Division of Building Authority Lease Term: 01/1/2025 to 12/31/2123

STATE OF ARKANSAS Annual Rent: $1.00

COUNTY OF PULASKI Square Feet: 15,725 Rate: n/a

Standard Lease Form 2 Type: New

Approved by Attorney General Worked By: Chris Bell

April 14, 2012 County: 60 Agency: 480

Lease #: S8589 CB

**STATE OF ARKANSAS LEASE AGREEMENT BETWEEN STATE AGENCIES**

This Lease is made this day of 2025, by which Lessor leases the PREMISES to Lessee.

For the purposes of this Lease Agreement the following definitions apply:

"LESSOR" means: ARKANSAS DEPARTMENT OF HUMAN SERVICES – DIVISION OF AGING, ADULT, AND BEHAVIORAL HEALTH SERVICES, an agency of the State

of Arkansas.

"LESSEE" means: ARKANSAS DEPARTMENT OF CORRECTIONS, an agency of the State of Arkansas.

"DBA" means: The Real Estate Services Section of the Arkansas Department of Transformation and Shared Services, Division of Building Authority. By law DBA is the leasing agency for LESSEE. Arkansas Code Annotated §22-2-114. DBA is not an additional LESSEE and therefore shall not owe any rent.

## DESCRIPTION OF PREMISES:

An approximately 15,725 square foot facility commonly known as the DAABHS Administrative Complex located at 4800 West 7th Street, further described in Exhibit “A” (“Site and Parking Plan”) attached hereto and incorporated herein; all situated in the City of Little Rock, County of Pulaski, Arkansas.

## TERM:

The term of this Lease will begin on , 2025 and continue through December 31, 2123, unless the term shall be sooner terminated as hereinafter provided.

## RENT:

The LESSEE agrees to pay $1.00 per calendar year on or before the tenth (10th) day of each such period, upon invoice from the LESSOR. Additional consideration for this lease is hereby provided by the LESSOR to the LESSEE in the form of a Public Advantage, in which LESSEE shall operate a correctional detention center, as a benefit to the Public.

## UTILITIES AND SERVICES:

The LESSOR will not furnish utilities and services. LESSOR shall provide an easement for the extension to the PREMISES of any available utility service for the LESSEE’S use if necessary.

## MAINTENANCE, REPAIR AND REPLACEMENT:

LESSEE agrees that they shall have full responsibility for maintenance, repair, and replacement of any improvements or equipment erected on the PREMISES.

## ALTERATIONS:

The LESSEE may attach fixtures and install signs in or to the PREMISES with LESSOR'S approval, which shall not be unreasonably withheld. Such fixtures and signs shall remain the property of LESSEE and may be removed from the PREMISES within a reasonable time after the termination of this Lease provided the LESSEE shall restore the PREMISES to a condition as good as at the beginning of this Lease, ordinary wear and tear excepted. Any subsequent requested space alterations, attaching fixtures, and erecting additions after the initial construction has been completed and accepted by the LESSEE shall be the responsibility of the LESSEE. No services or work will be performed for which an additional cost or fee will be charged by LESSOR without the prior written authorization of the LESSEE. Notwithstanding any provisions to the contrary in this Lease, the LESSEE is authorized to remove fixtures installed on the premises if authorized in writing by LESSOR. Such written authorization may be obtained in a Supplemental Agreement, a blank copy of which is attached as Exhibit “B”.

## ADDITIONAL PROVISIONS:

LESSOR and LESSEE mutually agree that the following additional provisions are hereby added to become a part of this Lease Agreement:

* 1. LESSOR shall not bear the risk of loss by fire or other casualty. LESSEE shall maintain fire and extended coverage insurance to the full replacement value of the PREMISES.
  2. LESSEE agrees to accept the lease PREMISES in "as is" condition. All modifications will be at the expense of the LESSEE.
  3. This Lease shall benefit and bind the parties hereto and their heirs, personal representatives, successors and assigns.
  4. Nothing in this Lease shall be construed to waive the sovereign immunity of the STATE OF ARKANSAS or any entities thereof.
  5. In all instances in which a LESSEE employs an individual or individuals who require an emergency evacuation auxiliary aid to safely exit the PREMISES during an emergency situation, the LESSEE is required to, and is solely responsible for obtaining, maintaining, and training in the use of said auxiliary aid. Any necessary installation of said device shall be coordinated and approved by the LESSOR. This requirement shall apply in all instances regardless of whether the individual(s) with disabilities are employed at the time of the execution of this Lease, are hired and employed after execution of this Lease, or a current employee regardless of hire date becomes disabled so as to require an emergency evacuation auxiliary aid.
  6. LESSEE shall not sublease nor assign this Lease without the written approval of the LESSOR through DBA.
  7. LESSOR shall have no duty to remove ice, snow or any other common hazards from the PREMISES, including the related and applicable areas within this Lease Agreement.
  8. This Lease contains the entire agreement of the parties.

