

STATE OF GEORGIA)
)
COUNTY OF LIBERTY)

LEASE AGREEMENT FOR PUBLIC PURPOSES
(East End Fire Stations and Equipment)

THIS LEASE AGREEMENT FOR PUBLIC PURPOSES (this "Lease") is made and entered into as of the Effective Date (as defined below), by and between **LIBERTY COUNTY, GEORGIA**, a political subdivision of the State of Georgia, having an address for purposes of this Lease of 112 N. Main Street, Hinesville, Georgia 31313 ("**Lessee**"), and **EASTERN DISTRICT FIRE RESCUE, INC.**, a Georgia nonprofit corporation, having a mailing address for purposes of this Lease of 232 Fig Tree Road, Midway, Georgia 31320 ("**Lessor**") (said Lessor and Lessee each being sometimes referred to as a "party" and collectively as the "parties").

W I T N E S S E T H:

WHEREAS, Lessor wishes to lease to Lessee, and Lessee wishes to lease from Lessor, the Leased Property (as defined below), for those public purposes and upon the terms and conditions set forth herein.

NOW THEREFORE, in consideration of the mutual covenants, rentals, obligations and agreements hereinbelow set forth, and for other good and valuable consideration, the sufficiency and receipt of which is hereby expressly acknowledged, Lessor and Lessee do hereby agree and bind themselves as follows:

ARTICLE I
LEASING CLAUSE; ACCEPTANCE OF LEASED PROPERTY

Section 1.01. Leased Property. Lessor, for and in consideration of the covenants, agreements and stipulations hereinafter contained to be kept and performed by Lessee, shall lease and rent, and by these presents does hereby lease and rent to Lessee, and Lessee hereby leases and rents from Lessor upon the terms and conditions set forth herein, (i) that certain improved real property located in Liberty County, Georgia and being more particularly described on the attached **Exhibit "A"** (the "**Leased Real Property**"); and (ii) those items of machinery, equipment and other property located on the Leased Real Property and more particularly described on the attached **Exhibit "B"** (the "**Leased Equipment**") (said Leased Equipment and Leased Real Property being collectively referred to as the "**Leased Property**").

Section 1.02. No Warranty. LESSOR MAKES NO WARRANTY, EITHER EXPRESS OR IMPLIED, WITH RESPECT TO THE LEASED PROPERTY, INCLUDING, ITS CONDITION, FUNCTIONALITY, OR THAT IT WILL BE SUITABLE FOR LESSEE'S PURPOSES OR NEEDS. In this connection, Lessee releases Lessor from any loss or damages suffered by Lessor as a result of the condition of the Leased Equipment or its suitability for Lessee's purposes or needs.

Section 1.03. Remaining Equipment. Any equipment or other personal property owned by Lessor and located on the Leased Real Property as of the Effective Date and not made a part of

the Leased Equipment (collectively, the “**Remaining Equipment**”) shall remain the sole and exclusive property of Lessor, who shall have the option of either relocating said Remaining Equipment or storing the same, without charge, at the Leased Real Property for all or a portion of the Lease Term; provided that any Remaining Equipment shall be stored on such parts of the Leased Real Property as will not materially interfere with the operations of Lessee thereon. The storage of the Remaining Equipment on the Leased Real Property during the Lease Term shall be at Lessor’s sole risk, and Lessee shall have no duty to protect or safeguard the same and shall in no event be liable for its damage, destruction or theft (unless such damage or destruction is the direct result of Lessee’s intentional misconduct).

Section 1.04. Use of Leased Property. During the Lease Term, Lessee shall have use of the Leased Property for the public purpose, but not the obligation, of providing fire protection and emergency response services within Liberty County, Georgia to the extent determined appropriate by Lessee (sometimes, the “**Public Services**”), which use is consistent with those nonprofit purposes to which the Leased Property was previously dedicated by Lessor.

ARTICLE II
EFFECTIVE DATE OF LEASE; DURATION OF LEASE TERM;
RENTAL PROVISIONS

Section 2.01. Effective Date and Duration of Lease. This Lease shall commence as of 12:00 p.m. on the Effective Date, and shall be in full force and effect for a period of three hundred sixty-five (365) days thereafter (the "**Lease Term**"), at which time it will expire without further action, subject to the provisions of this Lease expressly permitting earlier termination.

Section 2.02. Basic Rent. During the Lease Term, Lessee shall pay to Lessor monthly rental in the amount ONE THOUSAND AND 00/100 (\$1,000.00) DOLLARS (“**Basic Rent**”), which shall be due and payable, in advance, on the tenth (10th) of each month during said Lease Term; provided that the first such rental payment shall be due within three (3) days following the Effective Date (prorated based on the number of days remaining in said initial month).

