

STATE OF GEORGIA COUNTY OF DEKALB

FIRST AMENDED LEASE AGREEMENT

THIS AGREEMENT, made and entered into this ____ day of _____, by and between DeKalb County Board of Education on behalf of the DeKalb County School District, a political subdivision of the State of Georgia, hereinafter designated “Lessor” and The Clarkston Community Center Foundation, Inc., hereinafter designated “Lessee.”

WITNESSETH

WHEREAS, Lessee desires to operate The Clarkston Community Center for the purpose of providing community services, educational programs, arts and recreational services to the residents of DeKalb County; and,

WHEREAS, the undersigned Lessor desires to provide for lease property to the Lessee in accordance with the terms and conditions hereinafter set forth.

NOW, THEREFORE, the parties hereto agree as follows:

1. Lessor does hereby lease to Lessee “Old Clarkston High School” consisting of a surplus high school building located at 3703 College Avenue, Clarkston, Georgia and those grounds as designated in the attached Exhibit “A,” and to specifically include the lot between the Clarkston Community Center and the Clarkston Public Library and the soccer field, hereinafter referred to as “Property” (which are also depicted on Exhibit A-1 attached hereto). This lease also includes the Lessee’s right to manage, use, and take care of the soccer field, the basketball courts, and the community gardens.

a) Lessor represents to Lessee only that Lessor owns the Property and makes no representation to Lessee regarding the condition of the Property or any other representation or

warranty. It is the sole and unconditional responsibility of Lessee to determine the condition of the Property and its suitability and desirability for Lessee's needs.

b) Lessee shall pay to Lessor rent of One and no Dollars (\$1.00) per year. Such rent is due on the commencement date and shall be paid yearly on the anniversary of such commencement date.

c) The term of this lease shall be for a period of 10 years beginning July 1, 2025, and expiring June 30, 2035. Subject to written approval by the Lessor, Lessee may extend such term for an additional ten (10) year period upon written notice from Lessee at least one hundred and twenty (120) days prior to the expiration of the term.

d) Lessor reserves the right to terminate and cancel this Lease at any time should Lessee breach any material term of the Lease, which breach is not cured within sixty (60) days following Lessee's receipt of written notice of the same (or, if such failure cannot be corrected within such sixty (60) day period, if Lessee commences correcting such default within said sixty (60) day period and thereafter diligently prosecutes the correction of same to completion within a reasonable time). This Lease shall also automatically terminate if Lessee discontinues its operation of The Clarkston Community Center for the purpose of providing community services, educational programs, arts and recreational services to the residents of DeKalb County. Lessee may terminate this Lease at any time during the term of this Lease upon providing at least twelve (12) months' advance written notice to Lessor.

e) Lessee, upon termination of this Agreement or cancellation thereof by Lessor, shall vacate and deliver up the Property peaceably, quietly, and in good order and condition.

2. Lessee agrees that its services will be provided in a way which is accessible to community residents, respectful of their individual dignity, and related to the particular needs and hours of the community being served.

3. Unless otherwise expressly stated, Lessee acknowledges that it will not have use of any additional property owned by Lessor which may be adjacent to the designated Property.

4. Lessee agrees to provide a list of anticipated activities and programs to be held in the center to Lessor upon execution of the lease and annually thereafter on the anniversary date of the lease. Lessee's anticipated activities and use of the Property shall be consistent with the Lessor's Guidelines for Facility Use as set forth in Exhibit B, which are incorporated herein. It also is agreed and understood that Lessor may request more frequent updates from Lessee concerning anticipated activities and programs to be held at the center at the sole option of the Lessor.

5. Lessee agrees that in its operation and use of the Property, it will not discriminate against any person or group of persons on the grounds of physical handicap, race, color, sex, religion, or national origin in any manner prohibited by law.

