

LEASE

This Lease, entered into this 22nd day of December, 2017, is made between PAUL HARKER, landlord and hereinafter referred to as "Lessor," and the OZARKS REGIONAL JUVENILE DETENTION DISTRICT, tenant, hereinafter referred to as "Lessee."

The parties to this Lease covenant and agree as follows:

1. LEASE-DESCRIPTION OF PREMISES.

Lessor leases to Lessee and Lessee takes as Tenant the following premises situated in the City of Mountain Grove, County of Wright, State of Missouri:

The mailing address of the premises is:

1400 Industrial Park Drive

P. O. Box 390

Mountain Grove, Missouri 65711

The premises shall be used by Lessee for the purpose of a juvenile detention center, and for no other purpose.

2. TERM AND OPTION TO RENEW.

The term of this Lease shall commence on the 24th day of December 2017, and continue for a period of five (5) years thereafter, unless earlier terminated as provided below. Lessee shall have the right to renew and extend this Lease for an additional term of five (5) years at the same lease rate, provided the renewal and extension is approved by the Presiding Circuit Judges of the District and notice of the renewal and extension is

given to Lessor. This Lease may be terminated, at the option of Lessee, in the event Lessee does not receive funding sufficient to enable it to pay this Lease obligation and the other costs and expenses of operation of the Ozarks Regional Juvenile Detention District, and/or in the event the staff provided by the State of Missouri for Lessee's operations is reduced or eliminated. Lessee agrees to provide six (6) months advance written notice of termination to Lessor under this provision. In the event of termination, Lessee shall have no further duties, obligations or liabilities under this Lease Agreement.

3. RENTAL.

Lessee shall pay as rent the annual amount of One Hundred Eight Thousand Twenty and no/100 Dollars (\$108,020.00), which shall be paid in equal monthly installments of Nine Thousand One and 66/100 Dollars (\$9,001.66), payable in advance of the first day of each month during the term set forth in paragraph 2 and during any renewal or extension period. The rent shall be payable without demand at First Home Savings Bank, P. O. Box 807, Mountain Grove, Missouri 65711, or at such other place as Lessor from time to time may designate in writing. In addition, Lessee shall pay as additional rent to Lessor an amount equal to the full amount of the yearly property tax on the premises, said amount to be paid in full with the monthly rent immediately after the taxes are paid by Lessor.

4. UTILITIES.

All utilities including gas, electricity, water, heat, sewer, and every other utility

shall be paid for by Lessee and shall be the sole responsibility of Lessee. Lessee shall pay any connection fee or hook-up charge required to obtain any utility and shall have the utilities placed in the name of Lessee. Lessee shall provide any security or deposits required by any utility.

5. ASSIGNMENT AND SUBLETTING.

This Lease shall not be assigned nor shall the premises or any part thereof be let or sublet by Lessee, or used or permitted to be used for any purpose other than as provided herein without the prior written consent of the Lessor.

6. REPAIRS AND MAINTENANCE.

Lessee shall be responsible for the maintenance and repair of the premises and Lessee shall repair all damage resulting from Lessee's use or occupancy of the premises.

7. ALTERATIONS AND ADDITIONS.

All alterations and additions deemed necessary by Lessee shall be made only with the prior written consent of the Lessor. Any such alterations or additions by Lessee shall be and remain the property of Lessor and be surrendered with the premises as a part thereof on termination of this Lease, except that all fixtures added or installed by Lessee shall be removed and remain the property of the Lessee on termination of this Lease provided that such fixtures can be removed without damaging the premises.

8. **SIGNS AND AWNINGS.**

Lessee covenants and agrees not to affix any awning, or to print or paint any sign upon any part of the premises without the prior written consent of Lessor, and if Lessee, without the written consent of Lessor, shall affix any awning to or place or paint any sign on the premises, or any part thereof, Lessor may at once enter and remove such awnings, or take down, paint out, or obliterate such sign, and repair any damage done, and charge the cost of same to Lessee.

9. **STRUCTURAL CHANGES PROHIBITED.**

Lessee shall not bore, cut into, or otherwise structurally weaken any column, beam, wall, ceiling, floor, or any other part of the premises for any purpose whatsoever without the prior written consent of Lessor. In the event Lessee shall make any structural changes or additions to the premises, or so bore, cut, or structurally weaken any part of the premises, Lessor may at once enter and repair any damage done or replace any parts, and charge the cost of the same to the Lessee.

10. **NUISANCES PROHIBITED.**

Lessee shall keep and preserve the premises free from nuisance, and not use or permit the use of the premises, or any part thereof, for any purpose forbidden by law or by this Lease.

11. **INSPECTIONS.**

Lessor may at all reasonable hours enter upon any part of the premises for the purpose of examining or inspecting the conditions of the demised premises.

12. INSURANCE.

- a) Lessee shall insure the premises during the term of this Lease from loss by fire, wind, hail, and lightning ("casualty loss").
- b) Lessee shall purchase liability insurance in the amount of One Million Dollars (\$1,000,000.00) which shall provide coverage for any injury to any person on the premises leased by Lessee, and for any other liability which may result from Lessees' use or occupancy of the leased premise.

13. DAMAGE TO OR DESTRUCTION OF PREMISES.

If during the term of this Lease any building on the demised premises, or any part of the demised premises, is damaged or destroyed from any cause, then the following provisions shall apply:

- a) If the premises are damaged or partially destroyed, then any insurance proceeds payable for such damage shall be used by Lessor to repair or replace the damaged portion of the premises. If the premises are rendered untenable by Lessee due to such damage or due to the work required to repair such damage, then the rent shall be abated during the time period that the premises are untenable.
- b) If the premises are totally destroyed, then either Lessor or Lessee may, at their option, terminate this Lease by giving the other party written notice thereof within thirty (30) days after such damage. If

either party elects to terminate the Lease, then all duties and obligations of the parties under this Lease shall be immediately canceled.

