

## LEASE AGREEMENT

This Lease Agreement (the "Agreement") made and entered into this \_\_\_\_\_ day of \_\_\_\_\_ 2003, by and between Oak Park Investment, L.P., a Delaware limited partnership (hereinafter referred to as "Landlord") and the City of Overland Park, Kansas, a City of the first class, duly organized and existing under the laws of the State of Kansas (hereinafter referred to as "Tenant").

WITNESSETH:

That for and in consideration of their mutual covenants herein contained, the parties agree as follows:

- 1. CITY USE OF SHOPPING CENTER SPACE.** Landlord agrees to provide to Tenant approximately 318 square feet of floor space in the Oak Park Shopping Center for use as an Overland Park Police Department sub-station. This office space is generally located in the southeast quadrant of the Oak Park Mall shopping center (the "Shopping Center") situated in the City of Overland Park, County of Johnson, State of Kansas and is commonly known as Space # M-A (The "Leased Premises") and more specifically identified in Exhibit A attached hereto.
- 2. RENT.** Tenant shall pay Landlord one hundred dollars (\$100) annual rent, due and payable upon the execution of this Agreement.
- 3. TERM AND RIGHT TO TERMINATE.** The term of this Agreement shall be one year commencing on June 15, 2003 and ending on June 14, 2004 unless earlier terminated as provided herein. The parties each reserve the right and discretion to respectively terminate this Agreement at any time for any reason upon thirty days' written notice to the other party.
- 4. OPTION TO RENEW.** Tenant shall have three (3) consecutive one-year options to renew this Agreement at the end of the initial one-year term. The rent for each renewal year shall be the sum of one hundred dollars (\$100). All other terms and conditions of this original Agreement shall remain the same during any renewal period.
- 5. CONDITION OF PREMISES.** Tenant is fully familiar with the condition of the Leased Premises and understands Landlord has made no representations as to the condition of the Leased Premises or its fitness or availability for any particular use.
- 6. MAINTENANCE AND COMPLIANCE WITH RULES.** Tenant agrees to keep the Leased Premises in good condition, slightly and clean and shall obey all laws, ordinances and regulations affecting the Leased Premises. Further the Tenant agrees to comply with and observe the rules and regulations from time to time promulgated by Landlord for the Shopping Center, including the following:

- a) No obstructions shall be placed on the sidewalks, entrances, passages, corridors or stairways or other common facilities, and Tenant shall specifically not use such common facilities for any activity except ingress and egress provided these areas may be used as necessary for the reasonable and normal law enforcement purposes of the Tenant.
  - b) No loudspeakers, televisions, phonographs, radios or other devices shall be placed outside the Leased Premises or operated in any manner in the Leased Premises, except for municipal law enforcement purposes.
  - c) Tenant shall not display or install any sign(s) within or on the Premises or any other part of the Shopping Center unless the design, size, color and location of the sign(s) are approved by Landlord in writing in advance.
  - d) Except for periods of instances of law enforcement work and police emergencies, officers, agents and employees of Tenant shall park their automobiles only in those areas designated for such purpose by Landlord.
  - e) Tenant shall use any trash service provided by Landlord in a reasonable manner at no cost to Tenant and in accordance with rules adopted by Landlord.
7. **UTILITIES.** Landlord shall furnish and pay for the following utilities to the premises for Tenant's reasonable uses: heating, ventilation and air-conditioning (HVAC), electricity, water and sprinkler systems. Tenant shall contract in its own name and pay for telephone service and any other utilities supplied to the Leased Premises.
8. **ALTERATIONS.** Tenant shall not make any alterations to the Leased Premises, without obtaining Landlord's written consent thereto.
9. **USE OF PREMISES.** Tenant shall use the Leased Premises solely for the purpose of operating an Overland Park Police Department Sub-station that serves the law enforcement and public safety needs of the public and for no other purpose. Landlord acknowledges that Tenant's use of the Leased Premises may include the processing of individuals charged with crimes and other law enforcement purposes. Further, the Landlord acknowledges and agrees that Tenant's use of the Leased Premises is solely for public law enforcement purposes and is not intended in any fashion to enhance, participate in or provide private security to Landlord or to Shopping Center tenants.
10. **RIGHT TO ASSIGN AND SUBLET.** Tenant shall not assign this Agreement or encumber its leasehold interest and shall not sublet all or any part of the Leased Premises.
11. **SURRENDER REMOVAL AND RESTORATION BY TENANT.** On the last day of the term of this Agreement, Tenant shall (i) peaceably surrender the Leased

Premises, broom-clean and in good order and repair, and (ii) at Tenant's expense, remove from the Leased Premises all of Tenant's property.

