

## **LEASE AGREEMENT**

THIS LEASE AGREEMENT, entered into on the date described below, between **MADISON COUNTY, MISSISSIPPI**, whose address is Post Office Box 608, Canton, Mississippi 39046, hereinafter "Tenant," and **EDWARD C. JOHNSON**, hereinafter "Landlord."

### **WITNESSETH**

#### **1. PREMISES:**

Landlord leases to Tenant those premises situated in Madison County, Mississippi, being otherwise described as follows, to wit:

SEE EXHIBIT "A" FOR DESCRIPTION OF PROPERTY HEREIN LEASED

#### **2. TERM:**

The term shall be a period commencing on the 1<sup>st</sup> day of January, 2020, and expiring at midnight on the 31<sup>st</sup> day of December, 2023.

#### **3. RENT:**

At the commencement of the term of the Lease, Tenant agrees to many and all renovations/improvements to the above described property for general county purposes, including, but not limited to use as a transfer station for the Solid Waste Department of Madison County, Mississippi. Tenant agrees to pay the Landlord a monthly lease payment of Six Hundred Dollars (\$600.00) due and payable on the fifteenth day of each month.

#### **4. TENANT APPROVAL:**

The Tenant, through the action of the Madison County Board of Supervisors, has adopted a Resolution authorizing the President, to execute this document.

#### **5. UTILITIES:**

Tenant shall pay deposits and all charges for heat, light, water and all other utility services used in or supplied to any part of the premises and will be responsible and pay all utility bills in connection with the operation of said property. Tenant will provide, at its expense, any utility lines or facilities which may be required for Tenant's operations on said property.

#### **6. AD VALOREM TAXES:**

All ad valorem taxes on the real property in regard to the leased premises shall be paid by Landlord.

#### **7. USE OF PREMISES:**

Tenant shall use the premises for general County purposes, including, but not limited to, use as a transfer station for the Madison County Solid Waste Department.

## **8. REPAIRS:**

Landlord desires that the physical appearance of the building and grounds be maintained in a neat and clean condition. Tenant shall maintain and keep the appearance of any buildings and ground in such condition throughout the term hereof, to include land, exteriors of buildings, the grounds, etc., and all other exterior improvements, in said neat and clean condition.

## **9. IMPROVEMENTS AND ALTERATIONS BY TENANT:**

Tenant may make, at its own expense, such improvements or alterations as it may deem necessary or desirable, provided Tenant will hold Landlord harmless from any liens arising there from and pay any taxes attributable thereto, subject to the right of Landlord to review and approve any plans and specifications prior to commencement of construction in regard to any improvement or alteration. Landlord agrees to specify any objections on a timely basis and agrees not to unreasonably withhold its permission for said improvements or alterations by Tenant.

## **10. INSURANCE:**

Tenant shall maintain liability insurance, which is acceptable to Landlord during term of this Lease. Tenant shall also maintain hazard insurance, insuring against the loss by fire, windstorm, etc. on all contents. All premiums shall be paid by the Tenant when due. Tenant shall provide Landlord with certificates of insurance evidencing said coverage.

## **11. INDEMNITY:**

Tenant agrees to hold harmless, indemnify and defend Landlord, and its respective agents, representatives, successors and assigns, from any and all liability, claims, demands, suits, costs, expenses (including reasonable attorney's fees), actions and causes of action of every kind and nature whatsoever which may arise by reason of any injury or death to any person or persons, or by reason of any damages to the property of any person or persons, including without limitation, Landlord and Landlord's licensees, invitees, agents or employees which may in any way arise or result from, or be connected with, activities conducted on the subject property under the actual authority of this Lease, which arise or accrue after the effective date of this Lease.

## **12. DESTRUCTION OF PREMISES:**

If, after Landlord delivers possession, the premises shall be destroyed totally or in part by fire, windstorm or other hazard, or suffer damage, Landlord shall have the option to terminate this Lease.

## **13. RISK OF LOSS FROM FIRE AND OTHER PERILS:**

Notwithstanding any provision of this Lease to the contrary, Landlord shall not be liable for loss or damage to the Tenant's property caused by fire or any other risks.

#### **14. ASSIGNMENT AND SUBLETTING:**

Tenant may not assign this Lease or sublet all or part of the premises without prior written notice to Landlord. However, Tenant shall remain liable under its obligations herein to the end of the term of this Lease and any extension thereof.

