

## GROUND LEASE

This Ground Lease (this "Lease"), dated as of the \_\_\_\_ day of \_\_\_\_\_ 2024, by and between **City of Dalton** ("Landlord"), and **City of Dalton Board of Education** ("Tenant").

All exhibits hereto are incorporated herein by this reference.

### WITNESSETH

In consideration of Ten Dollars (\$10.00), other good and valuable consideration, and the mutual covenants contained herein, and intending to be legally bound hereby, Landlord and Tenant hereby agree with each other as follows:

#### **Section 1. Premises.**

Landlord hereby leases and lets to Tenant, and Tenant hereby takes and hires from Landlord, upon and subject to the terms, conditions, covenants and provisions hereof, a portion of that certain parcel of land, situated at 1275 Cross Plains Tr, Dalton, GA, 30720, and more particularly described in **Exhibit "A"** hereto, together with any and all improvements, appurtenances, rights, privileges and easements benefiting, belonging or pertaining thereto (all the foregoing hereinafter referred to as the "Premises).

The rights granted to Tenant under this Lease are referred to herein as the "Leasehold Estate." The rights of Landlord in the Premises after giving effect to the Leasehold Estate are referred to herein as the "Reversionary Estate." The "Reversionary Estate" includes all of Landlord's rights pursuant to this Lease.

#### **Section 2. Term; Termination.**

The term of this Lease shall commence on July 15, 2024 (the "Commencement Date") and shall expire three (3) years from the Commencement Date (the "Term"). Either party may terminate this Lease with thirty (30) days written notice to the other party.

#### **Section 3. Rent**

The rent for the term shall be Ten Dollars (\$10.00).

#### **Section 4. Use of Premises.**

The Premises shall be used for the construction, maintenance, and use of a Reserve Officers' Training Corps (ROTC) challenge course (the "ROTC Course") on the Premises, which will accommodate the growing needs of Tenant's ROTC program and optimize the utilization of Landlord's underused park areas.

## **Section 5. Improvements, Alterations, Surrender**

(a) (i) Tenant shall have the right, at its own cost and expense, to construct on any part or all of the Premises, the ROTC Course; provided that the same shall be in compliance with all laws and then applicable building codes and ordinances; and provided that Landlord approves of the location of the improvements. Tenant shall coordinate with Landlord to ensure that the Premises are prepared and suitable for the planned construction of the ROTC Course. Landlord and Tenant will work collaboratively to address any issues that may arise during the construction and maintenance phases.

(ii) At Tenant's sole cost, Landlord agrees to cooperate with Tenant (including, without limitation, by signing applications) in obtaining any necessary Permits for any work (including, without limitation, sign installation) which Tenant is permitted to perform pursuant to this Lease.

(b) On the last day or sooner termination of the Term of this Lease, Tenant shall quit and surrender the Premises, and the ROTC Course and all permanent improvements then thereon, damage by fire or other casualty and taking by eminent domain excepted.

## **Section 6. Access to Premises.**

Landlord or Landlord's agents and designees shall have the right to enter upon the Premises at all reasonable times upon reasonable notice to examine same, as the same may have been extended; and provided that no such entry shall unreasonably interfere with the conduct of Tenant's business on the Premises.

## **Section 7. Assignment, Transfer and Subletting.**

Tenant may not, without the consent of Landlord, assign, transfer or sublease (in whole or in part or parts) this Lease or its rights hereunder (in whole or in part or parts). Upon any such assignment, transfer or sublease, Tenant shall be relieved of its obligations hereunder.

## **Section 8. Landlord's Warranties and Representations.**

Landlord represents and warrants to Tenant as follows:

(a) Tenant shall, upon paying the rent reserved hereunder and observing and performing all of the terms, covenants and conditions on Tenant's part to be observed and performed, peaceably and quietly have and hold, the Premises, without hindrance or molestation by any person or persons, subject, however, to the terms of this Lease;

(b) Landlord has full right and authority to enter into this Lease and perform Landlord's obligations under this Lease;

(c) Landlord shall at all times comply with all applicable laws, ordinances, rules and regulations governing the division or parcelization of real property for purposes of lease, sale or financing, so that this Lease shall constitute a lawful conveyance to Tenant of a leasehold estate in the Premises;

**Section 9. Tenant's Covenants and Responsibilities.** Tenant covenants and agrees that Tenant will, without demand:

- A. Keep the Premises reasonably clean and free from all rubbish, ashes, dirt and other matter;
- B. Keep the Premises and ROTC Course well maintained, including regular inspections, repairs, and landscaping;
- C. Ensure that the Premises and ROTC Course remain safe and in good condition for use by Tenant's ROTC program and any other authorized users;
- D. Coordinate with Landlord to establish a schedule for the use of the ROTC Course, ensuring that it is available for Tenant's ROTC program as needed while allowing for community access as appropriate;
- E. Comply with any requirements of any of the constituted public authorities, and with the terms of any state or federal statutes or local ordinances or regulations applicable to Tenant to or for Tenant's use of the Premises and save Landlord harmless from penalties, fines, costs or damages resulting from the failure to do so;
- F. Give to Landlord prompt written notice of any accident involving persons other than agents or employees of Tenant, fire or damage occurring on or to the Premises;
- G. Secure any and all permits for such improvements as Tenant intends to make of the Premises, and upon obtaining such permit, Tenant shall not use the Premises in any manner not inconsistent with or in violation of such permit.
- H. Use the Premises for legal purposes only and not for any illegal purposes; nor in any manner to create any nuisance or trespass.
- I. Assume sole responsibility for or incur liability for any injury to person or property caused by any act or omission of any person while on the Premises.
- J. Assume all liability for any claim, suit, or demand arising out of any improvements to the Premises or any indebtedness or obligations incurred by the Tenant in making any such improvements.