Executed by the parties who individually represent that each has the authority to enter into this Lease:

LESSOR:

ARKANSAS DEPARTMENT OF HUMAN SERVICES – DIVISION OF AGING, ADULT, AND BEHAVIORAL HEALTH SERVICES

LESSEE:

ARKANSAS DEPARTMENT OF CORRECTIONS

By: By:

Kristi Putnam, Cabinet Secretary Lindsay Wallace, Cabinet Secretary

Date: Date:

## DIVISION OF BUILDING AUTHORITY

As Agent for the State.

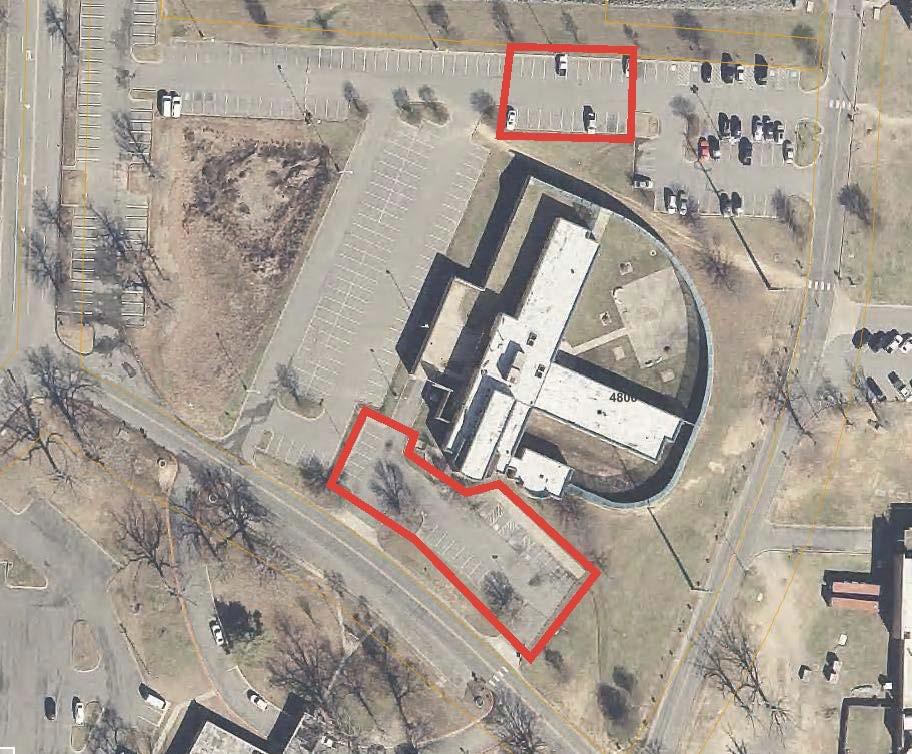
By: Chris Bell, Deputy Director

By: Anne W. Laidlaw, Director

Date:

Date:

# Exhibit “A” (“Site and Parking Plan”)



**DOC**

**Parking**

**Exhibit “B” SUPPLEMENTAL AGREEMENT FOR THE AUTHORIZATION TO REMOVE FIXTURES**

That the ARKANSAS DEPARTMENT OF HUMAN SERVICES – DIVISION OF AGING,

ADULT, AND BEHAVIORAL HEALTH SERVICES, hereinafter referred to as “LESSOR” and the ARKANSAS DEPARTMENT OF CORRECTIONS, hereinafter referred to as “LESSEE” agrees to the following terms and conditions:

That the parties hereby agree that the LESSEE can remove the following fixture(s) herein described:

That the parties agree that the fixture(s) can be removed from the property as is consistent with the lease agreement by and between the parties. That the LESSEE acknowledges and agrees that they are solely responsible for the removal of any items from the property during the tenancy. The LESSOR shall not be held liable for any damage or loss that may result from the LESSEE’S removal of items, including but not limited to, damage to the property, walls, floors, fixtures, or other items within the premises. The LESSEE agrees to take all necessary precautions to avoid causing such damage during the removal process.

By: By: Dept. of Corrections, as LESSEE Dept. of Human Services, as

LESSOR

Date: Date:

*The below is to be completed by a Department of Human Services authorized representative, as LESSOR:*

As a representative of the LESSOR, once the aforementioned item(s) are removed, LESSEE is authorized to perform the following action: (Please check one)

|  |  |
| --- | --- |
|  | Dispose |
|  | Sell |
|  | Donate |
|  | Transport to DHS for storage (Provide address): |

By: Dept. of Human Services, as LESSOR

Date: