

Counterpart No. ____ of ____

Original Executed Counterparts
Counterpart of _____.

STATE OF GEORGIA;
COUNTY OF FULTON:

RECORDED
STATE PROPERTIES COMMISSION

JUL 01 2021

LEASE BY AND BETWEEN
STATE OF GEORGIA
AND
WALTON COUNTY, GEORGIA

REAL PROPERTY RECORDS

012554

THIS LEASE (hereinafter referred to as the "Lease") effective June 1, 2021, by and between WALTON COUNTY, GEORGIA, a charter authority and political subdivision of the State of Georgia, (hereinafter referred to as "COUNTY" or "LESSOR"), and STATE OF GEORGIA, acting by and through the State Properties Commission, (hereinafter referred to as the "STATE" or "LESSEE") (sometimes individually referred to as a "Party" and collectively as the "Parties").

WITNESSETH THAT:

WHEREAS, the County is the owner of certain improved real property consisting of approximately 10.5 acres lying and being in Land Lots 41 of the 4th District of Walton County, Georgia, and as more particularly described on the Exhibit "A" attached hereto and made a part hereof (hereinafter referred to as the "Property"); and

WHEREAS, at its June 3, 2021 meeting, the Walton County Board of Commission approved the leasing of the Property from the County to the State; and

WHEREAS, at its June 6, 2021 meeting, the State Properties Commission approved the leasing of the Property from the County for the purposes of a Driver Services testing site; and

WHEREAS, the leased Property will be under the custody and control of the Department of Driver Services; and

NOW, THEREFORE, in consideration of the mutual promises herein contained and the mutual public good to be derived by the Lease, the receipt and sufficiency of which is hereby acknowledged, upon the following terms and conditions to be paid and kept by the State, the County grants and leases to the State, and the State does hereby accept, take and lease from County, the Property.

1.
USE OF PROPERTY

1.1 The Property shall be used by the State solely for the establishment of a Driver Services testing site, storage facility, and motorcycle maintenance facility, including constructing, maintaining and operating the testing site, motorcycle maintenance facility, and storage facility and such purposes as are

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incidental thereto, and for no other purposes without the prior written consent of the County, in its sole discretion.

1.2 Without limitation, the State shall not use the Property: (a) for any purpose not authorized by this Lease, (b) for any illegal purpose, nor for any purpose inimical to the health, safety and welfare of the public, or (c) commit, or suffer to be committed, any waste in or on the Property, nor shall it create or permit any nuisance in or on the Property.

2.
OCCUPANCY

The State shall occupy and operate the Property continuously throughout the Term (as hereinafter defined) of this Lease and shall not desert, surrender, abandon or cease using the Property during the Term.

3.
RENT

3.1 For and as rent for the Property, the State agrees to keep each and every term and condition of this Lease required to be kept by the State, each of which shall be deemed material and constitute rent for the Property.

3.2 Rent. Lessee shall pay in advance to Lessor the sum of TEN AND NO/100 DOLLARS (\$10.00) per year, payable in advance upon execution of this Lease.

4.
TERM AND TERMINATION

4.1 The term of this Lease shall be defined as the period commencing on _____, (hereinafter referred to as the "Commencement Date") and expiring at 11:59 PM on the day before the fiftieth (50th) anniversary of the Commencement Date (hereinafter referred to as the "Expiration Date") with the period between the commencement and expiration date hereinafter collectively referred to as the "Term". Lessee may terminate this Lease, with or without cause, by providing Lessor with one hundred and eighty (180) days written notice of such termination. This Lease shall automatically terminate upon the State's discontinuance of its use of the Between Customer Service Center, located at 1010 Heritage Parkway, Between, Georgia 30655 as a Department of Driver Services building pursuant to Section 1 of this Lease.

4.2 Upon expiration or earlier termination of this Lease, all rights and interests of the State (and all persons whomsoever claiming by, under or through the State) in and to the Property shall wholly cease and title to the Property shall vest in the County without further act or conveyance.

5.
HOLDING OVER

The State shall not use or remain in possession of the Property after the expiration or earlier termination of this Lease. Any holding over or continued use or occupancy of the Property by the State after the expiration or earlier termination of this Lease, without consent from the County, shall constitute a Tenancy-At-Will in the State and not a renewal of the Lease by operation of law, subject to the provisions of this Lease.

