

LEASE AGREEMENT

Between

THE CITY OF COLUMBIA, MISSOURI

And

LOVE COLUMBIA CORP.

THIS AGREEMENT by and between the City of Columbia, Missouri, a municipal corporation (hereinafter "**City**"), and Love Columbia Corp., a nonprofit corporation organized in the State of Missouri, and with authority to transact business within the State of Missouri, (hereinafter "**Lessee**"), is entered into on the date of the last signatory below ("**Effective Date**"). **City** and **Lessee** are each individually referred to herein as a "**Party**" and collectively as the "**Parties**".

WITNESSETH:

WHEREAS, City is the owner of real property located at 200 N. Garth Street, Columbia, Missouri together with all fixtures and improvements (the "Premises" or "leased Premises");

WHEREAS, the Premises is currently improved with a single-family residential structure that would require rehabilitation prior to being habitable;

WHEREAS, Lessee is a nonprofit organization that, among other things, operates a homeowner readiness residential program and desires to renovate the residential structure on the Premises for use as a single-family transitional housing residence for participants in its homeowner readiness residential program;

WHEREAS, City desires to lease the premises to Lessee for the use of Lessee's homeowner readiness residential program; and

WHEREAS, Lessee and City wish to enter into this lease pursuant to the terms and conditions set forth herein.

NOW, THEREFORE, in consideration of the mutual covenants herein set forth, the Parties agree to the following:

1. Leased Premises; Common Names and Address

- a. Premises. City hereby leases to Lessee, and Lessee leases from City, that certain real property commonly known as 200 N. Garth, Columbia, Missouri, together with all improvements thereon and appurtenances thereto, and as more particularly described on **Exhibit A** attached hereto and incorporated herein by this reference (the "Premises" or "leased Premises").
- b. Condition of Title and Survey. The Premises shall be leased subject to all matters of record, including easements, covenants, restrictions, rights-of-way, and applicable laws, ordinances, and regulations. At Lessee's option and expense, Lessee may obtain a survey; any title or survey objections shall not obligate City to cure.

2. **Term; Pricing.**

- a. **Initial Term.** The initial term of this Agreement, and the lease of the property as described herein, shall commence on the effective date of this Agreement (the "Commencement Date"). The initial term of this Agreement shall be for fifteen (15) years. Thereafter, the term of this Agreement may renew for up to four (4) successive one (1) year terms upon agreement of the Parties. The total term of this Agreement shall not exceed nineteen (19) years. If a Party does not wish to renew, the Party shall provide written notice to the other Party at least sixty (60) days in advance of the end of the then existing term that it does not wish to renew the term of this Agreement.
- b. **Pricing Initial Term.** For the initial term of this Agreement, and as material consideration for Lessee's renovation obligations set forth below, both Parties agree Lessee shall have a rent-free period commencing on the Commencement Date and continuing for the period of the initial term, during which Lessee shall not be obligated to pay rent for the Premises.
- c. **Pricing Renewal Term.** For any renewal term agreed to by both Parties, and as continued consideration for Lessee's renovation obligations set forth below, both Parties agree Lessee shall have a rent-free period commencing at the start of the renewal term and continuing for the period of the renewal term, during which Lessee shall not be obligated to pay rent for the Premises.

3. **Use of Property.** City hereby grants Lessee the privilege of using the Premises, identified in **Exhibit A**, for the purpose of renovating the existing structure on the Premises and operating a single-family transitional housing residence designed specifically for first-time home buyers earning approximately 65-80% of the area median income as part of Lessee's homeowner readiness residential program as determined by Lessee. Lessee will provide program participants with homeowner-readiness training, financial coaching and savings support.

