

LEASE BY AND BETWEEN THE BOARD OF DEVELOPMENTAL DISABILITIES
SERVICES AND THE CITY OF JONESBORO, ARKANSAS

This Long-Term Lease Agreement ("Lease") is made and entered into this 1st day of July, 1997, by and between the **State of Arkansas, Board of Developmental Disabilities Services (DDS)**, hereinafter referred to as the "LESSOR," and the City of Jonesboro, Arkansas, Acting by and through **Hubert Brodell, Mayor**, as Lessee, hereinafter referred to as the "LESSEE."

W I T N E S S E T H:

WHEREAS, LESSEE WISHES TO LEASE CERTAIN LANDS OWNED BY THE LESSOR AT Jonesboro, Arkansas, (see Legal Description)

WHEREAS, the LESSOR desires to have the LESSEE to lease and utilize the said premises;

NOW THEREFORE, in consideration of the premises and of other good and valuable consideration herein mentioned, the LESSOR and LESSEE hereto covenant and agree as follows:

1. Cancellation of Existing Lease

The LESSEE and LESSOR agree that the current lease between the LESSOR and LESSEE for forty (40) acres of land at ten dollars (\$10.00) per year located at the Jonesboro Human Development Center which has been utilized for softball fields is canceled.

2. Leased Premises

The LESSOR hereby leases to the LESSEE the land ("Leased Land") described in the Legal Description which is attached hereto and made a part hereof. This includes the forty (40) acres of land upon which the existing softball fields are located, and includes an additional **19.25 acres**.

3. Term and Termination

a. The term of this Lease shall begin as of July 1, 1997, and terminating as of December 31, 2027, subject to termination rights hereinafter set forth.

b. LESSOR and LESSEE, by mutual written agreement, may provide for alternative advance notification procedures, as appropriate for purposes of termination.

4. Rent

The LESSEE shall pay to the LESSOR a rental fee of \$100.00 per acre per year for the term of the lease. The total acreage leased is **59.25 acres**. The rent shall be five thousand nine hundred and twenty five dollars (\$5,925.00) per year for a period of thirty (30) years for a total payment of one hundred seventy seven thousand seven hundred and fifty dollars (\$177,750.00). The initial

payment is due upon completion of this agreement. Each subsequent payment is due by January 31 of that year.

5. Use of the Leased Property

LESSOR and LESSEE agree that the leased property is to be used solely for recreational purposes, specifically the construction and operation of an athletic complex, consisting primarily of additional softball fields and soccer fields. If at any time the LESSEE wishes to use the property for any other purpose, this request must be presented to the Board of Developmental Disabilities Services (Board), or it's successor, for consideration and approval. If the property is used by the LESSEE for any other purpose without the consent of the Board or it's successor, then this Lease Agreement automatically terminates.

6. Construction

The LESSEE shall have the right during the existence of the Lease to erect upon the Leased Premises softball fields and other structures necessary for the creation of an athletic complex as may be needed; to erect additions thereto, and to place appropriate signs in or upon the buildings and premises. Unless otherwise disposed of, such improvements and facilities shall be and remain the property of the LESSEE and may be removed therefrom by the LESSEE within ninety (90) days after termination or expiration of this Lease. Failure on the part of the LESSEE to perform in accordance with any and all provisions of this Lease shall in no way affect the LESSEE'S right, title, and interest in and to any and all structures and facilities installed hereunder. The LESSOR has the right to approve any and all plans before any structure, facility, addition, or building is erected on the leased premises.

7. Disposal

a. The LESSEE, at its option, may dispose of improvements and facilities in place, upon the expiration or termination of this Lease, in accordance with applicable laws and regulation in affect at the time of the disposal.

b. Disposal may include, but is not limited to, conveyance of improvements and facilities to the lessor upon payment to the LESSEE the sum of one dollar (\$1.00).

c. Upon receipt of written notice that LESSEE owned building(s) constructed pursuant to this Lease are no longer required by the LESSEE, the LESSOR shall have, for a period of no less than one hundred and eighty (180) calendar days from the date of receipt thereof, the exclusive option to purchase all the right, title, and interest in and to said building(s) for the sum of one dollar (\$1.00). In the event the LESSOR elects to exercise said option, it

agrees to serve written notice of its intent upon the LESSEE within the one hundred and eighty (180) day period, or such other times as may be mutually agreed upon, and the parties shall proceed to conclude negotiations with reasonable promptness.

d. If the LESSOR chooses not to exercise it's option to purchase any buildings constructed pursuant to this Lease, the LESSEE shall remove said buildings from the leased premises within **ninety (90) days**. If the LESSEE fails to remove the buildings from the leased premises within the agreed upon time, the LESSOR may have the buildings removed or otherwise disposed of. The LESSEE shall be liable to the LESSOR for any and all costs incurred by the LESSOR as a result of the LESSOR removing the buildings from the leased property.

e. Removal of Hazardous Wastes or Materials

The LESSEE agrees to remove any hazardous wastes or materials generated on the leased property in a timely manner. This includes waste and materials left on the property after the expiration of the lease and the vacating of the leased property by the LESSEE. If the LESSEE fails to remove hazardous wastes and materials in a timely fashion, or fails to remove hazardous wastes and materials upon the vacating of the property, the LESSEE agrees to pay all costs, including fines, incurred by the LESSOR in removing the wastes.

