

## LEASE AGREEMENT

THIS LEASE AGREEMENT (hereinafter referred to as this "Lease"), made and entered into as of the \_\_\_\_\_ day of \_\_\_\_\_, 2022, between COLUMBUS, GEORGIA, a consolidated city-county government (hereinafter referred to as "Landlord"), and CRAWFORD JMD HOLDINGS, LLC, (hereinafter referred to as "Tenant").

### WITNESSETH THAT:

WHEREAS, Landlord is the owner of the hereinafter described property and desires to lease the same to Tenant upon the terms and conditions hereinafter set forth, and Tenant desires to lease said property from landlord upon the terms and conditions hereinafter set forth.

NOW, THEREFORE, for and in consideration of the premises recited, the rents to be paid hereunder and the benefits accruing to the parties hereto, Landlord and Tenant do hereby agree as follows:

1. Premises. Landlord does hereby lease to Tenant and Tenant does hereby lease from Landlord vacant land of approximately 0.242 acres located on the east side of 6th Avenue, directly underneath or below the 13th Street Viaduct, in Columbus, Muscogee County, Georgia, and being more particularly shown and described on Exhibit "A", attached hereto and made a part hereof, together with and subject to all rights, privileges, easements, appurtenances, and amenities encumbering, belonging or in any way pertaining to said premises (the "Premises").

2. Term. The term of this Lease shall be for five (5) years commencing on the execution date.

3. Renewal. At the expiration of the initial five-year term of this Lease, and provided Tenant is not in default hereunder, this Lease may be renewed by Lessee for one (1) additional five (5) year renewal term. Thereafter, and provided Tenant is not in default hereunder, Tenant shall have the right to renew this Lease for two (2) additional five (5) year renewal terms, provided Tenant obtains Landlord's prior written consent, which consent shall not be unreasonably withheld. Tenant, in order to exercise any such renewal option, shall give Landlord not less than sixty (60) days prior written notice of Tenant's intent to renew before the end of the initial term or the then applicable renewal term. During any renewal term hereof, the Tenant shall lease the Premises from the Landlord upon the same terms and conditions as herein provided.

4. Voluntary Termination. Notwithstanding any provision herein to the contrary, Tenant shall have the right to terminate this Lease, at any time, with or without cause, upon giving no less than thirty (30) days prior written notice of cancellation to the Landlord. Tenant shall continue to pay the normal rental due hereunder until the date of cancellation. After the running of the five (5) years from the date hereof, and provided Landlord has not consented and agreed to grant Tenant two (2) additional five (5) year renewal options as provided above, then Landlord shall have the right to terminate this Lease, at any time, with or without cause, upon

giving no less than thirty (30) days prior written notice of cancellation to Tenant.

5. Rent. In addition to any improvements done to or placed upon the Premises, Tenant shall pay to Landlord as rent for the use, possession and occupancy of the Premises, \$1,000 at signing, with \$1,000 per annum on the anniversary date of the commencement date for the entire five (5) year term. The annual lease payment of \$1,000 shall be due and payable as of the first day of any renewal term on the commencement date set hereunder. Tenant shall also pay for Landlord's attorney fees in the preparation and execution of this Lease up to and not to exceed \$800.

6. Use; Maintenance. Tenant shall use the Premises for: (i) the parking of the trucks, automobiles and other vehicles of Tenant and Tenant's officers, owners, employees, agents, customers, invitees, and guests; (ii) pedestrian and vehicular access to and from the Premises to 6th Avenue and to, from and between the Tenant's offices located at 1242 6th Avenue and 1300 6th Avenue; (iii) installation, use, inspection and maintenance of a communication or network system between Tenant's above described offices, including, without limitation, buried cables, wires and conduits, manholes, equipment, housings, and related facilities, and (iv) any other lawful use related thereto. Tenant shall not make any unlawful or offensive use of the Premises, will substantially comply with all applicable statutes, ordinances, rules, orders, regulations or requirements of federal, state and municipal governments, and will not unreasonably interfere with, impeded or block vehicular, pedestrian or other access from said 6th Avenue to the property adjoining and located east of the Premises.

Tenant shall be responsible to improve, maintain and repair the Premises during the term hereof and to keep the same in a good and clean condition.

7. Authority; Possession. Landlord represents and warrants to Tenant that Landlord is the owner of the Premises, that Landlord has the right, authority and power to enter into this Lease for the term stated and that, so long as the Tenant pays the rent herein stipulated and performs all other obligations of the Tenant hereunder, Landlord will warrant and defend the right of Tenant to quietly and peacefully use and enjoy the Premises during the term hereof.

8. Sublease; Assignment. Tenant may not assign this Lease or sublet any portion of the Premises to any person, firm or corporation without obtaining the written consent of Landlord, which consent shall not be unreasonably withheld. Notwithstanding the preceding, Tenant may transfer, assign or sublease the Premises to an affiliate or successor of Tenant, including, without limitation, to ~~WSI Properties, LLC~~, without obtaining Landlord's prior written consent.