4. **Use; Compliance; As-Is Condition.**

- a. **Permitted Use.** Lessee shall use the Premises solely for Lessee's homeowner readiness residential program and for no other purpose without City's prior written consent, which consent may be granted, conditioned, or withheld in City's reasonable discretion.
- b. **Compliance with Laws.** Lessee, at its sole cost, shall comply with all applicable federal, state, and local laws, ordinances, regulations, and orders, including building, zoning, fire, health, accessibility, and environmental laws, applicable to the Premises and Lessee's use thereof.
- c. **As-Is Acceptance.** Lessee acknowledges that it has inspected, or had the opportunity to inspect, the Premises and, except for City's tree removal obligation set forth in section 8. below, accepts the Premises in its existing, "AS IS," "WHERE IS," and "WITH ALL FAULTS" condition as of the Commencement Date, with no representation or warranty of any kind, express or implied, by City as to condition, suitability, habitability, or fitness for any particular purpose.

5. Lessee's Duties and Responsibilities.

- a. Lessee's Responsibilities. Throughout the Term, at its sole cost and expense, Lessee shall: (a) comply with the renovation obligations in Section 7., below; (b) maintain, service, and keep the Premises, including the structure, interior and exterior, roof, structural components, mechanical, electrical, plumbing, fire/life safety systems, and driveway, parking and sidewalk areas, in good order, condition, and repair; (c) perform all routine and preventive maintenance; (d) promptly make all non-structural and structural repairs as necessary; and (e) maintain all utility systems serving the Premises.
- b. Lawn and Tree Care. Lessee shall be solely responsible for lawn, landscaping, and tree care, including mowing, trimming, pruning, removal of debris, and compliance with all nuisance ordinances.
- c. Waste. Lessee shall keep the Premises clean and free of refuse, using code-compliant containers and lawful disposal methods.
- d. City Obligations. Except as expressly provided in Section 8, below, City shall have no obligation to maintain, repair, or replace any portion of the Premises or any building systems.
- e. Surrender. Upon expiration or earlier termination, Lessee shall surrender the Premises in the same or better condition as received, ordinary wear and tear excepted, and shall remove Lessee's personal property and trade fixtures, repair any damage from such removal, and deliver all keys and access devices to City.
- f. Utilities. Lessee shall promptly arrange for and pay all charges for water, sewer, electricity, gas, telecommunications, internet, refuse, stormwater, and any other utilities or services used at or supplied to the Premises, including any connection, meter, tap, or impact fees if applicable.
- g. Lessee shall not do or suffer any waste or damage to the Premises.
- h. Lessee shall not use the Premises in a manner that would violate any federal, state, and/or local law, ordinance, rule or regulation.
- i. Structures. Lessee agrees to maintain all fixtures and improvements of the Premises in good condition at all times during the term of this lease. Lessee further agrees that upon the expiration of the total term of this Agreement, any structures shall be returned to the City in good condition. Lessee agrees to protect and hold harmless City from any loss or damage, including attorney's fees, arising out of any claim or suit filed against City by persons on account of Lessee's failure to maintain said structures in good condition at all times during the term of the lease.
- j. Lessee shall not cause or permit any lien or encumbrance to attach to or be placed upon the City's title or interest in the Premises.
- k. In the event any person or corporation shall attempt to assess a Mechanic's Lien against the leased Premises, Lessee shall hold City harmless from such claim, including the cost of defense.
- l. Lessee shall not make any alterations, additions, or improvements to the Premises without the prior written consent of the City except the Renovations as described below.

- m. Lessee shall not enroll the Premises in any federal, state, or local government program without the prior written consent of the City.

6. Rent Abatement.

- a. Rent Abatement. Notwithstanding anything to the contrary in this Agreement, Lessee shall have a rent-free period commencing on the Commencement Date and continuing for the period of the initial term, during which Lessee shall not be obligated to pay rent for the Premises.
- b. Renewal Terms. For any renewal term agreed to by both parties, Lessee shall have a rent-free period commencing at the start of the renewal term and continuing for the period of the renewal term, during which Lessee shall not be obligated to pay rent for the Premises.