Section 2.03. Additional Rent. Wherever it is provided in this Lease that Lessee is required to make any payment to Lessor (other than Basic Rent), such payment shall be deemed to be Additional Rent and all remedies applicable to the non-payment of Basic Rent shall be applicable thereto. Unless otherwise specifically provided herein, all payments of Additional Rent shall be made monthly upon the same terms and conditions as Basic Rent hereunder; provided, however, that, at the election of Lessor, any and all such payment(s) of Additional Rent shall be paid by Lessee to Lessor within ten (10) days following receipt of invoice for the same. Without limiting the foregoing, Lessee shall reimburse Lessor the following costs and expenses associated with the Leased Property and incurred by Lessor during the Lease Term: (a) pursuant to Section 5.03 below, the premiums (and any reasonable deductible payments) for all property and casualty insurance customarily maintained by Lessor with respect to said Leased Property (provided that the subject insurance policy(ies) and estimated premium(s) shall be furnished to and approved by Lessee within ten (10) days following the Effective Date); and (b) pursuant to Section 3.02(c) below, all regularly occurring charges for utilities serving the Leased Real

Property (i.e. electricity and telephone).

Section 2.04. Place of Payment; Delinquent Payments. In the event Lessee shall fail to make any of the payments required by this Article 2, whether Basic Rent or Additional Rent, the unpaid amount shall continue as an obligation of Lessee until fully paid, and shall accrue interest following ten (10) days written notice from Lessor to Lessee until paid at a per annum rate specified for judgments in this State pursuant to O.C.G.A. § 7-4-12(a). All rental payments hereunder shall be payable to the order of "Eastern District Fire Rescue, Inc." and, unless otherwise directed by Lessee, mailed to the address of Lessor shown on page 1 of this Lease.

Section 2.05. Termination for Convenience. Notwithstanding anything in this Lease to the contrary, and in addition to any other rights of termination contained herein, either party may terminate this Lease at any time during the Lease Term, for any or no reason, with or without cause, upon no less than ninety (90) days' written notice to the other party, whereupon the parties shall have no rights or obligations hereunder, except for those obligations which are expressly intended to survive such termination.

ARTICLE III REPRESENTATIONS, WARRANTIES AND COVENANTS

Section 3.01. Mutual Representations and Warranties. Each party hereby warrants and represents (as well as covenants where indicated) to the other party as follows, which shall be deemed independently material notwithstanding any prior knowledge or examination on the part of the other party or their agents, officers, employees or representatives: (a) THE PARTY HAS READ AND FULLY UNDERSTANDS THE CONTENTS OF THIS LEASE, AND HAS VOLUNTARILY EXECUTED THIS LEASE FREE FROM DURESS, IMPAIRMENT, OR UNDUE INFLUENCE OF ANY KIND; (b) if not a natural person, the party is (i) duly formed, validly existing and in good standing under the laws of its state of organization, incorporation, or other formation, and (ii) possessed of all requisite power and authority to perform the terms of this Lease; (c) the execution, delivery and performance of this Lease by the party (i) is within the power and authority of such party; (ii) has been authorized by all requisite organizational action of such party (if not a natural person); and (iii) does not conflict with, or result in the breach of, any provision of the organizational documents (e.g. articles of incorporation, articles of organization, operating agreement, bylaws, etc., as the case may be) of the party (if not a natural person); (d) this Lease constitutes the legal, valid and binding obligation of the party; and (e) the party's exact legal name is correctly set forth in this Lease. Additionally, Lessor warrants and represents to Lessee that Lessor is the owner of fee simple title to the Leased Property and has the legal right and authority to lease the Leased Property to Lessee as provided herein.

Section 3.02. Affirmative Covenants of Lessee. Lessee covenants to Lessor that from and after the Effective Date, and so long as this Lease shall remain in effect:

(a) Access to Leased Property. Lessor shall have the right, upon reasonable prior notice and at such hour(s) as are convenient for Lessee, but subject to any reasonable restrictions imposed by Lessee for purposes of safety, to enter the Leased Real

Property during the Lease Term for the purpose of examining and inspecting the Leased Property and otherwise allowing Lessor to become informed as to whether or not Lessee is complying with the provisions of this Lease; provided that this Section shall impose upon Lessor no affirmative duty or liability of any kind.

(b) Compliance with Laws. Lessee shall, at its own expense, be responsible for complying with all Laws applicable to the provision of the Public Services and the operation of the Leased Equipment, as well as to its occupation of the Leased Real Property.

