

ALTAMAHA PARK LEASEHOLD AGREEMENT

For and in consideration of the mutual promises contained herein and other good and valuable consideration, GLYNN COUNTY, GEORGIA (hereinafter called "County") and ALTAMAHA PARK OF GLYNN COUNTY, INC., a non-profit organization [501(c)(3)] (hereinafter called "Lessee") agree to enter into this Leasehold Agreement (hereinafter called "Lease") as follows:

1. **PREMISES.** County agrees to lease to Lessee property located at Altamaha Regional Park, Glynn County, Georgia, more generally described on Exhibit "A", a copy of which is attached hereto and incorporated herein by reference. Said property is hereinafter referred to as the "premises."
2. **TERM.** This Lease shall be for a period of five (5) years beginning August 1, 2009, and ending on July 31, 2014, unless otherwise terminated as provided for in this Lease.
3. **OPTION TO RENEW.** Lessee shall have the option to renew this Lease for an additional five (5) year period. This option may be exercised by Lessee only by a written document stating the intent to exercise this option together with the first year's rental delivered to County not more than six (6) months and not less than thirty (30) days before the end of the initial term of this Lease. Said renewal or extension shall be upon the same covenants, provisions, terms, conditions, and stipulations as herein set forth.
4. **RENT.** Annual payments shall be made by Lessee to County beginning on the first day of this Lease and then each year on the anniversary date of this Lease. Rental payments shall be \$1 per year for the initial term of this Lease, and rental for the renewal period shall be \$1 per year.
5. **CONDITIONS.** The following conditions shall apply to Lessee's use of premises:
 - (a) **Improvements.** Lessee may make, at its own cost and expense, such improvements, erections, additions and alterations as are necessary to adapt the premises for the conduct of Lessee's business. Prior to any improvements, erections, additions and alterations being done, Lessee must obtain the written approval of County. All improvements, erections, additions, or alterations installed or placed on the premises by the Lessee, whether permanently affixed thereto or otherwise, shall become the property of County. No fixtures or other property on premises may be removed without consent of County.
 - (b) **Use of Premises.** Premises are to be used only for purposes set forth in this Lease. No other product or service may be sold or

provided. The premises shall not be used for any illegal purpose, nor in violation of any valid regulation of any governmental body, deed restriction, nor in any manner to vitiate the insurance or increase the rate of insurance on the premises. Lessee shall not permit any nuisance on or in the premises. Lessee shall not use the premises or allow or permit same to be used in any way or for any purpose that County, in its sole discretion, deems to be hazardous.

- (c) **Maintenance and Repairs.** Lessee shall be responsible for providing and paying for all maintenance on the premises. Litter and trash shall be removed from the premises by Lessee at least daily or deposited in a suitable receptacle awaiting weekly pickup. Lessee shall keep premises and all property attached thereto in good repair and in compliance with the terms of the ADA. County shall provide road and drainage repairs and maintenance on public roads within the premises and on public roads that access the premises. Lessee accepts the premises in its condition as of the date hereof and affirms that it is suited for the uses specified herein. Lessee shall, throughout the initial term of this Lease and all renewals thereof, at its expense, maintain the premises in good order and repair. Lessee agrees to return premises to County in as good a condition and repair as when first received by Lessee excepting normal wear and tear only.

Lessee shall pay County on demand or cause to be fixed any damages to the premises or to any other part of the building or land caused by the negligence or willful act of misuse or abuse by Lessee or any of its agents, employees, contractors, licensees, invitees, or guests.

- (d) **Insurance.** Lessee, at its expense, shall at all times during the term of this Lease or any renewal thereof maintain in full force and effect the following insurance in standard form generally in use in Georgia, with insurance companies authorized to do business in Georgia, which are satisfactory to County:

(1) Comprehensive public liability insurance in the amount of at least One Million Dollars (\$1,000,000) for any occurrence resulting in property damages, bodily or personal injury or death and consequential damages arising therefrom; and

(2) A policy or policies of casualty insurance covering the improvements located on the premises in the amount of ten thousand dollars (\$10,000) to seventy-five thousand dollars (\$75,000) each, including the bath houses, store and picnic area. Lessee shall not be required to obtain insurance coverage to afford protection against floods or flooding.

Lessee shall provide County a Certificate(s) of Insurance for such liability insurance policy(ies) which list County as an additional named insured on the liability insurance policy and as a loss payee on the casualty insurance policy. The certificate must state that such coverage may not be canceled without thirty (30) days' written notice to County. Lessee shall not operate the premises without valid, current insurance policy(ies) as described herein which are approved by County.

- (e) **Utilities.** Lessee shall be responsible for and promptly pay all utilities arising out of its use of the premises, including, but not limited to gas, electricity, fuel, light, heat, power, and water. All utilities shall be listed under the name of Lessee.
- (f) **Compliance with Laws and Regulations.** Lessee's operations shall comply with all rules, regulations and ordinances governing the use of the premises and Lessee's operation as they exist and as they may be amended from time to time. Lessee shall not on the grounds either of race, color, sex, age or natural origin, discriminate or permit discrimination against any persons or group of persons in any manner prohibited by any statute or regulation of the State of Georgia and/or the United States of America. Lessee shall make the premises available on a fair, equal and non-discriminatory basis to the general public.
- (g) **Complaints.** Lessee shall respond to all complaints received and take appropriate corrective action where reasonably necessary. Lessee shall keep a complaint log listing all complaints together with a description of the complaint, when received and what action was taken as a result thereof (if any) and why that action was taken or why no action was taken. The complaint log shall also list any identifying information about the complainant which is known including name, address and phone number. The complaint log shall be available for inspection by County during normal business hours.
- (h) **Assignment.** Lessee may not assign this Lease without written permission from County, which will not be unreasonably withheld.
- (i) **Advertising.** No advertising shall be permitted on the premises except that which is authorized in writing by County.
- (j) **Sound.** No device producing sound which is audible off the premises shall be permitted except with the consent of County, which consent may be withdrawn at any time.

- (k) **Inspection.** Lessee shall permit County, its agents or employees, to enter onto the premises at all reasonable times for the purpose of inspecting the same. Lessee, on an annual basis and at its own expense, shall prepare financial statements including income and expense statements and balance sheets in accordance with generally accepted accounting principals and furnish a copy of the same to County. Lessee shall provide quarterly balance sheets to the Glynn County Administrator.
- (l) **Annual Administrative Review.** This Lease may be reviewed annually or at any time by County to ensure compliance with the terms herein.
- (m) **User Fees.** No fees shall be charged to anyone by Lessee for the use of the premises, except overnight camp rentals and camp site leases, unless and until it is approved by County.

6. **TERMINATION FOR CAUSE.** This Lease and the interest created hereby may be terminated by either party after a breach of the terms hereof by the other party upon giving the breaching party written notice of intention to terminate at least fifteen (15) days prior to the effective date thereof. Notice shall be deemed given, if sent certified mail to the address for notice shown herein. If any default shall be made in the payment of any rental due hereunder at the time and in the manner provided, or if Lessee shall default in the performance of or observance of any of the covenants or agreements herein contained or if the premises shall become vacant or be abandoned, or if Lessee shall at any time make a general assignment, or if a receiver of Lessee shall be appointed in any court of the United States or of the State of Georgia, or if Lessee shall file a voluntary petition for bankruptcy, or if a petition in bankruptcy shall be filed against Lessee, County may terminate this Lease. Should County terminate this Lease pursuant to this provision, Lessee shall not be entitled to any compensation or reimbursement for any improvements made to the premises by Lessee. Furthermore, County may forthwith re-enter the premises covered by this Lease and take possession thereof, and remove all persons and property therefrom, using such force as may be necessary. Lessee shall remain liable for all its obligations under this Lease, despite any such re-entry by County.

In the event the premises, either prior to the commencement date of the term of this Lease or during the term hereof, shall be so damaged by storm, fire, lightning, earthquake or other casualties as to render them unusable for the purpose(s) allowed under this Lease, and repair of the premises shall not thereafter be begun by County within one (1) year of County's receipt of full insurance proceeds therefore, then this Lease shall terminate as of the date of such destruction, and rental shall be accounted for as between County

and Lessee as of that date. If premises are damaged but not wholly destroyed by any such casualties, rental shall abate in such proportion as use of premises has been destroyed.

7. TERMINATION WITHOUT CAUSE. County may terminate this Lease without cause upon the giving of at least ninety (90) days' advance notice to Lessee. Lessee shall surrender possession of the premises together with all inventoried supplies owned by County. County shall return one twelfth (1/12) of the rental paid that year for each full month left in the current year and shall also pay Lessee the cost of all capital improvements approved by it and installed on the premises, less depreciation. Depreciation shall be based upon the useful life of the asset, calculated using the straight line method, provided, however, that no asset life shall exceed five (5) years or the number of years left in the current rental term at the date of installation.
8. NOTICES. All notices given pursuant to this Lease shall be sent to the following addresses:

As to County: County Administrator
701 "G" Street, 1st Floor
Historic Courthouse
Brunswick, GA 31520

As to Lessee: Board of Directors
Altamaha Park of Glynn County, Inc.
1605 Altamaha Park Road
Brunswick, GA 31525

It shall be the duty of each party hereto to notify the other in writing of any change of address for notices. Notices sent to the former address shall be valid if the notified party had failed to so notify of any change.

9. INDEMNITY. Lessee agrees to indemnify and hold harmless County, its officers, agents, and employees from and against all liability, loss, costs, damages, fees and expenses (including attorney's fees) for any suit, claims settlement, award, penalty, fine, defense or judgment because of loss or damage to any person, property or right arising out of or in consequence of this Lease and any of Lessee's operations authorized hereunder. This indemnity shall apply whether or not the loss or damage is caused or alleged to be caused in whole or in part by the joint or concurrent act or omission (whether negligent or otherwise) of Lessee or County or their agents, employees, invitees, permittees, or guests. This indemnity shall not extend to acts caused by the lone, sole negligence or other act of any person or party claiming benefit of this provision.
10. WAIVER OR CHANGES. The failure of County to insist at any time upon the

strict performance of any covenant or Lease herein, or to exercise any option, right, power or remedy contained in this Lease, shall not be construed as a waiver of or a relinquishment thereof for the future. No payment by Lessee or receipt by County of a lesser amount than the Base Rental, any rental adjustment, additional rental or any other sum herein provided to be paid by Lessee shall be deemed to be other than on account of the earliest such payment due hereunder, nor shall any endorsement or statement on any check or any letter accompanying any check or payment as Base Rental, any rental adjustment, additional rental or any other sum herein provided to be paid by Lessee be deemed an accord and satisfaction, and County may accept such check or payment without prejudice to County's right to recover the balance of such Base Rental, any rental adjustment, additional rental or any other sum herein provided to be paid by Lessee, or pursue any other remedy provided for in this Lease.

11. SURRENDER OF THE PREMISES. Lessee shall, at the expiration or termination of this Lease, surrender up the premises in good order and condition, reasonable use and ordinary wear and tear thereof, damage by fire, acts of God, the elements, other casualties or catastrophes and damage or defects arising from the negligence or default of County excepted.
12. ENTIRE AGREEMENT. This Lease contains the entire agreement of the parties and no representations, inducement or promises, oral or otherwise, between the parties not embodied herein shall be of any force and effect unless in writing and signed by both parties hereto. If any of the terms of this Lease shall be finally determined to be invalid or unenforceable in whole or in part, the remaining provisions hereof shall remain in full force and effect, and be binding upon the parties hereto. The parties agree to reform this agreement to replace any such invalid or unenforceable provision with a valid and enforceable provision that comes as close as possible to the intention of the stricken provision.
13. LAW: This Lease shall be interpreted and construed under the laws of the State of Georgia.
14. EXECUTION IN COUNTERPARTS: This Lease may be simultaneously executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.
15. SPECIAL STIPULATIONS: The foregoing provisions contained in the lease between Glynn County, Georgia and Altamaha Park of Glynn County, Inc. are amended by the following provisions which shall control in case of any conflict between them and any other provision of the said lease:
 - (A) Premises are to be used only for operation of a recreational park. Fishing, overnight camping rentals, lot leases, use of boat ramp(s)

and dock(s), use of fishing pier, operation of a camp store, use of playground, use of picnic area and shed, boat rentals, operation of nature trail, and operation of a canoe trail is permitted as part of such use.

- (B) A list of lots available for rent and a list of names on a waiting list for such available lots shall be maintained in the store located on the premises. Such waiting list shall be available for inspection by the public. An individual whose name is at the top of the waiting list that declines to execute a lot lease agreement when a lot becomes available shall have their name removed from the waiting list and that individual's name may only be added back to the bottom of the list. Lessee shall provide a copy of the waiting list to the Glynn County Administrator on a quarterly basis.
- (C) Lot lease agreements shall prohibit permanent, stick-built structures.
- (D) All Liquefied Petroleum Gas containers must be secured in compliance with § 3-2.2.7 of the 1998 Edition of the Liquefied Petroleum Gas Code, a copy of which is attached hereto as Exhibit "B".
- (E) The sale of alcoholic beverages is not permitted on the premises.
- (F) No advertising signs other than existing signs and temporary event banners will be installed on the premises except those which are authorized in writing by the County.
- (G) Fees for use of the premises shall not exceed fees charged for like uses in Glynn County unless approved by the County.
- (H) This agreement supersedes and terminates any and all prior agreements between County and Lessee, including that Leasehold Agreement entered into between the parties signed on July 17, 2003, last renewed on April 17, 2008, and last amended on May 28, 2008.
- (I) Lessee may utilize up to six (6) of the park lots to construct and maintain six (6) "RV Park Models". The first RV Park Model shall be constructed so as to comply with the terms of the Americans with Disabilities Act (the "ADA"). Rental of the RV Park Models shall be open to the general public.

This Lease is entered into between the parties this the ____ day of _____, _____.

(Signatures on following page)

LESSEE:

By: _____

Title: _____

Witness:

ATTEST:

By: _____

Title: _____

(SEAL)

GLYNN COUNTY:

By: _____, Chairman
Glynn County Board of Commissioners

ATTEST:

By: _____, Clerk
Glynn County Board of Commissioners

(SEAL)