

**LEASE AGREEMENT
(Blue Ridge, Georgia)**

County of Fannin
STATE OF GEORGIA

This lease agreement (this "Lease") made and entered into as of the 12 day of March, 2019 by and between BLUE RIDGE HOTEL, LLC., a Georgia Limited Liability Company ("Landlord") and THE CITY OF BLUE RIDGE, GEORGIA, Georgia municipal corporation, ("Tenant").

W I T N E S S E T H:

WHEREAS, Landlord is the owner of a certain tract or parcel of land as more particularly described in Exhibit "A" hereto, said property, together with all improvements thereon, located at 50 West Main Street, Blue Ridge, Georgia 30513 a/k/a the "Old Temple Baptist Church" ("Premises");

WHEREAS, Tenant desires to lease the Premises from Landlord and Landlord is willing to lease the Premises to Tenant on the terms and conditions set forth in this Lease; and

WHEREAS, as provided in Section 6.30 of the City of Blue Ridge Charter, the City Council of the City of Blue Ridge, Georgia has approved Tenant to validly enter into said lease agreement;

NOW, THEREFORE, for and in consideration of the Premises and the acts to be performed by the parties hereto, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged by the parties hereto, the parties do hereby agree each with the other as follows:

1. **PREMISES LEASED.** Landlord does hereby agree to lease to Tenant, and Tenant does hereby agree to lease from Landlord, at the rent and upon the terms and conditions hereinafter set forth, the Premises during the term hereof.
2. **PURPOSE.** The Premises shall be used by Tenant for the parking of vehicles only.
3. **TERM.** The initial term of this Lease shall be from January 1st, 2019 until June 30, 2019 or sooner at the sole discretion of Landlord with ten days written notice. However, in no event will this lease be terminated prior to May 15, 2018. Upon termination of this Lease, Tenant shall be provided reasonable time and access to remove any collection boxes/machines on the Premises.
4. **RENT.** Tenant agrees to pay to Landlord as rental for the use of the Premises during the term of this Lease fifty percent (50%) of the monies collected as parking fees during the Term. This amount shall be calculated each month by deducting reasonable expenses relating to operation of the parking lot (costs to buy collection machine/box, etc.) which will then provide a net collection amount. Tenant will then pay Landlord fifty percent (50%) of said net collection amount to Landlord as the sole rent due for use of the Premises. Tenant agrees to maintain records accounting for these funds as set forth above and will make said records available for review by Landlord with reasonable notice.

5. **TAXES.** Landlord shall be responsible for all ad valorem property taxes and other assessments levied against the Premises during the term of this Lease and which are due and payable during the term of this Lease.
6. **INSURANCE.** Tenant agrees that it will maintain its current liability insurance coverage, will provide the same coverage for the use of the Premises and will notify the appropriate insurer to include the parking lot operations on the Premises as a covered activity. Any claims on insurance that arise out of Tenant's use of the Premises for parking vehicles shall be Tenant's responsibility to address and/or resolve. Nothing in this Paragraph or Lease shall be considered a waiver of sovereign or qualified immunity by the City of Blue Ridge, its Mayor or Council or any of its employees. Landlord will not cancel, or allow to lapse, any liability insurance Landlord currently maintains.
7. **MAINTENANCE AND LOGISTICS.** Tenant agrees it will be responsible for maintenance needed to perform the parking lot operation on the Premises. To the extent this includes the metal cable being utilized as a fencing device, Tenant agrees said cable to be within the definition of needed maintenance. In addition to fencing, tenant will also maintain the current landscaping and lawn cutting to maintain the Premises for its intended use. However, in no event, shall the Tenant be required to pave or re-pave areas of the Premises or re-paint or re-stripe individual parking spaces on the Premises. Tenant further agrees to be responsible for the logistics of operating the parking lot and collecting the monies charged.
8. **REPRESENTATIONS BY LANDLORD.** Landlord represents and warrants to Tenant that to Landlord's knowledge, the Premises are currently in material compliance with all applicable laws, rules, regulations and codes, including, not limited the Americans with Disabilities Act as well as all laws, rules, regulations and codes governing hazardous wastes and hazardous substances. Moreover, Landlord represents and warrants to Tenant that it knows of no material defect in the structure of the improvements located on the Premises which would in any way inhibit its use as a parking lot and that all utilities which would reasonably be required for such use are available to the Premises.
9. **LEASE CONTAINS ALL AGREEMENTS.** It is expressly understood and agreed by and between any parties hereto that this Lease and the Exhibits attached hereto and forming a part hereof, set forth all of the promises, agreements, conditions and understandings between Landlord, or Landlord's agents, and Tenant relative to the Premises, and that there are no promises, agreements, conditions or understandings, either oral or written, between them other than as set forth herein. All prior leases between Landlord and Tenant respecting the Premises or any portion thereof shall be terminated as of the effective date of this Lease, whereupon the terms and conditions of this Lease shall govern all rights and obligations of the parties with respect to the Premises. It is further understood and agreed that, except as herein otherwise provided, no subsequent alteration, amendment, change or addition to this Lease shall be binding upon Landlord or Tenant unless reduced to writing and signed by them.
10. **PARTIES BOUND.** All rights and liabilities herein given to, or imposed upon, the respective parties hereto shall extend to and bind the several and respective heirs, executors, administrators, successors and assigns of said parties. The word "his" and "him" and "her", wherever stated herein shall be deemed to refer to the "Landlord" and "Tenant" whether such Landlord and Tenant be singular or plural and irrespective of gender. No rights, however, shall inure to the benefit of any assignee of Tenant or Landlord unless the assignment to such assignee is either permitted hereunder or has been approved by the other party in writing.

