

STATE OF GEORGIA  
EFFINGHAM COUNTY

LEASE AGREEMENT

This lease made and entered into this 6th day of January, 1998, by and between the Board of Commissioners of Effingham County, Georgia, a political subdivision of the State of Georgia ("the County," herein), and the Meldrim Community Civics Club, Inc., a not-for-profit eleemosynary corporation organized and existing under the laws of the State of Georgia, hereinafter called "Lessee,"

W I T N E S S E T H:

In consideration of the mutual covenants herein set out, the parties agree as follows:

1. The County hereby leases to Lessee the premises described as follows:

All that certain tract or parcel of land situate, lying and being in the Town of Meldrim, in Effingham County, Georgia, containing 1.35 acres, more or less, and being more particularly described and delineated upon a boundary map of a transit survey of said lands made and prepared under the direction of and certified by Robert L. Cubbedge, Georgia Registered surveyor No. 1676, under date of May 30, 1975, a copy of which map is filed in the Office of the clerk of the superior court of Effingham County, Georgia, reference to which is hereby expressly made for a more full and complete description of said land hereby demised, and being the lands conveyed by Deed of Gift from Union Camp Corporation to the County dated July 31, 1975.

2. Lessee shall pay to the County as rental for the use of the said premises during the term of this lease, the sum of one dollar (\$1.00) annually, payable on or before the first day of November of each year, beginning November 1, 1997. Said payment shall be made to the County Clerk of Effingham County.
3. The term of this lease shall be for a period of one hundred (100) years commencing on the date hereof.
4. Lessee agrees that the leased premises shall be used by

Lessee exclusively as a non-profit public community recreational area and for no other purpose. Such use shall conform to applicable county ordinances and state and federal laws, and no other usage of the premises shall be allowed. Lessee shall not, in using the demised premises, or in any other manner, discriminate against any person on the ground of age, race, color, creed, religion, sex, handicap or national origin.

5. Upon termination of this lease, Lessee shall within three (3) months thereafter at its expense remove from the lands subject hereto any improvements such as playground equipment, benches, tables, buildings and structures. Any improvements which shall remain thereon at the end of such three-month period shall inure to and become the property of the County.

6. Lessee shall not cut or remove or permit to be cut and removed any merchantable trees or timber growing, lying or being on the demised premises. No unnecessary fires shall be set upon said premises and if any fire is set, it shall not be left untended.

7. Lessee shall be responsible for and keep the said premises in a proper state of cleanliness and general good appearance. Lessee shall furnish and pay for all electricity, gas, water, fuel, or any services or utilities used in or assessed against the premises, and shall be responsible for removal of all garbage, refuse, debris, and other discarded material from the leased premises. Lessee covenants at all times to maintain such premises in a safe and careful manner.

8. No supplement or modification hereof shall be effective unless in writing and signed by each of the parties hereto. This agreement shall not be assigned by Lessee without the written consent of the County nor shall Lessee have the right to sublet the property either in whole or in part without the written consent of the County.

9. Any taxes levied on Lessee's improvements on said lands, or upon this agreement itself shall be paid by Lessee, unless Lessee is legally determined to be exempt from such taxation.

10. The County agrees to indemnify and hold Lessee harmless from any loss, damage, liability, or expense arising from damages (including personal injury, death or property damage to any person, including Lessee's members, guests, visitors, licensees, contractors, agents, servants and employees) other than damages resulting from any intentional act done by or through Lessee, its agents, employees, or invitees.

11. This lease is granted expressly subject to the condition that the demised premises shall be used by Lessee only for purposes necessary and incidental to the use thereof as a

community recreation area. In the event said lands are put to any uses by Lessee other than those herein provided, or should said lands cease to be used for such purposes and the nonuse continue for a period of three (3) consecutive calendar months, then and upon the happening of either of said events, the County may, at its option, cancel this agreement and thereafter all rights and privileges of Lessee hereunder shall cease and determine.

12. In the event of the failure of Lessee to pay the rent herein provided promptly when due, or if Lessee shall fail to comply with any of the other terms, covenants or conditions of this lease, for a period of thirty (30) days after notice from the County, or if the premises be vacated or abandoned, then in any such event this lease shall terminate, at the option of the County, and the County may re-enter the premises and take possession thereof, with or without legal process and without notice or demand, without being deemed guilty of any manner of trespass, and without prejudice to any remedies which might otherwise be used for arrears of rent or breach of covenant.

13. Lessee agrees to furnish to the County a list of its officers and directors for each current year. The list must be furnished to the County Clerk on or before the first day of November of each year during the term hereof.

14. Any building or structure to be placed on the demised premises by Lessee, and any alterations to the premises, shall be made only according to plans and specifications that first shall have been approved in writing by the County, which approval shall not be withheld unreasonably if such alterations, buildings or structures are reasonably related to the use of said premises as provided herein.

15. If at any time Lessee ceases to exist and operate as an eleemosynary or not-for-profit corporation then this lease shall become null and void.

16. Lessee shall not put upon, or permit to be put upon, any part of the premises, any signs, billboards, or advertisements whatsoever, without the prior written approval of the County, other than a sign denoting the name and use of the premises.

17. The rights and remedies of the County under this lease, as well as those provided or accorded by law, shall be cumulative, and none shall be exclusive of any other rights or remedies hereunder or allowed by law. A waiver by the County of any breach or breaches, default or defaults, of Lessee hereunder shall not be deemed or construed to be a continuing waiver of such breach of default nor as a waiver of or permission, expressed or implied, for any subsequent breach or default, and it is agreed that the acceptance by the County of any installment of rent,

subsequent to the date the same should have been paid hereunder, shall in no manner alter or affect the covenant and obligation of Lessee to pay subsequent installments of rent promptly upon the due date thereof. No receipt of money by the County after the termination of this lease shall reinstate, continue, or extend said lease.

18. This agreement contains the entire agreement between the parties, and no modification of this Agreement shall be binding upon the parties unless evidenced by an agreement in writing signed by the County and Lessee after the date hereof.

IN WITNESS WHEREOF, the parties hereto have affixed their hands and seals, as of the day and year first above written.

BOARD OF COMMISSIONERS OF  
EFFINGHAM COUNTY, GEORGIA

By: Jimmy A. Smith Attest: Sandra Andrews  
County Clerk

MELDRIM COMMUNITY CIVICS CLUB, INC.

By: Janita A. Scott Witness: Debi Oglesby  
President Secretary