


**ORDER: APPROVE LEASE AGREEMENT WITH COMMUNICARE-FINAL  
VERSION**

Motion was made by Larry Gillespie, duly seconded by Brent Larson, to approve Lease Agreement with Communicare-Final Version.

The vote on the motion was as follows:

Supervisor Brent Larson, voted yes  
Supervisor Larry Gillespie, voted yes  
Supervisor David Rikard, voted yes  
Supervisor Chad McLarty, voted yes  
Supervisor Mike Roberts, voted yes

After the vote, President Roberts, declared the motion carried, this the 6<sup>th</sup> day of November, 2023.

  
\_\_\_\_\_  
**Mike Roberts, President  
Board of Supervisors**  
\_\_\_\_\_  
**Sherry Wall, Chancery Clerk**

## LEASE

THIS LEASE (this "*Lease*"), dated effective as of November 1, 2023 (the "*Effective Date*"), is entered into by and between Lafayette County, Mississippi (the "*Landlord*" or "*Lafayette County*") acting by and through the Lafayette County Board of Supervisors (the "*Board*" and "*Board of Supervisors*"), and Region II ("Communicare") (the "*Tenant*" or "*Lessee*").

## WITNESSETH:

WHEREAS, Landlord is the fee simple owner of the land and buildings and facilities described on Exhibit "A" attached hereto and made a part hereof (together with all rights-of-way, easements, servitudes, licenses, tenements, hereditaments and appurtenances thereunto belonging, the "*Site*") and is authorized by Miss. Code Ann. § 29-1-15, to lease to Tenant said facilities located on the Site (located on Highway 7 South at the following addresses \_\_\_\_\_) in accordance with the terms of this Lease; and

WHEREAS, Tenant desires to continue to lease the facilities currently located on the Site and occupied by the Tenant and, in addition, to lease the facility constructed by Lafayette County in 2023 in accordance with the plans and specifications as heretofore mutually agreed; and

WHEREAS, the County agrees that the Tenant may lease the facilities on the Site from the County in order to locate, operate and otherwise expand certain mental health and drug treatment facilities and activities as necessary to meet the needs of the Lafayette County, Mississippi community which the Lafayette County, Mississippi Board of Supervisors finds to be in the interests of the health, safety and welfare of the Lafayette County community, and the County is therefore willing to lease the facilities identified in Exhibit A to assist the Tenant in providing mental health and drug treatment services for the local community;

WHEREAS, this Lease has been duly approved by Lafayette County; and

WHEREAS, Landlord and Tenant have agreed on the terms and conditions for the leasing of the facilities located on the Site and desire to enter into this Lease to memorialize their mutual understanding;

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

## ARTICLE I. DEFINITIONS

**Section 1.01 Lease Definitions.** In addition to the words and terms elsewhere defined in this Lease, the following words and terms as used in this Lease shall have hereafter the following meanings:

- (a) "*Board of Supervisors*" shall have the meaning ascribed to such term in the Preamble hereof.

- (b) "**Calendar Year**" shall mean from January 1 to December 31 of each year.
- (c) "**Code**" shall have the meaning ascribed to such term in the Recital hereof.
- (d) "**County**" shall have the meaning ascribed to such term in the Preamble hereof.
- (e) "**Default**" or "**Event of Default**" shall mean any one or more of the events or circumstances set forth in Article 7.
- (f) "**Lease**" means this Lease Agreement and any amendments and supplements hereto.
- (g) "**Person**" means any natural person, firm, association, corporation or public body.
- (h) "**Project**" has the meaning ascribed such term in the Recitals hereof.
- (i) "**Site**" has the meaning ascribed such term in the Recitals hereof.
- (j) "**Tenant**" shall hereafter mean Communicare.
- (k) "**Term**" shall have the meaning ascribed to such term in Section 3.02(a) hereof.