(c) Taxes and Utility Charges. During the Lease Term, Lessee shall be responsible for the timely payment of (i) all ad valorem property taxes, if any, that may be lawfully assessed against the Leased Property for any calendar year during the Lease Term, prorated based on the number of days Lessee was legally entitled to occupy and/or use the Leased Property under the terms of this Lease; and (ii) all charges incurred for utility services provided to the Leased Real Property during the Lease Term (i.e. electricity and telephone). In no event shall Lessee be liable for the payment of any ad valorem taxes or utility charges for the period prior to or following the Lease Term. Unless otherwise agreed by the parties, the accounts for such utilities shall remain in the name of Lessor, who may either request that Lessee timely pay such utility charges directly to the responsible utility provider(s) or reimburse Lessor such charges in the same manner as provided for Additional Rent generally. Lessee has been advised by Lessor that the Leased Property is currently exempt from the payment of ad valorem property taxes. Should this not be the case, either through error or change in law or assessment practice, Lessee's portion of ad valorem taxes due for any calendar year shall be paid to Lessor following receipt by Lessor of the tax bill applicable to the Leased Property in the same manner as provided for Additional Rent generally.

(d) Hazardous Materials. Lessee shall not cause any Hazardous Materials to be brought upon, disposed of, released, produced or used upon the Leased Real Property, except to the extent the same is in compliance with all applicable Laws. Furthermore, Lessee shall, at its sole cost and expense, promptly take all actions required by any federal, state or local government agency or political subdivision to mitigate any damages which arise directly from Lessee's occupation of the Leased Real Property and its operation of the Public Services during the Lease Term. In no event shall Lessee have any responsibility to mitigate, or other liability for, any Hazardous Materials introduced onto the Leased Real Property prior to or following the Lease Term or which otherwise originates from the Remaining Equipment.

(e) Prohibition Against Mechanic's Liens. Lessee shall not cause to be filed or enforced against the Leased Real Property any mechanic's, materialman's, contractor's or subcontractor's liens or claims arising from any work of any maintenance, repair, or other Alteration authorized by Lessee, and shall pay or cause to be paid all of such liens and claims before any lien is filed or action is brought to enforce the same against the Leased Real Property. (or pay or bond against any such claims within ten (10) days following their filing).

**ARTICLE IV
MAINTENANCE, REPAIRS, AND ALTERATIONS**

Section 4.01. Responsibilities of Lessee. During the Lease Term, Lessee, at its sole cost and expense, shall, consistent with the past practices of Lessor: (a) maintain the Leased Real Property in a clean and good condition, and, subject to the provision of Section 4.05 below, provide such janitorial services, lawn services, and pest control services as are necessary to ensure such condition; (b) conduct regular and routine maintenance of the Leased Equipment; and (c) perform such minor repairs to the Leased Property as are necessary to keep the same in good condition (provided that, absent the mutual, written agreement of the parties, Lessee shall in no event be obligated to perform any “minor repairs” to the extent that (i) any single repair exceeds \$500.00, or (ii) such repairs, in the aggregate, exceed \$5,000.00 during the Lease Term (it being acknowledged that Lessor’s consent to any repairs by Lessee exceeding the monetary limits imposed for “minor repairs” shall not obligate Lessor for the same, but Lessee shall remain financially liable for any such repairs); further provided that such monetary limits shall not apply to any repair(s) made necessary due to damage to the Leased Property caused by Lessee or its employees or agents) (said maintenance and repair obligations stipulated in items (a), (b), and (c) above being collectively referred to as the “**Lessee Repairs**”). Any Lessee Repairs made during the Lease Term shall be considered to be part of the Leased Property and shall become the sole property of Lessor when they are made. Lessor shall cooperate with Lessee to the extent practicable to ensure that Lessee enjoys any and all protections and rights granted to Lessor by virtue of any valid third-party warranties respecting the Leased Property.

