

STATE OF GEORGIA
COUNTY OF LUMPKIN

**COMMERCIAL LEASE
2016**

This lease is made and entered into by and between **LUMPKIN COUNTY**, a political subdivision of the State of Georgia (herein referred to as "Lessor") and **EOUN A. GIM** doing business as **CLASSIC CLEANERS** (hereinafter referred to as "Lessee"), jointly referred to herein as the "Parties".

WITNESSETH:

WHEREAS, Pursuant to Lumpkin County Resolution 98-22, Lessor purchased 8.74 acres for use in connection with various future Lumpkin County purposes, upon which was, and is, located a commercial building that was, and is, being leased by Lessee in connection with Lessee's laundry and dry cleaning business, said commercial building being located at, and more fully described as, 235 East Main Street, Dahlonega, Georgia, (hereinafter being referred to as the "Property" or "Premises"), and

WHEREAS, Lessor has not yet determined the best use of the property for county purposes and has not yet developed a comprehensive plan for county use of the property, and

WHEREAS, Lessor is in need of said property being maintained for future use in connection with county purposes until Lessor determines the best county use purpose of the property, and

WHEREAS, Lessee is desirous of continuing to lease the premises for continued use in connection with Lessee's laundry and dry cleaning business, and

WHEREAS, Lessor, as governing authority of Lumpkin County, has determined that it is in the best interest of Lumpkin County to lease the premises to Lessee under the conditions herein, and

WHEREAS, the parties are desirous of entering into this Agreement according to and subject to the terms, conditions and provisions hereinafter set forth;

NOW THEREFORE, for and in consideration of the covenants, agreements and premises herein contained, LESSOR and LESSEE intending to be legally bound hereby, do covenant and agree as follows:

1. Term of Lease. Lessor hereby leases and grants to Lessee use of the Property for a term of twelve (12) months beginning January 1, 2016 and expiring December 31, 2016, subject to the terms, conditions and provisions set out herein.

As governing authority of Lumpkin County, and upon a determination by resolution of the Governing Authority of Lumpkin County that a public need for the facility exists, Lessor retains the right, power and authority to terminate this agreement upon thirty days' notice, and Lessee agrees as a bargained consideration of the lease that he does hereby waive any claim for damages arising from such early termination. In the event of such notice Lessee shall be responsible for removing all equipment, fixtures and operational residue from the premises within thirty days of receiving such notice. Such notice may be by personal service or by "tacking" to the door of the premises.

2. Rent. Lessee shall pay to Lessor the amount of One Thousand Two Hundred Fifty and no/100s Dollars (\$1,250.00) per month rent for the use of the property. In further consideration for said lease and use agreement, Lessee shall maintain the Property as set out herein.

3. Use of Premises. The Parties agree that the Property shall be used only as a laundry and dry cleaner business and associated purposes. In the event that the Property is no longer used for such purposes, Lessor is not required, but is authorized to terminate this lease and use agreement upon 10 days' notice to Lessee.

4. Maintenance/Repairs. Lessee shall maintain the premises in good, clean, attractive and safe condition, including but not limited to windows and glass, electrical wiring, plumbing, heating and cooling installations and all other systems and equipment upon the premises, and shall surrender the same at termination hereof, in as good condition as received. Lessee shall be responsible for all repairs required in order to maintain the premises in their present condition.

5. Utilities. All applications and connections for necessary utility services on the demised premises shall be made in the name of Lessee only, and Lessee shall be solely liable for utility charges as they become due, including but not limited to those for sewer, water, gas, electricity, and telephone services.

6. Entry and Inspection. Lessee shall permit Lessor or Lessor's agents to enter upon the premises at reasonable times and upon reasonable notice, for the purpose of inspecting the same, and will permit Lessor at any time within sixty (60) days prior to the expiration of this lease, to place upon the premises any usual "To Let" or "For Lease" signs, and permit persons desiring to lease the same to inspect the premises thereafter.

7. Alterations/Improvements. Lessee may make alterations, additions, or improvements in, to or about the premises only with the prior written approval of Lessor. Lessor may make necessary alterations, additions, improvements or repairs in, to or about the premises so long as Lessee's business operations are not unreasonably impaired. Costs of alterations, additions, or improvements shall be the responsibility of the party making such alterations, additions, or improvements unless otherwise agreed to in writing by the parties.