#### **15. REMOVAL OF TENANT'S PROPERTY:**

Furnishings and equipment installed on the premises at the expense of the Tenant shall at all times be and remain the property of the Tenant, subject however, to a lien for rents and other obligations under this Lease. At the conclusion of the initial term of this Lease or at the expiration of any extension of said term, Tenant shall have the right to remove furnishings and equipment, so long as the real property is returned to the Landlord in a condition similar to as it currently exists, with reasonable wear and tear excepted. In other words, Tenant shall restore the property to the manner in which it exists as of the commencement of this Lease. Tenant's right to remove said furnishings and equipment of the Lease term, or its extension, and shall thereafter terminate and all furnishings and equipment remaining thereafter, shall become property of Landlord and its assigns.

#### **16. INSPECTION AND SHOWING OF PREMISES:**

Tenant shall permit Landlord to enter the premises at reasonable times for the purpose of inspecting and repairing the premises and ascertaining compliance with the provisions hereof by Tenant. In the event Tenant fails or refuses to make repairs or perform maintenance requested by Landlord in writing, Landlord shall have the right to enter the premises at any and all times to make said repairs or to perform said maintenance or to terminate this Lease.

#### **17. SIGNS:**

Tenant shall have the right to maintain signs on the premises subject to the approval of Landlord and the local governing body.

#### **18. DEFAULT:**

Landlord may terminate this Lease on at least thirty (30) days' notice if any of the following events of default is not cured before the effective date of such notice: Tenant files or has filed against it a petition under the bankruptcy laws, making of an assignment for the benefit of creditors, being adjudicated insolvent, having a Receiver appointed for Tenant or a judicial attachment of all or substantially all of its assets, or any breach of the terms and conditions of this Lease (including, but not limited to paragraph no. 7 hereof). Tenant shall also be in default of this Lease Agreement should its status as a non-profit corporation change to that of a full profit corporation. Landlord shall be reimbursed for all reasonable costs (including attorney's fees) incurred in seeking to collect sums due under and to enforce provisions of this Lease.

#### **19. ENVIRONMENTAL:**

Tenant shall have total responsibility and liability for any and all environmental conditions created by Tenant in violation of any local, state or federal law, statute, rule, regulation, etc., which conditions are created during the term of the Lease Agreement, and any extension period of any holdover period. Tenant shall have total responsibilities for any cleanup, which may be required in regard hereto, and Tenant shall indemnify and hold harmless the Landlord from any and all

costs incurred as a result of such environmental conditions created by Tenant, which arise during the term of this Lease or extension thereof, and thereafter as long as said condition exists.

**20. WAIVER:**

The failure to exercise any right or insist upon strict adherence to any covenant, condition, provision or warranty in any one or more instances shall not be construed as a waiver of the right to require strict performance in the future, or as relinquishment of such covenant, condition, provision or warranty.

**21. AMENDMENT OR MODIFICATION:**

All terms, understandings and agreements binding upon Landlord or Tenant are herein set forth; and this Lease Agreement shall not be amended or modified, except in writing, signed by both of the parties hereto.

**22. NOTICES:**

Except where otherwise provided, notices shall be in writing and shall be effective when mailed, postage prepaid, certified mail to the parties at their respective addresses shown above. Either party may change its address by written notice to the other party.

**23. POSSESSION:**

Landlord shall deliver actual possession and use of the entire premises on the date of this Lease Agreement.

IN WITNESS WHEREOF, the parties hereto have caused this Lease Agreement to be executed, on this the 1st of January 2020.

**LANDLORD:  
EDWARD C. JOHNSON**

  
Edward C. Johnson

**TENANT:  
MADISON COUNTY, MISSISSIPPI**

\_\_\_\_\_  
Gerald Steen, President  
Madison County Board of Supervisors

**STATE OF MISSISSIPPI  
COUNTY OF \_\_\_\_\_**

PERSONALLY APPEARED BEFORE ME, the undersigned authority in and for the said county and state, on this the \_\_\_\_ day of \_\_\_\_\_, 20\_\_, within my jurisdiction, the within named Trey Baxter, who is the President of the Madison County Board of Supervisors of Madison County, Mississippi, and as such, he did sign and deliver the above and foregoing instrument on the date and for the purposes as therein stated in the name of, for and on behalf of Madison County, Mississippi, he being first duly authorized so to do.

\_\_\_\_\_  
**NOTARY PUBLIC**

MY COMMISSION EXPIRES:

\_\_\_\_\_

(SEAL)

**STATE OF MISSISSIPPI  
COUNTY OF \_\_\_\_\_**

PERSONALLY APPEARED BEFORE ME, the undersigned authority in and for the said county and state, on this the \_\_\_\_ day of \_\_\_\_\_, 20\_\_, within my jurisdiction, the within named EDWARD C. JOHNSON, who acknowledged that he did execute the above and foregoing instrument on the date and year therein stated.

\_\_\_\_\_  
**NOTARY PUBLIC**

MY COMMISSION EXPIRES:

\_\_\_\_\_

(SEAL)