7. Renovation Obligations:

- a. Scope of Work. As material consideration for the rent abatement, Lessee shall, at Lessee's sole cost and expense, design, permit, and complete renovations, repairs, and improvements to the Premises to make it suitable for use as transitional, single-family residential housing (the "Renovations"). The Renovations shall include, at a minimum: (a) life-safety upgrades (including fire detection/alarms, egress, and code-compliant accessibility improvements); (b) interior rehabilitation of the single-family structure (including kitchens, bathrooms, flooring, and finishes); (c) mechanical, electrical, and plumbing system upgrades and replacements as needed; (d) exterior repairs, roofing and building envelope remediation as needed to maintain watertight integrity; and (e) site and security improvements reasonably necessary for the intended use.
- b. Cost; Consideration. The estimated cost of the Renovations is \$168,000 as set forth in the Initial Cost Estimate Breakdown attached hereto as **Exhibit B**. Lessee shall be solely responsible for all costs of the Renovations, including design, permitting, labor, materials, inspections, and contingencies, without reimbursement, credit, or allowance from City except as expressly provided in this Agreement.
- c. Standards; Permits. All Renovations shall be performed in a good, safe, and workmanlike manner, in compliance with all applicable laws, codes, and ordinances, and in accordance with plans and specifications approved in writing by City (approval not to be unreasonably withheld, conditioned, or delayed). Lessee shall obtain and close all required permits and approvals and deliver certificates of completion and final inspection to City upon substantial completion.
- d. Timing; Completion. Lessee shall commence the Renovations promptly following the Commencement Date and shall diligently prosecute the work to substantial completion within nine (9) months of the Commencement Date, subject to force majeure.
- e. Ownership of Improvements. Except for Lessee's trade fixtures and personal property, all Renovations and other improvements affixed to the Premises shall become the property of City upon installation and shall remain with the Premises

without payment or credit to Lessee at the expiration or earlier termination of this Agreement.

- f. **Removal and Restoration.** If City provides written notice at the time of approving plans that specific Lessee installations must be removed at lease end, Lessee shall remove such identified items and restore any resulting damage at Lessee's expense prior to surrender.
 - g. **Insurance; Indemnity.** During the Renovations, Lessee shall maintain builder's risk insurance and commercial general liability insurance in coverage amounts not less than \$3,000,000.00, naming City as an additional insured, and shall require its contractors to do the same. Lessee agrees to provide City with Certificate(s) of Insurance evidencing that all coverages, limits and endorsements required herein are maintained and in full force and effect. Lessee shall indemnify, defend, and hold harmless City and its officials, employees, and agents from and against claims, damages, liabilities, and expenses arising out of or related to the Renovations, except to the extent caused by City's gross negligence or willful misconduct.
8. **Tree Removal.** Prior to the lease Commencement Date, City shall remove, at City's cost, the borer-infested Ash tree located in the southeast corner of the Premises between the driveway entrance to the Premises and east property line of the Premises.
9. **Termination.**
- a. **For Default.** Either party may terminate this Agreement for cause if the other Party fails to fulfill its obligations that are essential per the terms and conditions of the Agreement after a reasonable opportunity to cure such default. The Party initiating the termination action must allow the Breaching Party an opportunity to dispute or cure the breach. The Terminating Party must provide the Breaching Party thirty (30) days advance written notice of its intent to terminate the Agreement. The notice must specify the nature and extent of the breach, the conditions necessary to cure the breach, and the effective date of the termination action. If the default is not cured by Lessee within thirty (30) days after written notice of such failure is given by City to Lessee, City at its option may declare Lessee to be in default and terminate the lease unless such default is of a nature that it requires more than thirty (30) days to cure, in which event Lessee shall not be in default so long as Lessee commences such cure within said 30-day period and diligently prosecutes such cure. The rights and remedies in this clause are in addition to any other rights and remedies provided by law or under this Agreement. In the event of continued default in the performance or observance of any covenant or condition contained herein after thirty (30) days prior written notice of default given by City to Lessee, or in the case of a default requiring more than thirty (30) days to cure, a failure to commence to cure the default within thirty (30) days and diligently prosecute such cure thereafter, City shall have the right to immediately possess the leased Premises and in such event Lessee agrees to surrender immediate possession of the Premises to City. Upon taking possession of the Premises, City may elect to terminate this Agreement or City may elect to relet the Premises in which case Lessee shall be held liable for

and pay as it accrues the deficit in rent for the balance of the term of this Agreement. Any rent received by City on reletting in excess of the rent specified herein shall be retained by City.

