4E all situated in the City of Jonesboro, Craighead County, Arkansas.
2. **Term.** The initial term will begin on July 1, 2024 and end on June 30, 2034. The Lessee may elect to extend the term for a period of five years upon the same terms by providing written notice to the Lessor not less than thirty (30) days before the end of the initial term.
3. **Rent.** The Lessee hereby agrees to pay \$1.00 per year for the use of the premises, said amount to be paid to the Lessor at the Office of the County Judge, Craighead County Courthouse, Jonesboro, Arkansas.
4. **Utilities.** The Lessee agrees to continue to request utility services from City Water and Light for the extent of the lease and their use of the premises for training purposes.
5. **Maintenance.** The Lessee agrees to maintain the premises in good repair and condition. Lessee shall not be responsible for damages caused to the property when it is being used by other fire departments or the Arkansas Fire Training Academy as stated in Section 14 below.
6. **Insurance.** Lessee shall bear the risk of loss by fire or other casualty and shall maintain fire and extended coverage insurance to the full replacement value of the premises. Lessee agrees to promptly repair or replace any part of the premises damaged or destroyed. Lessee shall provide a current certificate of coverage to Lessor as said becomes available or at the request of Lessor to show coverage is maintained on the premises.
7. **Modifications.** This lease and any modification or amendments must be in writing and signed by both parties to the lease agreement.
8. **Assignment.** This lease may not be assigned to a third party by Lessee without the written approval of the Lessor.
9. **Termination.** Failure of the Lessee to comply with the terms of the lease, or should Lessee cease to use the premises for the purposes of training shall terminate the lease and possession of the premises shall revert to the Lessor. This lease may be terminated by either party with written notice to the other party no later than one year prior to the requested date of termination of the lease.
10. **Notices.** Any and all written notices shall be delivered to the parties at the addresses provided herein.
11. **Eminent Domain.** The Lessor may terminate this lease by written notice from Lessor to Lessee upon the taking by eminent domain of any part of the premises.
12. **Sovereign Immunity.** Nothing contained in this lease shall be construed to waive the sovereign immunity of any of the entities herein.
13. **Alterations.** This Lessee may make alterations, attach fixtures, and erect additions and signs in or upon the premises. Any fixtures or signs that are not permanent in nature, shall remain the property of the Lessee and may be removed from the premises within a reasonable time

after the termination of this lease provided the Lessee shall restore the premises to a condition as good as at the beginning of this lease, ordinary wear and tear excepted.

14. **Other Training.** Other fire departments in northeast Arkansas and the Arkansas Fire Training Academy shall be allowed to train at the facility during times when the facility is not in use by the Jonesboro Fire Department. Any damages done to the property during any training done by an agency other than the Lessee shall be the responsibility of the Lessor or the agency causing the damage and shall be repaired by them at no cost to the Lessee. Lessee will act in good faith to ensure that there are times for other agencies to train at the facility.
15. **Entire Agreement.** This lease contains the entire agreement of the parties.

Executed by the parties who individually represent that each has the authority to enter into this lease agreement.

Lessor, Craighead County, Arkansas



Marvin Day, County Judge

Date 3/20/24

Address for service:

511 Union St #119
Jonesboro, Arkansas 72401

Lessee, City of Jonesboro, Arkansas

Harold Copenhaver, Mayor

Date _____

Address for service:

300 S. Church
Jonesboro, Arkansas 72401