9. No Liability; Insurance. Landlord shall not be liable for any damage to any property of the Tenant or of Tenant's officers, owners, employees, agents, customers, invitees or guests located on the Premises, and Tenant shall maintain appropriate insurance to protect its property and fixtures located thereon.

10. Default. In the event Tenant fails to pay any rent provided herein or perform any

other covenant required of it in this Lease, and if such default shall continue for thirty (30) days after Tenant's receipt of prior written notice of default from the Landlord, at Landlord's option, Landlord may, in addition to any other right or remedy provided at law or in equity, terminate this Lease immediately and, without resort to legal proceedings, have the right to re-enter and summarily take possession of the Premises and remove the property of Tenant therefrom.

11. Utilities. Tenant shall furnish and pay for all water, natural gas, electricity, telephone, internet, cable and other utilities used by Tenant on the Premises during the term hereof.

12. Indemnification. Tenant shall assume all responsibility for, and indemnify and save harmless Landlord from any and all loss, expense or claims, including reasonable attorney's fees, arising out of any personal injury, death, property damage and any loss whatsoever occurring on the Premises and caused by the negligent or intentional acts of Tenant, its officers, owners, employees, agents, customers, invitees and guests.

13. Surrender of Premises. Tenant shall surrender to Landlord, at the expiration of the term hereof, the Premises in as good condition as they were in at the commencement of the term hereof, natural wear and tear excepted.

14. Alterations. Tenant shall not make alterations, additions or improvements to the Premises without first obtaining the written consent of Landlord, which consent shall not be unreasonably withheld.

15. Signage. Tenant shall have the right to install signs on the Premises upon obtaining the written consent of Landlord, which consent shall not be unreasonably withheld. Such signs shall comply with all applicable laws, ordinances, rules and regulations relating thereto and shall be removed by Tenant at the expiration of this Lease and any damage to the Premises caused by such removal shall be repaired by Tenant.

16. Inspection. Landlord shall have the right to inspect the Premises during reasonable business hours upon reasonable prior notice to Tenant.

17. Notice. All notices provided for in this Lease shall be in writing, and shall be sent by registered or certified mail, return receipt requested. Notice to Tenant shall be addressed to Tenant at 1025 1<sup>st</sup> Ave. Columbus, GA 31901, Attention: Ernie Smallman. With Copy to John Menza Dudley Jr. 801 13<sup>th</sup> St. Phenix City, Al. 36867. Notices to Landlord shall be addressed to Landlord at P.O. Box 1340, Columbus, Georgia 31902, Attention: City Manager; with a copy to the City Attorney at P.O. Box 1340, Columbus, Georgia 31902. Either party may change its address for purposes of the foregoing upon giving prior written notice to the other as provided herein.

18. Binding. This Lease shall be binding upon the respective heirs, executors, administrators, successors, and assigns of the parties hereto.

19. Entire Agreement. This Lease provides the entire agreement between the parties

hereto, and no statements, representations or warranties shall be binding upon said parties unless included herein or subsequently reduced to writing and signed by said parties.

20. Environmental. To the extent provided by law, Landlord hereby agrees to indemnify, defend and hold harmless Tenant from and against any suits, actions, legal or administrative proceedings, demands, claims, liabilities, fines, penalties, loses, injuries, damages, expenses, or costs, , incurred by, claimed or assessed against Tenant under any laws, rules or regulations, whether federal, state or local, in any way connected with injury to any person or damage to any property or any loss to Tenant, whether direct or consequential, foreseeable, or unforeseeable, directly or indirectly arising out of or occasioned in any way by any hazardous or toxic substances, including, but not limited to, any oil or petroleum products, that at any time may have been or may be stored or caused to be released upon the Premises by Landlord, its agents, servants, employees, on or before the date.

Tenant hereby agrees to indemnify, defend and hold harmless Landlord from and against any suits, actions, legal or administrative proceedings, demands, claims, liabilities, fines, penalties, loses, injuries, damages, expenses or costs, including attorney's fees, incurred by, claimed or assessed against Landlord under any laws, rules or regulations, whether federal, state or local, in any way connected with injury to any person or damage to any property or any loss to Landlord, whether direct or consequential, foreseeable, or unforeseeable, directly or indirectly arising out of or occasioned in any way by any hazardous or toxic substances, including, but not limited to, any oil petroleum products, that at any time may have been or may be stored or caused to be released upon the Premises by Tenant, its agents, servants, employees, tenants, invitees, independent contractors, successors, predecessors or assigns after the date hereof.

21. Multiple Counterparts. This Lease may be executed in more than one counterpart and each such counterpart or copy shall serve as an original hereof.

[Signatures to Follow]

IN TESTIMONY WHEREOF, Landlord and Tenant have caused this Lease to be executed as of the date first above written.

Landlord:

COLUMBUS, GEORGIA

By:

Isaiah Hugley, City Manager

Attest:

Sandra T. Davis, Clerk of Council

(SEAL OF CITY/COUNTY)

Tenant:

CRAWFORD JMD HOLDINGS, LLC

By:

Its:

Attest:

Its:

(CORPORATE SEAL)

**EXHIBIT "A"**