

GRAZING/HAY HARVESTING LEASE AGREEMENT

THIS LEASE agreement is made and entered into on this ____ day of _____ by and between the City of Dalton, a Georgia Municipal Corporation, hereinafter referred to as "CITY", and Luis Magana, hereinafter referred to as "LESSEE".

WHEREAS, CITY owns certain real property upon which the Dalton Airport Authority operates the City of Dalton Municipal Airport; and

WHEREAS, LESSOR desires to harvest hay and graze cattle on certain areas adjacent to the airport; and

WHEREAS, CITY desires to keep the airport runway area free of tall grass and brush and to relieve the CITY from the cost and burden of maintaining said grass areas; and

WITNESSETH: That the parties hereto for the considerations hereinafter mentioned covenant and agree as follows

1. PREMISES: CITY hereby leases to LESSEE that certain area identified in blue on the attached aerial map identified as Exhibit "A" located at the Dalton Municipal Airport, Dalton, Georgia (the "Premises").

2. USE OF PREMISES: LESSEE shall use and occupy the Premises in conformity with all law, statutes, ordinances, rules, restrictions and orders of the federal, state or municipal governments or agencies thereof having jurisdiction over the use of the Premises. The Premises shall be used only for the grazing of cattle and/or the harvesting (but not including storage) of hay by LESSEE and for no other purposes.

3. TERM: This Lease shall be for one (1) year commencing on the _____ day of _____, 20__ unless otherwise terminated as provided for herein. This Lease shall automatically extend for additional terms of one year each unless terminated by thirty (30) days written notice from either party.

4. RENT: In lieu of the payment of cash proceeds, LESSEE shall, at his own expense, keep the grass, brush and undergrowth on the Premises cut to a reasonable level as determined by the CITY using machine equipment and/or grazing of cattle and/or harvesting of hay during the term of this Lease.

5. SURRENDER OF PROPERTY: LESSEE shall, not later than the last day of this Lease Agreement, or if sooner terminated by CITY or LESSEE, surrender possession of the Premises and remove all equipment and cattle and all other personal

property from said Premises, and repair all damage done by or in connection with the LESSEE's use of the Premises. The Premises shall be surrendered in at least as good condition as it was at the beginning of the lease term. All property of LESSEE remaining on the Premises after the last day of the term of this lease shall be conclusively deemed abandoned and may be removed by the CITY and LESSEE reimburse CITY for the cost of such removal. CITY may have any such property stored at LESSEE'S risk and expense. All permanent improvements to the Premises shall become the property of the CITY upon the termination of this Lease.

6. LESSEE COVENANTS: LESSEE covenants and agrees: (a) to use the Premises in a safe, careful and lawful manner; (b) to report in writing to the CITY any defective condition known to LESSEE which the CITY is required to repair; (c) to promptly repair any damage to the Premises which is made necessary by any act of LESSEE, its employees, agents, patrons or invitees. Provided, however, at its option, the CITY may elect to make such repairs and LESSEE shall promptly reimburse CITY for such cost of repair (including CITY's internal costs); (d) to keep the Premises in a clean and orderly condition; and (e) to permit CITY and its employees and agents access to the Premises at all reasonable times for the purposes of operation of the airport and for inspecting the Premises and making agreed upon alterations.

7. INDEMNITY: LESSEE shall indemnify CITY from and hold CITY harmless against all claims, demands and judgments for loss, damage or injury to person or property, resulting from or incurring by reason of the use, occupancy or non-occupancy of the Premises or by the negligence or willful acts of LESSEE, its agents, officers, employees, invitees or licensees and from all expenses incurred by CITY as a result thereof including, without limitation, reasonable attorneys' fees and expenses and court costs, except if arising from or caused by the sole fault or negligence of CITY or any of CITY's employees, agents or representatives acting on behalf of the CITY.

LESSEE agrees that all personal property that may be at any time in the Premises shall be at LESSEE's sole risk or at the risk of those claiming through LESSEE and that CITY shall not be liable for any damage to or loss of such personal property except if arising from or caused by the sole fault or negligence of CITY.

8. REPAIR AND MAINTENANCE OF PREMISES: During the term of this Lease, CITY shall not be required to maintain the Premises in such a condition to permit LESSEE's use of the Premises. CITY shall be under no obligation to inspect the Premises and LESSEE shall promptly report to CITY in writing any defective condition known to LESSEE which CITY is required under this paragraph to repair. Failure by the LESSEE to report such condition shall relieve CITY from any liability arising out of such condition.

9. ALTERATIONS OR IMPROVEMENTS: LESSEE may not make, nor may it permit to be made, permanent alterations or improvements to the Premises without the prior written consent of the CITY. Any temporary alterations or improvements shall be made in accordance with applicable ordinances, codes, and regulations, and, only upon the advance written permission of the CITY. Upon request of the CITY, LESSEE shall remove from Premises all temporary alterations or improvement prior to the termination of this Lease.

10. **DAMAGE AND DESTRUCTION:** If the Premises are destroyed by storm, fire, lightning, earthquake or other casualty, this Lease, and all rights and obligations arising hereunder, shall terminate as of the date of such destruction. CITY shall have no obligation to restore the Premises to the same condition as before such damage.

11. **SUBLEASE OR ASSIGNMENT:** LESSEE may not sublease all or any portion of the Premises without the prior written permission of CITY.

12. **LESSEE'S DEFAULT:** The occurrence of any one or more of the following events shall be a default and breach of this Lease by LESSEE: (a) LESSEE fails to maintain the Premises as required by the Lease as determined by the CITY and does not remedy such default within five (5) days of written notice thereof, (b) LESSEE vacates or abandons, or fails to occupy for a period of thirty (30) days the Premises or any substantial portion thereof, or (c) LESSEE breaches any of its obligations hereunder and fails to cure such breach within ten (10) days of written notice of breach from CITY.

Upon the occurrence of any event of default, CITY shall have the following rights and remedies, in addition to those allowed by law, any one or more of which may be exercised without further notice to or demand upon LESSEE:

(a) CITY may re-enter the Premises and cure any default of LESSEE, in which event LESSEE shall reimburse CITY as additional rent for any cost and expenses that CITY may incur to cure such default. CITY shall not be liable to LESSEE for any loss or damage that LESSEE may sustain by reason of CITY's action, regardless of whether caused by CITY's negligence or otherwise.

(b) CITY may terminate this Lease or LESSEE's right to possession under this Lease as of the date of such default, in which event: (1) neither SUBLESSEE nor any person claiming under or through LESSEE shall thereafter be entitled to possession of the Premises; and LESSEE shall immediately thereafter surrender the Premises to CITY; (2) CITY may re-enter the Premises and remove LESSEE or any other occupants of the Premises by force, summary proceedings, ejection or otherwise, and may remove their effects, without prejudice to any other remedy which CITY may have for possession; or (3) continue this Lease in full force and effect. LESSEE shall remain liable for payment of all charges and costs imposed on LESSEE herein, in the amounts, and at the times and upon the conditions as.

13. **NON-WAIVER OF DEFAULT:** The failure or delay by either party hereto to enforce or exercise at any time any of the rights or remedies or other provisions of this Lease shall not be construed to be a waiver thereof, not affect the validity of any part of this Lease or the right of either party thereafter to enforce each and every such right or remedy or other provision. No waiver of any default or breach of the Lease shall be held to be a waiver of any other default and breach.

14. **NOTICES:** Any notice required or permitted to be given under this Lease or by law shall be deemed to have been given if reduced in writing and delivered in person or mailed by

may not be amended except by written instrument executed by both parties hereto.

(g) Remedies Cumulative. All rights, powers, and privileges conferred hereunder upon the parties hereto shall be cumulative, but not restrictive to those given by law.

(h) Time is of the Essence. Time is of the essence of this Lease in each and all of its provisions.

(i) Attorney Fees. If any provision of this agreement must be enforced by CITY against LESSEE, then CITY shall be entitled collect reasonable attorney's fees against LESSEE in addition to any other damages.

IN WITNESS WHEREOF, the parties hereto have executed this Lease as of the date and year first above written.

LESSEE:

By: Luis Magana

CITY OF DALTON, GEORGIA

By: _____
MAYOR/MAYOR PRO TEMPORE

EXHIBIT A

Exhibit A - Luis Magana