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6.
INSPECTION AND TITLE

The State has fully inspected the Property and determined, in its sole discretion that the Property in its present condition is suitable for the State's current and future intended use. The County represents and warrants to the State that it holds good and marketable title to the Property and has the requisite authority to enter into this Lease. Except as otherwise expressly provided herein, the County makes no representations or warranties of any kind, express or implied, regarding the Property, including the condition, habitability or suitability for any particular use or purpose of the Property.

7.
NO JOINT VENTURE

Nothing contained in this Lease shall make, or shall be construed to make, the State and the County partners or joint venturers with each other, nor shall anything contained in this Lease render, or shall be construed to render, either party liable to a third party for the debts or obligations of the other.

8.
IMPROVEMENTS

8.1 The State may construct, without written approval from the County, any reasonably desired or necessary improvements to the Property consistent with Section 1 of this Lease, at its sole cost and expense. All such improvements shall be performed and completed by the State in accordance with such approved plans, in a first-class and workmanlike manner, in conformity with all laws, ordinances, building codes, regulations, and legal requirements, and in full compliance with the terms of the Lease.

8.2 The State shall not create or permit to be created or to remain, and, shall promptly discharge, at its sole cost and expense, any lien or other encumbrance upon the Property, or any part thereof or upon the State's interest under the Lease that arises from or is related to the making of any improvements to the Property or by reason of any labor, service or material furnished or claimed to have been furnished to or for the benefit of the State or by reason of any construction, repairs or materials made or provided by or at the direction of the State for all or any part of any improvements on the Property.

8.3 Title to any and all improvements, erections or additions constructed on the Property by the State subsequent to the State's initial occupancy of the Property shall be at all times the property of the State during the Term of this Lease. Upon such expiration or termination, the County may accept or request that the State remove such improvements. Any such furniture, furnishings, movable fixtures, equipment or proprietary property that is not removed by the State upon the expiration or earlier termination of this Lease shall be deemed abandoned by the State and shall become the property of the County.

9.
INSURANCE

The State's liability hereunder is created, determined and limited by the Georgia Tort Claims Act, O.C.G.A. §§ 50-21-1 *et seq.* The State represents that they are self-insured in accordance with the specifications established by the Department of Administrative Services to cover claims for damages to persons or property by reason of the State's use or occupancy of the Property.

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10.
UTILITIES

At its sole cost and expense, the State shall cause to be furnished and shall pay for all water, gas, light, power, sanitation (sewerage or otherwise), garbage pick-up and disposal, telephone and other utilities or services required for the State's use of the Property.

11.
TAXES AND ASSESSMENTS

11.1 The State agrees, during its use and occupancy of the Property, to pay or cause to be paid, to the public officer charged with collection thereof and before any of the same shall become delinquent the payment of (a) any and all taxes, assessments, license fees, excises, imposts, fees and charges of every sort, nature and kind, hereinafter collectively referred to as "impositions", which during the State's use and/or occupancy of the Property, may be assessed, levied, charged or imposed against or with respect to the State's interest in the Property, including, but not limited to, the building, fixtures, equipment and personal property, if any there be, located therein or thereon; and (b) any impositions assessed, levied, charged or imposed on or with respect to the conduct of the State's business in or on the Property.

11.2 Nothing herein shall obligate or require the payment of any imposition by the State, unless such obligation or requirement is provided by law. The State may contest the validity, legality or amount of any imposition in the manner provided by law after posting of security with (and acceptable to) the County in an amount equal to the amount of the imposition claimed to be due. Within ten (10) days after the payment by the State of any imposition, the State will furnish to the County a copy of said receipt evidencing such payment.

12.
CONDEMNATION, DESTRUCTION OF OR DAMAGE TO PROPERTY

If the Property or any improvements erected on the Property are condemned, totally or partially destroyed or rendered untenable by storm, fire, earthquake, hurricane or other natural catastrophe during the Term of this Lease, then (a) the County or the State, by written mutual consent, may rebuild and restore the taken, damaged or destroyed portions of the Property as nearly as possible to the condition as existed immediately prior to such taking, damage or destruction or (b) the parties may by written mutual consent terminate this Lease.

13.
REPAIR

The State, at all times during this Lease, at its sole cost and expense, shall keep all portions of the Property in good order, condition and repair. The State's obligations hereunder include, without limitation, all necessary repairs and replacements of the Property, structural or otherwise, ordinary or extraordinary, including but not limited to the roof, foundation, structure, parking lot and driveways, exterior and interior windows, doors and entrances, signs, floor coverings, columns, and partitions, and lighting, heating, plumbing and sewage lines and facilities, and air conditioning equipment, and all other portions of the Property, excluding such repairs and replacements for damage or destruction of the Property as set forth in Section 12 above. The County shall not be required, unless damage is caused by the County, to make any repairs of any kind or nature, in, on or to the Property during the Term of this Lease. The State shall operate,

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maintain and repair the Property and any other buildings it builds thereon in accordance with the existing rules, regulations, and policies of the State of Georgia and in accordance with the provisions of this Lease.

14.

HAZARDOUS SUBSTANCES

14.1 The State shall not bring, deposit, or allow to be brought or deposited, in or upon the Property, any pollutant or harmful substance, except for substances ordinarily used in the care and maintenance of the Property and in compliance with all other applicable provisions of this Lease.

14.2 The State represents that it will not allow any of the following to occur on the Property, regardless of cause: (A) any generation, treatment, recycling, storage or disposal of any hazardous substance; (B) any underground storage tank, surface impoundment, lagoon or other containment facility for the temporary or permanent storage, treatment or disposal of hazardous substances; (C) any landfill or solid waste disposal area; (D) any asbestos-containing material as defined by the Toxic Substances Control Act; (E) any polychlorinated biphenyl (PCB) used in hydraulic oils, electric transformers or other equipment; or (F) any release or threatened release of hazardous substance to the environment in forms or quantity requiring remedial action under environmental laws. The State's obligation in no way extends to any environmental condition of the Property existing prior to the State's possession.

15.

INSPECTION

The State shall permit the County and its duly authorized representatives at reasonable times to enter in and on the Property to examine the Property and to ensure the Lease covenants in this Lease are being performed.

16.

NO DISCRIMINATION/AMERICANS WITH DISABILITIES ACT

In its occupancy and use of the Property, the State shall not discriminate against any person on the basis of race, color, national origin, age or disability. This covenant of the Lease may be enforced by termination of the Lease and any other remedy available at law.

The State shall, at the State's sole cost and expense, comply with the Americans with Disabilities Act of 1990 ("ADA") and the regulations promulgated thereunder. The State hereby expressly assumes all responsibility for compliance with the ADA relating to the Property and the activities conducted by the State on the Property. Any alterations to the Property made by the State for the purpose of complying with the ADA or which otherwise require compliance with the ADA shall be done in accordance with this Lease; provided, that the County consent to such alterations shall not constitute either the County's assumption, in whole or in part, of the State's responsibility for compliance with the ADA, or representation or confirmation by the County that such alterations comply with the provisions of the ADA.

17.

TRANSFER, ASSIGNMENT AND SUBLETTING

The State shall not transfer or assign (whether by instrument or operation of law or, if applicable, by withdrawal, sale, gift, exchange, change in partnership ownership or membership, change in stock ownership, merger, consolidation, dissolution or reorganization of any type) this Lease or any right or privilege of the State hereunder without the prior written consent, of the County, in its sole discretion. The State shall not sublet the Property or any building built thereon or part thereof, or any right or privilege appurtenant thereto, nor permit nor suffer any party other than the State to use or occupy the Property or

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any portion thereof without the prior written consent of the County, in its sole discretion. Any transfer, assignment or subletting without the prior written consent of the County shall be void *ab initio* and shall at the option of the County terminate this Lease. The State may, with the prior written consent of the County, transfer or assign this Lease or any of its rights or duties hereunder to another agency, department, authority, or instrumentality of the State for the same use and purposes as set forth in this Lease. The County's consent to a transfer, assignment, subletting, or to any use or occupancy by a party other than the State, shall not invalidate or constitute a waiver of this provision, and each subsequent transfer, assignment and subletting, and each subsequent use and occupancy by a party other than the State shall likewise be made only with the prior written consent of the County, in its sole discretion. Any assignee of State, at the option of the County, shall become directly liable to the County for the performance of all obligations of State hereunder, but no sublease or assignment by State shall relieve State of any liability hereunder.

18.

RETURN OF PROPERTY; REMOVAL OF FIXTURES.

18.1 Return of Property. At the expiration or earlier termination of this Lease, the State shall surrender the Property in better or the same condition as it was in upon delivery of possession to the State under this Lease (including any temporary or permanent improvements, expansions, erections, additions and alterations to the Property made during the Lease by the State), reasonable wear and tear excepted, and shall surrender to the County all keys to all buildings and improvements on the Property.

18.2 Removal of Fixtures. Any trade fixtures, signs, and personal property of the State not permanently affixed to the Property shall remain the property of the State, and, the State shall have the right to remove any and all such trade fixtures, signs, and personal property. The State shall, at its sole cost and expense, repair any damage occasioned to the Property by the removal of any such trade fixtures, signs, or personal property. The State agrees that all trade fixtures, signs and personal property installed in or attached to the Property by the State shall be in good condition when installed and shall be maintained so as to preserve the value of the Property. Any such trade fixtures, signs, furniture, furnishings, movable fixtures, equipment or proprietary property that is not removed by the State upon the expiration or earlier termination of this Lease shall be deemed abandoned by the State and shall become the property of the County.

19.

ESTATE IN LAND

This Lease shall create an estate for years between the parties hereto.

20.

NOTICES

All notices, requests, demands and other communications provided for hereunder shall be in writing and mailed by first class United States certified mail, return receipt requested, delivered by overnight carrier (such as, but not limited to, UPS, or Federal Express), or personally delivered to the applicable party at the addresses set forth below. Notices shall be deemed given upon receipt, if delivered by overnight carrier or personally, or on the third business day after mailing, if delivered by United States certified mail.

To Walton County: Walton County Board of Commissioners
 111 S. Broad Street
 Monroe, Georgia 30655

To State: Georgia State Properties Commission
 Attention: Executive Director

270 Washington Street
Suite 2-129
Atlanta, Georgia 30334

With a Copy to: Georgia Department of Driver Services
Post Office Box 1456
Atlanta, Georgia 30371-1456

21.

TIME IS OF THE ESSENCE

All time limits stated herein are of the essence with respect to this Lease.

22.

NON-WAIVER

No failure of either party to exercise any right or power given under this Lease, or to insist upon strict compliance with the provisions of this Lease, and no custom or practice of the State or the County at variance with the terms and conditions of this Lease, shall constitute a waiver of the other party's right to demand exact and strict compliance with the terms and conditions of this Lease.

23.

DEFAULT/REMEDIES/RIGHTS CUMULATIVE

23.1 EVENTS OF DEFAULT. The following events shall constitute Events of Default (whether any such event shall be voluntary or involuntary, or come about or be effected by operation of law or pursuant to or in compliance with any order of any court or any statute, rule, regulation, or order of any governmental body):

- a) The State shall fail to perform or observe any other covenant, condition, or agreement to be performed or observed by it hereunder, and such failure shall continue un-remedied for a period of thirty (30) days after the State has received notice hereof from the County; or
- b) Any representation or warranty made by the State herein shall at any time prove to have been incorrect in any material respect; or
- c) The State causes or permits an attachment or attachments or other lien or liens to be issued or entered against the Property and shall not be discharged or stayed within 60 days; or
- d) The State shall abandon or cease continuous use of the Property without proper termination of the Lease.

23.2 REMEDIES. Upon the occurrence of any Event of Default and at any time thereafter so long as the same shall be continuing, the County may at its option declare this Lease to be in default; and at any time thereafter, so long as the State shall not have remedied all outstanding Events of Default, the County may terminate this Lease and/or do one or more of the following as the County in its sole discretion shall elect:

- a) pursue any remedies available at law; or

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b) re-enter and take possession of the Property, dispossess the State or any other occupant of the Property, and remove the State's or such occupant's personal effects and property from the Property and store the same in a public warehouse or elsewhere at the cost of and for the account of the State.

Except as otherwise provided herein, the rights and remedies provided in this section are cumulative and are not exclusive of any rights or remedies otherwise available to the County at law.

23.3 RIGHT TO CURE DEFAULTS. the County may at its election and cost (but without any liability to do so) cure any default by the State under this Lease. the County may seek to recover any such cost in a court of competent jurisdiction.

24.
BINDING EFFECT

Each of the terms and conditions of this Lease shall apply, extend to, be binding upon, and inure to the benefit or detriment of the parties hereto, to the successors and assigns of the State, and to the extent that the County has consented to a transfer or assignment of this Lease (if such consent is required) to the successors and assigns of the State, and to any leasehold mortgagee and its successors and assigns. Subject to the foregoing, whenever a reference to the parties hereto is made, such reference shall be deemed to include the successors and assigns of said party, the same as if in each case expressed.

25.
INTERPRETATION

Should any provision of this Lease require judicial interpretation, it is agreed and stipulated by and between the parties that the court interpreting or construing the same shall not apply a presumption that the provisions hereof shall be more strictly construed against one party by reason of the rule of construction that an instrument is to be construed more strictly against the party who prepared the same.

26.
GEORGIA AGREEMENT

This Lease shall be governed by, construed under, performed and enforced in accordance with the laws of the State of Georgia. It is agreed that any action brought to enforce or interpret this Lease shall be brought only in a court of competent jurisdiction located in Fulton County, Georgia.

27.
SECTION HEADINGS

The brief headings or title preceding each section herein are merely for purposes of section identification, convenience and ease of reference, and shall be completely disregarded in the construction of this Lease.

28.
NO THIRD PARTY BENEFICIARY

Nothing in this Lease, whether express or implied, is intended to confer upon any other party other than the parties hereto and their respective successors and assigns, any right or interest whatsoever. No party other than the parties hereto is entitled to rely in any way upon the warranties, representations, obligations indemnities or limitations of liability whatsoever in this Lease.

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29.

WHEREAS PROVISIONS AND EXHIBITS

The "Whereas" clauses appearing at the beginning of this Lease and the Exhibits attached hereto are hereby incorporated by reference herein. To the extent that Exhibits conflict with any of the foregoing terms and conditions of this Lease, the Exhibits shall control.

30.

SEVERABILITY

If any provision of this Lease, or any portion thereof, should be ruled void, invalid, unenforceable or contrary to public policy by any court of competent jurisdiction, then any remaining portion of such provision and all other provisions of this Lease shall survive and be applied, and any invalid or unenforceable portion shall be construed or reformed to preserve as much of the original words, terms, purpose and intent as shall be permitted by law.

31.

COUNTERPARTS

This Lease may be executed in two (2) or more counterparts each of which is deemed an original of equal dignity with the other and which is deemed one and the same instrument as the other.

32.

ENTIRE AGREEMENT

This Lease constitutes the entire agreement between the parties. This Lease supersedes all prior negotiations, discussions, statements and agreements between the County and the State with respect to the Property and the State's use and occupancy thereof. No member, officer, employee or agent of the State or the County has authority to make, or has made, any statement, agreement, representation or contemporaneous agreement, oral or written, in connection herewith amending, supplementing, modifying, adding to, deleting from, or changing the terms and conditions of this Lease. No modification or amendment to this Lease shall be binding on either party hereto unless such modification or amendment shall be properly authorized, in writing, properly signed by both the State and the County and incorporated in and by reference made a part hereof.

IN WITNESS WHEREOF, the County, acting by and through its duly authorized hereinafter named representatives, and the State, acting by and through its duly authorized hereinafter named officers, have caused these presents to be signed, sealed and delivered all as of the date hereof

*(Signatures begin on next page and
remainder of page is intentionally blank)*

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WALTON COUNTY BOARD OF COMMISSIONERS

By: *Paul S. Jones* L.S.

Attest: *Rhonda R. Hand* L.S.

(Seal Affixed)



Signed, sealed and delivered,
as to Walton County, in our presence:

Hank Shier
Unofficial Witness

Donna M Hawk
Official Witness, Notary Public

My Commission Expires
2/11/2025
(Notary Public Seal Affixed here)



(Signatures continued on next page)

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STATE OF GEORGIA,
Acting by and through its State Properties
Commission

By: B.P.K. (Seal)

GOVERNOR BRIAN P. KEMP
as Chairman of the State
Properties Commission

Attest:

Marty W. Smith
Marty W. Smith
Executive Director
State Properties Commission



Signed, sealed and delivered,
as to the State, in our presence:

[Signature]
Unofficial Witness

Ronda C. Barnes
Official Witness, Notary Public

My Commission Expires: 9-5-23

(Notary Public Seal Attached here)



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**Exhibit A to
Lease Description of Property**

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