

STATE OF GEORGIA                     )  
  )                     LEASE AGREEMENT  
RICHMOND COUNTY                  )

THIS LEASE AGREEMENT, made this \_\_\_\_\_ day of \_\_\_\_\_, 2023, by and between AUGUSTA, GEORGIA, a political subdivision of the State of Georgia, hereinafter referred to as “Lessor” and DOWNTOWN DEVELOPMENT AUTHORITY OF AUGUSTA-RICHMOND COUNTY (“DDA”), hereinafter referred to as “Lessee”;

WITNESSETH:

1. Premises: The Lessor, for and in consideration of the rents, covenants, agreements, and stipulations hereinafter set forth, to be paid, kept and performed by the Lessee, does hereby lease unto the said Lessee, and said Lessee hereby agrees to lease and take upon the terms and conditions which hereinafter appear, the following property located at 600 Broad Street, Augusta, Georgia, to wit: approximately 13,168 square feet of office space, Parcel No. 0471304000.
2. Term: The term of this lease shall begin on the \_\_\_\_\_ day of \_\_\_\_\_, 2023, and shall end on December, 31 2023 and annually renew automatically until December 31, 2033, at midnight, unless sooner terminated by either Lessor or Lessee as herein provided. At the expiration of the initial term, Lessee shall have the option to renew for another ten year term.
3. Rental: Lessee shall pay to Lessor during the term of this lease a yearly rental payment in the amount of \$1.00 payable in advance on the first day of the lease term.
4. Use of Premises: The Premises shall be used for a Downtown Augusta Microenterprise Center funded and in compliance with the Small Business Administration ("SBA") guidelines. It shall not be used for any other purpose without the advance written consent of Lessor. The Premises shall not be used for any illegal purpose, in any manner that creates

a nuisance or trespass, or in any manner so as to invalidate the insurance or increase the rate of insurance on the Premises.

5. Ownership: The premises shall remain the property of the Lessor throughout the term of the lease.

6. Destruction of or Damage to Premises: If the Premises are totally destroyed by storm, fire, flood, lightning, earthquake or other casualty, this Lease shall terminate as of the date of such destruction.

7. Assignment and Subletting: Lessee may not sublease their rights or obligations under this lease. Lessee may, however, at its discretion permit Augusta Technical College or other academic collaborators to manage the day-to-day operations of the Downtown Augusta Microenterprise Center.

8. Signs: Any and all signs placed on the Premises by Lessee with the consent of the Lessor shall be maintained in compliance with rules and regulations governing such signs and the Lessee shall be responsible to Lessor for any damage caused by installation, use, or maintenance of said signs, and Lessee agrees upon removal of said signs to repair all damages incident to such removal. SBA signage and logos shall be permitted and displayed as required by the SBA.

9. Repairs, Alterations and Additions: Any and all repairs, alterations and additions made to the Premises hereby leased by the Lessee, shall be and remain a part of said Premises hereby leased by the Lessee, and shall be surrendered to the Lessor by the Lessee at the expiration of the term of this Lease. Any alterations or additions to the Premises and any repairs, which may affect the physical appearance of the Premises, shall not be made without the advance written approval of the Lessor with such approval being timely and reasonable. Any and all repairs, alterations and additions to the Premises shall be performed in a good and workmanlike manner using appropriate historic or new materials and equipment and in compliance with all safety codes and regulations. In the event that any repairs, additions,

alterations or improvements are made by the Lessee after obtaining the written consent of the Lessor through a contractor, the Lessee agrees that it will closely supervise such work and see that all laborers and materialmen are promptly paid so that no lien will accrue or be filed against the Premises; and in the event that the Lessee hires laborers and/or purchases material itself for the improvement of the Premises, it will promptly pay all charges for such labor and materials when the same become due so that no liens will accrue or be filed against the Premises and no claim can be asserted against Lessor for such payment. Lessor shall have the right to call upon the Lessee for a statement or other information concerning the payment of any contractor, laborer and/or materialman who may have furnished labor or materials for the improvement on the Premises and Lessee covenants and agrees that it will immediately give full information in regard to all such to the Lessor upon demand. Lessee, however, shall have the right to remove Lessee's personal property in the nature of trade and/or business fixtures from the Premises at the expiration of this Lease, but Lessee shall, at its own expense, repair any damage to the Premises which may result from the removal therefrom of any such personal property of Lessee. Nothing in this paragraph or in this Lease shall be constructed to authorize the Lessee to remove from the Premises any heating or air conditioning equipment, any electric wiring, electric fixtures, switches, duct-work, pipes, plumbing fixtures, ceiling fans, or any similar materials or equipment which may have been installed by Lessee. Said materials shall become the property of Lessor upon the termination of this Lease, but shall also remain part and parcel of the premises upon the execution of the transfer of the property.

10. Utilities, Maintenance, and Insurance: Upon the execution of this lease, Lessee shall be responsible for any and all utilities, maintenance costs, and insurances through the remainder of the Lease. Lessee may delegate these costs to the operator of the Downtown Augusta Microenterprise Center, but the Lessee is ultimately responsible.

11. No Estate in Land: This contract shall create the relationship of Lessor and Lessee between the parties hereto and no estate shall pass out of Lessor during the term of the lease.

12. Termination: Upon failure of the Lessee to fulfill any of its obligations contained in this Lease, the Lessor shall send the Lessee written notice of such default. The Lessee shall have fourteen (14) days from receipt of such written notice to cure the default described in the notice. Should the Lessee fail to cure the default within the fourteen (14) day period, the Lessor shall have the option to terminate this Lease and, upon such termination, the Lessee shall immediately surrender possession of the Premises back to the Lessor.

13. Holding Over and Extension: At the expiration of this lease, Lessor shall offer Lessee a Ten Year extension, provided that the Downtown Augusta Microenterprise Center truly does serve the public interest in its temporary stewardship of this government owned property. If Lessee remains in possession of Premises after expiration of the term without Lessor's acquiescence and without any express agreement of parties, Lessee shall be a tenant at will at the market rental rate calculated at the end of this Lease; and there shall be no renewal of this Lease by operation of law.

14. Exculpation and Indemnification: The Premises are being leased to Lessee "AS IS", and Lessee accepts said Premises in its present condition and acknowledges that it has inspected the same and found the Premises to be suitable for its intended use. If any repairs to the improvements located on the premises covered by this Lease are required during the term of this Lease, the cost of same shall be paid by Lessee. It is an express condition of this Lease Agreement that, except when caused solely by its negligence, Lessor, its officers, agents, and employees, shall be free from any and all claims, debts, demands, liabilities, or causes of action of every kind or character, whether in law or in equity, by reason of any death, injury, or damage to any person or persons or damage or destruction of property or loss of use thereof, whether it be the person or property of Lessee, its invitees, licensees, agents, or employees, or any third persons, from any cause or causes whatsoever arising from any event or occurrence in or upon the Premises or any part thereof or otherwise arising from Lessee operations under and indemnify and save harmless the Lessor, its officers, agents, and employees, against and from any and all such claims, demands, debts, liabilities, and causes of action (other than those caused solely by Lessor's negligence) including reasonable attorney's fees and costs to be incurred by Lessor in defending same.

Lessee specifically agrees that its operations shall be conducted in compliance with all federal, state and local environmental laws, rules and regulations and agrees to indemnify and hold harmless Lessor and including without limitation, members of the Augusta Georgia Commission harmless from and against all liabilities, losses, suits, claims, demands, judgments, fines, damages, costs and expenses (including all costs for investigation and defense thereof, including but not limited to court costs, expert fees and reasonable attorneys' fees) which may be incurred by, charged to or recovered from the foregoing (i) by reason or on account of damages to or destruction of the property of Lessor, or any property of , injury to or death of any person, resulting from or arising out of Lessee's use of the premises (except when such damages, destruction, injuries or death arise solely by reason of Lessor's negligence), or (ii) arising out of the failure of Lessee to keep, observe or perform any of the agreements or conditions of this Agreement. Lessee will refer to Lessor promptly upon notice thereof, any claim made or suit instituted against it which, in any way, affects Lessor or its insurer, and either Lessee shall defend or compromise same following notice from Lessor, then Lessor shall have the right to compromise and defend the same to the extent of its interests, with all cost to be borne by Lessor.

15. Rights Cumulative: All rights, powers and privileges conferred hereunder upon Lessor shall be cumulative but not restrictive to those given by law.

16. Service of Notice: Any notice, demand, request, approval, consent, or other communication (hereinafter referred to as "notice"), which Lessor or Lessee may be required to permit to give to each other shall be in writing and shall be mailed in an official United States Post Office, certified or registered mail, return receipt requested, with adequate postage prepaid, to the other party at the address as each party as designated in this Lease or shall have changed by proper notice in writing to the other. Such addresses are as follows:

<u>Lessor</u> :	Augusta, Georgia Office of the Mayor 535 Telfair Street, Suite 200 Augusta, GA 30901
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<u>With Copy to</u> :	General Counsel
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Augusta Law Department  
535 Telfair Street, Building 3000  
Augusta, GA 30901

Administrator  
Office of the Administrator  
535 Telfair Street Suite 910  
Augusta, GA 30901

Lessee:

