

STATE OF GEORGIA,

COUNTY OF SPALDING.

**LEASE AGREEMENT**

**THIS AGREEMENT**, made and entered this 28<sup>th</sup> day of March, 1994, by and between **GOLD KIST, INC.** (hereinafter referred to as the "Lessor") and **CITY OF GRIFFIN, GEORGIA**, a municipal corporation located in Spalding County, Georgia (hereafter referred to as the "Lessee") provides as follows:

**1.**

For good and valuable consideration, the receipt of which is hereby acknowledged, Lessor agrees to lease and Lessee agrees to rent from Lessor that certain tract, lot or parcel of undeveloped land, consisting of two and one-half acres, more or less, located in the northeast corner of the intersection of Anne Street and Beck Street, being a portion of the Lessor's larger tract consisting of 5.24 acres, more or less, and shown on Spalding County Tax Map 47, Block 1, Parcel 5. Lessee shall use, operate, manage and maintain said tract solely for recreational purposes and shall place no permanent structures or improvements thereon without the express written consent of the Lessor. It is contemplated by the parties that the Lessee shall make such non-permanent improvements on the site so as to develop a neighborhood park for the citizens of the community, including, without limitation, playground equipment, picnic tables, pavilions, ballfields, nature trails, and similar passive recreational amenities (no swimming pools). Lessee shall not charge any person or persons who enter or go onto the land for recreational purposes.

During the term of this lease, the Lessee shall operate and maintain the park, without cost to Lessor, in such manner as to keep the premises safe for entry and use for recreational purposes. To the extent permitted by law, Lessee shall hold the Lessor harmless from suit for personal injury, property damage, claim of lien and/or nuisance, and, in the event any action is every brought against Lessor arising out of Lessee's use and operation of the park, Lessee agrees to defend Lessor and pay any resulting judgment. For purposes of this lease, the Lessee warrants that Lessor qualifies as an owner of land leased to the state or a political subdivision thereof for recreational purposes whose liability is limited as set forth in O.C.G.A. Subsections 51-3-22 and 51-3-23. Notwithstanding the foregoing, any statutory limitation of liability shall not limit or affect Lessee's obligations pursuant to this paragraph.

**2.**

The term of this lease shall be for one (1) year, commencing upon the date of execution by all parties and ending June 30, 1995; thereafter, said lease shall be automatically renewed for one (1) year terms, commencing on July 1 of each calendar year and terminating on June 30 of the following calendar year; provided, however, that should the Board of Commissioners of the City of Griffin fail to make a sufficient appropriation in any fiscal year's budget to operate and maintain the park, or should either party give written notice to the other party at least three (3) months in advance of a future renewal date of its election not to renew, this lease shall terminate.

Lessor shall have the right to terminate this lease immediately upon default by Lessee in the performance of its obligations hereunder. Upon termination, Lessee shall have the right and obligation to remove any and all permanent or non-permanent improvements which Lessee has placed on the property. If Lessee wishes to leave any permanent or non-permanent improvements with approval of Lessor, Lessor shall pay Lessee the depreciated value of the improvements to be left.

**3.**

As full rental under this agreement, Lessee shall make an annual payment to the Lessor in an amount equivalent to the total amount of ad valorem taxes assessed by the City of Griffin and County of Spalding, including State and school taxes. Upon receipt of annual tax statements, Lessor shall compute the amount due and invoice the Lessee in writing, addressed to the attention of the City Manager, P. O. Box T, Griffin, Georgia 30224. The Lessee shall pay the rental to Lessor within 30 days of receipt of an invoice.

**4.**

This agreement is made and entered into and shall be construed in accordance with laws of the State of Georgia. No amendment or modification of this agreement shall be effective unless contained in writing signed by both parties. This writing supersedes all prior negotiations, agreements or understandings, whether oral or written, and constitutes the full and complete agreement of the parties as to subject matter treated.

**IN WITNESS WHEREOF**, the parties have caused this agreement to be executed, under seal, by their duly authorized representatives.

**GOLD KIST, INC.**

By: Stanley C. Rogers  
Title

**CITY OF GRIFFIN, GEORGIA**

By: Raymond Head Jr.  
Chairman, Board of Commissioners

Attest: Richard Crowdis  
Secretary, Board of Commissioners