11. **NOTICES.** Except for legal process which may also be served as by law provided, all notices required or desired to be given with respect to this Lease shall be in writing and shall be deemed to have been given when emailed with confirmed receipt, hand delivered or three (3) days after deposited, postage prepaid, with the United States Postal Service (or its official successor), certified, return receipt requested, properly addressed as follows:

To Landlord: Blue Ridge Hotel, LLC
Tom Huegel, Managing Member
3075 Gant Quarters Circle
Marietta, GA 30068
Email: huegeltj@gmail.com
Tel: 770/595-1040

with a copy to:

To Tenant: Mayor Donna Whitener
City of Blue Ridge, Georgia
480 West First Street
Blue Ridge, Georgia 301513
dwhitener@cityofblueridgega.gov
(706) 632-2091

with a copy to: James A. Balli, City Attorney
Sams, Larkin, Huff & Balli, LLP
376 Powder Springs Street, Suite 100
Marietta, Georgia 30066
jballi@slhb-law.com
678-594-2205

Such addresses may be changed from time to time by either party by notice to the other.

12. **BROKERS.** Landlord and Tenant each represents and warrants to the other that no broker, agent, commission salesman or other person has represented the warranting party in the negotiations for and procurement of this Lease and of the Premises, that no other commissions, fees or compensation of any kind are due and payable in connection herewith to any other person or entity. Each party further warrants that any compensation arrangement with the parties excepted from the foregoing warranty has been reduced to writing in its entirety in a separate agreement signed simultaneously with or before this Lease by the party against whom the commission or compensation is charged.

13. **SEVERABILITY.** If any clause or provision of this Lease is or becomes illegal, invalid, or unenforceable because of present or future laws or any rule or regulation of any governmental body or entity, effective during its term, the intention of the parties hereto is that the remaining parts of this Lease shall not be affected thereby, unless the amount of Rent payable hereunder is thereby decreased, in which event Landlord may terminate this Lease.

14. **CAPTIONS.** The captions used in this Lease are for convenience only and do not in any way limit or amplify the terms and provisions hereof.

15. **SUCCESSORS AND ASSIGNS.** The provisions of this Lease shall inure to the benefit of and be binding upon Landlord and Tenant, and their respective permitted successors, heirs, legal representatives and assigns.

16. **STATE LAW.** The laws of the State of Georgia shall govern the interpretation, validity, performance and enforcement of this Lease.

17. **TIME IS OF THE ESSENCE.** Except as otherwise specifically provided herein, time is of the essence of this Lease.

18. **EXECUTION.** This Lease may be executed in any number of counterparts, each of which shall be deemed an original and any of which shall be deemed to be complete in itself and be admissible into evidence or used for any purpose without the production of the other counterparts.

19. **FORCE MAJEURE.** Either party hereto shall be excused from the performance of any of its obligations for the period of any delay resulting from any cause beyond its control, including, without limitation, all labor disputes, governmental regulations or controls, fires or other casualties, inability to obtain any material or services, or acts of God.