6. Subject to prior approval by the Lessor, which approval (1) shall not be unreasonably withheld or delayed, and (2) shall be deemed to have been provided absent notice by Lessor to Lessee of an objection within thirty (30) days of Lessee's notice to Lessor of its intent to enter into a sublease, Lessee may sublet the Property, or any part thereof covered by this Lease so long as the subtenant of Lessor agrees to comply with the terms of this Lease. The terms of this lease shall be incorporated into any lease between Lessee and Lessee's subtenant. The Lessee may impose a service charge upon other entities using the Property. The requirement for notice and

prior approval shall not apply to any sublease of the Property in effect as of the time of the execution of this Lease and shall not apply to short-term, event-specific usages of the Property.

7. For the purpose of this Agreement, all notices to be given hereunder shall be in writing and shall be deemed given when deposited in the United States mail, postage prepaid, certified, and addressed as follows:

a) Lessor:

The DeKalb County School District
Office of Legal Affairs
1701 Mountain Industrial Blvd.
Stone Mountain, GA 30083

b) Lessee:

Clarkston Community Center, Inc.
P.O. Box 217
Clarkston, Georgia 30021

With a copy to:

King & Spalding LLP
Attn: Lawrence A. Slovinsky, Esq.
1180 Peachtree Street, NE
Suite 1600
Atlanta, GA 30309-3521

8. Lessee shall have sole responsibility of Lessee's expenses.

9. Lessee shall not leave the Property unoccupied. If Lessee shall abandon, or surrender the Property or be disposed by operation of law or otherwise for a period of thirty (30) consecutive days, Lessor can terminate this Lease upon written notice to Lessee and such abandonment continuing for thirty (30) days and any personal property belonging to Lessee and left at the Property and any and all of Lessee's improvements and facilities thereon shall, at the option of the Lessor, become the property of Lessor.

10. Lessee agrees to provide its own utilities and general building maintenance, as the general repair and maintenance of the Property during the term of this lease. Lessee shall keep the Premises in good, clean and habitable condition and shall at its sole cost and expense keep the Premises free of insects, rodents, vermin and other pests and make all repairs and replacements of every kind in connection with Lessee's use of the Premises. Without limiting the coverage of the previous sentence, it is understood that Lessee's obligations with respect to the maintenance and repair of the Premises include the repair and replacement of all lighting, heating, air conditioning, glass, electrical, mechanical, plumbing, sewer, fixtures, ducts, conduits and pipes that serve the Premises exclusively to the extent located within the Premises. In addition, Lessee shall maintain in good condition (including repairs and replacements) the heating, ventilating and air conditioning equipment, lines and ducts exclusively serving the Premises, whether located inside or outside the Premises. Lessee shall maintain a service contract for the regular seasonal maintenance of the air conditioning and heating equipment with a reputable contractor at all times during the Term. Lessee shall maintain all athletic fields, the grounds and landscaping in a manner that is acceptable to Lessor and consistent with generally accepted standards for landscaping at Lessor's other properties in similar locations and similar in age and condition as the Property. Lessor acknowledges that the current state of the athletic fields, grounds, and landscaping as of the time of the execution of this Lease complies with requirements of this Lease. Lessee shall have the Building inspected on an annual basis at the sole cost of the Lessee.

11. Subject to prior written approval by Lessor, Lessee shall have the right to renovate the Premises consistent with permitted uses of the Property under this Lease. All renovations must be reasonably approved in advance by Lessor with written notice provided to Lessor by Lessee no less than one hundred and twenty (120) days prior to the commencement of any such proposed

renovations. All such installations, improvements and modifications shall be at Lessee sole expense and subject to applicable local, state and federal law or code. All permanent improvements made by Lessee shall remain with the Premises following the expiration or earlier termination hereof; however, Lessee may remove any of its trade fixtures, furniture, and equipment. Lessee shall promptly pay when due the entire cost of all work done by it to the Premises and shall keep the Premises free of liens for labor or materials. Should mechanics', materialmen's or other similar liens be filed against the Premises by reason of the acts of either party hereto, such party shall cause the lien to be canceled and discharged of record by bond or otherwise within thirty (30) days of receiving actual notice of such lien. Lessee agrees to follow the rules for meeting Public Works Construction bidding requirements as set forth in Georgia code and/or State Board Rules pursuant to the Georgia Local Government Public Works Construction Law (O.C.G.A. § 36-91-1, et seq.). Lessee agrees to follow all applicable local, state and federal laws and regulations regarding any grants received by Lessee for improvements to the Premises.

12. Lessee shall not keep or store at the Property any goods, merchandise, or materials which are explosive or hazardous in violation of applicable environmental laws, rules and/or regulations and will not engage in any offensive or dangerous trade, business, or occupation and will not do anything which will increase the property insurance rate or cause suspension or cancellation of property insurance.

13. The Lessee shall at all times exonerate, indemnify, and save harmless the Lessor from and against all claims or action, and all expenses incidental to the defense of any such claims, litigation, and actions, based upon or arising out of damage or injury (including death) to persons or property resulting from any cause other than the sole negligence of Lessor and sustained at the Property in connection with the performance of services by Lessee thereon, or conditions created

thereby and shall assume and pay for, without cost to the Lessor, the defense of any and all claims, litigation, and actions, suffered through any act or commission of the Lessee, or anyone directly or indirectly employed by or under the supervision of any of them, or in any way arising out of the use and occupancy of the Property.

14. Except as otherwise consented to in writing by Lessor, Lessee shall maintain in force during the life of this Agreement or any extension or renewal thereto, a commercial general liability policy with coverage limits of \$1,000,000.00 per occurrence, \$1,000,000.00 general aggregate and \$5,000.00 medical payments. Lessor shall be named as an additional insured under such policy of insurance.

15. Except as otherwise consented to in writing by Lessor, Lessee shall furnish to the Lessor within thirty (30) days after execution of this lease and annually on the anniversary date of the commencement of the lease, a certificate or certificates evidencing such insurance coverage in companies licensed to do business in Georgia covering:

- a) The location and the operations to which the insurance applies.
- b) The expiration date of policies.
- c) An agreement that the policies certifies will not be changed or cancelled without thirty (30) day prior notice to Lessor, as evidenced by return receipts of registered or certified letters. Prior to ten (10) days before the expiration of any such certificate, Lessee shall deliver to the Lessor a certificate renewing or extending the terms for a period of at least one (1) year, or a certificate acceptable to Lessor evidencing the required insurance coverage.

16. Both parties agree that the provisions of this Agreement are not intended to be nor should they be construed as in any way creating or establishing a relationship between the Parties hereto other than that of Landlord and Tenant.

17. Lessor specifically reserves the right to use portions of the Property covered by this Lease upon fourteen (14) days' notice to the Lessee and so long as such use does not interfere with Lessee's use of the Property.

18. Time is of the essence of this Agreement.

19. Lessor may enter upon the Premises to inspect same upon reasonable advance notice to Lessee, which shall be written notice unless an emergency condition exists, in which case Lessor shall give such notice as is practicable under the circumstances. Any such entry by Lessor shall be undertaken with due care and so as to minimize interference with operations on the Premises to the extent reasonably practicable.

20. This Agreement has been made in and shall be construed in accordance with the Laws of the State of Georgia.

21. Any amendment or modification of this agreement shall be set forth in writing as an Amendment to this Agreement, duly executed by the parties.

22. In the event that the Lessor decides to sell the Property during the lease term, the Lessor shall provide Lessee with the first option to purchase the Property and improvements at fair market value, less improvements not treated as rent which enhance the fair market value of the Property.

23. This Agreement shall supersede and replace all other lease and other agreements between the parties related to the Property.

<p>Signed, Sealed and Delivered in the presence of:</p> <p>_____</p> <p>Witness</p> <p>_____</p> <p>Notary Public (Notary Seal) My Commission expires: _____</p>	<p>Lessor: DeKalb County Board of Education</p> <p>By: _____ _____, Superintendent</p> <p>By: _____ _____, Chair</p>
<p>Signed, Sealed and Delivered in the presence of:</p> <p>_____</p> <p>Witness</p> <p>_____</p> <p>Notary Public (Notary Seal) My Commission expires: _____</p>	<p>Lessee: The Clarkston Community Center, Inc.</p> <p>By: _____ _____, Executive Director</p> <p>By: _____ _____, Chair</p>