#### **Section 1.02 Rules of Construction**

- (a) "Herein," "hereby," "hereunder," "hereof," "hereinabove," "hereinafter" and other equivalent words and phrases refer to the Lease and not solely to the particular portion thereof in which any such word is used.
- (b) The definitions set forth in Section 1.01 include both singular and plural.
- (c) Whenever used herein, any pronoun shall be deemed to include both singular and plural and to cover all genders.
- (d) The Table of Contents, captions and headings in this Lease are for convenience only and in no way define, limit or describe the scope or intent of any provisions of Sections of this Lease.
- (e) All references of this Lease to particular Articles or Sections shall be references to Articles or Sections of this Lease unless some other reference is established.

### **ARTICLE 2. REPRESENTATIONS AND WARRANTIES**

#### **Section 2.01 Representations and Warranties of Landlord and the County** The County (Landlord) represents and warrants, as applicable, that:

- (a) Landlord has good and marketable title to the Site free and clear of Liens attributed to or created by Landlord, the County or any prior owner of the Site, subject only to the Permitted Encumbrances.

- (b) Landlord is authorized by Miss. Code Ann. § 29-1-15 to lease the Site and to enter into this Lease and the transactions contemplated herein and to carry out its obligations hereunder, has been duly authorized by its Board of Supervisors to execute, deliver and perform this Lease, and will do or cause to be done all things necessary to preserve and keep this Lease in full force and effect.
- (c) The Lease, when executed and delivered, shall constitute the legal, valid and binding obligations of Landlord and the County, as applicable, enforceable in accordance with its terms and provisions.
- (d) There are no actions, suits, proceedings, inquiries or investigations pending, or to the knowledge of Landlord or the County threatened, against or affecting Landlord or the County in any court or before any Governmental Body or arbitration board or tribunal, which involve the possibility of materially and adversely affecting the transactions contemplated by this Lease which, in any way, would adversely affect the validity or enforceability of this Lease, or any agreement or instrument to which Landlord or the County is a party and which is used or contemplated for use in the consummation of the transactions contemplated hereby or thereby.
- (e) To the knowledge of Landlord and the County (i) the Site is free and clear of any and all Environmental Conditions or Hazardous Substances, as those terms are described by any Environmental Laws and all other city, county, state or federal laws, rules, ordinances or regulations relating to or regulating the environment; (ii) there is no condition on or at the Site which would interfere with, prohibit or inhibit the construction and operation of the Classroom Facility by Tenant
- (f) Neither Landlord nor the County has received any notice of any existing or threatened condemnation or eminent domain proceedings (or proceedings in lieu thereof) affecting the Site or any portion thereof.
- (g) Landlord represents and warrants that it shall timely obtain any required permission, approval, joinder or consent by third parties in order for Landlord to perform any of its obligations under this Lease.
- (h) Landlord represents and warrants that it will prevent, and to the extent necessary vigorously defend against, any matters of record being filed that would negatively affect or otherwise disturb Tenant's rights hereunder.
- (i) Taken as a whole, the representations of Landlord and the County contained in this Lease and any written statements furnished by or on behalf of Landlord and/or the County to Tenant in connection with the transactions contemplated hereby do not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements contained herein or therein not misleading.

**Section 2.02 Representations and Warranties of Tenant.** Tenant represents and warrants that:

- (a) Tenant has all requisite authority to enter into this Lease under Mississippi law, and by proper action has duly authorized the execution and delivery of this Lease and has all requisite power and authority and has or will obtain all necessary licenses and permits to construct and operate mental health and drug treatment services upon the Site.
- (b) Tenant will operate mental health and drug treatment services and related services on the Site until the expiration or termination of this Lease as provided herein. The tenant agrees and warrants that it will not conduct any activity on the Site other than mental health and drug treatment activities and related services without the express written consent of the County.
- (c) There are no proceedings pending, or to the knowledge of Tenant threatened, against or affecting Tenant in any court or before any Governmental Body or arbitration board or tribunal which could reasonably be expected to materially and adversely affect the ability of Tenant to perform its obligations under this Lease. The execution and delivery by Tenant of this Lease and compliance thereby with all of the provisions hereof and thereof.
- (d) This Lease constitutes the legal, valid, and binding obligation of Tenant enforceable in accordance with its terms and provisions.
- (e) Taken as a whole, the representations of Tenant contained in this Lease and any written statements furnished by or on behalf of Tenant to Landlord and/or the County in connection with the transactions contemplated hereby do not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements contained herein or therein not misleading.
- (f) Tenant has inspected the Site on or before the Commencement Date of this Lease and agrees that it is fit for its intended use. Tenant further agrees that it has not and does not rely on any statements or actions on the part of Landlord or the County, other than those agreements, representations and warranties made herein, with regard to any condition of the Site.

