

LEASE AGREEMENT

This lease agreement, made and entered into this 13th day of September, 2004, by and between the City of Lawrence, Kansas, a municipal corporation (hereinafter referred to as "The City"), and Jennifer States, (hereinafter referred to as "Lessee").

WHEREAS, the City owns real estate legally described as:

Lot 2 of Jamison Addition, an addition to the City of Lawrence, in that part of the City known as North Lawrence, in Lawrence, Douglas County, Kansas; and

WHEREAS, the real estate described above is located adjacent to real estate owned and occupied by Lessee; and

WHEREAS, the City desires to lease to Lessee and the Lessee desires to lease from the City, upon the terms, conditions and covenants and for the consideration hereinafter provided, the real estate described above; and

NOW, THEREFORE, it is understood and agreed by the parties hereto that:

1. **LEASED PREMISES.** In consideration of the rents, covenants, and agreements herein contained, the City does hereby lease to the Lessee and Lessee does hereby lease from the City the real estate legally described above and commonly known as 234 North Eighth Street, in Lawrence, Douglas County, Kansas.

2. **RENT.** In consideration of the leasing of said real estate, Lessee hereby agrees to pay the City the amount of One Hundred and No/100 Dollars (\$100.00) per year, due not later than January 10th of each year.

3. **TERM.** This lease agreement shall commence on the date this agreement is executed and shall terminate on December 31, 2008.

4. **OPTION TO RENEW.** The City and Lessee covenant and agree that Lessee may negotiate with the City to extend this Lease upon terms and conditions agreed upon by the parties. Should Lessee desire to negotiate for an extension or renewal of the lease provisions beyond its stated period, it shall be the responsibility of the Lessee to initiate contact with the City on or before October 15th, 2008 to ascertain the City's willingness to negotiate an extension or renewal of the lease.

5. **TERMINATION AND REMOVAL OF LESSEE'S PROPERTY.** Upon the expiration or the sooner termination of this Lease, Lessee shall quit and surrender the leased premises in as good a condition as it was in prior to commencement of this Lease Agreement. Upon the expiration or sooner termination

of this Lease, all improvements to the leased premises shall, at the City's option, be removed by Lessee.

6. USE OF LEASED PREMISES. Lessee shall have the right to:

- a. The right of ingress and egress from the leased premises;
- b. The right to use the leased premises for family leisure and recreational activities, except that overnight camping on the property is not permitted;
- c. The right to plant a vegetable garden on the leased premises;
- d. Said property is not to be used for any purposes other than those authorized by this lease agreement, without the prior written consent of Lessor.

7. FLOOD PLAIN. Lessee understands that the leased premises is located within the flood plain. Lessee shall take no action which will impede the flow of storm water across the leased premises.

8. MAINTENANCE OF LEASED PREMISES AND IMPROVEMENTS THERETO. It further understood and agreed that the Lessee shall be solely responsible for the care, maintenance and upkeep of the lease premises, including all improvements thereto, appurtenances thereon, and the grounds of the leased premises. Lessee shall keep the leased premises, and all improvements thereto, in a good state of repair and shall dispose of all debris and other waste matter which shall accumulate thereon.

9. SIGNS OR ADVERTISING MATERIALS. Lessee agrees that no signs or advertising materials shall be placed or erected upon the leased premises without prior consent of Lessor.

10. MECHANIC'S LIENS. Lessee shall not permit any liens to stand against the Premises for any labor or materials furnished to Lessees.

11. UTILITIES. Lessee understands and agrees that Lessor shall provide no utilities to the leased premises.

12. RESERVED RIGHTS OF LESSOR.

- a. Lessor reserves the right to prevent Lessee from erecting, or permitting to be erected, any building or other structure on the property.
- b. Lessor reserves the right to enter upon the leased premises, with reasonable notice to Lessee, at any reasonable time for the purpose of making

any inspection it may deem expedient to the proper enforcement of any of the covenants or conditions of this lease agreement.

13. INDEMNITY. Lessee agrees to hold Lessor, its agents, officials and employees free and harmless, and indemnify Lessor from loss from each and every suit, liability, expense, damage or claim, or demand of whatever nature, made on behalf of or by any person or persons, for any wrongful act or omission on the part of Lessee.

14. DEFAULT BY LESSEE. If Lessee violates any of the terms of this lease, or shall fail to keep any of its covenants after written notice of such violation and reasonable time thereafter to correct the same, Lessor may, on thirty (30) days written notice, terminate this lease. Thereafter, Lessee shall have ten (10) days to vacate the premises and twenty (20) days to restore the property to the condition it was in prior to the commencement of this Lease Agreement.

15. TERMINATION. Either party may terminate this lease by providing 30 days written notice to the other party.

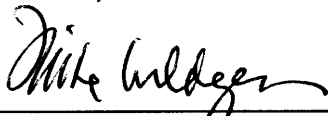
16. ASSIGNMENT. Lessee shall not, at any time during the term of this lease or any renewal or extension thereof, in any manner either directly or indirectly, assign, sublease or transfer any interest in this lease without the prior written consent of Lessor.

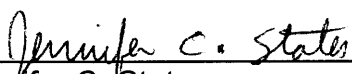
17. BINDING AGREEMENT. This agreement shall extend and be binding upon the successors and assigns of the parties hereto.

18. ENTIRE AGREEMENT. This lease agreement contains the entire agreement between the parties and no modifications of this lease shall be binding upon the parties unless otherwise evidenced by an agreement in writing signed by the Lessor and Lessee after the date hereof.

IN WITNESS WHEREOF, the parties hereto have duly executed this Lease the day and year first above written.

City of Lawrence, Kansas

By 
Mike Wildgen, City Manager
"LESSOR"


Jennifer C. States
"LESSEE"