20. **PEACEFUL POSSESSION.** So long as Tenant observes and performs the covenants and agreements contained herein, it shall at all times during the term of this Lease peacefully and quietly have and enjoy possession of the Premises, but always subject to the terms hereof.

IN WITNESS WHEREOF, the parties hereto have executed these presents the day and year first above written.

LANDLORD:

TENANT:

BLUE RIDGE HOTEL, LLC

CITY OF BLUE RIDGE, GEORGIA

By: _____
Its: _____

By: Honorable Donna Whitener
Its: MAYOR

**APPROVED PER CHARTER
SECTION 6.30**

By: James A. Balli
Its: City Attorney

Doc ID: 002238600005 Type: WD
Recorded: 12/19/2017 at 12:39:00 PM
Fee Amt: \$1,343.00 Page 1 of 5
Transfer Tax: \$1,325.00
Fannin Co. Clerk of Superior Court
DANA CHASTAIN Clerk of Courts
BK **1235** PG **74-78**

Prepared by:

KPPB Law
Kirtan Patel, Esq.
One Lakeside Commons, Suite 800
990 Hammond Drive, NE
Atlanta, Georgia 30328
File Number: 4659.003

After recording, return to:

Republic Commercial Title Company
Attn: Rayan-Hart Culberson
6111 Peachtree Dunwoody Road, Bldg. D
Atlanta, Georgia 30328
RCTC170135

STATE OF GEORGIA
COUNTY OF Fulton

LIMITED WARRANTY DEED

THIS INDENTURE is made this 30th day of November, 2017, by and between **TEMPLE BAPTIST CHURCH, INC.**, a Georgia not-for-profit corporation (hereinafter called "Grantor"); and **BLUE RIDGE HOTEL, LLC**, a Georgia limited liability company (hereinafter called "Grantee"). The words "Grantor" and "Grantee" include the neuter, masculine and feminine genders, and the singular and the plural.

WITNESSETH:

FOR AND IN CONSIDERATION of the sum of Ten Dollars (\$10.00) in hand paid to Grantor by Grantee at or before the execution, sealing and delivery hereof, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor has granted, bargained, sold, aliened, conveyed, and confirmed, and by these presents does grant, bargain, sell, alien, convey, and confirm unto Grantee, and the successors, legal representatives

and assigns of Grantee, all that certain real property lying and being in Fannin County, Georgia, located at 50 W. Main Street, Blue Ridge, Georgia 30513, being more particularly described on Exhibit "A", attached hereto and incorporated herein by this reference.

TO HAVE AND TO HOLD said real property, together with any and all of the rights, members and appurtenances thereof to the same being, belonging or in anywise appertaining to the only proper use, benefit and behoof of Grantee forever, in fee simple; and

GRANTOR SHALL WARRANT and forever defend the right and title to said real property unto Grantee, and the successors, legal representatives and assigns of Grantee, against the claims of all persons claiming by, through or under Grantor, but not otherwise, subject to the matters set forth on Exhibit "B", attached hereto and incorporated herein by this reference.

[Signature Page Follows]

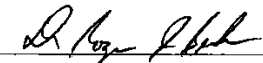
IN WITNESS WHEREOF, Grantor has caused its duly authorized representative to execute this indenture, to affix its seal hereto and to deliver this indenture to Grantee, all the day and year first written above.

Signed, sealed and delivered
in the presence of:


GRANTOR:
TEMPLE BAPTIST CHURCH, INC.
a Georgia not-for-profit corporation




Unofficial Witness

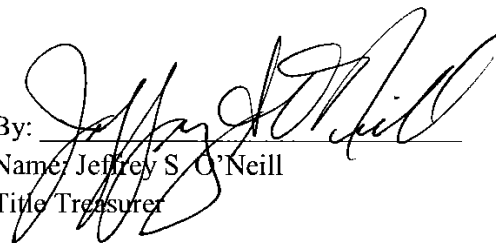
By: 

Name: Dr. Roger G. Beck
Title: Chief Executive Officer

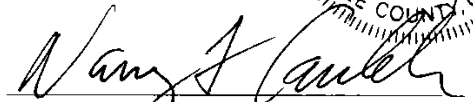


Notary Public
My Commission Expires:
(Notary Seal)

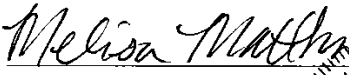


By: 