### ARTICLE 3. DEMISE OF PREMISES

**Section 3.01 Lease.** Landlord, for and in consideration of the rents herein reserved and of the agreements herein contained on the part of Tenant to be kept, observed and performed, does by these presents, let, lease and demise to Tenant, and Tenant hereby hires and leases from Landlord, the Site, together with any and all of the improvements, appurtenances, rights, privileges and easements benefiting, belonging or pertaining thereto currently in existence or which arise or are made during the Term hereof, and any right, title and interest of Landlord in and to any land lying in the bed of any street, road or highway (open or proposed) to the center line thereof, in front of or adjoining said tract, piece or parcel of land and together with any strips and gores relating to said tract, piece or parcel of land, all rights of use, air, mineral and subsurface rights, servitudes, licenses, tenements, hereditaments and appurtenances now or hereafter belonging to the foregoing, subject only to the Permitted Encumbrances.

### Section 3.02 Term, Title and Use.

- (a) The term of this Lease (the "**Term**") shall be for a period of 15 (fifteen) years and shall commence on the Effective Date hereof (hereinafter referred to as the "**Commencement Date**") and shall expire at midnight on November 30, 2038, unless terminated prior to such expiration in accordance herewith. All existing lease agreements and terms entered into between the parties are hereby superseded by the terms of this Lease Agreement.
- (b) The parties hereto understand and agree that any and all improvements constructed, or caused to be constructed on the Site, are and shall always remain the property of and owned by Lafayette County. Landlord agrees that it will, upon the request of the Tenant, take such reasonable action as may be necessary to preserve the rights of the Tenant hereunder and that it will not unilaterally, without the prior written consent of Tenant, which consent may be withheld in Tenant's discretion, grant any easement, license, or right-of-way on the Site.

## ARTICLE 4. RENT

**Section 4.01 Rent.** Tenant hereby agrees to pay the following sums as rent (the "**Rent**") for the Site during the Term:

- (a) Commencement of Rent Payments. Tenant's Rent payment obligations shall commence on the Date of this agreement and shall continue until the expiration of the Term, or the earlier termination of this Lease in accordance herewith.
- (b) Amount of Rent. The rent payments due and payable under this lease are as follows:
  - (i) Initial Payment. It is acknowledged that the Lessee will defray a part of the cost of construction of the Facility completed in 2023 with a payment to Lafayette County in the amount of \$102,094.02 (One Hundred Two Thousand Ninety Four Dollars and Two Cents) due and payable upon the execution of this Lease Agreement; and
  - (ii) Monthly Rent. It is further acknowledged that Lessee has agreed to defray part of the construction cost of the Facility completed in 2023 with an additional payment of \$500,000 (Five Hundred Thousand Dollars), the payment of which will constitute rent for the lease and use of all buildings and land comprising the Site. The payment of the Monthly Rent, so defined, will be amortized over 180 (One Hundred Eighty) months. All Monthly Rent due under this Lease shall be due and payable to Landlord on a monthly basis, payable to Lafayette County on the first (1<sup>st</sup>) of each calendar month of the Term.

**Section 4.02 Rent Payment Default; Cure Period.** If Tenant fails to make any Rent payment required in this Article 4, the amount so in default shall continue as an obligation of Tenant until such amount shall have been fully paid. Landlord shall provide Tenant with prompt written notice of its failure to receive any Rent payment due under this Article 4.

**Section 4.03 Rent Obligation Unconditional.** Other than as set forth elsewhere in this Lease, the obligations of Tenant to pay the Rent as provided in this Article 4 shall be absolute and unconditional, irrespective of any defense or any rights of set-off, recoupment or counterclaim it might otherwise have against Landlord or the County.

