

STATE OF GEORGIA

COUNTY OF COBB

LEASE AGREEMENT

THIS LEASE AGREEMENT, made and entered into this _____ day of _____, 2017, between **Richard L. Daniels**, of the first part, hereinafter called Lessor, and **The City of Smyrna, Georgia**, of the second part, hereinafter called Lessee. It is mutually agreed by both parties hereto, where either is mentioned herein, that the same refers to their heirs, executors, administrators, successors or assigns, who are bound as fully and completely by the covenants herein as the parties hereto.

WITNESSETH: That the said Lessee has this day rented and leased from said Lessor and Lessor has rented and leased to said Lessee, the following premises:

**3515 N. Cooper Lake Drive, Smyrna, Georgia 30080,
described on Exhibit "A" attached hereto**

for an initial term of ten (10) months, commencing on the _____ day of _____, 2017, and running to and through the _____ day of _____, 2018, for which Lessee agrees to pay Lessor, promptly on the first day of each rental month, in advance, a total rent of Ten Thousand and 00/100 Dollars (\$10,000.00), payable as follows: Five Thousand and 00/100 Dollars (\$5,000.00) payable to Lessor within three (3) business days following execution of this agreement by the latter of the parties to execute; with the balance of Five Thousand and 00/100 Dollars (\$5,000.00) payable to Lessor on or before October 1, 2017.

NOW THEREFORE, in consideration of Ten (\$10.00) Dollars, receipt of which is hereby acknowledged, and other good and valuable considerations and of the mutual covenants hereinafter contained it is agreed as follows:

1. CANCELLATION OR TERMINATION OF LEASE

(A) **BY LESSOR.** It is mutually agreed that in the event Lessee shall default in the payment of rent herein reserved, when due, and fails to cure said default within five (5) days after written notice thereof from Lessor; or if Lessee shall be in default in performing any of the terms or provisions of this lease other than the provision requiring the payment of rent, and fails to cure such default within thirty (30) days after the date of receipt of written notice of default from Lessor; then and in any of said events, Lessor at his option may elect to do one of the following:

i) Terminate this lease by written notice to Lessee, whereupon this lease shall end and Lessee shall at once surrender possession of the premises to Lessor and remove all of Lessee's effects therefrom; and Lessor may forthwith re-enter the premises and repossess himself thereof, and remove all persons and effects therefrom, using such force as may be necessary without being guilty or liable for trespass, forcible entry or detainers of other tort, or

ii) Without terminating this lease, upon written notice to Lessee, Lessor may demand repossession of said premises; and upon failure of Lessee to surrender possession of the premises to Lessor, and to remove Lessee's effects therefrom, then Lessor may forthwith re-enter the premises and repossess himself thereof and remove all persons and effects therefrom, using such force as may be necessary or other tort; and thereafter relet the premises on such terms as Lessor may deem proper and receive the rent thereof; and Lessee agrees to pay to Lessor on demand any deficiency between Lessee's rent and the rental obtained by Lessor on reletting for the remainder of the original term or any renewal of this Lease Agreement that may accrue by reason of such reletting.

(iii) After an authorized assignment or subletting of the entire premises covered by this lease, the occurring of the foregoing defaults or events shall affect this lease only if caused by, or happening to, the assignee or sublessee. Any notice provided in this paragraph may be given by Lessor or his attorney herein named. The Lessor may pursue any other rights or remedies in law or equity, in addition to the foregoing rights and remedies all of which are cumulative.

(B) BY LESSEE. It is mutually agreed that this Lease may be terminated prior to the termination date contemplated herein by three (3) months' written notice from Lessee to Lessor. Should Lessee vacate the premises prior to the expiration of three (3) month's written notice to Lessor, Lessee shall immediately pay all rent due up to the termination date given in the written notice.

2. ATTORNEYS FEES. Lessee agrees to pay reasonable attorneys fees on any part of said rental that may be collected by suit or by attorney after same has become due.