14. **SURRENDER ON TERMINATION.**

The Lessee shall surrender the premises at the expiration or termination of this Lease and the same shall be in as good a condition as received, ordinary wear and tear excepted.

The parties acknowledge the building to be constructed by Lessor may readily be adapted for use by other private or public businesses or organizations. Lessee agrees that during the final year of this Lease, it will allow other such potential users to inspect the premises for the purpose of evaluating and planning renovations to the building for such alternative uses.

15. **DEFAULT, TERMINATION AND REENTRY BY LESSOR.**

If any default shall be made in the payment of rent or any part thereof at the time provided, or if Lessee shall abandon or vacate the premises, or shall become insolvent, or if Lessee shall default in the performance or observance of any covenant, term or condition herein contained to be performed on Lessee's part, then Lessor may at his election give Lessee thirty (30) days written notice of default. Lessee shall have thirty (30) days after receipt of such written notice to cure the default or to provide adequate assurance to Lessor that Lessee is not in default under this Lease. If Lessee fails to

cure the default within the thirty (30) day period, then Lessor may declare termination of this Lease. Upon termination, Lessor may, with or without demand, reenter and take possession of the demised premises, and Lessee shall peacefully surrender possession thereof to Lessor. Upon taking possession hereunder, Lessor may at his election terminate this Lease by giving Lessee written notice thereof, or Lessor may re-let the premises as an agent for Lessee and pursue all available remedies under this Lease.

16. REQUIREMENTS FOR LEASED PREMISES.

The premises shall, at the time delivered into Lessee's possession, consist of a 32-bed juvenile detention facility which complies with all requirements for such facilities imposed by state, federal, and local laws, rules, or regulations, including the requirements set forth in Missouri Supreme Rule 111.03. In the event the facility tendered by Lessor fails to meet such requirements, then this Lease shall be null and void and the parties shall have no further obligations or duties under this Lease.

17. OWNERSHIP.

Lessor shall retain ownership and title to the leased premises, and shall pay and be responsible for payment of all property taxes and assessments. Lessor shall have the right to sell the leased premises during the term of this Lease, and any purchaser shall be informed of this Lease and take the land subject to this Lease and its provisions.

18. SEVERABILITY.

Should any one or more provisions of this Contract be declared to be invalid, unlawful, or unenforceable in any respect, then such provision shall be severed from this Lease and all of the remaining terms and provisions of this Lease shall remain in full force and effect.

19. COMPLIANCE WITH LAW.

This Lease shall be interpreted in compliance with all requirements and obligations of Missouri law, including, without limitation, the limitation on the indebtedness of Counties and local governments set forth in Article VI, Section 26, of the Missouri Constitution and in the Missouri statutes.

20. EXECUTION IN COUNTERPARTS.

This Lease may be executed in any number of counterparts, by email/pdf or facsimile signatures, all of which shall be an original, but all such counterparts shall together constitute one and the same document and be fully enforceable as though a single copy of this Lease were executed by all parties.

21. TIME IS OF THE ESSENCE.

Time is of the essence under this Lease.

22. NO CONSTRUCTIVE WAIVER.

No waiver of any right to reenter or terminate, by acceptance of rent or otherwise, shall waive any subsequent right to reenter or terminate for subsequent breach of any covenant, term or condition of this Lease; nor shall any consent by Lessor to any assignment or subletting of the premises, or any part thereof, waive any of the covenants, terms or conditions of this Lease, and Paragraph 5 on assignments and subletting shall remain in full force and effect as to all subsequent assignments and sublettings.

23. ATTORNEY FEES.

In the event either of the parties is required to bring an action at law or in equity to enforce the terms of this Lease; then the prevailing party shall be entitled to recover, in addition to any other damages, its reasonable attorney fees (including appellate

fees), as they may be set by the Court in which the original action is brought.

24. CHOICE OF LAW.

This Lease shall be construed, interpreted, and enforced in accordance with the law of the State of Missouri.

25. NOTICES.

Any notices or demand under this Lease shall be given to the other party by personal service, or by registered or certified mail. Such notice shall be addressed to Lessor at: 3290 Highway 95, Mountain Grove, Missouri 65711; or such other address as may be designed by Lessor in writing; and to Lessee at the premises herein leased, or at such other address as Lessee may designate in writing.

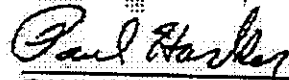
26. DEFINITIONS.

Whenever the term "Lessor" is used herein, it shall be construed to mean and include the heirs, successors, assigns, and personal or legal representatives of Lessor.

The term "Lessee" shall mean and include the successors, assigns, and legal representatives of Lessee.

IN WITNESS WHEREOF, the parties have duly executed the foregoing instrument effective as of the day and year first above written.


LESSOR:

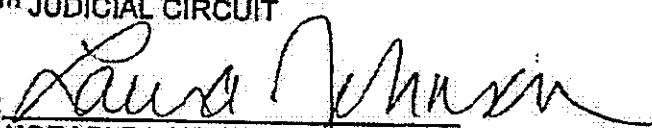


PAUL HARKER

LESSEE:

THE OZARKS REGIONAL JUVENILE
DETENTION DISTRICT

By: 
HONORABLE CRAIG CARTER
PRESIDING CIRCUIT JUDGE
44TH JUDICIAL CIRCUIT

By: 
HONORABLE LAURA JOHNSON
PRESIDING CIRCUIT JUDGE
38TH JUDICIAL CIRCUIT

By: 
HONORABLE TONY WILLIAMS
PRESIDING CIRCUIT JUDGE
46TH JUDICIAL CIRCUIT