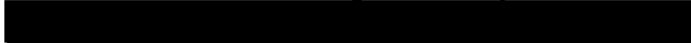


Lease

This lease made this 2 day of, MAY between the Clay County Commission, herein after designated as Lessor, and BRAO GARRETT, hereinafter designated as Lessee.

IN CONSIDERATION OF THE COVENANTS AND AGREEMENTS herein expressed and of the faithful performance by the Lessee of all such covenants and agreements, the Lessor does hereby lease the Lessee for valuable consideration the following described premises, to wit:



Existing apartment/house located at the address set forth on Exhibit A.

The Lessor reserves the right, however, to terminate this Lease on the last day of any month hereof giving one (1) month prior notice in writing. Lessee can terminate this lease on the last day of any month hereof giving one (1) month prior notice in writing.

The Lessor and the Lessee, in consideration of the premises and agreements herein contained do hereby covenant as follows:

1. Lessee's entry into possession of the leased premises shall be conclusive evidence that the leased premises and the building of which it forms a part are in good and satisfactory order and repair at such time. It is agreed that there have been no promises to decorate, alter, repair, or improve the premises, except as are set forth herein. In no event shall the Lessor be liable for any defect in said property or for any limitation on its use.
2. County properties are to be **"Smoke and Tobacco Use Free"** (Clay County Ordinance 2008-ORD-07). Smoking and the use of Tobacco products is prohibited within the building structure. If the property is a Smithville Lake property, smoking is allowed outside the structure but the area is to be maintained free of cigarette butts, "spit" receptacles and other "litter" related to tobacco use. If the property is a Historic Sites property, smoking is also not allowed outside the property.
3. If the property is located within the lease boundaries of Smithville Lake, this lease is subject to the terms and conditions of the Corps of Engineers Lease DACW41-1-84-354, Smithville Lake, Missouri.
4. If the property is located within the lease boundaries of Smithville Lake, the term of this agreement may not exceed the term of the Corps of Engineers Lease DACW41-1-84-354, Smithville Lake, Missouri.
5. The leased premises shall be occupied only by the Lessee, legal spouse of the Lessee, and legally dependent children of the Lessee, strictly as a private dwelling and for on-site security. No commercial endeavor nor any illegal or immoral business or

purpose shall be allowed upon the premises. No activity which would constitute a nuisance shall be allowed upon the premises.

6. The Lessee shall not sublet or assign or offer to sublet or assign the leased premises to any person.
7. All alterations, additions, or improvements upon the leased premises can only be made with the Lessor's prior written consent. All such alterations, additions, or improvements made by either party shall become the property of the Lessor and shall become and remain a part of the leased premises and be surrendered with the premises at the end of the term of this lease. This includes specifically but not limited to locks and bolts, towel bars and racks, and all fixtures.
8. The Lessee will not use or maintain any wood burning stoves on historic properties.
9. The Lessee agrees to keep and maintain the premises in as good condition as at the present and free from debris, danger of fire, or any nuisances and to commit no acts of destruction, or other acts tending to injure or deface the property or which may invalidate the insurance on the premises or increase the rate thereon and that at the expiration of this Lease, to deliver the same to Lessor in as good condition as when they received the same, ordinary wear and tear excepted.
10. Treatment for the removal of infestations of the residence by insects, fleas and/or ticks will be the responsibility of the Lessee. If the Lessor has to have the premises treated to remove an infestation after the Lessee moves out, the Lessee will be invoiced for the cost of the treatment.
11. Lessor or its representatives may enter the leased property at any reasonable time and without notice for the purpose of inspecting the residence and property for conformance to this Lease, performing any work, repairs, alterations, improvements, or additions as the Lessor may deem necessary or desirable, or when it becomes necessary for the protection of the property.
12. Lessee shall be responsible for the payment of all utilities, as described in Exhibit B. Lessee shall be responsible for a monthly utility payment based on resident location. The utility payment is to cover basic telephone, water, electricity, and propane service. Meters to be installed where possible.
13. The Lessor shall maintain insurance coverage on the property for loss or destruction of the structures. The Lessee shall keep the leased apartment/house insured throughout the term of the Lease against all claims for personal injury or property damage under a policy of general liability insurance and shall also maintain insurance on their contents of the apartment/house. The Lessee shall maintain said insurance at such limits as normal homeowner's liability shall require and shall furnish proof of such insurance before occupying and annually on the anniversary date of the lease approval by the Lessor.