Section 4.02. Responsibilities of Lessor. All repairs, replacements, and maintenance to the Leased Property, whether interior and exterior, structural and nonstructural, ordinary and extraordinary, foreseen and unforeseen, which are necessary or desirable and not included in the definition of Lessee Repairs pursuant to Section 4.01 above, or otherwise expressly assumed by Lessee herein, shall be performed when needed by Lessor throughout the Lease Term; provided, however, that Lessor shall be under no obligation to perform any such maintenance, repairs, or replacements unless and until (a) thirty (30) days following receipt by Lessor of written notice from Lessee of the need for the same, and (b) agreement on the part of Lessor to perform such maintenance, repairs, or replacements. In the event Lessor does not agree to perform such maintenance, repairs, or replacements following requisite notice from Lessee, then Lessee, at its election, may either (x) terminate this Lease upon no less than thirty (30) days’ written notice to Lessor, or (y) continue with its occupation and use of the Leased Property pursuant to the terms hereof without such maintenance, repairs, or replacements being performed. Notwithstanding the foregoing, Lessor shall have no obligation whatsoever to perform any maintenance, repairs, or replacements to the Leased Property made necessary due to damage to the Leased Property caused by Lessee or its employees or agents (it being acknowledged that Lessee shall be responsible for the same).

Section 4.03. Alterations and Other Improvements. With the prior written consent of Lessor, and at Lessee's sole cost and expense, Lessee may make such physical Alterations in and to the Leased Property as may be desirable in its use of the same. Prior to commencing any such

permitted Alterations, Lessee shall procure or cause to be procured workers' compensation, builder's liability and such other insurance as may be reasonably required by Lessor, as well as all permits and other approvals necessary for the such Alterations. Unless otherwise expressly agreed to in writing, all Alterations to the Leased Property shall be considered to be part of the Leased Property and shall become the sole property of Lessor when they are made.

Section 4.04. Not Residential Lease. It is acknowledged that this Lease is not residential in nature and that the provisions of O.C.G.A. § 44-7-2(b) et seq. applicable to dwellings shall not govern the maintenance and repair obligations of the parties hereunder with respect to the Leased Property.

Section 4.05. Interim Caretaker. It is acknowledged that, from the Effective Date through April 30, 2019 (as may be sooner terminated as provided below, the “**Caretaker Period**”), Andrew Martin (the “**Caretaker**”) shall be permitted to serve, on behalf of Lessor, as caretaker of the Remaining Equipment, and shall be authorized to stay at the Sunbury Station overnight for such purposes. During the Caretaker Period, the Caretaker, and not Lessee, shall be responsible for performing such janitorial services and lawn care services as may be needed to keep the Sunbury Station in a good and clean condition. It is further understood that the Caretaker shall remain on the Sunbury Station during the Caretaker Period at his sole risk; **it being acknowledged that Lessee makes no representations or warranties of any kind regarding the Sunbury Station, and any and all such representations and warranties (including, by way of example, any warranties of habitability, condition, safety, and fitness for a particular purpose) are hereby specifically disclaimed.** IN THIS CONNECTION, LESSOR, ON BEHALF OF ITSELF AND THE CARETAKER, AND THEIR RESPECTIVE HEIRS, PERSONAL REPRESENTATIVES, SUCCESSORS, AND ASSIGNS, AS THE CASE MAY BE, DOES HEREBY COMPLETELY AND UNCONDITIONALLY RELEASE AND FOREVER AND ABSOLUTELY DISCHARGE, LESSEE AND ITS VOLUNTEERS, OFFICIALS, EMPLOYEES, AND AGENTS FROM ANY AND ALL CLAIMS, ACTIONS, SUITS, LOSSES, DAMAGES (INCLUDING DAMAGES ARISING FROM BODILY INJURY OR DEATH), JUDGMENTS, COSTS, EXPENSES, AND OTHER LIABILITIES OF WHATEVER KIND AND AMOUNT WHICH LESSOR AND THE CARETAKER, AND THEIR RESPECTIVE HEIRS, PERSONAL REPRESENTATIVES, SUCCESSORS, AND ASSIGNS, OR ANY ONE OR MORE THEREOF, MAY NOW OR HEREAFTER HAVE OR CLAIM TO HAVE AGAINST LESSEE AND ITS VOLUNTEERS, OFFICIALS, EMPLOYEES, AND AGENTS GROWING OUT OF OR ARISING FROM OR PERTAINING TO, DIRECTLY OR INDIRECTLY, THE CARETAKER’S PRESENCE ON THE SUNBURY STATION (COLLECTIVELY, THE “RELEASED CLAIMS”). **Lessor, on behalf of Lessor and the Caretaker, and their respective heirs, personal representatives, successors, and assigns, does hereby further covenant not to sue or otherwise institute, commence, or prosecute any lawsuit, claim, counterclaim, action, or other proceeding of whatever kind against Lessee and its volunteers, officials, employees, and agents, or any one or more thereof, with respect to any or all of the foregoing Released Claims.** At no time shall the Caretaker be deemed an agent or contractor of Lessee, and Lessee shall in no event be liable for the negligence or other actions or omissions of the Caretaker. Additionally, the Caretaker shall at no time interfere with Lessee’s use and enjoyment of the Leased Property or performance of the

Public Services by Lessee. In confirmation of the foregoing and contemporaneous with the execution of this Lease, and as a condition to the Caretaker's entry on the Sunbury Station during the Lease Term, Lessor shall cause the Caretaker to execute and deliver to Lessee a release and covenant not to sue in favor of Lessee and its employees, volunteers, and agents substantially identical to this Section 4.05. For purposes of this Section, the "Sunbury Station" shall mean that portion of the Leased Real Property located at 2630 Fort Morris Road, Midway, Georgia 31320.

ARTICLE V LIABILITY AND INSURANCE

Section 5.01. No Liability of Lessor; Records of Lessor. During the Lease Term, Lessee shall be deemed to be in exclusive control and possession of the Leased Property, and, except as otherwise expressly and specifically provided herein, Lessor shall not in any event whatsoever be liable for any damage or destruction of any property or injury or death to any person happening on or about the Leased Real Property or in connection with the Leased Equipment; provided, however, that, Lessor shall not be excused from liability for damage or destruction of property or death to persons happening on the Leased Real Property or in connection with the Leased Equipment as a direct result of the negligence of Lessor or the Caretaker or their intentional misconduct. It is further understood and agreed that, from and after the Effective Date, Lessor shall have no further responsibility or obligation to furnish fire protection or other emergency services of any kind, but that Lessee shall be solely responsible for providing the Public Services within the territory formerly served by Lessor. In this connection, and following the Effective Date, Lessee shall assume all responsibility for the training and retention of such firefighters and other emergency personnel (whether volunteer, part-time, or full-time) as Lessee determines appropriate and which its operations and budget will permit; it being acknowledged that the preceding sentence is included herein by way of notation only and shall not create any obligation on the part of Lessee to Lessor or any other Person. Notwithstanding the foregoing, Lessor hereby agrees that it will furnish to Lessee such records relating to Lessor's provision of fire protection and emergency services prior to the Effective Date as Lessee may reasonably request from time to time, including such records as may be required or desirable for applications to or inquiries from the Insurance Service Offices (ISO) in connection with its Public Protection Classification (PPC) program.

Section 5.02. Sovereign Immunity of Lessee. By entering into and performing the terms of this Lease, Lessee does not in any way waive or otherwise impair its sovereign immunity from suit or the official immunity of its employees, officials, and agents, and no actions taken by Lessee hereunder in the future (or which Lessee fails to take) shall be deemed to so waive or impair Lessee's sovereign immunity or the official immunity of its employees, officials, and agents, and neither Lessee nor its employees, officials, or agents shall be estopped from asserting their sovereign immunity and governmental immunity, as the case may be, to the fullest extent granted by the Constitution and laws of the State of Georgia; provided that the foregoing shall not impair whatever rights Lessor may have under this Lease or otherwise to bring an action(s) in contractu against Lessee for its nonperformance hereunder.

Section 5.03. Insurance. Lessor shall maintain in effect the following policies of insurance in form, substance, insurer, deductible, and amount consistent with its past practices: (a) insurance covering all property of every kind which constitute the Leased Property and fully protecting the same against all casualties included under the standard insurance industry classification "All Risk", (b) general comprehensive liability insurance covering injuries that occur on the Leased Real Property or in connection with the operation of the Leased Equipment (including all vehicles made a part of the Leased Equipment), and (c) such flood insurance to the extent required by law; provided that the parties acknowledge that, following the Effective Date, Lessee shall be solely responsible for providing any and all insurance and other benefits (including firefighters' cancer benefits required pursuant to O.C.G.A. § 25-3-23) to those firefighters retained by Lessee, whether as volunteers or employees, to perform the Public Services. Each policy identified in clauses (a), (b), and (c) above shall name Lessee as an additional insured and shall provide that (i) the policies may not be invalidated against Lessee by reason of Lessor's violation of a condition or breach of warranty of the policies or the application; (ii) the policies may be canceled or materially altered or reduced in coverage by the insurer only after thirty (30) days' prior written notice to Lessee; and (iii) the insurer will give written notice to Lessee of nonpayment of any premium by Lessor when due. Unless otherwise agreed by the parties, such insurance policies shall remain in the name of Lessor, who may either request that Lessee timely pay all premiums applicable during the Lease Term directly to the responsible insurer or reimburse Lessor such premiums in the same manner as provided for Additional Rent generally.

ARTICLE VI EVENTS OF DEFAULT AND REMEDIES

Section 6.01. Events of Default. The failure by either party to observe, perform or comply with any of the terms, covenants, agreements or conditions contained in this Lease, including the failure of Lessee to pay any sum required to be paid under this Lease in the amounts and at the times and in the manner specified, and the continuance of such failure for thirty (30) days after notice of such failure has been given by the non-defaulting party to the defaulting party shall be and constitute an **"Event of Default"** under this Lease; provided, however, that if the nature of the default (except monetary defaults) is such that it cannot reasonably be cured within said period of thirty (30) days, and work to cure such default has commenced within said period and is diligently prosecuted to completion, this Lease shall not terminate as a result of such default.

Section 6.02. Remedies. Upon the occurrence of an Event of Default, but subject to Section 5.02, the non-defaulting party shall have the option to pursue any and all remedies authorized by this Lease or otherwise permitted by law or in equity, including the right to terminate this Lease upon no less than ten (10) days prior written notice to the defaulting party.

Section 6.03. Fees and Expenses. Should Lessor or Lessee employ attorneys or incur other expenses for the enforcement of performance or observance of any obligation or agreement on the part of the other party herein contained, said defaulting party agrees that it shall on demand therefor pay to the other party the reasonable fees of such attorneys and such other reasonable

expenses so incurred by the party seeking such performance or enforcement to the extent such party prevails in any action pursued against the other in a court of competent jurisdiction. This Section shall survive any expiration or termination of this Lease.

ARTICLE VII MISCELLANEOUS

Section 7.01. Surrender of Premises. Except as otherwise provided in this Lease, at the expiration or sooner termination of the Lease Term, Lessee agrees to surrender possession of the Leased Property peaceably and promptly to Lessor in as good condition as existed at the Effective Date, excepting only ordinary wear, tear, and in broom clean condition.

Section 7.02. Notices. Any request, demand, authorization, direction, notice, consent, or other document provided or permitted by this Lease to be made upon, given or furnished to, or filed with, Lessor or Lessee shall be sufficient for every purpose hereunder if in writing and (except as otherwise provided in this Lease) either (i) delivered personally to the party or, if such party is not an individual, to an officer or other legal representative of the party to whom the same is directed, or (ii) mailed by registered or certified mail, return receipt requested, postage prepaid, or (iii) sent via nationally recognized overnight courier for next business day delivery, to the address of the party set forth on page 1 of this Lease. Any party may, by notice given to the other, designate any different address to which subsequent notices, certificates, or other communications shall be sent.

Section 7.03. Neutral Construction; Exhibits. The parties hereto acknowledge that this Lease was jointly negotiated and reviewed by them, and therefore no provision of this Lease shall be construed against either party by any Court or other judicial or arbitral body by reason of such party's being deemed to have drafted or structured such provision. The exhibits referred to herein and attached hereto, or to be attached hereto, are incorporated herein to the same extent as if set forth in full herein.

Section 7.04. Relationship of Parties. There shall be created between the parties hereto the relationship of lessee and lessor. Lessor and Lessee are not and shall not be considered as joint venturers, partners, or agents of the other and neither shall have the power to bind or obligate the other except as expressly set forth in this Lease.

Section 7.05. No Waiver. Any failure of either party to seek redress for the violation of, or to insist upon the strict and prompt performance of, any covenants or conditions of this Lease shall not operate as a waiver of any such violation or the other party's right to insist on prompt compliance in the future with such covenant or condition, and shall not prevent a subsequent action by such party for any such violation.

Section 7.06. Time of the Essence. Time is of the essence of all provisions of this Lease.

Section 7.07. Counterparts. This Lease may be executed in multiple counterparts, each

of which shall serve as an original for all purposes, but all copies shall constitute but one and the same Lease, binding on all parties hereto, whether or not each counterpart is executed by all parties hereto, so long as each party hereto has executed one or more counterparts hereof.

Section 7.08. Entire Agreement. This Lease constitutes the entire agreement of the parties with respect to the subject matters addressed herein, and supersedes any and all prior or contemporaneous agreements, discussions, representations or understandings between them, whether written or oral, with respect to said subject matters. Each party to this Lease further acknowledges that no promises, representations, inducements, agreements, or warranties, other than those set forth herein, have been made to induce the execution of this Lease by said party, and each party acknowledges that it has not executed this Lease in reliance on any promise, representation, inducement, or warranty not contained herein or therein.

Section 7.09. Modification. Any modification, amendment or other change to this Lease, or additional obligation assumed, by either party in connection therewith shall be binding only if evidenced in writing signed by each party or an authorized representative of each party.