## **ARTICLE 5. TAXES, UTILITIES AND INSURANCE**

**Section 5.01 Utilities.** Tenant shall pay all customary and reasonable charges for waste water removal, sewer usage or rental, refuse removal, and utilities, including gas, water and electricity, consumed on the Site during the Term as same shall become due and payable. Tenant shall be responsible for submitting all applications for and the payment of all application fees with respect to all desired utilities. Tenant agrees that County, by virtue of the Lease, is not required to furnish free of charge to Tenant, pursuant to the terms of the Lease, any utilities, facilities, equipment, labor, materials or services of any kind, except as otherwise may be required by law.

### **Section 5.02 Insurance.**

- (a) Landlord acknowledges that it retains exclusive and complete ownership interest in the facilities either existing or to be constructed and operated upon the Site and any personal property located on the Site and therefore Lafayette County will insure the property from loss due to typical perils but Tenant is responsible for obtaining all necessary premises, professional, employment, and operations related liability insurance coverages.

**Section 5.03 Permits, Licenses and Other Costs.** Tenant shall, at its sole cost and expense, procure or cause to be procured any and all necessary permits, licenses and other authorizations required for the lawful and proper use, occupation, operation and management of the leased facilities, and the County shall cooperate with Tenant in securing such permits, licenses and authorizations.

## **ARTICLE 6. SPECIAL COVENANTS**

**Section 6.01 Compliance with Laws.** To the knowledge of the County, the Site is in material compliance with all applicable federal, state and local laws, rules, ordinances and regulations. The County has not received any notice that the Site is not in compliance with all applicable federal, state and local laws, rules, ordinances and regulations. Tenant shall, throughout the Term of the Lease and at no expense to the County, promptly comply or cause compliance with all laws, ordinances, orders, rules, regulations and legal requirements of duly constituted public authorities which may be applicable to the Project or to the repair and alteration thereof, or to the use or manner of use of the Project.

### **Section 6.02 Easements and Zoning.**

- (a) **Grant of Easements.** Upon receiving the prior written consent of Landlord, which consent shall not be unreasonably withheld, Tenant may:
  - (i) grant easements, licenses, rights-of-way (including the dedication of public highways) and other rights or privileges in the nature of easements with respect to any part of the Project; or

- (ii) release existing easements, licenses, rights-of-way and other rights and privileges with or without consideration (if with consideration, the proceeds shall be paid to Landlord).

**Section 6.03 Further Assurances and Corrective Instruments.** The parties hereto agree that they will, from time to time, execute, acknowledge and deliver, or cause to be executed, acknowledged and delivered, such supplements hereto and such further instruments as may reasonably be required for correcting any inadequate or incorrect description of the Project hereby leased or intended so to be or for carrying out the intention of or facilitating the performance of this Lease.

**Section 6.04 Quiet Enjoyment.** Landlord warrants to Tenant that Landlord has good and marketable fee simple title to the Site, subject to the Permitted Exceptions, but not to any exceptions which would prohibit Tenant's development and operation of the Project. Landlord further warrants that, other than Permitted Exceptions, there are no local laws, rules or regulations applicable to the Site which would prohibit Tenant's development and operation of the Project. Landlord agrees that, so long as no Event of Default exists under the terms of this Lease beyond any applicable cure period, Tenant's quiet and peaceful enjoyment of the Site shall not be disturbed or interfered with by Landlord, or by any person or party claiming by, through or under Landlord.

**Section 7.05. Assignment and Sublease.** The tenant may not assign any of its rights under this lease nor may it agree to sublease all or a portion of the Site and facilities located on the Site without the express written permission of the County.

