

LEASE AGREEMENT

THIS LEASE AGREEMENT made and entered into as of ____, _____, 2017, by and between Lafayette County, Mississippi (the "County") and the City of Oxford, Mississippi (the "City").

WITNESSETH:

WHEREAS, the County is the owner of certain land located on County Road 406, upon which the County intends to construct a court facility to house the Lafayette County Justice Court operations, said land and location and design of the proposed court facility being described in greater detail in the attached Exhibit "A" hereto; and

WHEREAS, the City has heretofore expressed its desire to relocate the City of Oxford Municipal Court operations to said facility, provided that the County undertakes reasonable accommodations for the City's use of the facility as incorporated into the design and construction of the proposed court facility; and

WHEREAS, the County and the City have heretofore agreed on the nature and approximate costs of the court facility requirements required by the City; and

WHEREAS, the County has agreed to lease a certain portion of the court facility to the City for its use for Municipal Court administrative and court proceedings, subject to the City's agreement, inter alia, to reimburse the County for the additional costs incurred by the County in constructing the court facility to accommodate the City's requirements.

NOW, THEREFORE, in consideration of the premises and of the mutual covenants and undertakings herein expressed and the mutual benefit to be realized by the parties pursuant hereto, the County and the City agree as follows:

ARTICLE I REPRESENTATIONS

SECTION 1.1 Representations of the County. The County represents and warrants, as applicable, that:

- a. The County is authorized by the laws of the State of Mississippi to own and lease the described facility and to enter into this Lease and the transactions contemplated herein and to carry out its obligations hereunder, and has been duly authorized to execute, deliver and perform this Lease, and will do or cause to be done all things necessary to preserve and keep this Lease in full force and effect subject to the conditions herein.
- b. Neither the nature of the County, nor any of its activities or properties, nor any relationship between the County and any

other person, is such as to require a consent, approval or authorization of, or filing, registration or qualification with, any governmental body on the part of the County in connection with the execution, delivery and performance of this Lease.

- c. The Lease, when executed and delivered, will constitute legal, valid and binding obligations of the County enforceable in accordance with its terms and provisions.
- d. There are no actions, suits, proceedings, inquiries or investigations pending, or to the knowledge of the County threatened, against or affecting the County in any court or before any governmental authority or arbitration board or tribunal, which involve the possibility of materially and adversely affecting the transactions contemplated by this Lease which, in any way, would adversely affect the validity or enforceability of this Lease, or any agreement or instrument to which the County is a party and which is used or contemplated for use in the consummation of the transactions contemplated hereby or thereby.

SECTION 1.2 Representations of the City with Respect to this Lease. The City represents and warrants that:

- a. The City is a municipal corporation duly organized and existing under the laws of the State of Mississippi and has authority to enter into this Lease and by proper action has duly authorized the execution and delivery of this Lease.
- b. There are no proceedings pending, or to the knowledge of the City threatened, against or affecting the City in any court or before any governmental authority or arbitration board or tribunal which could reasonably be expected to materially and adversely affect the ability of the City to perform its obligations under this Lease.
- c. The execution and delivery by the City of this Lease and compliance by the City with all of the provisions hereof and thereof:
 - i. are within the power of the City;
 - ii. will not conflict with or result in any breach of any of the provisions of, or constitute a default under, or result in the creation of any Lien upon any property

of the County or City under the provisions of, any agreement, charter document or other instrument to which the City is a party or by which it may be bound; and

iii. have been duly authorized by all necessary action on the part of the City.

d. This Lease constitutes a legal, valid, and binding obligation of the City enforceable in accordance with its terms and provisions.

ARTICLE II

LEASE OF DESCRIBED PROPERTY; RENTAL PROVISIONS; TERMINATION

SECTION 2.1 Demise of Described Property. In accordance with the provisions of this Lease, the County agrees to and does hereby lease and hire to the City, and the City agrees to, and does hereby lease, take and hire from the County, the space designated on the attached construction plans for the use of the City of Oxford, Mississippi Municipal Court (approximating 10,000 square feet). It is further understood that the City will have use of, and access to, the common areas depicted in the attached construction plans, including parking, as necessary for the conduct of municipal court operations.

SECTION 2.2 Term. The Initial Term of this Lease shall commence on ____, ____, 2017 and shall terminate at midnight on ____, 2027, unless terminated prior to that date pursuant to other provisions of this Lease. Unless sooner terminated, this Lease shall automatically renew upon the same terms and conditions contained herein for successive one-year terms upon the expiration date of the Initial Term, unless either party provides written notice to the other party at least ninety (90) days prior to the last day of the lease term that this Lease shall terminate on the expiration date of the Initial Term.

SECTION 2.3 Lease and Common Area and Utilities Payments. As the “basic rent” due the County, the City agrees to reimburse the County for the costs of the additional court facilities required by the City, being \$850,000 (Eight Hundred Fifty Thousand Dollars) (the “amortized amount”) , said amount to be amortized by the payment of ten annual installments in the amount of \$85,000 (Eighty Five Thousand Dollars) payable on July 1 of each year of the initial lease term, with the first payment due July 1, 2017. It further understood that the Amortized Amount may be defrayed by the value of the City’s in-kind provision and installation of municipal sewer facilities servicing the property and buildings owned by the County and located on County Road 406. The amount of the annual lease payments due in any renewal term will be based on the fair market value of the leased space as mutually agreed by the parties prior to the commencement of any renewal term. In addition to the obligation to make annual lease payments, the City will also reimburse the County the sum of \$9,660.00 being the estimated annual maintenance and utilities cost of the dedicated municipal court area and the pro rata

common area maintenance and utilities costs of the facility, to be paid on an annual basis at the time the lease payment is due .

SECTION 2.4 Termination. It is agreed that subject to the terms of this Lease, either party may terminate this Lease upon written notice, which termination will become effective ninety (90) days after receipt of notice by the other party, provided, however, that the County will not terminate this Lease during the initial term except in the event the City is in material breach of the terms of this Lease. However, in the event the City terminates this lease prior to the expiration of the initial term, the City agrees to accelerate and tender payment to the County upon the County's demand the remaining Amortized Amount due under the remaining initial term.

SECTION 2.6 Delivery at End of Lease. On the expiration of this Lease, or any renewal hereof, Lessee's access to the leased premises will cease.

ARTICLE III SPECIAL COVENANTS

SECTION 3.1 Mutual Covenants. The parties agree that neither is the agent nor principal of the other with regard to the lease and operation of the subject premises and acknowledge, therefore, that neither shall be liable for any claim asserted by or on behalf of any person, firm or corporation arising out of the use or operation of the leased premises, including specifically Federal and State laws, rules and regulations, for the other's use, conduct or management of, or from any work or thing done by the other in connection with the operation of the leased premises during the Lease Term, including:

- a. any condition, omission, act of negligence and use of the leased premises not attributable to the that party,

The provisions of this Section shall survive the termination of this Lease.

SECTION 3.2 Maintenance of Premises. The County agrees to provide all maintenance, upkeep and cleaning services for the lease premises (common area maintenance) during the term of the lease.

SECTION 3.3 Statement of Non-Agency. The parties hereto agree and represent that the City (and the intended municipal court operations) is not affiliated with nor is it a subdivision of the County and, further, the County plays no role in the manner in which the City may use the leased premises or otherwise conduct the intended operations.

SECTION 3.4 Secured Premises and Court Security Services. The parties agree that the court facilities dedicated for the City's exclusive use for the Municipal Court operations (Municipal Court Clerk's and Judge's Offices) will be separately secured and controlled by Municipal Court staff and the court facilities dedicated for the County's exclusive use for the Justice Court operations will be separately secured and controlled by Justice Court staff. It is further agreed that

all security required for active Municipal Court operations will be the responsibility of the City.

ARTICLE IV ASSIGNMENT OR SUBLEASE

SECTION 4.1 Assignment or Sublease. The City may not assign this Lease, either directly or indirectly or by transfer of any interest therein, equitable transfer, or otherwise or enter into any sub-lease, without the prior written consent of the County.