- b. Upon termination of this Agreement, by lapse of time or otherwise, Lessee shall immediately surrender possession of the Premises to the City in good condition. In the event Lessee shall hold over, City shall be entitled to a payment from Lessee of a hold over fee of one thousand dollars (\$1,000.00) per month. Any holding over by Lessee shall be construed to be a tenancy from month to month.

10. **Inspection.** Lessee will permit representatives of City to enter the leased Premises at any reasonable time for the purpose of inspecting or viewing the same for any reasonable purpose.
11. **Conflicts.** Lessee agrees that any conflict of interest between its board of directors and/or employees and the Lessee or conflict of interest between Lessee, its board of directors and/or employees and the City, shall be appropriately identified and managed. Missouri law, as this term is used herein, shall define "Conflict of Interest." Lessee covenants that it presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of services to be performed under this Agreement. Lessee further covenants that in the performance of this Agreement no person having such interest shall be employed.
12. **No Assignment.** Lessee shall not sublet or assign any interest in this Agreement, and shall not transfer any interest in the same (whether by sublet, assignment or novation), without prior written consent of City thereto except that Lessee shall be permitted to sublet or assign the Premises to any individual participating in homeowner readiness residential program without Lessor's consent. Request of such assignment or transfer shall be furnished in writing promptly to City. Any such assignment is expressly subject to all rights and remedies of City under this Agreement, including the right to change or delete activities from this Agreement or to terminate the same as provided herein, and no such assignment shall require City to give any notice to any such assignee of any actions which City may take under this Agreement, though City will attempt to so notify any such assignee.
13. **Laws and Regulations.** Lessee shall observe and comply with any and all requirements of the constituted public authorities and with all Federal, State, or Local statutes, ordinances, regulations, orders and standards applicable to Lessee or City for the use of the leased Premises.
14. **Attorney's Fees.** In the event any cause of action or legal proceeding is instituted or filed in any court to enforce any of the provisions of this lease, the Party against whom judgment is entered shall pay the other Party a reasonable attorney's fee in connection with the proceedings.
15. **Employment Of Unauthorized Aliens Prohibited.** Lessee agrees to comply with Missouri State Statute section 285.530 in that Lessee shall not knowingly employ, hire

for employment, or continue to employ an unauthorized alien to perform work within the state of Missouri.

16. **Nondiscrimination.** Lessee shall comply with federal, state and local laws related to Equal Opportunity. Lessee shall not discriminate based on race, color, religion, sex, age, national origin, ancestry, marital status, disability, sexual orientation, gender identity or expression, or any other protected category designated by local, state, or federal law.
17. **General Independent Contractor Clause.** This Agreement does not create an employee/employer relationship between the Parties. It is the Parties' intention that the Lessee will be an independent contractor and not City's employee for all purposes, including, but not limited to, the application of the Fair Labor Standards Act minimum wage and overtime payments, Federal Insurance Contribution Act, the Social Security Act, the Federal Unemployment Tax Act, the provisions of the Internal Revenue Code, Missouri revenue and taxation laws, Missouri workers' compensation and unemployment insurance laws. Lessee will retain sole and absolute discretion in the judgment of the manner and means of carrying out Lessee's activities and responsibilities hereunder. Lessee agrees that it is a separate and independent enterprise from the public employer, that it has a full opportunity to find other business, that it has made its own investment in its business, and that it will utilize a high level of skill necessary to perform the work. This Agreement shall not be construed as creating any joint employment relationship between Lessee and City, and City will not be liable for any obligation incurred by Lessee, including but not limited to unpaid minimum wages and/or overtime premiums.
18. **Waiver.** No waiver of any forfeiture by acceptance of rent or otherwise shall waive any subsequent cause of forfeiture or breach of any condition of this lease.
19. **Successors and Heirs.** This Agreement shall be binding upon City and its successors and assigns, and shall be binding upon Lessee and its heirs, executors, and administrators, successors and assigns, subject to the restrictions contained in the lease against assignment and subletting by Lessee.
20. **Notices.** Any notice, demand, request, or communication required or authorized by the Agreement shall be delivered either by hand, facsimile, overnight courier or mailed by certified mail, return receipt requested, with postage prepaid, to:

