

Type of Instrument: Memorandum of Lease  
Landlord: Neil and Mary Stallings Park, LLC  
Tenant: City of Jonesboro

This Instrument Prepared By:  
Waddell, Cole & Jones, PLLC  
Attorneys at Law  
P.O. Box 1700  
Jonesboro, Arkansas 72403

After recording Return To:  
Waddell, Cole & Jones, PLLC  
Attorneys at Law  
P.O. Box 1700  
Jonesboro, Arkansas 72403

### MEMORANDUM OF LEASE

This Memorandum of Lease is made and entered into on January 19, 2016 (“Effective Date”), by and between **Neil and Mary Stallings Park, LLC**, an Arkansas limited liability company, hereinafter called "Landlord," and **City of Jonesboro**, hereinafter called "Tenant."

#### RECITALS:

A. Landlord and Tenant have entered into a Lease Agreement (the “Lease”) dated as of the Effective Date with respect to the Premises described therein.

B. Landlord and Tenant are desirous of entering into this Memorandum of Lease Agreement for the purpose of setting forth certain rights of the parties.

NOW, THEREFORE, in consideration of the promises and undertakings set forth in the Lease, it is stipulated, agreed and understood that the following are pertinent provisions or summaries of pertinent provisions of said Lease and are set forth for the purpose of establishing the interest of the parties hereunder.

1. For good and valuable consideration, Landlord agrees to lease the property described as Lot 1 of Stallings 6<sup>th</sup> Addition to the City of Jonesboro, Arkansas (the “Premises”), together with all improvements and appurtenances, to Tenant and Tenant agrees to lease the same

from Landlord, for the terms and under the provisions contained in the above mentioned Lease, which Lease is incorporated in this Memorandum by reference.


2. The initial term of this Lease is for a period of one (1) year commencing on the Effective Date (“Initial Term”). At the end of the Initial Term of this Lease, this Lease shall automatically renew for successive periods of one (1) year each (each a “Renewal Term”) unless either party hereto provides the other party written notice at least ninety (90) days prior to expiration of the Term then in effect that it does not desire to renew the Term of this Lease. “Term” as used in this Agreement shall refer to the Initial Term and any Renewal Term. Notwithstanding the foregoing, at any time after expiration of the Initial Term hereof, either party hereto may terminate this Lease on sixty (60) days written notice to the other party.

3. This Memorandum is not a complete summary of the Lease. Provisions in the Memorandum shall not be used in interpreting the contract provisions. In the event of conflict between the Memorandum and the Lease, the Lease shall control.

IN WITNESS WHEREOF, the parties have executed this Memorandum of Lease Agreement as of the Effective Date.

**LANDLORD:**

NEIL AND MARY STALLINGS PARK, LLC

By:   
Name: Kenneth Neil Stallings  
Title: Manager

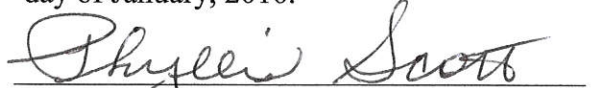
By:   
Name: Kathy Stallings Buchanan  
Title: Manager

ACKNOWLEDGMENTS

STATE OF ARKANSAS  
COUNTY OF CRAIGHEAD

On this day before me, the undersigned, a Notary Public, within and for the County and State aforesaid, duly qualified, commissioned and acting, personally appeared Kenneth Neil Stallings and Kathy Stallings Buchanan, to me well known, and who subscribed to the foregoing instrument and stated and acknowledged that they were the Managers of Neil and Mary Stallings Park, LLC, an Arkansas limited liability company, and that they as such managers, being authorized so to do, had signed, executed, and delivered the foregoing instrument for the consideration, uses, and purposes therein contained, by signing themselves as such managers and executing on behalf of the company as such managers.

WITNESS my hand and official seal this 19<sup>th</sup> day of January, 2016.

  
\_\_\_\_\_  
Notary Public

My Commission Expires:

01-08-2025.