14. If the premises shall be destroyed or so damaged by fire or other casualty so as to become untenable, either permanently or for a period of time, the Lessor may terminate this Lease immediately by written notice. In no event shall the Lessor be responsible for finding or providing other living arrangements or quarters for Lessee.
15. The Lessee shall not: hunt or trap or allow hunting or trapping on the premises; conduct mining operations; remove sand, gravel or kindred substance from the ground; commit waste of any kind; in any manner, substantially change the contour of condition of the premises except normal landscaping as approved by the Lessor.
16. The Lessor Agrees to provide and perform the following:
 - A. Exterior, interior, and structural maintenance, repair, and painting to all structures. (The Lessee may be asked to assist the Park Maintenance Staff with the maintenance related activities).
 - B. Maintenance and repair of heating, plumbing, and electrical systems.
 - C. Tools, equipment, supplies, and materials for general maintenance and/or improvements including but not limited to grounds maintenance, fencing, landscaping, and decorating, filter cleaning and replacement, and such other items as the Lessor shall agree to.
 - D. Facility renovations or additions as agreed to by the Lessor.
17. The Lessor shall provide mowing equipment for the Lessee to mow the leased property. The Lessee shall maintain the grass height at the same height as other regularly maintained areas of the Park. The Lessee shall remove or pile brush and tree limbs for later removal or burning when limbs or trees fall.
18. At the expiration of the term hereby created, at the termination of the employment of the Lessee with the Lessor, or upon Lessee's breach of any of the covenants and agreements herein contained, or if the leased property shall be deemed deserted or vacated, this agreement and Lease, if the Lessor so elects, shall thereupon become null and void and the Lessor shall have the right to re-enter or repossess the leased property either by force, summary or other legal proceedings, surrender or otherwise, and dispossess and remove therefrom the Lessee or other occupants thereof, and their affects, without being liable to any prosecution or legal action therefore, and the Lessee agrees to deliver the same without process of law. The Lessee will pay to the Lessor any attorney fees or court costs incurred by means of default of any provision of this lease.
19. The Lessee shall be required to act as the management agent for any wildlife areas, ponds, or other natural preservation areas located within the leased premises. The

Lessee shall exercise controls consistent with proper management for the protection of these areas. Such controls shall be consistent with normal farm practices.

20. The Lessee agrees to provide the services detailed in Exhibit B in return for their residency in the structure without further compensation.
21. The Lessor shall retain the right to utilize the property contained with this lease for official needs.
22. The Lessee will pay and satisfy any Federal or State income taxes, penalties and/or interest incurred by reason of this lease and will indemnify and save the Lessor harmless therefore.
23. If the property is a Historic Sites property, there shall be no pets of any kind.
24. Notwithstanding the above agreements, the parties agree that this Lease shall terminate immediately, and without notice, upon the termination of Lessee's employment with Clay County, Missouri. The parties expressly agree that Lessor's obligations, and Lessee's rights, herein are conditioned upon Lessee's continued employment with Clay County, Missouri. This lease agreement does not constitute a contract for employment with Clay County, Missouri and all of Lessee's obligations herein constitute Lessee's consideration for the possession, use and enjoyment of the premises herein. If the lease is terminated under this provision the Parties agree Lessee shall have 30 days from the date of termination to vacate the premises.

IN WITNESS WHEREOF, the said parties have hereunto set their hands and seals the day and year first above written.

Lessee:

CLAY COUNTY, MISSOURI

By:

Brock Herrett

Dean Brookshier

Dean Brookshier
County Administrator

Exhibit A



Exhibit B

Utility Payments

Lessee shall be responsible for all utility payments, including payments to the lessor for any estimated usage.

Estimated Usage Water

In the event utility meters are installed, occupants will pay for actual usage.

Other Responsibilities of Lessee

- A. To respond to routine operational problems and provide assistance when on the premises, no less than 6 months "on call" service to the Park.
- B. To provide visual security to the property surrounding the residence on the premises.