

REAL ESTATE LEASE

This Lease Agreement (this "Lease") is dated January 28, 2013, by and between City of Gautier ("Landlord") and Mike Hooks ("Tenant"). The parties agree as follows:

PREMISES. Landlord, in consideration of the lease payments provided in this Lease, leases to the Tenant the 3 bedroom mobile home that is located at Shepard Park (the "Premises") located at 1034 Graveline Rd, Gautier, Mississippi 39553.

TERM. The lease term will begin on January 28, 2013 and will terminate on January 28, 2014, and thereafter shall be automatically renewed for three months on the same terms and conditions as stated herein, save any changes made pursuant to law, until terminated.

MANAGEMENT. The Tenant is hereby notified that City of Gautier is the Property Manager in charge of the Property. Should the tenant have any issues or concerns, the Tenant may contact City of Gautier at 228 497-1878 or by mailing a letter to 3330 Hwy 90, Gautier, Mississippi 39553.

LEASE PAYMENTS. In lieu of a rental fee, the Tenant is to provide general maintenance at the Park for 8 hrs/per week, and to be the "on call" person from 5 p.m.-7 a.m. (Monday through Sunday), and to perform any other duties assigned by the City of Gautier. Whenever possible, time-off should be requested and approved by the Cultural Services Manager at least 24 hours in advance.

POSSESSION. Tenant shall be entitled to possession on the first day of the term of this Lease, and shall yield possession to Landlord on the last day of the term of this Lease, unless otherwise agreed by both parties in writing. At the expiration of the term, Tenant shall remove its goods and effects and peaceably yield up the Premises to Landlord in as good a condition as when delivered to Tenant, ordinary wear and tear excepted.

USE OF PREMISES/ABSENCES. Tenant shall occupy and use the Premises as a full-time residential dwelling unit. Tenant shall notify Landlord of any anticipated extended absence from the Premises not later than the first day of the extended absence.

No retail, commercial or professional use of the Premises is allowed unless the Tenant receives prior written consent of the Landlord and such use conforms to applicable zoning laws. In such case, Landlord may require Tenant obtain liability insurance for the benefit of Landlord.

The failure to abide by the provisions of this section shall constitute a material breach of this Agreement and is a just cause for eviction.

OCCUPANTS. No more than 5 person(s) may reside on the Premises unless the prior written consent of the Landlord is obtained.

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This Lease and occupancy of the premises is binding, individually and severally, on each person(s) specifically named and who signs this Lease, regardless of the named person's occupancy of the Premises.

Authorized Tenants/Occupants:

Mike Hooks
Immediate Family Members

Tenant may have overnight guests on the Premises for not over 7 consecutive days or 14 days in a calendar year, and no more than two guests per bedroom at any one time. Persons staying more than 7 consecutive days or more than 14 days in any calendar year shall NOT be considered original tenants of the Premises. Tenant must obtain the prior written approval of Landlord if an invitee of Tenant will be present at the Premises for more than 7 consecutive days or 14 days in a calendar year.

FURNISHINGS. The following furnishings or appliances will be provided by Landlord: Washer and Dryer. Tenant shall return all such items at the end of the lease term in a condition as good as existed at the beginning of the lease term, normal wear and tear excepted.

RENEWAL TERMS. This Lease shall automatically renew for an additional period of 3 months per renewal term, unless either party gives written notice of termination no later than 60 days prior to the end of the term or renewal term. The lease terms during any such renewal term shall be the same as those contained in this Lease unless Landlord makes changes in writing to the assigned duties in lieu of rent.

PETS. No pets, dogs, cats, birds, fish or other animals shall be allowed on the Premises, even temporarily or with a visiting guest, without prior written consent of Landlord. As required by law, Service Animal(s) are the only exception to this rule. If a pet has been in a Tenant's apartment or allowed into the building, even temporarily (with or without Landlord's permission) Tenant may be charged for cleaning, de-fleaing, deodorizing or shampooing any portion of the building or Premises at the discretion of Landlord.

Strays shall not be kept or fed in or about the Premises. Strays can be dangerous and Landlord must be notified immediately of any strays in or about the Premises.

KEYS. Tenant will be given 2 key(s) to the Premises. All keys must be returned to Landlord following termination of the Lease. Tenant is not permitted to change any locks or place additional locking devices on any door or window of the Premises without Landlord's approval prior to installation. If changes are allowed, Tenant must provide Landlord with keys to any changed locks immediately upon installation.

STORAGE. Tenant shall be entitled to store items of personal property in the maintenance barn. Storage will be allowed at the maintenance barn if it does not interfere with everyday maintenance during the term of this Lease. Landlord shall not be liable for loss of, or damage to, such stored items.

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MAINTENANCE. Landlord shall have the responsibility to maintain the Premises in good repair at all times and perform all repairs necessary to satisfy any implied warranty of habitability except that Tenant will be responsible for: Grass cutting and weed eating for 8 hr. per week, and being on call from 5 p.m.-7 a.m., and any other duties assigned.

Except in an emergency, all maintenance and repair requests must be made in writing and delivered to Landlord or its Agent. A repair request will be deemed permission for the Landlord or its Agent to enter the Premises to perform such maintenance or repairs in accordance with ACCESS BY LANDLORD TO PREMISES herein unless otherwise specifically requested, in writing, by Tenant. Tenant may not place any unreasonable restrictions upon Landlord's or Landlord's Agent's access or entry. Landlord shall have expectation that the Premises is in a safe and habitable condition upon entry.

UTILITIES AND SERVICES. Landlord shall be responsible for all utilities and services incurred in connection with the Premises.

TAXES. If applicable, taxes attributable to the Premises or the use of the Premises shall be allocated as follows:

REAL ESTATE TAXES. Landlord shall pay all real estate taxes and assessments for the Premises.

PERSONAL TAXES. Landlord shall pay all personal taxes and any other charges which may be levied against the Premises which are attributable to Tenant's use of the Premises, along with all sales and/or use taxes (if any) that may be due in connection with lease payments.

PROPERTY INSURANCE. Landlord shall be responsible to maintain appropriate insurance for the mobile home and other property located on the Premises.

OTHER. The Tenant will receive his work assignments from the Cultural Services Manager.

DEFAULTS. Tenant shall be in default of this Lease if Tenant fails to fulfill any lease obligation or term by which Tenant is bound. Subject to any governing provisions of law to the contrary, if Tenant fails to cure any financial obligation within 7 days (or any other obligation within 7 days) after written notice of such default is provided by Landlord to Tenant, Landlord may elect to cure such default and the cost of such action shall be added to Tenant's financial obligations under this Lease or additional work duties may be assigned. The rights provided by this paragraph are cumulative in nature and are in addition to any other rights afforded by law.

TERMINATION CLAUSE. Tenant may, upon 45 days written notice to Landlord, terminate this lease. Termination will be effective as of the last day of the calendar month following the end of the 45 day notice period.

MILITARY TERMINATION CLAUSE. In the event, the Tenant is, or hereafter becomes, a member of the United States Armed Forces on extended active duty and hereafter the Tenant

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receives permanent change of station orders to depart from the area where the Premises are located, or is relieved from active duty, retires or separates from the military, or is ordered into military housing, then in any of these events, the Tenant may terminate this lease upon giving thirty (30) days written notice to the Landlord. The Tenant shall also provide to the Landlord a copy of the official orders or a letter signed by the tenant's commanding officer, reflecting the change, which warrants termination under this clause.

DESTRUCTION OR CONDEMNATION OF PREMISES. If the Premises are partially destroyed by fire or other casualty to an extent that prevents the conducting of Tenant's use of the Premises in a normal manner, and if the damage is reasonably repairable within sixty days after the occurrence of the destruction, Landlord shall repair the Premises and a just proportion of the work assignments shall abate during the period of the repair according to the extent to which the Premises have been rendered untenable. However, if the damage is not repairable within sixty days, or if Landlord is prevented from repairing the damage by forces beyond Landlord's control, or if the property is condemned, this Lease shall terminate upon twenty days' written notice of such event or condition by either party. Tenant shall give Landlord immediate notice of any damage to the Premises.

HABITABILITY. Tenant has inspected the Premises and fixtures (or has had the Premises inspected on behalf of Tenant), and acknowledges that the Premises are in a reasonable and acceptable condition of habitability for their intended use, and the agreed work schedule in lieu of rent payment is fair and reasonable. If the condition changes so that, in Tenant's opinion, the habitability and rental value of the Premises are adversely affected, Tenant shall promptly provide reasonable notice to Landlord.

CUMULATIVE RIGHTS. The rights of the parties under this Lease are cumulative, and shall not be construed as exclusive unless otherwise required by law.

REMODELING OR STRUCTURAL IMPROVEMENTS. Tenant shall be allowed to conduct construction or remodeling (at Tenant's expense) only with the prior written consent of the Landlord which shall not be unreasonably withheld. At the end of the lease term, Tenant shall be entitled to remove (or at the request of Landlord shall remove) any such fixtures, and shall restore the Premises to substantially the same condition that existed at the commencement of this Lease.

ACCESS BY LANDLORD TO PREMISES. Subject to Tenant's consent (which shall not be unreasonably withheld), Landlord shall have the right to enter the Premises to make inspections, provide necessary services, or show the unit to prospective tenants or workers. Landlord will provide reasonable notice of its intention to enter the Premises. If Tenant has, after written notice to cease, continued to deny Landlord access to the unit, as required by State law, such failure is a substantial breach of this agreement and is a just cause for eviction. However, Landlord does not assume any liability for the care or supervision of the Premises. As provided by law, in the case of an emergency, Landlord may enter the Premises without Tenant's consent.

INDEMNITY REGARDING USE OF PREMISES. To the extent permitted by law, Tenant agrees to indemnify, hold harmless, and defend Landlord from and against any and all losses, claims, liabilities, and expenses, including reasonable attorney fees, if any, which Landlord may

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suffer or incur in connection with Tenant's possession, use or misuse of the Premises, except Landlord's act or negligence. Tenant hereby expressly releases Landlord and/or Agent from any and all liability for loss or damage to Tenant's property or effects whether in the Premises, storerooms or any other location in or about the Premises, arising out of any cause whatsoever, including but not limited to rain, plumbing leakage, fire or theft, except in the case that such damage has been adjudged to be the result of the gross negligence of Landlord, Landlord's employees, and/or Agents.

ACCOMMODATION. Landlord agrees to and is committed to complying with all applicable laws providing equal housing opportunities. To ensure compliance, Landlord will make reasonable accommodations for the known physical or mental limitations of an otherwise qualified individual with a disability who is an applicant or a tenant, unless undue hardship would result. It is the applicant or Tenant's responsibility to make Landlord aware of any required accommodation. In writing, the individual with the disability should specify the nature and effect of the disability and any accommodation he or she needs. If after thoughtful consideration and evaluation, the accommodation is reasonable and will not impose an undue hardship, Landlord will make the accommodation. Landlord reserves the right to require appropriate medical verification of the disability.

DANGEROUS MATERIALS. Tenant shall not keep or have on the Premises any article or thing of a dangerous, flammable, or explosive character that might substantially increase the danger of fire on the Premises, or that might be considered hazardous by a responsible insurance company, unless the prior written consent of Landlord is obtained and proof of adequate insurance protection is provided by Tenant to Landlord.

COMPLIANCE WITH REGULATIONS. Tenant shall promptly comply with all laws, ordinances, requirements and regulations of the federal, state, county, municipal and other authorities, and the fire insurance underwriters. However, Tenant shall not by this provision be required to make alterations to the exterior of the building or alterations of a structural nature.

MECHANICS LIENS. Neither Tenant nor anyone claiming through the Tenant shall have the right to file mechanics liens or any other kind of lien on the Premises and the filing of this Lease constitutes notice that such liens are invalid. Further, Tenant agrees to (1) give actual advance notice to any contractors, subcontractors or suppliers of goods, labor, or services that such liens will not be valid, and (2) take whatever additional steps that are necessary in order to keep the premises free of all liens resulting from construction done by or for the Tenant.

ASSIGNABILITY/SUBLETTING. Tenant may not assign or sublease any interest in the Premises, nor assign, mortgage or pledge this Lease. This is a blanket prohibition, meaning no replacement tenant(s) will be permitted and no additional tenant or occupant will be allowed in the Premises even if a Tenant leaves the Premises. This prohibition applies to each and every term of this Lease in regard to space leased to Tenant. Any waiver of this prohibition must be secured from the Landlord in writing. In the event the prohibition is invalidated or lifted, Tenant, Landlord and any subtenant or assignee agrees to be bound by each and every provision contained in this Lease.

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NOTICE. Notices under this Lease shall not be deemed valid unless given or served in writing and forwarded by mail, postage prepaid, addressed to the party at the appropriate address set forth below. Such addresses may be changed from time to time by either party by providing notice as set forth below. Notices mailed in accordance with these provisions shall be deemed received on the third day after posting.

LANDLORD:

City of Gautier
3330 Hwy 90
Gautier, Mississippi 39553

TENANT:

Mike Hooks
8108 Meadowdale Rd
Gautier, Mississippi 39553

Such addresses may be changed from time to time by either party by providing notice as set forth above.

GOVERNING LAW. This Lease shall be construed in accordance with the laws of the State of Mississippi.

ENTIRE AGREEMENT/AMENDMENT. This Lease contains the entire agreement of the parties and there are no other promises, conditions, understandings or other agreements, whether oral or written, relating to the subject matter of this Lease. This Lease may be modified or amended in writing, if the writing is signed by the party obligated under the amendment.

SEVERABILITY. If any portion of this Lease shall be held to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable. If a court finds that any provision of this Lease is invalid or unenforceable, but that by limiting such provision it would become valid and enforceable, then such provision shall be deemed to be written, construed, and enforced as so limited.

WAIVER. The failure of either party to enforce any provisions of this Lease shall not be construed as a waiver or limitation of that party's right to subsequently enforce and compel strict compliance with every provision of this Lease.

BINDING EFFECT. The provisions of this Lease shall be binding upon and inure to the benefit of both parties and their respective legal representatives, successors and assigns.

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LANDLORD:

City of Gautier

Dated: _____

TENANT:

Mike Hooks

Dated: _____

REAL ESTATE LEASE INSPECTION CHECKLIST

Tenant has inspected the Premises and states that the Premises are in satisfactory condition, free of defects, except as noted below: *(Mark any non-applicable items as N/A.)*

| | SATISFACTORY | COMMENTS |
|------------------|--------------|----------|
| Bathrooms | _____ | _____ |
| Carpeting | _____ | _____ |
| Ceilings | _____ | _____ |
| Closets | _____ | _____ |
| Dishwasher | _____ | _____ |
| Disposal | _____ | _____ |
| Doors | _____ | _____ |
| Fireplace | _____ | _____ |
| Lights | _____ | _____ |
| Locks | _____ | _____ |
| Refrigerator | _____ | _____ |
| Screens | _____ | _____ |
| Stove | _____ | _____ |
| Walls | _____ | _____ |
| Windows | _____ | _____ |
| Window coverings | _____ | _____ |
| _____ | _____ | _____ |
| _____ | _____ | _____ |

Date

Tenant Signature:

Mike Hooks

Acknowledged by Landlord:

Date:

City of Gautier

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There came for consideration of the Mayor and Members of the Council of the City of Gautier, Mississippi, the following:

RESOLUTION NUMBER 005-2013

WHEREAS, the Gautier Men's Club has requested the Members of the Council of the City of Gautier to provide four (4) trash barrels and scalpel for the Blessing of the Bikes, which is scheduled to be held on March 16, 2013 8:00 AM – 2:00 PM.