ARTICLE V MISCELLANEOUS

SECTION 5.1 Notices. All notices, demands and requests which may or are required to be given by either party to the other or to the State shall be in writing, and each shall be deemed to have been properly given when served personally on an executive officer of the party to whom such notice is to be given, when sent by courier receipt requested, or when sent postage prepaid by first class mail, registered or certified, return receipt requested, on the third (3rd) business day following deposit thereof, by deposit thereof in a duly constituted United States Post Office or branch thereof located in one of the states of the United States of America in a sealed envelope addressed as follows:

If intended for the County:

President
Lafayette County Board of Supervisors
300 North Lamar
P.O. Box 1240
Oxford, MS 38655

If intended for the City of Oxford, Mississippi:

Mayor
City of Oxford, Mississippi
107 Courthouse Square
Oxford, Mississippi 38655

with a copy to:

The City and the County may, by notice given hereunder, designate any further or different addresses to which subsequent notices, certificates or other communications shall be sent.

SECTION 5.2 Severability. If any clause, provision or section of this Lease be ruled invalid by any court of competent jurisdiction, the invalidity of such clause, provision or section shall not affect any of the remaining provisions hereof.

SECTION 5.3 Amendments. The County and the City may enter into mutually acceptable amendments to this Lease.

SECTION 5.4 Effective Date; Counterparts. This Lease shall become effective upon its delivery. It may be executed simultaneously in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

SECTION 5.5 Third Party Beneficiaries. This Lease has been entered into by the County and the Center and no other person other than the foregoing County and their respective successors and assigns and the Center and its respective successors and assigns shall acquire or have any rights under or by virtue of this Agreement, except as otherwise expressly provided for herein.

SECTION 5.6 Law Governing. This Lease shall be governed by and construed in accordance with the laws of the State of Mississippi.

SECTION 5.7 Binding Effect. This Lease shall inure to the benefit of the County and the City, and their respective successors and assigns and shall be binding upon the County and the City, and their respective successors and assigns.

SECTION 5.8 Headings. The headings of provisions of this Lease are inserted for convenience only and shall not be deemed to constitute a part of this Lease.

IN WITNESS WHEREOF, the County and the City have caused this Lease to be executed in their respective names and with their respective seals to be hereunto affixed and attested by their duly authorized officers, and the County and the City have caused this Lease to be dated as of the date first above written, although actually executed on the dates specified in their respective acknowledgments hereto.

Lafayette County, Mississippi
(As Owner of the Leased Premises Site and Lessor)

[SEAL]

BY: _____
Jeff Busby
TITLE: President

ATTEST:

By: _____
Sherry J. Wall

Title: Secretary

City of Oxford, Mississippi
(As Lessee)

[SEAL]
ATTEST:

BY: _____
George (Pat) Patterson
TITLE: Mayor

By: _____
Title: Clerk

STATE OF MISSISSIPPI

COUNTY OF LAFAYETTE

Personally appeared before me, the undersigned authority in and for the jurisdiction aforesaid, the within-named JEFF BUSBY and SHERRY J. WALL, who acknowledged to me that they are the President and Secretary, respectively, of the Lafayette County Board of Supervisors (the "County"), and that for and on behalf of the County, and as their act and deed, they signed, sealed and delivered the above and foregoing instrument on the day and in the year therein mentioned, being first duly authorized so to do by the Lafayette County Board of Supervisors.

GIVEN UNDER MY HAND AND OFFICIAL SEAL, the ____ day of _____, 2017.

NOTARY PUBLIC

My Commission Expires:

STATE OF MISSISSIPPI

COUNTY OF LAFAYETTE

Personally appeared before me, the undersigned authority in and for the jurisdiction aforesaid, the within named GEORGE "PAT" PATTERSON and _____, who acknowledged to me that they are the Mayor and Clerk, respectively, of the City of Oxford, Mississippi and that for and on behalf of the City of Oxford and as its act and deed, they signed, sealed and delivered the foregoing instrument on the day and in the year therein mentioned, after being first duly authorized so to do by the Board of Aldermen of the City of Oxford, Mississippi.

GIVEN UNDER MY HAND AND OFFICIAL SEAL, the ____ day of _____, 2017.

NOTARY PUBLIC

My Commission Expires:

