

STATE OF GEORGIA

COUNTY OF GWINNETT

LEASE AGREEMENT

THIS LEASE AGREEMENT made this _____ day of _____, 2019, by and between **THE CITY OF LILBURN**, a municipal corporation of the State of Georgia, hereinafter referred to as "Lessor" and **LILBURN COMMUNITY GARDEN, INC.**, a non-profit corporation of the State of Georgia, hereinafter referred to as "Lessee."

WITNESSETH :

WHEREAS, Lessee desires to lease 16 Camp Creek Road, Lilburn, Georgia for the purposes of a community garden; and

WHEREAS, Lessor owns said property and desires to lease same to Lessee for the benefit of the Lilburn community.

NOW THEREFORE, for and in consideration of the mutual promises and covenants contained herein, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. Premises.

Lessor represents and warrants that Lessor is the owner of the tract of unimproved real estate commonly known as 16 Camp Creek Road, Lilburn, Georgia (hereinafter "the Property") and is fully authorized and empowered to enter into this Agreement.

Lessor does hereby rent and lease to the Lessee and the Lessee does hereby rent and lease from the Lessor the entirety of the Property, which is approximately 5.25 acres in size, as shown more specifically in Exhibit A, attached hereto.

This lease shall create the relationship of landlord and tenant between the parties; no estate of land shall pass out of Lessor. This Lease Agreement grants Lessee a usufruct only, not subject to levy and sale.

2. Term and Renewal.

This lease shall begin on the _____ day of _____, 2019, and ending on the day of _____, 2022. Lessor shall have the right to terminate this Agreement in writing ninety (90) days prior to the expiration of same.

3. Rental.

Lessee shall pay to Lessor an annual rent of \$10.00, with the first payment being on the first day of the lease and on the anniversary of the lease each year thereafter. Lessee hereby represents and warrants that it is fully authorized and empowered to enter into this Agreement.

4. Uses Allowed.

The Property will be used for a community garden. The garden may include raised beds, fruit trees and shrubs, water facilities, compost facilities, harvesting structures, seating and gathering areas, fencing, and educational, informational, and appropriate signage. Animals shall not be allowed on the Property.

5. Indemnity.

Lessee agrees to indemnify, defend and hold harmless Lessor against all claims, losses, liabilities, costs and expenses suffered by Lessor by reason of the construction or use of the leased area by Lessee or sub-lessees to the extent allowed by law.

All garden participants, whether they are board members, volunteers, or actual renters of plots, shall be required to sign a written release stating that said participant understands that the

City of Lilburn is not responsible for any actions of Lessee, its board members, or other garden participants and that said participant agrees to release and hold harmless the City of Lilburn for any liability, damage, loss or claim that occurs in connection with the use of said garden by said participant or any of the participant's guests.

6. Assignment.

Lessee may not assign this lease or any interest hereunder except with written permission of Lessor, except that Lessee shall be allowed to subdivide the property into garden plots which may then be rented by individual members of the public.

7. Provision of Utilities to Premises.

Lessee understands that Lessor shall not undertake to make any utilities physically available on the property. Lessee understands that it is responsible for the provisions of utilities to the property, including power and water. Lessee shall promptly and timely pay any bills necessary regarding said utilities.

8. Specific Covenants.

Lessee hereby covenants and agrees as follows:

- a. Lessee will use and occupy the Property in a careful and prudent manner and not commit any waste thereon.
- b. Lessee will keep the Property neat and in a well-kept condition at all times. The Property shall be kept free of dead vegetative materials and garbage and offensive odors. The Property shall be kept free from tools and garden implements that may be hazardous, unless it is being actively used by a garden participant.

- c. Lessee will not use or occupy the Property for any unlawful purpose and hereby agrees that it will obey all applicable ordinances and statutes of the City, County, State, and federal authorities.
- d. Lessee will not allow any fires to be set on the Property.
- e. Lessee will not construct any permanent structure on the Property and shall make no substantial alterations to the Property without prior written consent of Lessor.

9. Destruction or Damages to Premises.

If the premises are totally destroyed (or so substantially damaged as to be untenable) by storm, fire, earthquake, or other casualty, this Lease shall terminate as of the date of such destruction or damage, and rental shall be accounted for as between Lessor and Lessee as of that date. Determination of whether the Premises have been rendered totally untenable shall be determined by the Lessor in its sole discretion.

Lessee agrees that all property brought onto the premises shall be at the risk of the Lessee only and that Lessor shall not be liable for theft thereof or any damage thereto occasioned from any acts of any person not party to this Agreement.

10. Default.

If Lessee is in default of any of the terms or conditions as set forth in this Lease Agreement and fails to cure same within ten (10) days of notice of such default from Lessor, Lessor is entitled to enter upon the Property and repossess same as if this Agreement had not been made, and all obligations of Lessor shall cease and terminate. Lessee shall not be entitled to any repayment of rents previously paid, and Lessor shall have the right to pursue any remedies

against Lessee as allowed by law.

11. Entire Agreement.

This Lease Agreement and the exhibit thereon contain the entire agreement of the parties, and no representations, inducements, promises or agreements, verbal or otherwise between the parties not embodied herein in writing shall be of any force or effect. This Lease Agreement supersedes any prior agreements, understandings or negotiations, written or oral. This Lease Agreement may not be modified or amended except in writing signed by both parties hereto. This Lease Agreement shall be binding upon and inure to the benefit of the Lessor and Lessee and their respective heirs, successors and assigns.

12. Severability Clause.

If any clause or provision of this Lease contract is declared illegal, invalid or unenforceable under present or future laws effective during the term of this Lease, then in said event, it is the intention of the parties hereto that the remainder of this Lease shall not be affected thereby, and it is also the intention of the parties to this Lease contract that in lieu of each clause or provision of this Lease contract a clause or provision as similar in terms to such illegal, invalid or unenforceable clause or provision as may be possible and be legal, valid and enforceable.

13. Notices.

Any notice required to be given under this Lease Agreement shall be in writing and addressed and delivered to the parties as follows:

Lessee:

Lilburn Community Garden, Inc.

4155 Lawrenceville Highway, Lilburn, Georgia 30047

Lessor:

City of Lilburn, Georgia

ATTN: City Manager

76 Main Street, Lilburn, Georgia 30047

IN WITNESS WHEREOF, the parties have placed their hands and seals the date first above written.

WITNESS:

LESSEE:

LILBURN COMMUNITY GARDEN, INC.

By:

Title: _____

[Signatures continued on next page.]

WITNESS:

LESSOR:

THE CITY OF LILBURN, GEORGIA

By:

Title: