

BEAUTIFICATION LEASE

THIS LEASE ("Lease") is entered into on September 28th, 2018, between JACKSON COUNTY, MISSOURI ("Lessor"), and Elmer and Barbara Thummel, Trustees for the Elmer and Barbara Thummel Trust, whose address is 11701 E 73rd Street, Kansas City, Missouri 64133 ("Lessee").

IT IS AGREED BETWEEN THE PARTIES AS FOLLOWS:

Article 1. PREMISES; USE.

For the purposes of beautifying the Rock Island Railroad Corridor ("Railroad Corridor") purchased by Jackson County in partnership with the Kansas City Area Transportation Authority ("KCATA") and other uses outlined below, Lessor leases to Lessee and Lessee leases from Lessor the premises ("Premises") at 11701 E 73rd Street, Kansas City, Missouri 64133, Missouri, shown on the attached Exhibit A, made a part hereof, subject to the provisions of this Lease and of Exhibit B attached hereto and made a part hereof. Premises may be used for Lessee owned driveway, material storage and purposes incidental thereto, only, and for no other purpose.

Article 2. TERM.

The term of this Lease shall commence _____, and, unless sooner terminated as provided in this Lease, shall extend for one year and thereafter shall automatically be extended from year to year.

Article 3. FIXED RENT.

A. Lessee shall pay to Lessor, in advance, fixed rent of ten Dollars (\$10) annually.

B. Lessor shall not redetermine the rent until ____ (5 years out). After that date, not more than once every five (5) years, Lessor may redetermine the rent. If Lessor redetermines the rent, Lessor shall notify Lessee of such change.

Article 4. INSURANCE.

A. Throughout the entire term of this Lease, Lessee shall maintain the insurance coverage approved by Lessor.

IN WITNESS WHEREOF, the parties have executed this lease as of the day and year first herein written.

LESSOR:

JACKSON COUNTY, MISSOURI
d/b/a Rock Island Rail Corridor Authority

LESSEE:

*Elmer and Barbara Thummel - Trustees
of the Elmer & Barbara
Thummel Trust
7-3-18*



By [Signature]

By Elroy Hummel
Barbara Hummel -
Trustee of the Elmer
Barbara Hummel Trust
11-3-18