\* \* \*



STATE OF ARKANSAS  
COUNTY OF CRAIGHEAD

On this day, before me personally appeared Harold Penn, to me well known, who acknowledged that he was the \_\_\_\_\_ of the City of Jonesboro, and that he as such corporate officer, being authorized so to do, had executed the foregoing instrument for the purposes therein contained, by signing as such officer and executing on behalf of the corporation as such officer.



WITNESS my hand and official seal this 19<sup>th</sup> day of January, 2016.

3rd Feb DKJ

My Commission Expires:

1/4/2021

## LEASE AGREEMENT

THIS LEASE AGREEMENT ("Lease") is made on the 19<sup>th</sup> day of January, 2016 ("Effective Date"), by and among **Neil and Mary Stallings Park, LLC**, an Arkansas limited liability company, hereinafter called "Landlord," and **City of Jonesboro**, hereinafter called "Tenant."

1. Premises. The Landlord hereby leases unto the Tenant, and the Tenant hereby leases from the Landlord the premises described as Lot 1 of Stallings 6<sup>th</sup> Addition to the City of Jonesboro, Arkansas (hereinafter, the "Premises").

2. Lease Term. The initial term of this Lease is for a period of one (1) year commencing on the Effective Date ("Initial Term"). At the end of the Initial Term of this Lease, this Lease shall automatically renew for successive periods of one (1) year each (each a "Renewal Term") unless either party hereto provides the other party written notice at least ninety (90) days prior to expiration of the Term then in effect that it does not desire to renew the Term of this Lease. "Term" as used in this Agreement shall refer to the Initial Term and any Renewal Term. Notwithstanding the foregoing, at any time after expiration of the Initial Term hereof, either party hereto may terminate this Lease on sixty (60) days written notice to the other party.

3. Consideration. In consideration for this Lease, Tenant agrees to perform the maintenance and repair obligations set forth in paragraph 5(b) below.

4. Use of Tenant's Premises. The Premises will be used by the Tenant for park and recreational purposes only and no other purposes without prior written consent of Landlord.

5. Maintenance and Repair.

a. "As Is" Condition. Tenant acknowledges that it has inspected the Premises and accepts them "as is." TENANT CERTIFIES THAT IT IS NOT RELYING UPON THE WARRANTIES, REPRESENTATIONS OR STATEMENTS OF LANDLORD OR LANDLORD'S EMPLOYEES OR AGENTS AS TO THE CONDITION OF IMPROVEMENTS.

b. Maintenance and Repair. Tenant is responsible for all maintenance and repair to the Premises and Landlord shall have no obligations therefor. Tenant's maintenance obligations shall include mowing the Premises as reasonably necessary for its intended use.

6. Alterations and Improvements. The Tenant shall not make any alterations, additions or improvements to the Premises without the prior written consent of the Landlord, which consent shall not be unreasonably withheld, and all alterations, additions or improvements made by either of the parties hereto upon the Premises, except movable equipment and trade fixtures put in at the expense of the Tenant, shall be the property of the Landlord, and shall remain upon and be surrendered with the Premises without molestation or injury. Tenant may remove its equipment or trade fixtures provided any damage done to the Premises in the removal of any such equipment or trade fixtures is promptly repaired by Tenant, and if not repaired by Tenant in a reasonable time and manner, Landlord may repair same and Tenant shall pay the cost thereof.

7. Taxes. Landlord hereby agrees to pay all taxes and assessments of every nature, kind and description levied and assessed against the Premises as the same becomes due from

time to time during the Term hereof. Tenant shall be responsible for all taxes attributable to the property of Tenant on the Premises and for all licenses, privilege and occupation taxes, levied, assessed, or charged against Tenant on account of operation of any business on the Premises.

8. Liens. Tenant agrees to pay promptly for any work or materials provided by laborers or materialmen in or about the Premises, and Tenant shall not permit or suffer any lien to attach to the Premises and shall promptly cause any such lien, or any claim therefore, to be released.