8. Ordinances and Statutes. Lessee shall comply with all statutes, ordinances and requirements of all municipal, state and federal authorities now in force, or which may hereafter be in force, pertaining to the premises, occasioned by or affecting the use thereof by Lessee.

9. Assignment and Subletting. Lessee shall not assign this lease or sublet any portion of the premises without prior written consent of the Lessor. Any such assignment or subletting without consent shall be void and, at the option of the Lessor, may terminate this lease immediately.

10. Indemnification of Lessor. Lessor shall not be liable for any damage or injury to Lessee, or any other person, or to any property, occurring on the demised premises or any part thereof, and Lessee agrees to indemnify and hold Lessor harmless from any claim for such damages, no matter how caused.

11. Insurance. Lessee shall maintain reasonably adequate property damage insurance and liability insurance with a minimum coverage for bodily injury in the amount of \$500,000.00 and for real property damage in the amount of \$500,000.00. Lessee shall provide Lessor with a Certificate of Insurance showing Lessor as the beneficiary as to any real property damage and as an additional insured as to all other damage. The Certificate shall provide for a ten-day written notice to Lessor in the event of cancellation or material change of coverage.

12. Taxes. Lessor is exempt from the obligation of ad valorem taxes on the property. In the event that any tax obligation arises on the property, then Lessee shall be responsible for payment of such tax obligation.

13. Destruction of Premises. In the event of the destruction of a significant portion of the premises during the term hereof, from any cause, Lessor shall have the option of repairing the same or terminating this lease for the complete removal of the remaining structure. If Lessor does not begin repairing the premises within 30 days, Lessee shall have the right to terminate this lease. Lessee shall be entitled to a proportionate reduction of rent while such repairs are being made, based upon the extent to which the making of such repairs shall interfere with the business of Lessee on the premises. If such repairs cannot be made within said sixty (60) days, Lessor, at its option, may make the same within a reasonable time, this lease continuing in effect with the rent proportionately abated as aforesaid, and in the event that Lessor shall not elect to make such repairs which cannot be made within sixty (60) days, this lease may be terminated at the option of either party.

14. Lessor's Remedies on Default. If Lessee defaults in the performance of any of the covenants or conditions hereof, Lessor may give Lessee notice of such default and if Lessee does not cure any such default within 30 days, after the giving of such notice (or if such other default is of such nature that it cannot be completely cured within such period, if Lessee does not commence such curing within such 30 days and thereafter proceed with reasonable diligence and in good faith to cure such default), then Lessor is not required to, but may at its option terminate this lease on not less than 20 days' notice to Lessee. On the date specified in such notice the term of this lease shall terminate, and Lessee shall then quit and surrender the premises to Lessor, but Lessee shall remain liable as hereinafter provided. If this lease shall have been so terminated by Lessor, Lessor may at any time thereafter resume possession of the premises by any lawful means and remove Lessee or other occupants and their effects. No failure to enforce any term shall be deemed a waiver.

15. Security Deposit. Lessee shall not be required to deposit with Lessor a security deposit for the performance of Lessee's obligations under this lease.

16. Attorney's Fees. In case suit should be brought for recovery of the premises, or for any sum due hereunder, or because of any act which may arise out of the possession of the premises, by either party, the prevailing party shall be entitled to all costs incurred in connection with such action, including a reasonable attorney's fee.

17. Notices. Any notice which either party may, or is required to give, shall be given by mailing the same, postage prepaid, to Lessee at the premises, or to Lessor at: Lumpkin County Board of Commissioners, 99 Courthouse Hill, Suite H, Dahlonega, Georgia 30533, or at such other places as may be designated by the parties from time to time, except such notice by "tacking" as is hereinabove provided.

18. Heirs, Assigns, Successors. This lease is binding upon and inures to the benefit of the heirs, assigns and successors in interest to the parties.

19. Subordination. This lease is and shall be subordinated to all existing and future liens and encumbrances against the property.

20. Entire Agreement. The foregoing constitutes the entire agreement between the parties and may be modified only by a writing signed by both parties.

Approved on behalf of County this 15th day of December, 2015.

Lessor:

Lessee:

Lumpkin County Board of Commissioners

Chris Dockery, Chairman

Eoun A. Gim
(Signed: _____)