Section 7.10. Severability of Provisions. If any provision of this Lease or the application of any such provision to any person or circumstance is held unenforceable or invalid for any reason, then provided that the essential consideration for entering into this Lease on the part of any party is not unreasonably impaired, such provision or portion thereof shall be modified or deleted in such manner as to render this Lease legal and enforceable to the fullest extent permitted under applicable law.

Section 7.11. Governing Law; Venue. This Lease is prepared and entered into with the intention that the laws of the State of Georgia, exclusive of such state's rules governing choice of law, shall govern its construction. THE PARTIES FURTHER AGREE THAT ANY ACTION RELATING TO, OR ARISING OUT OF, THIS LEASE OR THE LEASED PROPERTY MAY BE INSTITUTED AND PROSECUTED IN THE COURTS OF THE COUNTY OF LIBERTY, STATE OF GEORGIA, OR THE U.S. DISTRICT COURT SITTING IN THE SOUTHERN DISTRICT OF GEORGIA, AND AGREE TO SUBMIT, AND DO HEREBY SUBMIT, TO THE PERSONAL JURISDICTION AND VENUE OF THE SAID COURTS OF THE COUNTY OF LIBERTY, STATE OF GEORGIA, OR THE U.S. DISTRICT COURT SITTING IN THE SOUTHERN DISTRICT OF GEORGIA (AS THE CASE MAY BE), AND DO FURTHERMORE EXPRESSLY AND SPECIFICALLY WAIVE ANY RIGHT THEY MAY HAVE TO TRANSFER OR CHANGE THE VENUE OF ANY SUCH LITIGATION.

Section 7.12. Successors Bound. Lessee shall not transfer or assign this Lease or its interests hereunder without the prior written consent of Lessor. Subject to the foregoing, this Lease, and each and every provision hereof, shall be binding upon and shall inure to the benefit of Lessor and Lessee, their respective successors, successors-in-title, legal representatives and assigns.

Section 7.13. Facsimile as Writing. The parties expressly acknowledge and agree that,

notwithstanding any statutory or decisional law to the contrary, the printed product of a facsimile transmittal or other electronic transmission shall be deemed to be “written” and a “writing” for purposes of execution and delivery of this Lease, and shall otherwise constitute an original document binding and enforceable against the transmitting party for all purposes.

Section 7.14. Rules of Construction. For all purposes of this Lease, except as otherwise expressly provided or unless the context otherwise requires, the following rules of construction shall apply: (a) the use of the masculine, feminine, or neuter gender is for convenience only and shall be deemed and construed to include correlative words of the masculine, feminine, or neuter gender, as appropriate; (b) all references in this instrument to designated “Articles,” “Sections,” and other subdivisions are to the designated articles, sections, and other subdivisions of this Lease; (c) the words “herein,” “hereof,” and “hereunder” and other words of similar import refer to this Lease as a whole and not to any particular article, section, or other subdivision; (d) the terms defined in this Lease shall include the plural as well as the singular; (e) the term “include” or “including” shall mean including without limitation; (f) unless otherwise specified, the terms “termination”, “revocation”, and “expiration” shall each include the other and shall signify the ending of this Lease by whatever means; and (g) any reference to “day” or number of “days” without explicit qualification of “Business” shall be interpreted as a reference to a calendar day or number of calendar days, and any action or notice to be taken or given on or by a particular calendar day when that day is not a Business Day shall be deferred until, or may be taken or given on, the next Business Day.

Section 7.15. Definitions. In addition to the words and terms defined elsewhere herein, the following words and terms are defined terms under this Lease and shall have the following meanings ascribed to them: “**Alterations**” means modifications, upgrades, alterations, additions, enlargements, or expansions to property, of whatever kind, comprising the Leased Property. “**Business Day**” means any day other than a Saturday, Sunday, or other day on which banking institutions are authorized to be closed in the State of Georgia. “**Effective Date**” means that date that this Lease was last executed by the parties, as reflected on the signature page hereto, and any reference to the “date of this Lease,” the “date hereof,” or any similar phrase shall refer to and mean the date of such execution. “**Hazardous Material**” means, without limitation, asbestos, radon, gasoline, urea formaldehyde, petroleum products, volatile organic compounds, explosives, radioactive materials, poly-chlorinated biphenyls or any hazardous, toxic or dangerous waste, substance or material defined as such or any similar term, by, in or for the purposes of any applicable Laws, including, without limitation, the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. § 9601 et seq.; the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act, 42 U.S.C. § 6901 et seq.; the Clean Water Act, 33 U.S.C. § 1251 et seq.; the Oil Pollution Act of 1990, 33 U.S.C. § 2701 et seq.; the National Environmental Policy Act of 1969, 42 U.S.C. § 4321 et seq.; the Clean Air Act, 42 U.S.C. § 7401 et seq.; the Safe Drinking Water Act, 42 U.S.C. § 300f et seq.; the Georgia Hazardous Site Response Act, O.C.G.A. § 12-8-90 et seq.; the Georgia Hazardous Waste Management Act, O.C.G.A. § 12-8-60 et seq.; the Georgia Water Quality Control Act, O.C.G.A. § 12-5-20 et seq.; the Georgia Solid Waste Management Act, O.C.G.A. § 12-8-20 et seq.; and the Georgia Underground Storage Tank Act, O.C.G.A. § 12-13-1 et seq. “**Law(s)**” shall collectively mean all laws, principals of common law, statutes, codes, ordinances, orders, judgments, decrees,

injunctions, rules, regulations, restrictions and requirements of any local, state, or federal government or governmental body or authority (including all restrictions, conditions, and requirements contained in any permits, licenses, or other approvals). **"Person"** means an individual, partnership, corporation, trust, unincorporated association, joint venture or other entity of whatever nature or description.

Section 7.16. No Third-Party Beneficiaries. This Lease is made between and limited to Lessor and Lessee, and, notwithstanding the public purposes recited herein, no other Person is intended to be a direct or incidental beneficiary of this Lease or otherwise entitled to enforce the terms hereof for any reason whatsoever.

[Signatures Appear on Following Page(s)]

[Lease Agreement for Public Purposes (East End Fire Stations and Equipment) – Cont.]

IN WITNESS WHEREOF, Lessor and Lessee have executed this Lease by causing their names to be hereunto subscribed by their duly authorized officers and by causing their official seal to be impressed hereon, all being done as of the day and year first above written.

LESSEE:

LIBERTY COUNTY, GEORGIA

(OFFICIAL SEAL)

By: _____
Donald L. Lovette, Chairman

Attest: _____
Joseph W. Brown, County Administrator

Date: _____

LESSOR:

EASTERN DISTRICT FIRE RESCUE, INC.

(CORPORATE SEAL)

By: _____
Name: _____
Title: _____

Attest: _____
Name: _____
Title: _____

Date: _____

EXHIBIT "A"

Description of Leased Real Property

THIS EXHIBIT "A" is made a part of that certain Lease Agreement for Public Purposes to which this Exhibit "A" is attached, and provides for all purposes a description of the Leased Real Property referred to therein, to wit:

TRACT ONE (Colonel's Island Substation):

That property identified by **Property Identification No. 353D060** according to the official tax maps and records of Liberty County, Georgia, and designated as **1251 Kings Road, Midway, Georgia 31320** under the present system of numbering structures in Liberty County, Georgia.

This is the same property as conveyed by Quitclaim Deed, dated April 2, 2018, from Coastal/Colonel's Island Volunteer Fire Department, Inc. to Eastern District Fire Rescue, Inc., and recorded in **Deed Book 1988, beginning at Page 511**, in the Office of the Clerk of Superior Court of Liberty County, Georgia.

TRACT TWO (Colonel's Island Substation):

That property identified by **Property Identification No. 353D061** according to the official tax maps and records of Liberty County, Georgia, and designated as **97 Azalea Road, Midway, Georgia 31320** under the present system of numbering structures in Liberty County, Georgia.

This is the same property as conveyed by Quitclaim Deed from Coastal/Colonel's Island Volunteer Fire Department, Inc. to Eastern District Fire Rescue, Inc., and recorded on May 12, 1999 in **Deed Book 913, beginning at Page 447**, in the Office of the Clerk of Superior Court of Liberty County, Georgia.

TRACT THREE (Sunbury Station):

That property identified by **Property Identification No. 335B001** according to the official tax maps and records of Liberty County, Georgia, and designated as **2630 Fort Morris Road, Midway, Georgia 31320**, under the present system of numbering structures in Liberty County, Georgia.

This is the same property as conveyed by Quitclaim Deed, dated April 23, 1999, from The Sunbury Volunteer Fire Department to Eastern District Fire Rescue, Inc., and recorded in **Deed Book 913, beginning at Page 449**, in the Office of the Clerk of Superior Court of Liberty County, Georgia.

EXHIBIT "B"

Description of Leased Equipment

THIS EXHIBIT "B" is made a part of that certain Lease Agreement for Public Purposes to which this Exhibit "B" is attached, and provides for all purposes a description of the Leased Equipment referred to therein, to wit: