



CITY OF KINGSLAND, GEORGIA

CITY COUNCIL

AGENDA • JUNE 9, 2014

Regular Meeting

City Council Chamber

6:00 PM

107 South Lee Street - City Hall, Kingsland, GA 31548

I. CALL TO ORDER AND WELCOME GUESTS

II. INVOCATION AND PLEDGE TO THE FLAG

III. ROLL CALL

Kenneth Smith Sr
Alex Blount
Jim McClain
Daniel Minckler
Charles Grayson Day Jr

Mayor
Mayor Pro Tem
City Councilman
City Councilman
City Councilman

IV. CONSENT DOCKET

- A. Approve the Council Minutes of the last regular council Meeting
- B. Approve the Agenda as Presented
- C. Approve the Payments of Accounts Payable as Due and Funds Available

V. RECOGNITION

VI. PRESENTATION

VII. GRANTING AUDIENCE TO THE PUBLIC

VIII. OLD BUSINESS

IX. NEW BUSINESS

- 1. Executive Session - Personnel

2. APPROVAL OF: Bid Award - Dual Purpose Fire Rescue/Engine
3. APPROVAL OF: Bid Award for Propane Gas Service
4. APPROVAL OF: Lease Agreement - Chamber of Commerce and Joint Development Authority
5. Garfunkel Road Project- Road Name

X. PLANNING AND ZONING

1. APPLICATION FOR HOME OFFICE - Thomas C. McCollum

Thomas C. McCollum, 105 Camellia Drive is requesting a Home Office Permit for "Camden Lawn Care, LLC". Zoning is PD/R-1. Equipment will be stored in garage. There will be no traffic. Planning Commission Recommends Approval.

2. APPLICATION FOR HOME OFFICE - John J. Coffey

John J. Coffey, 129 Old Folkston Rd is requesting a Home Office Permit for "Expert Water Testing". Zoning is PD/R-1. Applicant has been in the water treatment business for 29 years. He will offer primarily bacteria testing on well water. Planning Commission Recommends Approval.

3. APPLICATION FOR HOME OFFICE - Kenneth B. Smith

Kenneth B. Smith, 211 Woodbridge Rd is requesting a Home Office Permit for "K&T Enterprises, LLC", a cleaning service. Zoning is R-1. Applicant will work through real estate firms on rental and owner move out cleaning. Planning Commission Recommends Approval.

4. APPLICATION FOR RESIDENTIAL BUSINESS - Eleanor L. Capulong

Eleanor L. Capulong, 105 Greenacres Court North is requesting a Residential Business Permit for "Lattestone Soap" making all natural homemade soap. Zoning is R-1. Applicant will make small batches in open air and will store small amount of lye and other ingredients in laundry room. Planning Commission Recommends Approval,.

XI. MAYOR AND COUNCIL ANNOUNCEMENT

XII. ADJOURNED

Bid Tabulation
Dual-Purpose Rescue Engine/Pumper
Tuesday, May 27, 2014 @ 2:00 PM

Organization	Total Bid Price
Rosenbauer South Dakota, LLC 100 Third St. Lyons, SD 57041	NO BID
Pierce Manufacturing P.O. Box 2017 Appleton, WI 54912	\$555,950.00
E-One 1601 SW 37th Ave. Ocala, FL 34474	NO BID



Bid Tabulation
COK-05152014 Propane Gas Services
Thursday-May 25, 2014

Organization	Request for Proposal	W-9 FORM	E-Verify Affidavit	Total Yearly Contract Price
Cumberland Home Hearth & Gas 780 E King Ave. Kingsland, GA 31548				2.64 Per Gallon For 12 Month Period
AmeriGas 4182 Norwich St. Brunswick, GA 31520				No Bid
Ferrell Gas 5037 Blythe Island Hwy. Brunswick, GA 31520				No Bid
Southern Natural Gas 6950 US Hwy. 82 Brunswick, GA 31523				No Bid
Kash LP Gas 6043 New Jesup Hwy. Brunswick, GA 31523				No Bid

State of Georgia

County of Camden

LEASE

This lease is entered into this 21 day of May, 2014 by and between the City of Kingsland, Georgia ("Lessor") and Camden County Chamber of Commerce, Inc. ("Lessee"):

In consideration of the prompt payment of the rentals set out herein and the faithful performance by Lessee of all of its promises, covenants and obligations, Lessor demises and leases to Lessee and Lessee accepts for the term and subject to these provisions, the following described real property in the City of Kingsland, in Camden County, Georgia more specifically described as:

Offices numbered 6, 7 and 8 as shown on the diagram attached as Exhibit "A" (the "Offices"). The Offices are a portion of the real property located at 531 North Lee Street, Kingsland, Georgia (the "Property") commonly referred to as the "North Center." Lessee shall also have the right to use certain Common Areas located on the Property as set forth more fully herein.

This contract and lease is also subject to the following terms, promises, agreements, conditions, and covenants:

1. The term of this lease shall be for a period of two years commencing on the 21 day of May, 2014 and ending on the 31 day of May, 2016. The lease shall automatically renew for additional terms of one year each, unless either party gives written notice of its intent to terminate the lease. The notice to terminate the lease must be given at least 60 days nor more than 6 months prior to the end of the current lease term or any applicable future term.

2. As consideration for the entire term of this lease, Lessee shall pay to Lessor a rental amount in the total sum of \$2.00 payable in yearly installments of \$1.00; for any renewals, Lessee shall pay a rental amount in the sum of \$1.00 per year.

3. Lessee shall use the Offices and, as allowed, the Common Areas, for the purposes of operating a chamber of commerce and hosting events and functions related thereto, including, but not limited to, annual dinners, networking events, and forums.

4. Lessee, and its employees and customers shall have the non-exclusive right throughout the lease term to use in common with others all facilities which are designated for the general use in common of occupants of the Property (the "Common Areas"), which facilities shall include but are not limited to parking areas, streets, sidewalks, walkways, canopies, stairways, atriums, conference rooms, break rooms, reception areas, elevators, escalators, roadways, loading platforms, bus stops, restrooms, light facilities, ramps, landscaped areas, and other similar facilities. Such Common Areas shall at all times be subject to the control and management of Lessor or such other parties as Lessor may decide upon and Lessor shall have the sole authority to make such rules and regulations as in Lessor's sole

discretion, may be appropriate concerning the use of the Common Areas. The foregoing notwithstanding, Lessee shall be allowed to serve food and alcohol on the Property, including in the Common Areas and Offices, at functions and events sponsored by Lessee. Lessee shall not have the right to sell alcohol at such events. Additionally, only Lessee and others leasing portions of the Property from Lessor shall have the right to utilize the Property and Common Areas for private events and functions. Except as specifically provided, Lessee shall have no right or interest in the Common Areas.

Lessee shall be allowed to install, at its cost, a double door between the conference room and the atrium.

5. Lessee covenants and agrees that it will not make or allow any waste of the Offices. Lessee further agrees that it will not make any material structural alterations or additions to the Offices except as may be approved in advance, in writing, by the Lessee.

~~6. Lessor shall, at its expense, erect a sign monument on the portion of the Property facing U.S. Highway 17. The monument shall be construed in such a way that it allows Lessee and other lessees of the Property to affix signs to the monument bearing their respective names. Lessee shall be independently responsible for the cost of preparing its sign to be affixed to the monument.~~

7. Lessor shall be responsible for all reasonable charges for customary and frequent janitor and cleaning services to the Common Areas.

Lessor shall be responsible for all reasonable charges for water, garbage and sewer services, electricity, and any other utilities, except that Lessee shall be responsible for its own telephone service. Lessor shall also be responsible for any costs associated with activating and monitoring the existing alarm system for the Property.

8. Lessee agrees that it will, at its own expense, keep and maintain the interior of the Offices in good condition. Lessee will do all work and make all repairs necessary or advisable to keep the interior of the Offices from deteriorating in value or condition, with the exception of normal wear and tear and aging consistent with normal office usage and time. Lessor shall keep in good repair the remainder of the Property, including but not limited to the Common Areas, heating and air conditioning equipment, roof (including structure, deck and insulation, flashing and membrane), foundations, exterior walls, landscaping, plumbing, sewer, septic, electrical and underground utilities; provided, however, that Lessor shall not be responsible for the repairs rendered necessary by the negligence of Lessee, its agents, employees or invitees. Lessor gives to Lessee exclusive control of the Offices and shall be under no obligation to inspect the same. Lessee shall promptly report in writing to Lessor any defective condition known to it which Lessor is required to repair.

9. Lessee covenants and agrees that it shall not make or allow any unlawful, improper, immoral or offensive use of the Offices or any part of them. Lessee further agrees to maintain and police the area in order to keep the Offices in a clean and sanitary condition at all times in compliance with all ordinances and regulations of the City of Kingsland, Georgia. In this connection, Lessee shall permit Lessor, through its duly authorized representatives, to make inspection of the Offices at any time so as to determine compliance with the lease.

10. It is further agreed that Lessee shall not do or permit to be done anything in or upon any portion of the Property or bring or keep anything in or on it that will in any way conflict with the

conditions of any insurance policy upon the Property or any part of it, or in any way increase the rate of fire insurance upon the Property or on property kept there, or in any way obstruct or interfere with the rights of the other lessees of the Property, or injure or annoy them.

11. Lessor, through its authorized representatives, shall have the full and unrestricted right to enter the Offices hereby leased for the purpose of doing any and all things with reference to that which Lessor is authorized or required to do under the terms of this lease or that may be deemed necessary.

12. Lessee agrees that it shall not permit the use of loud, abusive, foul or obscene language in the leased Offices, nor shall Lessee permit any unlawful, obscene or immoral acts or conduct by any person or persons on the Offices, and that the use of such language or the occurrence of these acts or conduct shall result in the removal from the Offices of any person or persons using or performing these things by Lessee, its officers, agents or employees.

13. Lessee agrees to comply with all federal, state and local laws, including all ordinances of the City of Kingsland, Georgia.

14. Lessee shall at its own responsibility and expense obtain and keep in effect all licenses and permits necessary for the operation of its business on the leased Offices.

15. Lessor shall provide hazard insurance for the Property, including the Offices. Lessee shall be responsible for providing its own liability insurance and insurance for its contents.

16. Any breach, default or failure by Lessee to perform any of the duties or obligations assumed by Lessee or faithfully to keep and perform any of the terms, conditions and provisions of this lease shall be cause for termination of this lease by Lessor in the manner set forth in this paragraph. Lessor shall deliver to Lessee 30-days' prior written notice of its intention to terminate this lease, including in the notice a reasonable description of the breach, default or failure. If within those 30 days, Lessee shall fail or refuse to cure, adjust or correct such breach to the satisfaction of the Lessor, then Lessor shall have the right, without further notice to Lessee and without being deemed guilty of trespass and without any liability whatever on the part of Lessor, to declare this lease terminated, and to enter upon and take full possession of the Offices, by force or otherwise, and without legal process, to expel, oust and remove any and all parties who may occupy any part of the Offices and any or all fixtures and equipment not belonging to Lessor that may be found within or upon the Offices without being liable for damages. In the event of termination of this lease by Lessor in accordance with the provisions of this lease, all rights, powers, privileges of Lessee shall cease and terminate, and Lessee shall immediately vacate the leased Offices and shall make no claim of any kind against Lessor, its agents or representatives, by reason of the termination or any act incident to it.

The 30-days' prior written notice shall be conclusively determined to have been delivered to Lessee at the time it is deposited in the United States mail, in a sealed envelope with sufficient postage attached, addressed to Lessee at [REDACTED]. Any failure by Lessor to terminate this lease or the acceptance by Lessor of rentals for any period of time after the breach, default or failure by Lessee shall not be determined to be a waiver by Lessor of any rights to terminate this lease for any subsequent breach, default or failure.

17. Lessee further agrees that it will, at the end of the term of this lease, peaceably deliver to Lessor the Offices and all appurtenances or improvements in them in a good state of repair, as stated,

and vacant, unencumbered and in good and tenantable condition.

18. Lessee covenants and agrees that it shall have no power to do any act or make any contract that may create or be the foundation for any lien upon the Property or interest in the Property of the Lessor.

19. Lessee agrees that, in the event that any proceedings in bankruptcy or insolvency shall be instituted against Lessee, whether voluntary or involuntary, the Lessor may, at its option, declare this lease forfeited and terminated. Upon this declaration, Lessee agrees to give and deliver immediate possession of the Offices to the Lessor.

20. Lessee agrees that it shall not sublet or assign all or any part of its rights, privileges or duties under this lease without the prior written approval of the Lessor, and any attempted assignment without the prior written approval shall be void.

21. The parties covenant and agree that should any action, whether real or asserted, at law or in equity, arise out of the terms of this lease, or by Lessee's operations on the leased Offices, venue for the action shall lie in Camden County, Georgia.

22. In any action brought by any party for the enforcement of the obligations herein, the prevailing party shall be entitled to recover its costs of litigation and reasonable attorney fees.

23. This written instrument constitutes the entire agreement by the parties concerning the Offices, Common Areas and Property and any prior or contemporaneous, oral or written agreement that purports to vary from its terms shall be void.

In witness whereof, the parties have executed this lease on the ____ day of May, 2014.

CITY OF KINGSLAND, GEORGIA

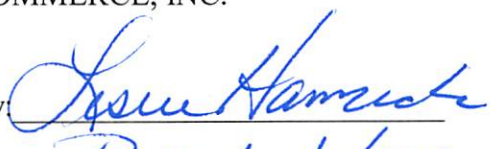
By: _____

Its: _____

Attest: _____

Its: _____

CAMDEN COUNTY CHAMBER OF
COMMERCE, INC.

By: 

Its: President/CEO

Attest: _____

Its: _____

JAMES R. COPPAGE, ESQ.
Kingsland City Attorney

3176 Cypress Mill Road
 Brunswick, Georgia 31525

Telephone (912) 265-1237
 Facsimile (912) 265-1312
lawyer1@bellsouth.net

June 3, 2014

Mr. Lee Spell
 Interim City Manager
 City of Kingsland

Re: North Center Lease w/ C.C. Chamber of Commerce

Dear Lee,

You asked me to review the lease proposed by the Camden County Chamber of Commerce ("CoC"). In short, the lease is NOT fair to the City when compared to the cost of the lease to the CoC, to wit: \$1.00 annually.

On the face of the lease, I have indicated corresponding 'notes' which are found below. Accordingly, I recommend the following changes to the lease you emailed to me earlier today:

Note # 1: In paragraph 1, first sentence- The term is for a period of two years. This length is not too long, in light of the fact that the CoC will have to relocate its office and notify its consumers. However, since the North Center office space is being given to the CoC as no cost, the City should preserve its right to terminate the lease early, let's say on sixty (60) days' notice. **Recommend the insertion of the following new term, which will follow the first sentence- "Either party may terminate this lease upon giving the other party sixty days advance written notice of termination."**

Note # 2: In paragraph 1, second & third sentence- THIS type of automatic renewal terms is terrible. This should be change to- after the initial term, the lease then goes on a month-to-month basis. The last sentence is designed to make it hard to remember to terminate the lease. That is, as written, the City cannot terminate the lease prior to six months nor less than two months towards the end of the lease! So, if someone at the City is not looking at their calendar, the lease will automatically renew. **I am strongly opposed to this automatic renewal term.**

Note # 3: Last sentence of paragraph 4, regarding installation of a double door. Make sure that (a) this would not cause a structural problem, (b) will not cause the

premises to become in violation of the Americans with Disabilities Act, and (c) otherwise, will not interfere with the functionality of the remainder of the premises for the other City occupants. May need City inspector to ensure compliance with ADA.

Note # 4: Paragraph 7, regarding janitorial costs- This puts costs of janitorial costs on the City, although CoC's use will increase the City's cost. Not only that, by insertion of the surplus language "frequent" mandates the City to clean the premises 'frequently' despite the usual pace at which the City cleaned it before. Recommend, delete "customary and frequent" and to add at the end of the sentence "which City may perform in its sole discretion."

Note # 5: Midway in paragraph 8, regarding City's repair obligations- The CoC's use of the premises will place greater strain on the premises, which may increase the costs of repair. Further, if the City were using the premises by itself, then the City would and could make repairs as it sees fit.

However, under this proposed lease ("Lessor shall keep in good repair . . .") the City is taking on the additional obligations to expend money in conducting repairs under the standard rules of law pertaining to Landlord-Tenant relations.

a. Recommend- delete this portion of the paragraph (first part of third sentence, up to the word "provided").

b. Substitute with- "Lessor and Lessee shall evenly split the costs of repair to the Common Areas, heating and air conditioning equipment, landscaping, plumbing, sewer, septic, electrical and underground utilities. However, Lessor shall bear the cost of repairs to the roof, exterior walls, and foundation."

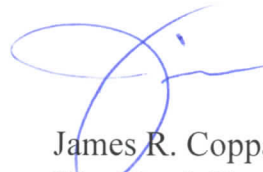
Note # 6: Paragraph 16, Requirement for inclusion of a 30-day demand to cure breach- If the City changes the lease terms, so that either party may terminate upon a 60-day written notice, then this provision may be eliminated.

Note # 7: Paragraph 22, attorney fees and costs of litigation- Usually, in a lease, the reason someone brings a suit against the Lessee is for non-payment. At a buck per year, I doubt the City will have to bring suit.