**Section 7.06 Affirmative Covenants.** Tenant shall, unless the prior written consent of Landlord is otherwise obtained:

- (a) Promptly notify Landlord of any:
  - (i) Event of Default occurring under this Lease; and
  - (ii) any material representation or warranty made in the Lease that may for any reason cease in any material respect to have been true and complete at the time when made;

## ARTICLE 7. DEFAULTS, REMEDIES AND BANKRUPTCY

### Section 7.01 Default.

- (a) **Events of Default.** A party hereto shall be in default of its obligations hereunder, in the event any one or more of the following events (each an "Event of Default") shall have occurred and shall not have been remedied as hereinafter provided:
  - (i) Failure (by Tenant) to pay any installment of Rent when the same shall be due and payable and the continuance of such failure for a period of ten (10) business days after such payment becomes due and payable;
  - (ii) Failure to perform or violation of any of the other covenants (including affirmative and negative covenants), conditions and agreements herein contained on party's part to be

kept or performed and the continuance of such failure without the curing of same for a period of sixty (60) days after receipt by such party of notice, in writing, from the non-defaulting party specifying in reasonable detail the nature of such failure; and

Landlord agrees that in no event shall such default described in Section 7.01(a)(i) and (ii) hereof on the part of the Tenant be the basis of a forfeiture of this Lease or otherwise result in the eviction of Tenant or the termination of the Term of this Lease.

- (b) Cure Period Extension. In the event that Landlord gives notice of a default under 8.01(a) of such a nature that it cannot reasonably be cured within such sixty (60) day period, then such default shall not be deemed to continue so long as Tenant, after receiving such notice, proceeds to cure the default within such sixty (60) day period and continues to diligently take all steps necessary to complete the same within a period of time in excess of such sixty (60) day period which, under all prevailing circumstances, shall be reasonable.

**Section 7.02 Remedies upon Default.** Whenever any Event of Default referred to in Section 7.01 by Tenant shall have occurred and be continuing, Landlord, after having given proper written notice to Tenant as provided in Section 8.01 (to the extent required) and after passage of the time to cure as therein provided, may take any one or more of the following remedial steps:

- (a) Resort to a court of equity in order to require the tenant to cure the default..

## **ARTICLE 8. MISCELLANEOUS**

**Section 8.01 Notices.** All notices, demands and requests which may or are required to be given by any party hereto to another party hereto shall be in writing, and each shall be deemed to have been properly given when served personally on an executive officer of the party to whom such notice is to be given, when sent by courier receipt requested, or when sent postage prepaid by first class mail, registered or certified, return receipt requested, on the third (3rd) business day following deposit thereof, by deposit thereof in a duly constituted United States Post Office or branch thereof located in one of the states of the United States of America in a sealed envelope addressed as follows:

If to the County: Lafayette County Board of Supervisors  
Lafayette County Courthouse  
P.O. Box 1240  
Oxford, Mississippi 38655  
Attention: President of the Board of Supervisors

With a Copy to: Attorney for the Board of Supervisors at the same address

If to Tenant: Communicare  
152 Hwy 7 South

Oxford, Mississippi 38655  
Attention: Director

With a Copy to: Attorney for Communicare

Tenant, Landlord and the County may, by notice given hereunder, designate any further or different addresses to which subsequent notices, certificates or other communications shall be sent.

**Section 8.02 Severability.** If any clause, provision or section of this Lease be ruled invalid by any court of competent jurisdiction, the invalidity of such clause, provision or section shall not affect any of the remaining provisions hereof. If any term or provision of this Lease shall be to any extent held invalid or unenforceable, the remaining terms and provisions of this Lease shall not be affected thereby, but each term and provision of this Lease shall be valid and be enforced to the fullest extent permitted by law.

**Section 8.03 Amendments.** This Lease may be amended, modified and supplemented only by written agreement of all of the parties hereto; provided, however, that any such amendment, modification or supplementation which does not amend, modify or supplement any obligation or right of the County hereunder may be amended, modified and supplemented by written agreement of only Tenant and Landlord.

**Section 9.04 Recordation.** Upon the execution hereof, Tenant may record a memorandum of this Lease which Landlord agrees to execute, in the office of the Chancery Clerk of Lafayette County, Mississippi, or in any other such office which may at the time provided by law be the proper place for the recordation of a deed conveying the Site.

**Section 9.05 Counterparts.** This Lease may be executed in multiple counterparts or in counterpart originals, each of which taken together shall constitute one and the same instrument.

**Section 8.06 Law Governing.** This Lease shall be governed by and construed in accordance with the laws of the State of Mississippi.