Executive Director  
DDA  
1101 Greene Street  
Augusta, GA 30901  
[mwoodard@augustadda.com](mailto:mwoodard@augustadda.com)  
[jack@tallpines.ltd](mailto:jack@tallpines.ltd)

With Copy to:

James S. Murray  
Turner Padget  
209 7<sup>th</sup> Street, 3<sup>rd</sup> Floor  
Augusta, GA 30901

If notice is not an answer or reply to a previous notice from the other party, the time of rendition of such shall be the date when the receipt is signed, refused or returned unclaimed. If the notice is an answer or reply to a previous notice from the other party, the time of rendition of such shall be the date postmarked by the United States Postal Service. In the event of a postal strike or other interference with the regular delivery of mail, notices may be served in person or by telegram in lieu of certified or registered mail, but shall be effective upon receipt.

17. Waivers of Rights: No failure of Lessor to exercise any power given it hereunder or to insist upon strict compliance by Lessee with any of its obligations hereunder and no custom or practice of the Lessor at variance with the terms hereof shall constitute a waiver of Lessor's right to demand strict compliance with terms hereof.

18. Time of Essence: Time is of the essence of this Agreement.

19. Inspection by Lessor: Lessor, its authorized officers, employees, agents or representatives shall have the right to enter upon the premises to make inspections during regular business hours when a representative of the Lessee is present, or at any time in case of emergency and/or

to determine whether Lessee has complied with and its complying with the terms and conditions of this agreement; provided, however, that said inspection shall in no event unduly disrupt or interfere with the operation of the Lessee.

20. Taxes: Lessee shall pay all personal property taxes legally assessed against its equipment, furniture or other personal property located on the Premises.

21. Insurance: Lessee hereby agrees to maintain at all times, at Lessee's expense, the following insurance coverage:

- a. Comprehensive General Liability: Lessee shall procure and shall maintain during the life of the Lease, such Comprehensive General Liability and Broad Form Property Damage Insurance as shall protect Lessee and any subcontractor performing Work covered by this Lease from claims for damages for bodily injury, including accidental death, as well as from claims for property damages, which may arise from operations under the Lease, whether such operations are by the Lessee or by any subcontractor or by anyone directly or indirectly employed by either of them. The amount of insurance shall not be less than the following:

<u>General Aggregate</u>	<u>\$2,000,000.00</u>
<u>Products Comp/Ops Aggregate</u>	<u>\$2,000,000.00</u>
<u>Personal and Advertising Injury</u>	<u>\$1,000,000.00</u>
<u>Each Occurrence</u>	<u>\$1,000,000.00</u>
<u>Fire Damage (Any one fire)</u>	<u>\$50,000.00</u>
<u>Medical Expenses (Any one person)</u>	<u>\$5,000.00</u>

- b. Certificates of Insurance: Certificates acceptable to the Lessor shall be attached to the signed Lease Documents when they are transmitted to the Lessor for execution. The Lessor shall be an additional named insured on all insurance certificates.

24. Open Records: The Lessee acknowledges that all records relating to this Agreement and the services to be provided under this Agreement may be a public record subject to Georgia's Open Records Act. (O.C.G.A. § 50-18-70, et seq.). Lessee shall cooperate fully in responding to such request and making all records, not exempt, available for in section and copying as provided by law. Lessee shall notify Lessor immediately of any request made under the Open Records Act and shall furnish Lessor with a copy of the request and the response to such request.

25. Governing Law: This Agreement shall be governed and interpreted by the laws of the State of Georgia

26. Venue: All claims, disputes and other matters in question between the Lessor and the Lessee arising out of or relating to the Agreement, or the breach thereof, shall be decided in the Superior Court of Richmond County, Georgia. The Lessee, by executing this Agreement, specifically consents to venue in Richmond County and waives any right to contest the venue in the Superior Court of Richmond County, Georgia.

27. Entire Agreement: This Lease contains the entire agreement of the parties and no representations, inducements, promises or agreements, oral or otherwise, between the parties not embodied herein shall be of any force or effect. No failure of either party to exercise any power given it hereunder, or to insist upon strict compliance by either party of any obligations hereunder and no custom or practice of the parties at variance with the terms hereof. This Agreement may only be amended by writing signed by both parties.

[Signatures on the Following Page]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed as of the day and year first above written.

AUGUSTA, GEORGIA

DOWNTOWN DEVELOPMENT  
AUTHORITY OF AUGUSTA-  
RICHMOND COUNTY

Lessor

Lessee

By: \_\_\_\_\_

Garnett L. Johnson, Mayor

By: \_\_\_\_\_

Margaret Woodard, Executive Director

Attest: \_\_\_\_\_

Lena J. Bonner, Clerk

Sworn to and subscribed before me this \_\_\_\_

day of \_\_\_\_\_, 2023.

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