If to City:

City of Columbia
Housing and Neighborhood Services Department
P.O. Box 6015
Columbia, MO 65205-6015
ATTN: Director of Housing and Neighborhood Services Department

With a copy to:

City of Columbia
Law Department
P.O. Box 6015
Columbia, MO 65205-6015
ATTN: City Counselor

Lessee:

Love Columbia Corp.
1209 E Walnut St
Columbia, MO 65201
ATTN: Conrad Hake
Phone: 573.256.7662
Email: conradh@lovecolumbia.org

The designation and titles of the person to be notified or the address of such person may be changed at any time by written notice. Any such notice, demand, request, or communication shall be deemed delivered on receipt if delivered by hand or facsimile and on deposit by the sending party if delivered by courier or U.S. mail.

21. **Public Records Act.** City is subject to the Missouri Sunshine Law. The Parties agree that this Agreement shall be interpreted in accordance with the provisions of the Missouri Sunshine Law as amended and Lessee agrees to maintain the confidentiality of information which is not subject to public disclosure under the Sunshine Law.
22. **No Third-Party Beneficiary.** No provision of the Agreement is intended to nor shall it in any way inure to the benefit of any customer, property owner, or any other third party, so as to constitute any such Person a third-party beneficiary under the Agreement.
23. **Amendment.** No amendment, addition to, or modification of any provision hereof shall be binding upon the Parties, and neither Party shall be deemed to have waived any provision or any remedy available to it unless such amendment, addition, modification, or waiver is in writing and signed by a duly authorized officer or representative of the applicable Party or Parties.
24. **Governing Law and Venue.** This contract shall be governed, interpreted, and enforced in accordance with the laws of the State of Missouri and/or the laws of the United States, as applicable. The venue for all litigation arising out of, or relating to this contract document, shall be in Boone County, Missouri, or the United States Western District of Missouri. The Parties hereto irrevocably agree to submit to the exclusive jurisdiction of such courts in the State of Missouri. The Parties agree to waive any defense of forum non conveniens.

25. **Hold Harmless Agreement.** To the fullest extent not prohibited by law, Lessee shall indemnify and hold harmless the City of Columbia, its directors, officers, agents, and employees from and against all claims, damages, losses, and expenses (including but not limited to attorney's fees) arising by reason of any act or failure to act, negligent or otherwise, of Lessee, of any subcontractor (meaning anyone, including but not limited to consultants having a contract with Lessee or a subcontractor for part of the services), of anyone directly or indirectly employed by Lessee or by any subcontractor, or of anyone for whose acts Lessee or its subcontractor may be liable, in connection with providing these services. This provision does not, however, require Lessee to indemnify, hold harmless, or defend the City of Columbia from its own actions, inactions, (willful or otherwise), or its own negligence.
26. **No Waiver of Sovereign Immunity.** In no event shall the language of this Agreement constitute or be construed as a waiver or limitation for either Party's rights or defenses with regard to each Party's applicable sovereign, governmental, or official immunities and protections as provided by federal and state constitutions or laws.
27. **Professional Oversight Indemnification.** Lessee understands and agrees that City has contracted with Lessee based upon Lessee's representations that Lessee is a skilled professional and fully able to perform the services set out in this Agreement. In addition to any other indemnification set out in this Agreement, Lessee agrees to defend, indemnify and hold and save harmless City from any and all claims, settlements, and judgments whatsoever arising out of City's alleged negligence in failing to properly supervise Lessee.
28. **Professional Responsibility.** Lessee shall exercise reasonable skill, care, and diligence in the performance of its services and will carry out its responsibilities in accordance with customarily accepted good professional practices. If Lessee fails to meet the foregoing standard, Lessee shall perform at its own cost, and without reimbursement from City, the professional services necessary to correct the errors and omissions which are caused by Lessee's failure to comply with above standard, and which are reported to Lessee within one (1) year from the completion of Lessee's services.
29. **Compliance with Laws.** This Agreement shall be subject to and subordinate to existing or future federal, state, or local laws, codes, regulations, ordinances, rules and orders relative to the development, construction, operation, or maintenance of the Premises.
30. **Severability.** If any term or provision of this Agreement or the application thereof to any person or circumstance shall, to any extent, be invalid or unenforceable, the remainder of this Agreement, or the application of such term or provision to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby and each other term and provision of this Agreement shall be valid and be enforced to the fullest extent permitted by law.