8. Termination by LESSOR

The LESSOR shall have the right to terminate this Lease if the LESSEE fails to observe or comply with any of the terms or conditions herein within **thirty (30) days** after being notified in writing by the LESSOR of such failure. In the event that more than **thirty (30) days** is reasonably required to observe or perform, the LESSEE shall, in good faith and within said **thirty (30) days**, initiate action and provide a plan for observance or performance, and shall diligently prosecute the same to completion. However, if any actions of the LESSEE threaten or actually harm the health and safety of the individuals residing at the Human Development Center or employees of the Human Development Center, the LESSEE will take immediate action to protect the health and safety of the individuals and employees at the Human Development Center. Failure to take immediate action will result in the automatic termination of this lease.

9. Construction Plans

a. The LESSEE agrees that building construction or alteration shall be done, to the maximum extent feasible, in compliance with nationally recognized codes. Each building constructed or altered by the LESSEE shall take into consideration zoning and other similar laws of the State or the political

subdivision of the State.

b. It is the sole responsibility of the LESSEE to insure that any facility erected is in compliance with the Americans with Disabilities Act, (ADA). The LESSOR is not responsible to insure that any facility erected is in compliance with the ADA. The LESSEE is responsible for any liability for failure to comply with the ADA requirements regarding accessibility to any structure erected on the leased premises.

10. Repair and Maintenance

The LESSEE shall, at its expense, maintain the interior and exterior of all buildings, improvements and facilities in good condition and repair, in a manner appropriate to the intended use thereof.

11. Replacement

If, at any time during the term of this Lease, the structures and facilities erected upon the Leased Premises shall be substantially damaged or destroyed by fire or other casualty, then the LESSEE shall have the option of (a) commencing and thereafter proceeding with reasonable diligence (subject to a reasonable time allowance for appropriation of additional funds required and for any other unavoidable delay), at its sole cost and expense, to restore or rebuild the same as nearly as possible to its value immediately prior to such damage or destruction, or (b) if the LESSEE determines that the replacement or repair of the facilities is not feasible, choose not to rebuild or replace the facilities.

The LESSEE agrees to notify the LESSOR of which option will be utilized.

12. Access Easements

The LESSOR guarantees to the LESSEE for the entire term of the Lease and extensions thereof, a right of ingress and egress to the Leased Premises over and across LESSOR's land, common entrances and rights-of-way provided the ingress and egress does not affect the program, plans, or activities of the LESSOR. The LESSOR agrees to grant the LESSEE the necessary easements, without cost, for LESSEE access to the Leased Premises provided such easements do not affect the program, plans or activities of the LESSOR. Such grants of easement shall remain in effect or be revised in a mutually agreed upon fashion, as long as the LESSEE requires use of the Leased Premises and this lease is in effect.

13. Access by LESSOR

The LESSOR reserves the right of access over and to the Leased Premises. LESSOR access, pursuant to the provision, will be done in a manner which does not interfere with LESSEE operations.

14. Sublet

b. Notice to LESSEE:

Office of the MAYOR
City of Jonesboro
314 West Washington
Jonesboro, AR 72401

Either party from time to time, by written notice to the other, designate a different address to which notices shall be sent.

21. Representation and Signatures

The making, execution and delivery of this Lease have been induced by no representations, statements or warranties other than those herein expressed. This Lease embodies the entire understanding of the parties, and there are not further or other agreements or understandings, written or oral, in effect between the parties relating to the subject matter hereof. This Lease may be amended or modified only by an instrument of equal dignity and formality signed by both of the respective parties hereto.

IN WITNESS WHEREOF, both the LESSOR and the LESSEE have hereunto executed, signed, sealed, and delivered this Lease, the day, month, and year first above written.


LESSOR

By: 

Don Dunn, Chairman
Board of Developmental Disabilities Services

Date: 9-25-97

Signed before me, the undersigned, a Notary Public for Yell
County, Arkansas, this 25 day of September, 1997.


Notary Public

MY COMMISSION EXPIRES:

March 26, 2002

The LESSEE may, with the permission and authorization of the DDS Board, sublet or assign portions of the leased Premises only for purpose of the operation of the existing athletic complex.

15. Liability

If the death of or injury to any person, or the loss of or damage to any property is caused by the LESSEE in the course of its use of the Leased Premises, the LESSEE is fully liable for any damages suffered.

16. Local Regulations

The LESSEE shall not suffer any waste to be committed in or about said premises; shall keep the premises free and clear of any and all refuse and other nuisance; and strictly adhere to applicable regulations for the use and disposal of chemicals; and observe all other applicable laws, rules, regulations, and ordinances relating to the maintenance, use and occupancy of the premises.

17. Mineral Development

The LESSEE has acquired no mineral rights under the terms of this Lease. The LESSOR retains the right to lease or dispose of the mineral interest in the leased property and may develop, lease or otherwise dispose of the mineral interests during the terms of this Lease. Nothing in this Lease limits or restricts the mineral rights of the LESSOR.

18. Severability

Should any provision or portion of such provisions of this Lease be held invalid, the remainder of this Lease or the remainder of such provision shall not be affected thereby.

19. Successors and Assigns

The terms and provisions of the Lease and the conditions herein shall bind the LESSEE and the LESSOR, its successors and assigns.

20. Notification

All notices or official communications which may be required under this Lease, given by either party to the other, shall be in writing and addressed to such party's address, unless otherwise provided herein, as follows:

a. Notice to LESSOR:

Mike McCreight, Director
Developmental Disabilities Services
Arkansas Department of Human Services
P.O. Box 1437, Mail Slot 2500
Little Rock, AR 72203

Date: September 22, 1997

Signed before me, the undersigned, a Notary Public for Craighead
County, Arkansas, this 22nd day of September, 1997.

Sue Martin
Notary Public

MY COMMISSION EXPIRES:
1-3-2007

~~~~~  
Sue Martin  
Notary Public, State of Arkansas  
Craighead County  
My Commission Exp. 01/03/2007  
~~~~~