Conversely, when the Landlord is sued, it is usually for failure to repair the premises. As written, the lease puts this burden on the City. Therefore, if the attorney fee and cost of litigation provision is ever invoked, it is likely the City which will end of paying! **Recommend- delete this provision.**

As written, the City is (a) giving up its potential for rental income, (b) taking on additional repair obligations, and (c) subjecting itself to pay attorney fees and litigation costs . . . all for a dollar per year. I highly recommend the City to NOT sign the lease as proposed; but to modify it in the manner I have suggested.

Sincerely,



James R. Coppage
Kingsland City Attorney

Enclosure:

Lease dtd 5/21/14 (w/ JRC notes)

Attachment: North Ctr - lease with CoC - Coppage Comments (1066 : Lease Agreement - Chamber of Commerce)

State of Georgia

County of Camden

LEASE

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In consideration of the prompt payment of the rentals set out herein and the faithful performance by Lessee of all of its promises, covenants and obligations, Lessor demises and leases to Lessee and Lessee accepts for the term and subject to these provisions, the following described real property in the City of Kingsland, in Camden County, Georgia more specifically described as:

Offices numbered 6, 7 and 8 as shown on the diagram attached as Exhibit "A" (the "Offices"). The Offices are a portion of the real property located at 531 North Lee Street, Kingsland, Georgia (the "Property") commonly referred to as the "North Center." Lessee shall also have the right to use certain Common Areas located on the Property as set forth more fully herein. I don't have this.

This contract and lease is also subject to the following terms, promises, agreements, conditions, and covenants:

1. The term of this lease shall be for a period of two years commencing on the 21 day of May, 2014 and ending on the 31 day of May, 2016. The lease shall automatically renew for additional terms of one year each, unless either party gives written notice of its intent to terminate the lease. The notice to terminate the lease must be given at least 60 days nor more than 6 months prior to the end of the current lease term or any applicable future term. > Note #1
> Note #2

2. As consideration for the entire term of this lease, Lessee shall pay to Lessor a rental amount in the total sum of \$2.00 payable in yearly installments of \$1.00; for any renewals, Lessee shall pay a rental amount in the sum of \$1.00 per year.

3. Lessee shall use the Offices and, as allowed, the Common Areas, for the purposes of operating a chamber of commerce and hosting events and functions related thereto, including, but not limited to, annual dinners, networking events, and forums.

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discretion, may be appropriate concerning the use of the Common Areas. The foregoing notwithstanding, Lessee shall be allowed to serve food and alcohol on the Property, including in the Common Areas and Offices, at functions and events sponsored by Lessee. Lessee shall not have the right to sell alcohol at such events. Additionally, only Lessee and others leasing portions of the Property from Lessor shall have the right to utilize the Property and Common Areas for private events and functions. Except as specifically provided, Lessee shall have no right or interest in the Common Areas.

Lessee shall be allowed to install, at its cost, a double door between the conference room and the atrium. Note #3

5. Lessee covenants and agrees that it will not make or allow any waste of the Offices. Lessee further agrees that it will not make any material structural alterations or additions to the Offices except as may be approved in advance, in writing, by the Lessee.

~~6. Lessor shall, at its expense, erect a sign monument on the portion of the Property facing U.S. Highway 17. The monument shall be construed in such a way that it allows Lessee and other lessees of the Property to affix signs to the monument bearing their respective names. Lessee shall be independently responsible for the cost of preparing its sign to be affixed to the monument.~~

7. Lessor shall be responsible for all reasonable charges for customary and frequent janitor and cleaning services to the Common Areas. Note #4

Lessor shall be responsible for all reasonable charges for water, garbage and sewer services, electricity, and any other utilities, except that Lessee shall be responsible for its own telephone service. ~~alarm~~ Lessor shall also be responsible for any costs associated with activating and monitoring the existing alarm system for the Property.

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9. Lessee covenants and agrees that it shall not make or allow any unlawful, improper, immoral or offensive use of the Offices or any part of them. Lessee further agrees to maintain and police the area in order to keep the Offices in a clean and sanitary condition at all times in compliance with all ordinances and regulations of the City of Kingsland, Georgia. In this connection, Lessee shall permit Lessor, through its duly authorized representatives, to make inspection of the Offices at any time so as to determine compliance with the lease.