9. Subleases and Assignments. Tenant may not assign this Lease or sublet all or any part of the Premises without prior consent of Landlord.

10. Default. If the Tenant defaults in the performance of any of the covenants, terms, conditions or provisions of this Lease, and after written notice from the Landlord, Tenant fails to cure such default within thirty (30) days after receipt of such notice (or fails to cure with due diligence if the default is of such nature as to require more than 30 days), then the Landlord may, at its option (but shall not be required to do so), perform the same for the account of the Tenant and any amount paid or expenses incurred by the Landlord in the performance thereof shall be paid by Tenant within thirty (30) days of written demand from Landlord. Additionally, if the Tenant defaults in performance of this Lease, or if Tenant shall make an assignment for the benefit of creditors, or if the interest of the Tenant in the Premises shall be sold under execution or other process of law, or if the Tenant shall be adjudged a bankrupt, or if a receiver or trustee shall be appointed for the Tenant by any court, and, after written notice from the Landlord, Tenant fails to cure such default of condition within 30 days after receipt of such notice (or fails to cure with due diligence if the default is of such nature as to require more than 30 days), then the Landlord may lawfully re-enter the Premises without any demand for possession therefor, and recover possession of the Premises and the improvements thereof, expel the Tenant and those holding under the Tenant and no allowance shall be paid to the Tenant. Such re-entry shall not constitute trespass and shall not prejudice any other remedies which might otherwise be provided by law for breach of covenant, and upon entry, the rights of the Tenant under this Lease shall terminate. Landlord shall be entitled to recover from Tenant any and all reasonable expenses incurred in enforcing any of Landlord's remedies, including reasonable attorneys' fees and the costs of removing Tenant's property from the Premises.

11. Notices. Any notice or demand required or permitted to be delivered hereunder may be delivered in person or shall be deemed to be delivered three (3) days after deposited in the United States mail, postage prepaid, registered or certified mail, return receipt requested. Notice shall also be deemed to have been delivered the next day after it has been deposited, prepaid, with any overnight express mail service, addressed as provided below:

If to Landlord:            Neil and Mary Stallings Park, LLC  
                                     361 Southwest Drive, #165  
                                     Jonesboro, AR 72401

If to Tenant:                City of Jonesboro  
                                     Attn: Mayor  
                                     P. O. Box 1845  
                                     Jonesboro, AR 72403

Any party may change the address at which it is to receive notice by like written notice to the other.

12. Covenant of Quiet Enjoyment. The Tenant upon performance of all the terms of this Lease shall at all times during the Term of the Lease and during any extended or renewal term hereof peaceably and quietly enjoy the Premises without any disturbance from the Landlord or from any other person, firm or corporation claiming through the Landlord.

13. Merger and Amendments. This Lease represents the entire agreement between Landlord and Tenant, and shall supersede all prior or contemporaneous agreements, representations and understandings with respect to such matters, and no oral representations or statements shall be considered a part hereof. No change in this Lease shall be effective unless it is in writing and signed by both Landlord and Tenant.

14. Binding Agreement. The covenants herein shall extend to and be binding upon the successors and assigns of the parties hereto.

15. Severability. If any part of this Lease or any other agreement entered into pursuant hereto is contrary to, prohibited by, or deemed invalid under applicable law or regulation, such provision shall be deemed inapplicable and deemed amended to the extent so contrary, prohibitive or invalid, and the remainder hereof shall not be invalidated thereto and shall be given full force and effect so far as possible.

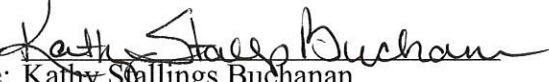
16. Governing Law. This Agreement shall be governed by the laws of the State of Arkansas.

IN WITNESS WHEREOF, the parties hereto have executed this Lease Agreement for the purposes set forth herein on the date first above written.

**LANDLORD:**

NEIL AND MARY STALLINGS PARK, LLC

By:   
Name: Kenneth Neil Stallings  
Title: Manager

By:   
Name: Kathy Stallings Buchanan  
Title: Manager