**Section 8.07 Binding Effect.** All agreements, terms, provisions and conditions in this Lease shall extend and inure to the benefit of, and be binding upon, the parties hereto and their respective successors and assigns of the parties hereto; provided, however, that Landlord may not sell or encumber the Site or any portion of the Project, other than to Tenant, nor may Landlord or the County assign any of their respective right under this Lease to any other party, without the prior written consent of Tenant.

**Section 8.08 Headings / Construction.** The table of contents, captions and headings of this Lease are for convenience only, and are not to be construed as a part of this Lease, and shall not be construed as defining or limiting in any way the scope or intent of the provisions hereof. Whenever herein the singular number is used, the same shall include the plural and words of any gender shall include each other gender.

**Section 8.09 Force Majeure.** Anything in this Lease to the contrary notwithstanding, Tenant's inability to fulfill any of Tenant's agreements and undertakings under this Lease other than the payment of Rent shall not be considered an Event of Default if Tenant is prevented or delayed from so doing by reason of strikes, labor troubles, lockouts, unusual weather, riots, civil commotions, acts of God, governmental restrictions, unavailability of services or materials or any other cause beyond the reasonable control of Tenant.

**Section 8.10 Merger.** This Lease represents the entire agreement between the parties hereto and supersedes all prior negotiations, representations or agreements.

**Section 8.11 Waiver.** Any waiver given by either party with respect to performance by the other party of any provision of this Lease shall be construed only as a waiver of the particular provision in question and only then with respect to the particular failure to comply, and such waiver shall not be construed as a waiver of any separate failure to comply or of any other provisions of this Lease.

**Section 8.12 Authority to Execute.** Each of the individuals executing this instrument on behalf of the parties hereto, respectively, represents that he or she has been duly authorized so to do by appropriate action taken by Tenant and the County, as the case may be.

**IN WITNESS WHEREOF,** the parties hereto have executed and delivered this Lease as of the date first above written with actual execution on the dates set forth in the respective acknowledgments below.

THE COUNTY:

LAFAYETTE COUNTY, MISSISSIPPI

By: *Mike Roberts*

Title: President of the Board of Supervisors

ATTEST:

By: *Sherry Wall*

Title: Clerk of the Board of Supervisors

Date: 11/5/23

[SEAL]

STATE OF MISSISSIPPI

COUNTY OF LAFAYETTE

Personally appeared before me, the undersigned authority in and for the jurisdiction aforesaid, the within named Mike Roberts and Sherry Wall, who acknowledged to me that they are, respectively, the and President and Clerk of the Board of Supervisors of Lafayette County, Mississippi (the "County"), and that for and on behalf of the County and as its act and deed, they signed, sealed and delivered the above and foregoing instrument on the day and in the year therein mentioned, they being first duly authorized so to do by the County.

GIVEN UNDER MY HAND AND OFFICIAL SEAL, the 5 day of Nov, 2023.

*Margaret Goodwyn Bankston*  
NOTARY PUBLIC

My Commission Expires



TENANT:

COMMUNICARE

By: [Signature]  
Title: Director, Communicare

STATE OF MISSISSIPPI

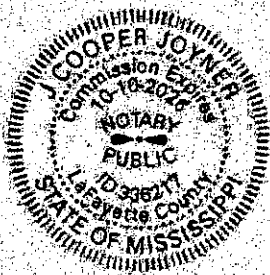
COUNTY OF LAFAYETTE

Personally appeared before me, the undersigned authority in and for the jurisdiction aforesaid, the within named Melody Madaris, who acknowledged to me that he/she is the Director of Communicare and that for and on behalf of Communicare and as its act and deed, he/she signed, sealed and delivered the above and foregoing instrument on the day and in the year therein mentioned, after being first duly authorized so to do by Communicare.

GIVEN UNDER MY HAND AND OFFICIAL SEAL, the 6 day of November, 2023.

[Signature]  
NOTARY PUBLIC

My Commission Expires: 10/10/2026



**EXHIBIT "A" TO LEASE**  
**(legal description of Site)**

**DESCRIPTION**