WHEREAS, the Mayor and Council have determined that this event will bring into favorable notice the opportunities, possibilities and resources of the City of Gautier.

NOW, THEREFORE, be it resolved by the Mayor and Members of the Council of the Council of the City of Gautier, MS as follow to-wit:

SECTION 1. That the Cultural Services Department shall four (4) trash barrels and scalpel on March 15th & 16th, 2013.

SECTION 2. That the City Manager or City Clerk is authorized to execute any and all documents necessary.

Motion was made by **Councilman Gollott**, seconded by **Councilwoman Martin** and the following vote was recorded:

AYES: **Tommy Fortenberry**
 Johnny Jones
 Hurley Ray Guillotte
 Gordon Gollott
 Mary Martin
 Scott Macfarland
 Adam Colledge

NAYS: **None**

MAYOR

ATTEST:

CITY CLERK

PASSED AND ADOPTED by the Mayor and Members of the Council of the City of Gautier, Mississippi, at the meeting of February 5, 2013.

There came for consideration of the Mayor and Council of the City of Gautier, Mississippi the following:

ORDER NUMBER 027-2013

WHEREAS, the minutes of the August 21, 2012 Council meeting contain errors concerning the Motion and Order relative to the consideration of the Preliminary Plat Approval for Cypress Landing, and do not accurately reflect the action taken by the Council;

NOW, THEREFORE, IT IS HEREBY ORDERED BY the Mayor and Council of the City of Gautier, Mississippi, that the minutes of the Council Meeting on August 21, 2012 concerning the action taken regarding the Preliminary Plat Approval for Cypress Landing are hereby rescinded, and the following Motion and Order are adopted as the minutes for the action taken on August 21, 2012.

Motion was made by Councilman Colledge to deny GPC Case 11-11-SD for the Subdivision Preliminary Plat Approval for Cypress landing, a subdivision comprising of plus or minus 17 acres, for the following reasons:

Section 1. Section 4.1.8, Major Development, Section B, following the required public notice of hearing, City Council shall either approve, approve with conditions, approve with modifications or deny the Technical Review Committee's recommendation and shall determine conformity of the proposed development with the Comprehensive Plan, this code and other applicable requirements.

Section 2. This proposed major development does not conform and is not consistent with the goals and objectives and policies of the City's comprehensive plan and does not conform to the existing character of the neighborhood.

Section 3. The Comprehensive Plan designates this area as low residential. It's primarily of homes on larger lots and larger homes. This proposed development involves lot sizes smaller that are not in the current character with the neighborhood. You have to preserve the character. It's not compatible. It does not conform.

Section 4. Some types of infill development are desired. However, care must be taken to ensure the new development fits in contextually with existing development; part of the Comprehensive Plan adopted September 2009. This development does not.

Section 5. Per the Comprehensive Plan, as new homes are being built, a concentrated, sustained effort must be made to preserve the integrity of existing neighborhoods. This development does not preserve the integrity and conform with the existing neighborhood.

Section 6. Per the Comprehensive Plan, protecting existing single-family neighborhoods from excessive through traffic, commercial encroachment and inappropriate subdivision of lots. Once again, this development is inappropriate for this area, does not conform, does not fit in contextually.

Based on those items, we must deny this subdivision plan.

Motion was made by Councilman Colledge, seconded by Councilman Gollott and the following vote was recorded:

AYES: Tommy Fortenberry
Johnny Jones
Hurley Ray Guillotte
Gordon Gollott
Mary Martin
Scott Macfarland
Adam Colledge

NAYS: None

MAYOR

ATTEST:

CITY CLERK

PASSED AND ADOPTED by Mayor and Members of the Council of the City of Gautier, Mississippi, at the meeting of February 5, 2013.