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STATE OF GEORGIA

COUNTY OF EVANS

BK:333 PG:357-361

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KATHY P. HENDRIX, CLERK  
SUPERIOR COURT  
EVANS COUNTY, GA  
3311565337  
PARTICIPANT ID

LEASE

This indenture made and entered into this 16<sup>th</sup> day of February, 2021, by *Kathy P. Hendrix*

and between Evans County School District, acting by and through the Evans County Board of Education, hereinafter referred to as Lessor, and The Arts & Cultural Authority of Claxton and Evans County, hereinafter referred to as Lessee.

-WITNESSETH-

1. That the Lessor does hereby rent and lease unto Lessee the following described premises, to wit:

All that certain tract or parcel of land, including the Two Story School Building located thereon, lying, situate and being in the 1607<sup>th</sup> G.M. District, Evans County, Georgia and in the City of Claxton, containing 2.457 acres, more or less, fronting South on West Main Street (U.S. Hwy #280), and more fully shown upon a plat of survey prepared by Timothy W. Eason, Surveyor, recorded in Plat Book 2020, page 57, Evans County, Georgia Records, specific reference to which is made a part of this description.

2. The terms of this Lease shall be for a period of Fifty (50) years, commencing January 1, 2021, and expiring on December 31, 2071, and subject to any mutually agreed upon renewals.

3. The Lessee agrees to pay to Lessor as rental for the period of this Lease at the rate of \$1.00 per year, payable in advance, and to be received by Lessor not later than the tenth (10<sup>th</sup>) day of January of each year during the term of the lease and any mutually agreed upon renewals.

4. Lessor shall maintain fire and extended coverage insurance upon the building. Lessee shall maintain general liability insurance at a minimum amount of

\$1,000,000.00 per occurrence upon the entire premises to protect, hold harmless and indemnify Lessor and Lessee from liability for injury, loss or damage to person or property of any person or entity lawfully upon said premises. Lessee shall cause the name of Lessor to be listed as an additional insured upon the insurance policy or policies. Lessee shall also be required to carry renter's insurance to cover the cost of furnishings and equipment not owned by the Lessor. Notwithstanding the insurance provisions in this paragraph, Lessor retains the right to provide its own insurance upon the leased property at its own expense. Lessor retains the right to invoice the Lessee for the cost of fire and extended coverage insurance upon the building on an annual basis as well as the right to waive the reimbursement.

5. Lessee shall have the right to remodel and renovate the entire interior of the building, but shall not change or alter the exterior of said building, it being the specific intent that the outside walls and roof remain unchanged so as to maintain the historic character of the building, and that only the interior of the building is to be remodeled and renovated for purposes of making the building safe and useable, and yet to preserve the artistic and cultural history of the building for present and future generations.

6. Lessee shall pay all costs incurred in the remodel and renovations of the building, and shall save Lessor harmless from any and all costs, fees and expenses of every kind in the restoration and preservation of said building. Lessee shall be liable to Lessor for damage of any kind to other property of the Lessor caused by the renovation or operation of this project.

7. This Lease shall not be assigned nor sublet without the prior written consent of Lessor, but such shall not prevent Lessee from renting the use of the facilities

for public purposes and/or renting office space to public and/or non-profit organizations.

Lessee shall give unto Lessor prompt notice of any such rental to any other person or entity.

8. The auditorium which is contemplated to be restored and maintained as part of this project shall be called and named the "Joyce O. NeSmith Auditorium".

9. The parties hereto agree to cooperate fully in allowing the use of the leased premises for customary public school events. Lessor shall provide to Lessee not later than July 1 of each year a list of dates for which the premises may be needed for school events. Lessor may amend this list not later than January 1 of each year to add or change dates for events for the remainder of that school year. Lessee shall make a reasonable and good faith effort to make the building available for all such scheduled events at no charge to Lessor.

10. Lessee shall be responsible for all upkeep, maintenance, taxes, utilities and operating expenses incurred for use of the leased property during the term of this Lease.

11. Nothing contained herein shall be deemed or construed by the parties hereto, or by any third party, as creating the relationship of principal and agent, partners, joint venturers, or any other similar such relationship, between the parties hereto. It is understood and agreed that no provision contained herein nor any acts of the parties hereto creates a relationship other than the relationship of the Lessor and the Lessee.

12. Excluding the acts or omissions of the Lessor, its employees or agents, the Lessee shall indemnify and save harmless the Lessor, its agents, officers and employees, from and against any and all liability claims, demands, damages, expenses, fees, fines, penalties, suits, proceedings, actions and causes of action of any and every kind and



nature arising or growing out of or in any way connected with the Lessee's use, occupancy, management, operation or control of the Premises.

13. This Lease shall be deemed void and all rights to use or possession of the leased premises shall revert to the Lessor upon any of the following conditions:

- a. If the Arts & Cultural Authority of Claxton and Evans County, or its successor should be dissolved or cease to operate; or
- b. The leased premises are no longer used for civic or community purposes; or
- c. Lessee commits any material breach of this Lease contract, which remains uncured after notice.

14. The property is leased by Lessor unto Lessee "as is" with no warranty or representations as to the condition of the land, buildings or fixtures. Specifically, Lessor makes to Lessee no representations of any kind as to the state of repair of the subject property or as to the existence or absence of any defects, latent or patent.

15. The premises shall be maintained in a good state of repair during the term of this Lease and shall be returned to the Lessor at the end of this Lease, or at any termination thereof, in good condition, normal wear and tear accepted.

16. The Lessee shall not in any way encumber the title to the subject property or take any actions which will place a lien upon the subject property or its fixtures, without written consent from the Lessor.

17. Time is of the essence of this agreement, and shall be binding upon Lessor and Lessee to the extent provided by law.

18. This writing constitutes the entire agreement of the parties and may be amended or modified only by the written consent of both parties.

In Witness Whereof, Lessor and Lessee have hereto set their hands and seals, the day and year above written.

Evans County School District, by and through the Evans County Board of Education, Lessor

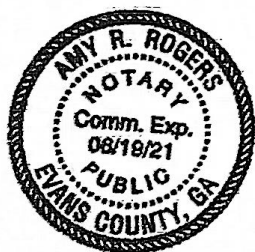
Vincent W. Rogers  
Witness  
S.R. Rogers  
Notary Public, Georgia

Duane Lynn (L.S.)  
By: Adam Kennedy (L.S.)  
Attest:

The Arts & Cultural Authority of Claxton and Evans County, Lessee

Vincent W. Rogers  
Witness  
S.R. Rogers  
Notary Public, Georgia

Adam Kennedy (L.S.)  
By: Harrison (L.S.)  
Attest:



Evans County Charter  
School Board  
Chairman

— Duane Lynn  
← Adam Kennedy  
Evans Co Arts &  
Cultural Authority  
Board Member