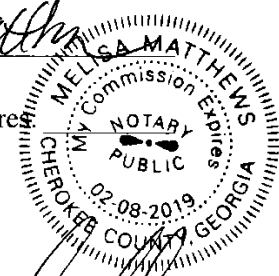
Name: Jeffrey S. O'Neill
Title: Treasurer

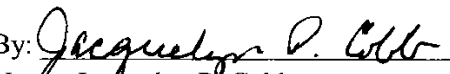


Unofficial Witness




Notary Public
My Commission Expires:
(Notary Seal)




By: 

Name: Jacquelyn P. Cobb
Title: Secretary



Unofficial Witness



Notary Public
My Commission Expires:
(Notary Seal)

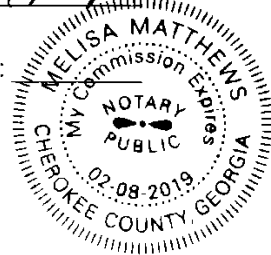


EXHIBIT "A"
LEGAL DESCRIPTION

TRACT 1:

All that tract or parcel of land lying and being in the City of Blue Ridge, Fannin County, Georgia, and being City Lot No. 8 and 9 and a parcel of land not numbered in the J. M. Slate addition to said city, described as follows, to-wit:

BEGINNING 100 ft. Northeast of Slate Avenue of West Main Street and running with West Main Street to the corner of said street and Slate Avenue, a distance of 100 ft.; thence with Slate Avenue to Grady Street or Sugar Creek Road; thence with said street in a Northeasterly direction 98 ft. to the Cook property; thence in a straight line in a Southeasterly direction to the BEGINNING POINT; being parts of Lot of Land No. 278 and 279 in the 8th District and 2nd Section of Fannin County, Georgia.

The above described property is the same as that conveyed by warranty deed from Mrs. A. S. J. Hall to Siddie Hipp.

TRACT 2:

All that tract or parcel of land lying and being in the City of Blue Ridge, County of Fannin, and being City Lot No. 8 and 9 and a parcel of land lot numbered in the J. M. Slate addition to the city described as follows, to-wit: COMMENCING on the Northeast corner of the Henry line; thence running West 175 ft.; thence running South 45 feet; thence running East 175 ft.; thence running North to the BEGINNING POINT.

The above described property is the same property conveyed by warranty deed with rights of survivorship from Mary Emma Hip Styles to Mary Emma Hipp Styles and Stephen J. Styles. Mary Emma Hipp Styles is deceased, thereby placing full and complete title in the grantor herein, Stephen J. Styles.

TRACT 3:

All that tract or parcel of land lying and being in Land Lot 279 of the 8th District, 2nd Section of Fannin County, Georgia, being in the City of Blue Ridge more particularly described in the Plat of Survey made by Lucius Grant, Registered Surveyor No. 889 dated February 20, 1959 and recorded in the office of the Clerk of the Superior Court of Fannin County, Georgia and being more particularly described as follows:

BEGINNING at the northeast corner of Slate Street and Georgia State Highway No. 5 at an iron pin located on the eastern side of said highway; thence, running North 31 degrees 15 minutes East along said highway a distance of 115 feet to an iron pin; thence, South 56 degrees 30 minutes East a distance of 75 feet to an iron pin; thence, South 31 degrees 15 minutes West a distance of 115 feet to an iron pin on the north side of Slate Street; thence, North 57 degrees 00 minutes West a distance of 75 feet along Slate Street to the iron pin at the POINT OF BEGINNING; together with all improvements located thereon.

EXHIBIT "B"
PERMITTED EXCEPTIONS

1. All ad valorem real estate property taxes for the year 2018 and subsequent years not yet due and payable.

2. The following matter of survey as shown on that ALTA/NSPS Retracement Survey for Blue Ridge Hotel, LLC, a Georgia limited liability company, Athens Federal Community Bank, its successors and/or assigns as their interest may appear, and Chicago Title Insurance Company for the property in Land Lot 279-8th District, City of Blue Ridge, 2nd Section-Fannin county, Georgia, dated November 30, 2017, by Brian D. Dobbins, G.R.L.S. No. 3167:
 - a. Fire hydrant in the southeastern corner of caption.
 - b. Power line located in the southwestern corner of caption.
 - c. Utility line located along the southwestern property line.
 - d. Power line and power pole located in the northern portion of caption.
 - e. Power pole located in the southeastern portion of caption.