10. It is further agreed that Lessee shall not do or permit to be done anything in or upon any portion of the Property or bring or keep anything in or on it that will in any way conflict with the

conditions of any insurance policy upon the Property or any part of it, or in any way increase the rate of fire insurance upon the Property or on property kept there, or in any way obstruct or interfere with the rights of the other lessees of the Property, or injure or annoy them.

11. Lessor, through its authorized representatives, shall have the full and unrestricted right to enter the Offices hereby leased for the purpose of doing any and all things with reference to that which Lessor is authorized or required to do under the terms of this lease or that may be deemed necessary.

12. Lessee agrees that it shall not permit the use of loud, abusive, foul or obscene language in the leased Offices, nor shall Lessee permit any unlawful, obscene or immoral acts or conduct by any person or persons on the Offices, and that the use of such language or the occurrence of these acts or conduct shall result in the removal from the Offices of any person or persons using or performing these things by Lessee, its officers, agents or employees.

13. Lessee agrees to comply with all federal, state and local laws, including all ordinances of the City of Kingsland, Georgia.

14. Lessee shall at its own responsibility and expense obtain and keep in effect all licenses and permits necessary for the operation of its business on the leased Offices.

15. Lessor shall provide hazard insurance for the Property, including the Offices. Lessee shall be responsible for providing its own liability insurance and insurance for its contents.

16. Any breach, default or failure by Lessee to perform any of the duties or obligations assumed by Lessee or faithfully to keep and perform any of the terms, conditions and provisions of this lease shall be cause for termination of this lease by Lessor in the manner set forth in this paragraph. Lessor shall deliver to Lessee 30-days' prior written notice of its intention to terminate this lease, including in the notice a reasonable description of the breach, default or failure. If within those 30 days, Lessee shall fail or refuse to cure, adjust or correct such breach to the satisfaction of the Lessor, then Lessor shall have the right, without further notice to Lessee and without being deemed guilty of trespass and without any liability whatever on the part of Lessor, to declare this lease terminated, and to enter upon and take full possession of the Offices, by force or otherwise, and without legal process, to expel, oust and remove any and all parties who may occupy any part of the Offices and any or all fixtures and equipment not belonging to Lessor that may be found within or upon the Offices without being liable for damages. In the event of termination of this lease by Lessor in accordance with the provisions of this lease, all rights, powers, privileges of Lessee shall cease and terminate, and Lessee shall immediately vacate the leased Offices and shall make no claim of any kind against Lessor, its agents or representatives, by reason of the termination or any act incident to it.

Note
#6

The 30-days' prior written notice shall be conclusively determined to have been delivered to Lessee at the time it is deposited in the United States mail, in a sealed envelope with sufficient postage attached, addressed to Lessee at _____. Any failure by Lessor to terminate this lease or the acceptance by Lessor of rentals for any period of time after the breach, default or failure by Lessee shall not be determined to be a waiver by Lessor of any rights to terminate this lease for any subsequent breach, default or failure.

Notice address?

17. Lessee further agrees that it will, at the end of the term of this lease, peaceably deliver to Lessor the Offices and all appurtenances or improvements in them in a good state of repair, as stated,

and vacant, unencumbered and in good and tenantable condition.

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19. Lessee agrees that, in the event that any proceedings in bankruptcy or insolvency shall be instituted against Lessee, whether voluntary or involuntary, the Lessor may, at its option, declare this lease forfeited and terminated. Upon this declaration, Lessee agrees to give and deliver immediate possession of the Offices to the Lessor.

20. Lessee agrees that it shall not sublet or assign all or any part of its rights, privileges or duties under this lease without the prior written approval of the Lessor, and any attempted assignment without the prior written approval shall be void.

21. The parties covenant and agree that should any action, whether real or asserted, at law or in equity, arise out of the terms of this lease, or by Lessee's operations on the leased Offices, venue for the action shall lie in Camden County, Georgia.

22. In any action brought by any party for the enforcement of the obligations herein, the prevailing party shall be entitled to recover its costs of litigation and reasonable attorney fees. > Note #7

23. This written instrument constitutes the entire agreement by the parties concerning the Offices, Common Areas and Property and any prior or contemporaneous, oral or written agreement that purports to vary from its terms shall be void.

In witness whereof, the parties have executed this lease on the ____ day of May, 2014.

CITY OF KINGSLAND, GEORGIA

CAMDEN COUNTY CHAMBER OF
COMMERCE, INC.

