

LEASE AGREEMENT

THIS LEASE AGREEMENT made and entered into this ____ day of November, 2018, by and between MISSOURI PLACE PROPERTIES, LLC, a Missouri limited liability company, hereinafter referred to as "Landlord," and CITY OF JOPLIN, MISSOURI, a Missouri municipal corporation, hereinafter referred to as "Tenant."

WITNESSETH:

For and in consideration of the mutual promises, covenants, agreements, and understandings herein made and contained, Landlord hereby lets and leases to Tenant the after-mentioned land and improvements located thereon, to have and hold for the following purposes and subject to the following covenants and conditions, to-wit:

1. Demise and Term. Landlord leases to Tenant and Tenant leases from Landlord the land and improvements located thereon at **712 E. 32nd St., Office #1, Joplin, Missouri**. The original term of this lease and Tenant's obligation to pay rent hereunder shall commence on December 1, 2018, for a term of two (2) years extending to and until November 30, 2020. If Tenant is not in default, this lease shall automatically renew for one (1) additional term of two (2) years, unless earlier terminated as provided in this Agreement. Any renewal shall be on the same terms and conditions as the original lease.

2. Termination. Either party may terminate this lease at any time, without cause, by giving sixty (60) days' written notice of their decision to terminate to the other party.

3. Rent. During the term of this lease, and any renewals thereof, Tenant agrees to pay to Landlord the sum of Six Hundred Fifty and 00/100 Dollars (\$650.00) per month as rent. Said rent shall be due in advance by the fifth day of each month during the lease term.

4. Use of Premises by Tenant. Tenant shall use the leased premises for any lawful purpose. However, Tenant shall not perform any acts or carry on any practices that injure the leased premises other than ordinary wear and tear.

5. Maintenance of Leased Premises. Landlord shall be responsible for maintenance of the leased premises, including the heat, ventilation, and air conditioning (HVAC), electric, and plumbing systems.

6. Utilities. Tenant shall be responsible for payment of all utilities, including water, electricity, gas, sewer, trash, telephone, cable, and internet.

7. Fixtures and Alterations. Tenant shall not make or cause to be made any alterations, additions, or improvements, or install or cause to be installed any trade fixtures, floor covering, interior or exterior lighting, plumbing fixtures, shade or awnings, paving or landscaping, or make any changes to the premises without first obtaining Landlord's consent. Landlord shall not make alterations, additions, or improvements in the property during the term

of the lease without obtaining Tenant's consent. Either party shall present to the other plans and specifications for such work at the time approval is sought.

8. Damage or Destruction of Leased Premises. In the event that the leased premises are destroyed or damaged so as to be unfit for ordinary occupancy and use, by fire, storm, explosion, earthquake or other casualty, so as not to be capable of being economically rebuilt or restored within ninety (90) days, then this lease shall be automatically terminated. Otherwise, Landlord shall proceed at its own expense and with due diligence to restore the premises within such ninety (90) days, in which case there shall be an abatement and apportionment of the rent until the premises are restored. In the event Landlord determines that the premises cannot be rebuilt or restored under the ninety (90) day provision herein, then it shall give written notice of this decision to Tenant within thirty (30) days from the date of the happening of such casualty, and this lease shall terminate.

9. Landlord's Covenant. Upon payment by Tenant of the rents herein provided, and upon the observance and performance of all covenants, terms and conditions on Tenant's part to be observed and performed, Tenant shall peaceably and quietly hold and enjoy the leased premises for the term hereby demised without hindrance or interruption by Landlord or any other person or persons lawfully or equitably claiming by, through, or under the Landlord, subject, nevertheless, to the terms and conditions of this lease.

10. Amendments. The covenants and obligations herein contained are the full and complete terms of this lease, and no alteration, amendments, or changes to such terms shall be binding unless first reduced to writing and executed with the same formality as this lease.

11. Assignment and Subleasing. Tenant will not assign this lease in whole or in part, nor sublet all or any part of the leased premises, without obtaining the prior written consent of the Landlord. Any assignment or subletting without Landlord's consent in writing shall be void.

12. Binding Effect. This lease shall be binding upon the parties hereto, their heirs, executors, administrators, legal representatives, successors, and assigns, and shall be binding in the event of the death or legal disability of the parties. Provided, however, that nothing in this paragraph shall be construed as a consent by Landlord to any assignment of this lease or any interest therein by Tenant.

13. Compliance with Applicable Laws. Tenant shall comply with all laws, including state statutes and municipal ordinances.

14. Entire Agreement. This instrument embodies the whole agreement of the parties. There are no promises, terms, conditions, or obligations other than those contained herein and this lease shall supersede all previous communications, representations, or agreements, either verbal or written, between the parties.

15. Governing Law. It is mutually understood and agreed that this lease shall be governed by the laws of the State of Missouri, both as to interpretation and performance.

16. Headings. The headings hereof are intended as guides only and shall not be construed as having any legal effect.

17. Notice and Service. All notices, requests, and other communications hereunder (except for payments) shall be in writing and shall be deemed to be duly given if delivered or deposited in the U.S. Mail, First Class Postage prepaid, Certified, Return Receipt Requested to the Landlord as follows:

Missouri Place Properties, LLC
ATTN: David L. Burtrum
2011 E. 9th St.
Joplin, MO 64801

and to Tenant as follows:

City of Joplin
Joplin Police Department
ATTN: Police Chief
303 E. 3rd St.
Joplin, MO 64801

18. Severability. The clauses of this lease are independent and several and should any part or portion of this lease be adjudicated to be void, this finding shall have no effect upon the remaining body of the lease, and it shall remain in full force and effect.

19. Non-Appropriation. In the event funds are not appropriated and budgeted in any fiscal year for payments due under this Agreement, Tenant shall immediately notify Landlord of such occurrence and this Agreement shall terminate on the last day of the fiscal year for which the appropriation was made without penalty or expense to Tenant of any kind whatsoever.

20. Contingent of City Council Approval. This Agreement is contingent on approval from the Joplin City Council.

[The remainder of this page is intentionally left blank. Signature pages follow.]

IN WITNESS WHEREOF, the parties have caused these presents to be executed in duplicate as of the day and year first above written.

MISSOURI PLACE PROPERTIES, LLC

By: _____
David L. Burtrum

"LANDLORD"

CITY OF JOPLIN, MISSOURI

By: _____
Samuel L. Anselm
City Manager

ATTEST:

Barbara J. Gollhofer
City Clerk

"TENANT"