3. ASSIGNMENT AND SUBLETTING. Lessee agrees not to assign this Lease Agreement nor to sublet said premises, or any part thereof, without the written consent of the Lessor; and will deliver said premises at the expiration of this lease in as good order and repair as when first received, natural wear and tear excepted, except as otherwise varied herein by Section 25, Special Stipulations.

4. INDEMNITY. Lessee hereby releases Lessor from any and all damages to both person and property and will hold the Lessor harmless from all such damages during the term of this lease. Lessee specifically acknowledges that Lessor is not responsible for damage to or theft of any items of personal property stored by Lessee at the captioned property.

5. DESTRUCTION OR DAMAGE TO PREMISES. Should the premises be destroyed or so damaged by fire as to become uninhabitable, the rental due under this Lease Agreement shall cease from the date of the fire.

6. IMPROVEMENTS AND ACCESS. Lessee is to make no changes of any nature in the above named premises without first obtaining written consent from said Lessor. Any fixtures installed by Lessee attach to the real property so improved and become the sole property of Lessor at the termination of the lease. This provision shall be subject to variation according to the terms of Section 25, Special Stipulations.

7. UTILITIES AND COMPLIANCE WITH GOVERNMENT AUTHORITY. Lessee agrees not to leave the premises herein leased unoccupied, not to do or to permit any act which would vitiate the fire insurance policy upon said property or increase the insurance rate; and to comply with all rules, orders, ordinances, and regulations of the city government, in any and all of its departments, and with all the statutes, rules and regulations of the State of Georgia in any or all of its departments.

8. CARDING. Lessor has the privilege of carding the above described premises for rent or for sale at any time within three months previous to the expiration of this lease, and during the said time to exhibit said premises during reasonable hours.

9. PURPOSES. The within premises shall not be used for any unlawful purposes. The parties herein contemplate specific usage as a temporary public safety facility, including, but not limited to: a "mobile office type" structure, an aluminum awning, and a gravel road base.

10. MORTGAGEE'S RIGHTS. Lessee's rights shall be subject to any bona fide mortgage or deed to secure debt which is now, or may hereafter be, placed upon the premises by Lessor.

11. NO ESTATE IN LAND. This contract shall create the relationship of Lessor and Lessee (or landlord and tenant) between the parties hereto; no estate shall pass out of Lessor. Lessee has only a usufruct, not subject to levy and sale, and not assignable by Lessee except by Lessor's consent.

12. HOLDING OVER. If Lessee remains in possession of premises after expiration of the term hereof, with Lessor's acquiescence and without any express agreement of parties, Lessee shall be a tenant at sufferance at the rental rate in effect at end of lease; and there shall be no renewal of this lease by operation of law.

13. RIGHTS CUMULATIVE. All rights, powers and privileges conferred hereunder upon parties hereto shall be cumulative but not restrictive to those given by law.

14. SERVICE OF NOTICE. Lessee hereby appoints as his agent to receive service of all dispossession or distraint proceedings and notices thereunder, and all notices required under this lease, the person in charge of leased premises at the time, or occupying said premises; and if no person is in charge of, or occupying said premises, then such service or notice may be made by attaching the same on the main entrance to said premises. A copy of all notices under this lease shall also be sent to Lessee's last known address, if different from said premises.

15. TIME OF ESSENCE. Time is of the essence of this agreement.

16. DEFINITIONS. Lessor as used in this lease shall include First Party, First Party's heirs, representatives, assigns, and successors in title to premises. Lessee shall include Second Party, Second Party's heirs and representatives, and if this Lease shall be validly assigned or sublet, shall include also Lessee's assignees or sublessees, as to premises covered by such assignment or sublease. "Lessor" and "Lessee", include male and female, singular and plural, corporation,

partnership or individual as may fit the particular parties.