By: _____

By: *James Hamrick*

Its: _____

Its: *President/CEO*

Attest: _____

Attest: _____

Its: _____

Its: _____

State of Georgia

County of Camden

LEASE

This lease is entered into this _____ day of _____, 2014 by and between the City of Kingsland, Georgia ("Lessor") and Camden County Joint Development Authority ("Lessee"):

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2. As consideration for the entire term of this lease, Lessee shall pay to Lessor a rental amount in the total sum of \$2.00 payable in yearly installments of \$1.00; for any renewals, Lessee shall pay a rental amount in the sum of \$1.00 per year.
3. Lessee shall use the Offices and, as allowed, the Common Areas, for the purposes of operating a chamber of commerce and hosting events and functions related thereto, including, but not limited to, annual dinners, networking events, and forums.
4. Lessee, and its employees and customers shall have the non-exclusive right throughout the lease term to use in common with others all facilities which are designated for the general use in common of occupants of the Property (the "Common Areas"), which facilities shall include but are not limited to parking areas, streets, sidewalks, walkways, canopies, stairways, atriums, conference rooms, break rooms, reception areas, elevators, escalators, roadways, loading platforms, bus stops, restrooms, light facilities,

ramps, landscaped areas, and other similar facilities. Such Common Areas shall at all times be subject to the control and management of Lessor or such other parties as Lessor may decide upon and Lessor shall have the sole authority to make such rules and regulations as in Lessor's sole discretion, may be appropriate concerning the use of the Common Areas.

5. The foregoing notwithstanding, Lessee shall be allowed to serve food and alcohol on the Property, including in the Common Areas and Offices, at functions and events sponsored by Lessee. Lessee shall not have the right to sell alcohol at such events. Additionally, only Lessee and others leasing portions of the Property from Lessor shall have the right to utilize the Property and Common Areas for private events and functions. Except as specifically provided, Lessee shall have no right or interest in the Common Areas.
6. Lessee shall be allowed to install, at lessees own expense, a double door between the conference room and the atrium. Lessee covenants and agrees that it will not make or allow any waste of the Offices. Lessee further agrees that it will not make any material structural alterations or additions to the Offices except as may be approved in advance, in writing, by the Lessee.
7. Lessor shall, at is expense, erect a sign monument on the portion of the Prope1iy facing U.S. Highway 17. The monument shall be construed in such a way that it allows Lessee and other lessees of the Property to affix signs to the monument bearing their respective names. Lessee shall be independently responsible for the cost of preparing its sign to be affixed to the monument.
8. Lessor shall be responsible for all reasonable charges for customary and frequent janitor and cleaning services to the Common Areas.
9. Lessor shall be responsible for all reasonable charges for water, garbage and sewer services, electricity, and any other utilities, except that Lessee shall be responsible for its own telephone service. Lessor shall also be responsible for any costs associated with activating and monitoring the existing alarm system for the Property.
10. Lessee agrees that it win, at its own expense, keep and maintain the interior of the Offices in good condition. Lessee will do all work and make all repairs necessary or advisable to keep the interior of the Offices from deteriorating in value or condition, with the exception of normal wear and tear and aging consistent with normal office usage and time. Lessor shall keep in good repair the remainder of the Property, including but not limited to the Common Areas, heating and air conditioning equipment, roof (including structure, deck and insulation, flashing and membrane), foundations, exterior walls, landscaping, plumbing, sewer, septic, electrical and underground utilities; provided, however, that Lessor shall not be responsible for the repairs rendered necessary by the negligence of Lessee, its agents, employees or invitees. Lessor gives to Lessee exclusive control of the Offices and shall be under no obligation to inspect the same. Lessee shall promptly report in writing to Lessor any defective condition known to it which Lessor is required to repair.
11. Lessee covenants and agrees that it shall not make or allow any unlawful, improper, immoral or offensive

use of the Offices or any part of them. Lessee further agrees to maintain and police the area in order to keep the Offices in a clean and sanitary condition at all times in compliance with all ordinances and regulations of the City of Kingsland, Georgia. In this connection, Lessee shall permit Lessor, through its duly authorized representatives, to make inspection of the Offices at any time so as to determine compliance with the lease.

12. It is further agreed that Lessee shall not do or permit to be done anything in or upon any portion of the Property or bring or keep anything in or on it that will in any way conflict with the conditions of any insurance policy upon the Property or any part of it, or in any way increase the rate of fire insurance upon the Property or on property kept there, or in any way obstruct or interfere with the rights of the other lessees of the Property, or injure or annoy them.
13. Lessor, through its authorized representatives, shall have the full and unrestricted right to enter the Offices hereby leased for the purpose of doing any and all things with reference to that which Lessor is authorized or required to do under the terms of this lease or that may be deemed necessary.
14. Lessee agrees that it shall not permit the use of loud, abusive, foul or obscene language in the leased Offices, nor shall Lessee permit any unlawful, obscene or immoral acts or conduct by any person or persons on the Offices, and that the use of such language or the occurrence of these acts or conduct shall result in the removal from the Offices of any person or persons using or performing these things by Lessee, its officers, agents or employees.
15. Lessee agrees to comply with all federal, state and local laws, including all ordinances of the City of Kingsland, Georgia.
16. Lessee shall, at its own responsibility and expense, obtain and keep in effect all licenses and permits necessary for the operation of its business on the leased Offices.
17. Lessor shall provide hazard insurance for the Property, including the Offices. Lessee shall be responsible for providing its own liability insurance and insurance for its contents.
18. Any breach, default or failure by Lessee to perform any of the duties or obligations assumed by Lessee or faithfully to keep and perform any of the terms, conditions and provisions of this lease shall be cause for termination of this lease by Lessor in the manner set forth in this paragraph. Lessor shall deliver to Lessee 30-days' prior written notice of its intention to terminate this lease, including in the notice a reasonable description of the breach, default or failure. If within those 30 days, Lessee shall fail or refuse to cure, adjust or correct such breach to the satisfaction of the Lessor, then Lessor shall have the right, without further notice to Lessee and without being deemed guilty of trespass and without any liability whatever on the part of Lessor, to declare this lease terminated, and to enter upon and take full possession of the Offices, by force or otherwise, and without legal process, to expel, oust and remove any and all parties who may occupy any part of the Offices and any or all fixtures and equipment not belonging to Lessor that may be found within or upon the Offices without being liable for damages. In the event of termination of this lease by Lessor in accordance with the provisions of this lease, all rights, powers, privileges of

Lessee shall cease and terminate, and Lessee shall immediately vacate the leased Offices and shall make no claim of any kind against Lessor, its agents or representatives, by reason of the termination or any act incident to it.

19. The 30-days' prior written notice shall be conclusively determined to have been delivered to Lessee at the time it is deposited in the United States mail, in a sealed envelope with sufficient postage attached, addressed to Lessee at 531 North Lee Street, Suite 1, Kingsland, GA 31548. Any failure by Lessor to terminate this lease or the acceptance by Lessor of rentals for any period of time after the breach, default or failure by Lessee shall not be determined to be a waiver by Lessor of any rights to terminate this lease for any subsequent breach, default or failure.
20. Lessee further agrees that it will, at the end of the term of this lease, peaceably deliver to Lessor the Offices and all appurtenances or improvements in them in a good state of repair, as stated, and vacant, unencumbered and in good and tenantable condition.
21. Lessee covenants and agrees that it shall have no power to do any act or make any contract that may create or be the foundation for any lien upon the Property or interest in the Property of the Lessor.
22. Lessee agrees that, in the event that any proceedings in bankruptcy or insolvency shall be instituted against Lessee, whether voluntary or involuntary, the Lessor may, at its option, declare this lease forfeited and terminated. Upon this declaration, Lessee agrees to give and deliver immediate possession of the Offices to the Lessor.
23. Lessee agrees that it shall not sublet or assign all or any part of its rights, privileges or duties under this lease without the prior written approval of the Lessor, and any attempted assignment without the prior written approval shall be void.
24. The parties covenant and agree that should any action, whether real or asserted, at law or in equity, arise out of the terms of this lease, or by Lessee's operations on the leased Offices, venue for the action shall lie in Camden County, Georgia.
25. In any action brought by any party for the enforcement of the obligations herein, the prevailing party shall be entitled to recover its costs of litigation and reasonable attorney fees.
26. This written instrument constitutes the entire agreement by the parties concerning the Offices, Common Areas and Property and any prior or contemporaneous, oral or written agreement that purports to vary from its terms shall be void.

In witness whereof, the parties have executed this lease on the ____ day of _____, 2014.

CITY OF KINGSLAND, GEORGIA

CAMDEN COUNTY JOINT DEVELOPMENT AUTHORITY

By: _____

By: _____

Its Mayor: _____

Its Chairman: _____

Attest: _____

Attest: _____

Its City Clerk: _____

Its Secretary/Treasurer: _____

Attachment: JDA Lease (1066 : Lease Agreement - Chamber of Commerce)