31. **No Partnership.** Nothing contained in this Agreement shall be deemed to create the relationship of principal and agent or of partnership or joint venture or any relationship between City and Lessee other than the relationship of Lessor and Lessee.
32. **Insurance.** Lessee shall maintain, on a primary basis and at its sole expense, at all times during the term of this Agreement the following insurance coverages, limits, including endorsements described herein. The requirements contained herein, as well as the City's review or acceptance of insurance maintained by Lessee is not intended to and shall not in any manner limit or qualify the liabilities or obligations assumed by Lessee under this Agreement. Coverage to be provided as follows by a carrier with A.M. Best minimum rating of A-IX.
- a. Workers' Compensation & Employers Liability. Lessee shall maintain Workers' Compensation in accordance with Missouri State Statutes or provide evidence of monopolistic state coverage. Employers Liability with the following limits: \$500,000 for each accident, \$500,000 for each disease for each employee, and \$500,000 disease policy limit.
 - b. Commercial General Liability. Lessee shall maintain Commercial General Liability at a limit of not less than \$1,000,000 Each Occurrence, \$3,000,000 Annual Aggregate. Coverage shall not contain any endorsement(s) excluding nor limiting Product/Completed Operations, Contractual Liability or Cross Liability. Lessee may satisfy the liability limits required for Commercial General Liability under an Umbrella or Excess Liability policy. There is no minimum per occurrence limit of liability under the Umbrella or Excess Liability; however, the Annual Aggregate limit shall not be less than the highest "Each Occurrence" limit for either Commercial General Liability. Lessee agrees to endorse City as an Additional Insured on the Umbrella or Excess Liability, unless the Certificate of Insurance state the Umbrella or Excess Liability provides coverage on a "Follow-Form" basis.
 - c. The City of Columbia, its elected officials and employees are to be Additional Insured with respect to the Project to which these insurance requirements pertain. A certificate of insurance evidencing all coverage required is to be provided at least ten (10) days prior to the Effective Date of the Agreement between the Lessee and City. Lessee is required to maintain coverages as stated and required to notify City of a Carrier Change or cancellation within two (2) business days. City reserves the right to request a copy of the policy or a certificate of compliance.
 - d. Lessee agrees by entering into this contract to a Waiver of Subrogation for each required policy herein. When required by the insurer, or should a policy condition not permit Lessee to enter into a pre-loss agreement to waive subrogation without an endorsement, then Lessee agrees to notify the insurer and request the policy be endorsed with a Waiver of Transfer of Rights of Recovery Against Others, or its equivalent. This Waiver of Subrogation requirement shall not apply to any policy, which includes a condition

specifically prohibiting such an endorsement, or voids coverage should Lessee enter into such an agreement on a pre-loss basis.

- e. The Parties hereto understand and agree that City is relying on, and does not waive or intend to waive by any provision of this Agreement, any monetary limitations or any other rights, immunities, and protections provided by the State of Missouri, as from time to time amended, or otherwise available to City, or its elected officials or employees.
- f. Lessee agrees to provide City with Certificate(s) of Insurance evidencing that all coverages, limits and endorsements required herein are maintained and in full force and effect. Said Certificate(s) of Insurance shall include a minimum thirty (30) day endeavor to notify due to cancellation or non-renewal of coverage. The Certificate(s) of Insurance shall name the City as additional insured in an amount as required in this contract and contain a description of the project or work to be performed.
- g. City reserves the right, but not the obligation, to review and revise any insurance requirement, not limited to limits, coverages, and endorsements based on insurance market conditions affecting the availability or affordability of coverage; changes in the scope of work/specifications affecting the applicability of coverage. Additionally, City reserves the right, but not the obligation, to review and reject any insurance policies failing to meet the criteria stated herein or any insurer providing coverage due of its poor financial condition or failure to operate legally.
- h. Failure to maintain the required insurance in force may be cause for termination of this Agreement. In the event Lessee fails to maintain and keep in force the required insurance or to obtain coverage from its subcontractors, City shall have the right to cancel and terminate this Agreement as set forth in Section 9, above.
- i. The insurance required by the provisions of this article is required in the public interest and City does not assume any liability for acts of Lessee and/or their employees and/or their subcontractors in the performance of this Agreement.

33. **Contract Documents.** This Agreement includes the following exhibits, which are incorporated herein by reference.

<u>Exhibit/Attachment</u>	<u>Description</u>
A	Legal Description of Leased Premises
B	Initial Cost Estimate Breakdown

In the event of a conflict between the terms of an exhibit and the terms of this Agreement, the terms of this Agreement control.

34. **Counterparts and Electronic Signatures.** This Agreement may be signed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same document. Faxed signatures, or scanned and electronically transmitted signatures, on this Agreement or any notice delivered

pursuant to this Agreement, shall be deemed to have the same legal effect as original signatures on this Agreement.

35. **Entire Agreement.** This Agreement represents the entire and integrated Agreement between Lessee and City relative to the Lease described herein. All previous or contemporaneous agreements, representations, promises, and conditions relating to Lessee and City described herein are superseded. No amendments, modifications of, or supplements to this Lease shall be effective unless in writing and executed by the parties hereto.
36. **Quiet Enjoyment.** So long as Lessee performs all of Lessee's obligations hereunder, City covenants that Lessee will use and enjoy the Premises for the full Lease term free of the lawful claims of all others.

[SIGNATURES ON FOLLOWING PAGE]

EXHIBIT A

LEGAL DESCRIPTION OF LEASED PROPERTY

The South Ninety-Seven feet (S 97') of the West One Hundred Nine feet (W 109') of Lot Forty-three (43) of GARTH'S ADDITION as shown by Plat recorded in Deed Book 94, Page 298, Boone County Records

EXHIBIT B
INITIAL COST ESTIMATE BREAKDOWN

Initial Cost Estimate Breakdown

Administrative <i>Permits, insurance, utilities, management, 10% contingency</i>	\$27,500	Windows & Exterior Doors <i>All related installation items</i>	\$7,500
Historic Research Consulting <i>Working with local history experts from community</i>	\$7,500	Exterior Shell <i>Siding, Gutters, Soffit, Fascia</i>	\$23,000
Demo & Site Prep <i>Site prep, interior / exterior demolition, debris disposal</i>	\$5,500	Insulation <i>Wall, crawl space, attic insulation, vapor barrier.</i>	\$6,500
Foundation <i>Repairs or changes</i>	\$5,000	Drywall <i>New drywall needs, hanging & finishing</i>	\$9,000
Framing <i>Repairs, needed wall changes</i>	\$6,500	Paint <i>Interior & exterior paint, walls - trim - doors</i>	\$4,500
Roofing <i>Replacement, repair of sheathing, shingles, all elements</i>	\$12,500	Flooring <i>LVP, hardwood, tile, or carpet</i>	\$6,000
Plumbing (MEP) <i>Rough-in, fixtures, sewer lateral, all gas line work</i>	\$12,500	Interior Doors & Trim <i>Finish work, doors & trim</i>	\$10,500
Electric (MEP) <i>Rough-in, fixtures, service / panel</i>	\$9,000	Cabinets & Countertops <i>Finish work, kitchen cabinets & countertops</i>	\$4,250
HVAC (MEP) <i>New furnace/AC unit, ductwork, ventilation systems, thermostat</i>	\$10,750	Initial Total Cost Estimate *	\$168,000