17. NOTICES. Any written notice or other communication required or permitted hereunder shall be deemed to have been sufficiently given hereunder, if said written notice is deposited in the U.S. Mail and sent by certified or registered mail, postage prepaid, or made in person, addressed as follows:

To the Lessor:	Richard L. Daniels _____ Smyrna, Georgia _____
To the Lessee:	Smyrna Fire Department Attn: Chief Roy Acree 2620 Atlanta Road Smyrna, Georgia 30080

or any other address as may be later designated in writing by the other party and any such written notice or communication shall be deemed to have been given as of the date so mailed.

18. WAIVER OF RIGHTS. No failure of Lessor to exercise any power given Lessor hereunder, or to insist upon strict compliance by Lessee with his obligation hereunder, and no custom or practice of the parties at variances with the terms hereof shall constitute a waiver of Lessor's right to demand exact compliance with the terms hereof.

19. RIGHT TO POSSESSION. Lessee shall have the right to possession of the premises herein as of date lease agreement portion begins.

20. TAXES AND INSURANCE. Lessor shall pay all state, county, and city ad valorem taxes on the real estate. Lessee shall pay all taxes assessed against and all insurance premiums for policies issued for its personal property.

21. SECURITY RESPONSIBILITIES. Lessee acknowledges responsibility maintenance of reasonable security procedures at all times Lessee shall be in immediate possession and control of the premises.

22. GEORGIA LAW TO CONTROL. This lease shall be construed under the laws of the State of Georgia.

23. ENTIRE AGREEMENT. This Lease Agreement contains the entire agreement of the parties hereto and no representations, inducements, promises or agreements, oral or otherwise, between the parties, not embodied herein, shall be of any force or effect.

24. REMODELING BY LESSEE. The Lessee shall not, without the prior written consent of Lessor endorsed herein, remodel, construct, or otherwise make any structural changes to the

property.

25. SPECIAL STIPULATIONS. In the event of any conflict between the following Special Stipulations and any other provision of this Agreement, the parties acknowledge and agree that the following shall control:

- A.) Lessee shall be responsible for all utilities and other costs, except for real property taxes, assessed against the leased premises during the term herein contemplated.
- B.) Lessee shall be permitted to construct a gravel road base on the property and shall not be required to remove or remedy such at the end of the term of the Agreement.

IN WITNESS WHEREOF, the Lessor and Lessee have hereunto set their hands, the day and year first above written.

Richard L. Daniels

_____(Seal)

Lessor

Signed, sealed and delivered as Lessor in the presence of:

Witness

Notary Public

THE CITY OF SMYRNA, GEORGIA

_____(Seal)
By: _____

Lessee

Signed, sealed and delivered as Lessee in the presence of:

Witness

Notary Public

Prepared by:
COCHRAN & EDWARDS, LLC
Attorneys At Law
2950 Atlanta Road SE
Smyrna, Georgia 30080-3655
(770) 435-2131

EXHIBIT "A"

All that tract or parcel of land lying and being in Land Lot 339 of the 17th District, 2nd Section of Cobb County, Georgia, and being more particularly described as follows:

BEGINNING at a point on the easterly side of Cooper Lake Road, 80 feet southerly, as measured along the easterly side of Cooper Lake Road, from the intersection of the easterly sides of Cooper Lake Road and the southeasterly side of Concord Road; thence running south 77 degrees east, along property line of property now or formerly owned by W. M. Reed and Sam Theodocion a distance of 200 feet to a point; thence northerly, parallel with the easterly side of Cooper Lake Road, and along property line of property now or formerly owned by W.M. Reed and Sam Theodocion, a distance of 80 feet to a point; thence south 77 degrees east 153 feet to a point; thence south 6 degrees west 250 feet to a point; thence north 77 degrees west 353 feet to a point on the easterly side of Cooper Lake Road; thence northerly along the easterly side of Cooper Lake Road 170 feet to the POINT OF BEGINNING. Being the same property conveyed by Warranty Deed from W.M. Reed and Sam Theodocion to Clyde P. Ward and Byron P. Harris dated July 8, 1968, filed for record August 16, 1968, and recorded in Deed Book 1053, Page 207, Cobb County, Georgia Records.

Cobb County, Georgia, Tax Parcel ID # 17033900470