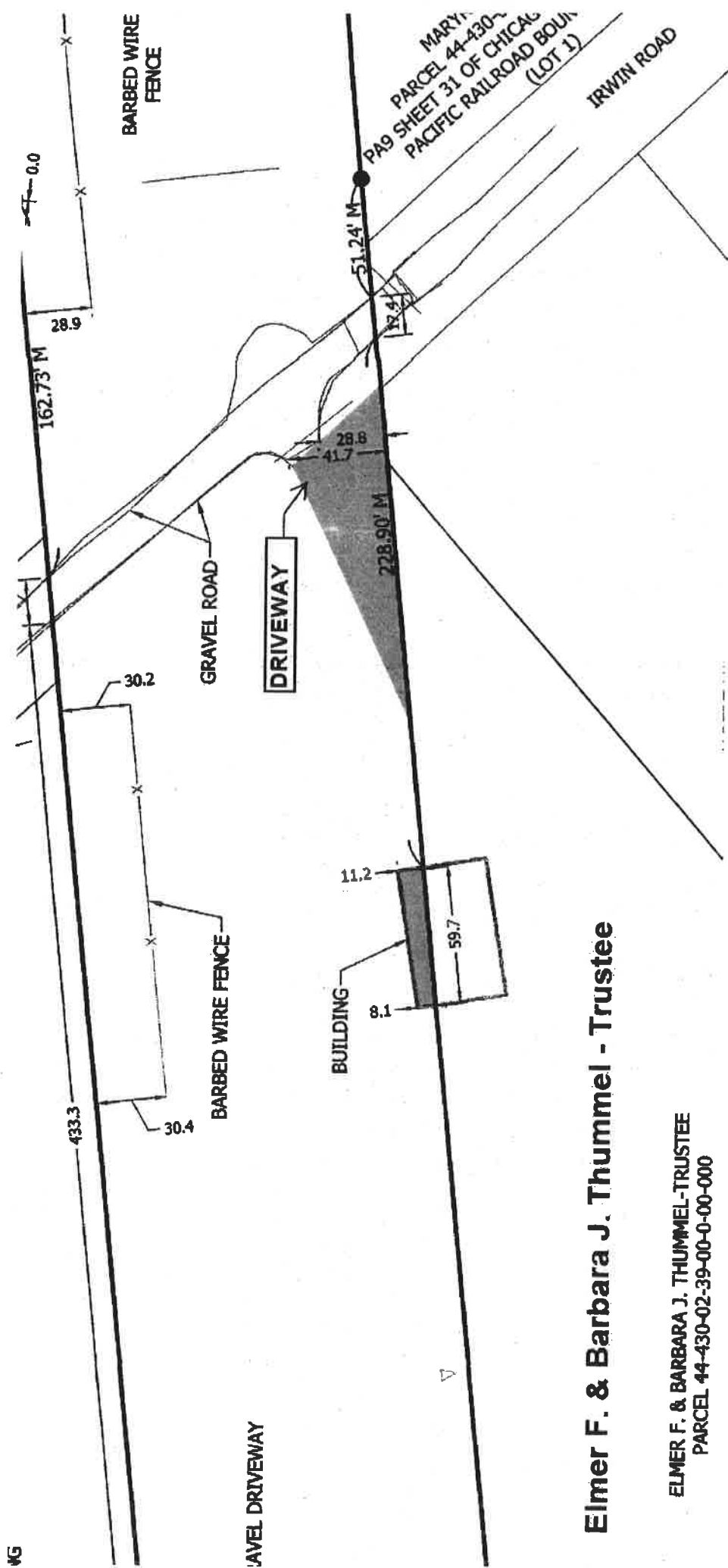
EXHIBIT A

APPROVED AS TO FORM

[Signature]
County Counselor

ATTEST:

[Signature]
Clerk of the County Legislature



Elmer F. & Barbara J. Thummel - Trustee

ELMER F. & BARBARA J. THUMMEL-TRUSTEE
 PARCEL 44-430-02-39-00-0-00-000

EXHIBIT B

Section 1. **IMPROVEMENTS.**

No improvements placed upon the Premises by Lessee shall become a part of the realty.

Section 2. **RESERVATION**

A. Lessor reserves to itself, its agents and contractors, the right to enter the Premises at such times as will not unreasonably interfere with Lessee's use of the Premises.

Section 3. **PAYMENT OF RENT.**

Rent (which includes fixed advance rent and all other amounts to be paid by Lessee under this Lease) shall be paid in lawful money of the United States of America, to Jackson County, Missouri, with a note designating that the funds are payment for lease of the Rock Island Railroad Corridor and delivered to Finance Manager, Jackson County, Missouri, 415 E 12th Street, Kansas City, Missouri 64106 without offset or deduction.

Section 4. **CARE AND USE OF PREMISES.**

A. Lessee shall keep the Property in good order and condition and shall make all repairs and take all other action necessary or appropriate to keep and maintain the Property in good order and condition.

Section 5. **HAZARDOUS MATERIALS.**

A. Without the prior written consent of Lessor, Lessee shall not use or permit the use of the Premises for the generation, use, treatment, manufacture, production, storage or recycling of any Hazardous Substances.

Section 6. **LIENS.**

Lessee shall not allow any lien to attach to the Premises for any services, labor or materials furnished to the Premises or otherwise arising from Lessee's use of the Premises. Lessor shall have the right to discharge any such lien at Lessee's expense.

Section 7. **AS-IS.**

Lessee accepts the Premises in its present condition with all faults, and without warranties or covenants. Lessor shall have no duty to maintain or improve Premises.

Section 8. **RELEASE AND INDEMNITY.**

A. As a material part of the consideration for this Lease, Lessee, to the extent it may lawfully do so, waives and releases any and all claims against Lessor for, and agrees to indemnify, defend and hold harmless Lessor, its affiliates, and it and their officers, agents and employees ("Indemnified Parties") from and against, any loss, damage (including, without limitation, punitive or consequential damages), injury, liability, claim, demand, cost or expense (including, without limitation, attorneys' fees and court costs), fine or penalty (collectively, "Loss") incurred by any person (including, without limitation, Lessor, Lessee, or any employee of Lessor or Lessee) (i) for personal injury or property damage caused to any person while on or about the Premises, or (ii) arising from or related to any use of the Premises by Lessee or any invitee or licensee of Lessee, any act or omission of Lessee, its officers, agents, employees, licensees or invitees, or any breach of this Lease by Lessee.

Section 9. **TERMINATION.**

A. Lessor may terminate this Lease for Lessee's default by giving Lessee notice of termination, if Lessee (i) defaults under any obligation of Lessee under this Lease and, after written notice is given by Lessor to Lessee specifying the default, Lessee fails either to immediately commence to cure the default, or to complete the cure expeditiously but in all events within thirty (30) days after the default notice is given, or (ii) Lessee abandons the Premises for a period of one hundred twenty (120) consecutive days.

B. Notwithstanding the terms of this Lease set forth in Article II, Lessor or Lessee may terminate this Lease without cause upon thirty (90) days' written notice to the other party; provided, however, that at Lessor's election, no such termination by Lessee shall be effective unless and until Lessee has vacated and restored the Premises. Pursuant to the Cooperative Agreement, the Maintenance and Management Program Agreement and subsequent agreements entered by Lessor and KCATA as it relates to development of the Railroad Corridor, KCATA may trigger the termination of this Lease by providing written notice to Lessor indicating why KCATA will need this portion of the Railroad Corridor and KCATA's anticipated timeframe for needing this portion Railroad Corridor.

Section 10. **LESSOR'S REMEDIES.**

Lessor's remedies for Lessee's default are to (a) enter and take possession of the Premises, without terminating this Lease, and relet the Premises on behalf of Lessee, collect and receive the rent from reletting, and charge Lessee for the cost of reletting, and/or (b) terminate this Lease as and sue Lessee for damages, and/or (c) exercise such other remedies as Lessor may have at law or in equity. Lessor may enter and take possession of the Premises by self-help, by changing locks, if necessary, and may lock out Lessee, all without being liable for damages.

Section 11. **VACATION OF PREMISES; REMOVAL OF LESSEE'S PROPERTY.**

A. Upon termination of this Lease, Lessee (i) shall have peaceably and quietly vacated and surrendered possession of Premises to Lessor, without Lessor giving any notice or demand for possession, and (ii) shall have removed from Premises all structures and materials not belonging

to Lessor, and restored the surface to as good a condition as the same was in before such structures were erected.

B. If Lessee has not completed such removal and restoration prior to termination of this Lease, Lessor may, at its election, and at any time or times, (i) perform the work and Lessee shall reimburse Lessor for the cost thereof within thirty (30) days after bill is rendered, (ii) take title to all or any portion of such structures or property by giving notice of such election to Lessee, and/or (iii) treat Lessee as a holdover tenant at will until such removal and restoration is completed.

Section 12. **FIBER OPTICS.**

Prior to any digging or construction on the Premises, Lessee shall contact Lessor to determine if fiber optic cable is buried on the Premises. Lessee will contact telecommunications company(ies), arrange for a cable locator, and make arrangements for relocation or other protection of the cable.

Section 13. **NOTICES.**

Any notice, consent or approval given under this lease shall be in writing, and personally served, by email or by reputable courier, or sent by certified mail, postage prepaid, return receipt requested, to Lessor at:

Jackson County,
Rock Island Rail Corridor Authority
415 E 12th Street
Kansas City, MO 64016

and to Lessee at the above address, or such other address a party may designate in notice given to the other party. Mailed notices shall be deemed served five (5) days after deposit in the U.S. Mail. Notices which are faxed, emailed, are personally served or sent by courier service shall be deemed served upon receipt.

Section 14. **ASSIGNMENT.**

A. Lessee shall not sublease the Premises, in whole or in part, or assign, encumber or transfer (by operation of law or otherwise) this Lease, without the prior consent of Lessor, which consent may be denied at Lessor's sole and absolute discretion.

B. This Lease shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, executors, administrators, successors and assigns.

Section 15. **CONDEMNATION.**

If, as reasonably determined by Lessor, the Premises cannot be used by Lessee because of a condemnation or sale in lieu of condemnation then this Lease shall automatically terminate. Lessor shall be entitled to the entire award or proceeds for any total or partial condemnation or sale in lieu thereof, including, without limitation, any award or proceeds for the value of the leasehold estate

created by this Lease. Notwithstanding the foregoing, Lessee shall have the right to pursue recovery from the condemning authority of compensation as may be separately awarded to Lessee.

Section 16. **MODIFICATONS, WAIVER OF DEFAULT, ENTIRE AGREEMENT.**

This Lease is the entire agreement between the parties, and supersedes all other oral or written agreements between the parties pertaining to this transaction, including, without limitation, any other lease under which all or any portion of the Premises was leased to Lessee.