**Section 10. Insurance.**

(a) Tenant shall provide, at its expense, and keep in force during the Term of this Lease, general liability insurance in a good and solvent insurance company or companies licensed to do business in the State in which the Premises is located, selected by Tenant, in the amount of at least one million dollars (\$1,000,000) per occurrence for bodily injury and for property damage with respect to the Premises. Such policy or policies shall include Landlord as an additional insured.

(b) During the Term of this Lease, Tenant shall keep all buildings and improvements erected or caused to be erected, at any time, by Tenant on the Premises insured for the benefit of Landlord and Tenant and the holder of any Leasehold Mortgage, as their respective interests may appear, against loss or damage by fire and the so-called customary extended coverage casualties in a minimum amount necessary to avoid the effect of co-insurance provisions of the applicable policies. All proceeds payable at any time and from time to time by any insurance company under such policies shall be payable to such Leasehold Mortgagee, as the Leasehold Mortgage or other loan documents pertaining to the Leasehold Mortgage (“Loan Documents”) may provide, or, if none, to Tenant. If any such proceeds are paid to such Leasehold Mortgagee, Tenant shall be entitled to receive the full amount thereof in accordance with the terms of such Leasehold Mortgage or Loan Documents, and Landlord shall not be entitled to, and shall have no interest in, such proceeds or any part thereof. Any proceeds paid directly to Tenant shall be retained by Tenant and Landlord shall not be entitled to, and shall have no interest in, such proceeds or any part thereof. Landlord shall, at Tenant’s cost and expense, cooperate fully with Tenant in order to obtain the largest possible recovery and execute any and all consents and other instruments and take all other actions necessary or desirable in order to effectuate the same and to cause such proceeds to be paid as hereinbefore provided, and Landlord shall not carry any insurance concurrent in coverage and contributing in the event of loss with any insurance required to be furnished by Tenant hereunder if the effect of such separate insurance would be to reduce the protection or the payment to be made under Tenant’s insurance.

(c) Any insurance required to be provided by Tenant pursuant to this Lease may be provided by blanket insurance covering the Premises and other locations of Tenant and affiliates of Tenant, provided such blanket insurance complies with all of the other requirements of this Lease with respect to the insurance involved and such blanket insurance is acceptable to any Leasehold Mortgagee.

#### **Section 11. Waivers.**

Failure of Landlord or Tenant to complain of any act or omission on the part of the other party, no matter how long the same may continue, shall not be deemed to be a waiver by said party of any of its rights hereunder. No waiver by Landlord or Tenant at any time, express or implied, of any breach of any provision of this Lease shall be deemed a waiver of a breach of any other provision of this Lease or a consent to any subsequent breach of the same or any other provision. No acceptance by Landlord of any partial payment shall constitute an accord or satisfaction but such payment shall only be deemed a partial payment on account.

#### **Section 12. Force Majeure.**

In the event that Landlord or Tenant shall be delayed, hindered in or prevented from the performance of any act required hereunder by reason of strikes, lock-outs, labor troubles, inability to procure materials, failure of power, restrictive governmental laws or regulations, riots, insurrection, the act, failure to act or default of the other party, war or other reason beyond their control, then performance of such act shall be excused for the period of the delay and the period for the performance of any such act shall be extended for a period equivalent to the period of such delay.



**Section 15. Holdover.**

If Tenant shall hold the Premises after the expiration of the Term hereof, such holding over shall, in the absence of written agreement on the subject, be deemed to have created a tenancy from month to month terminable on thirty (30) days notice by either party to the other.

**Section 16. Cumulative Remedies.**

Each right and remedy of Landlord provided for in this Lease shall be cumulative and shall be in addition to every other right or remedy provided for in this Lease and the exercise or beginning of the exercise by Landlord of any one or more of the rights or remedies provided for in this Lease shall not preclude Landlord from exercising any other right or remedies provided for in this Lease.

**Section 17. Severability.**

If any term, covenant, condition or provision of this Lease or the application thereof to any person or circumstance shall, at any time or to any extent, be invalid or unenforceable, the remaining terms, covenants, conditions and provisions shall not be affected thereby, and each term, covenant, condition and provision of this Lease shall be valid and be enforced to the fullest extent permitted by law.

**Section 18. Interpretation.**

Wherever herein the singular number is used, the same shall include the plural, and the masculine gender shall include the feminine and neuter genders, and vice versa, as the context shall require. The section headings used herein are for reference and convenience only and shall not enter into the interpretation hereof. This Lease may be executed in several counterparts, each of which shall be an original, but all of which shall constitute one and the same instrument. The terms "Landlord" and "Tenant" whenever used herein shall mean only the owner at the time of Landlord's or Tenant's interest herein, and upon any sale or assignment of the interest of either Landlord or Tenant permitted under the provisions hereof, their respective approved successors in interest and/or assigns shall, during the term of their ownership of their respective estates herein, be deemed to be Landlord or Tenant, as the case may be.

**Section 19. Entire Agreement.**

No oral statement or prior written matter shall have any force or effect. Tenant agrees that it is not relying on any representations or agreements other than those contained in this Lease. This Lease shall not be modified or canceled except by writing subscribed by all parties.

**Section 20. Parties.**

Except as herein otherwise expressly provided, the covenants, conditions and agreements contained in this Lease shall bind and inure to the benefit of Landlord and Tenant and their respective heirs, successors, administrators and assigns.

**IN WITNESS WHEREOF**, the parties hereto have hereunto set their hands the day and year first above written.

**LANDLORD:**

**City of Dalton**

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

**TENANT:**

**City of Dalton Board of Education**

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

**EXHIBIT "A"**

**Description of the Premises**