- 12. INSURANCE.** The parties shall each keep in force a policy of public liability insurance in which the limits of coverage shall not be less than \$1,000,000.00 (combined single limit for bodily injury and property damage).
- 13. DEFAULT PROVISIONS.** If default shall be made by Tenant in the due and punctual payment of any charge due under this Lease or in the performance of or compliance with any of the other terms contained in this Lease and such default shall continue for a period of seven (7) days after written notice thereof from Landlord to Tenant, then Landlord shall have the right to Landlord's election, without further notice or demand to Tenant, to terminate this Lease and to enter upon the Leased Premises and take possession of the same. If Landlord takes possession of the Leased Premises in accordance herewith, Landlord shall be entitled to recover damages from Tenant on account of Tenant's default as provided by law.
- 14. WAIVER OF SUBROGATION.** Notwithstanding anything to the contrary contained herein, it is agreed that each party (the "Releasing Party") hereby releases the other (the "Released Party") from any liability which the Released Party would, but for Section 15, have had to the Releasing Party during the term of this Lease resulting from the occurrence of any casualty covered by a fire and extended coverage policy (with a vandalism and malicious mischief endorsement attached) or by a sprinkler leakage, boiler and machinery or water damage policy in the State of Kansas (irrespective of whether such coverage is being carried by the Releasing Party, which casualty may have resulted in whole or in part from any act or neglect of the Released Party, its officers, agents or employees).
- 15. LANDLORD'S LIABILITY.** Notwithstanding anything to the contrary contained in this Lease, Tenant agrees that Tenant shall look solely to the estate of Landlord in the Shopping Center for the collection of any judgment requiring the payment of money by Landlord upon any default or breach by Landlord under this Lease, subject, however, to the prior rights of the holder of any deed of trust covering the Shopping Center.
- 16. RIGHT OF ENTRY.** Landlord may, at any reasonable time, with prior notice to the Tenant enter the Leased Premises for the purpose of inspection. Landlord may only enter the Leased Premises while Tenant is present, unless an emergency exists.
- 17. RELATIONSHIP OF PARTIES.** It is expressly understood that the Landlord and Tenant are not to be construed or held to have a relationship other than that of Landlord and Tenant.

- 18. ENTIRE AGREEMENT.** This lease and exhibit attached hereto, is the complete Agreement between the parties concerning the leased premises.
- 19. APPLICABLE LAW.** The laws of the State of Kansas shall govern the validity, performance and enforcement of this Lease.

IN WITNESS WHEREOF, the parties have executed this Lease the date first above written.

Oak Park Investment, L.P.

By: MD Associates, Inc., a Kansas  
Corporation, General Partner

\_\_\_\_\_  
By: SW Dreiseszun

Its: President

“Landlord”

**CORPORATE ACKNOWLEDGEMENT**

STATE OF )  
 ) ss.  
COUNTY OF )

BE IT REMEMBERED, That on this \_\_\_\_\_ day of \_\_\_\_\_, before me, the undersigned, a Notary Public in and for the County and State aforesaid, came \_\_\_\_\_, an Officer of Oak Park Investment L.P., a corporation duly organized, incorporated and existing under and by laws of Delaware, who is personally known to me to be such officer and who is personally known to me to be the same person who executed as such officer this instrument on behalf of said Corporation, and such person duly acknowledged the execution of the same to be the act and deed of said Corporation.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my official seal the day and year last above written.

\_\_\_\_\_  
Notary Public

My Commission Expires:

\_\_\_\_\_  
ATTEST

City of Overland Park, Kansas, by:

\_\_\_\_\_  
Ed Eilert, Mayor

“Tenant”

ATTEST

\_\_\_\_\_  
Marian Cook  
City Clerk

APPROVED AS TO FORM:

\_\_\_\_\_  
Tammy M. Owens  
Assistant City Attorney

# EXHIBIT A