

GEORGIA, RABUN COUNTY.

THIS LEASE AGREEMENT (hereinafter "Agreement") made and entered into this the 1st day of April, 2016, by and between the City of Sky Valley (Lessee) hereinafter referred to as "The City") and Rabun Resort Investors II, LLC (Lessor), hereinafter referred to as "Rabun Resort."

WITNESSETH

WHEREAS, Rabun Resort Investors II, LLC owns certain property in the corporate limits of Sky Valley, to include the trail area from Mud Creek Falls to the scenic overlook off of GA Hwy 246, hereinafter referred to as "Mud Creek Trail" in Sky Valley, GA; and

WHEREAS, The City is desirous of leasing and maintaining the Mud Creek Trail upon the terms and conditions as contained herein;

NOW THEREFORE, for and in consideration of the covenants and obligations contained herein and other good and valuable considerations, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

1. TERM

Rabun Resort (Lessor) leases to the City (Lessee), and the City leases from Rabun Resort, the above described Property together with any and all appurtenances thereto for a term of one year.

2. ANNUAL PAYMENT OF RENT

The total rent due from Lessee shall be \$1.00 (one dollar) per year. Each annual installment of rent due shall be paid annually in advance on the anniversary date of this lease agreement.

3. USE OF THE PROPERTY

The Lessee shall use the Property for providing hiking purposes. Further, the City will have the ~~right~~ ^{Obligation} to maintain the above described Property to include tree trimming, path improvements, drainage repairs, and general maintenance ^{during the period of this lease}.

Lessee shall comply with all present and future laws or ordinances applicable to the leased premises and shall not commit or suffer waste on the premises, or use or permit anything on the premises which may be illegal, or constitute a private or public nuisance.

4. TERMINATION

This Agreement shall automatically renew each year. Either Party can cancel this Agreement at any time by giving thirty (30) days written notice to terminate the lease.

5. AS-IS

The Parties agree that the Property is being leased "as-is". The Lessor has made no representations regarding the condition of the Property and the Lessee takes the premises with no warranties that the Property is for a particular purpose.

6. INDEMNIFICATION

Rabun Resorts shall not be liable for any damage or injury of or to the City, guests, invitees, agents, or employees or to any person entering the Property. The City hereby agrees to indemnify, defend and hold Rabun Resorts harmless from any and all claims or assertions of every kind and nature, *including all attorney's fees.*

7. UTILITIES

All water, gas, electricity, telephone, and other public utility services used on or furnished to the Property during the term of this lease agreement shall be paid for by lessee, if any.

8. ALTERATIONS, ADDITIONS, IMPROVEMENTS

All alterations, additions, and improvements on or in the Property, except unattached movable fixtures, shall become part of the Property and the sole property of Rabun Resorts, unless Rabun Resorts notifies the City to restore the Property or the specific portions designated by Rabun Resorts to the same condition in which they were at the time of delivery of the Property to the City, at the expense of the City ~~and prior to the termination of this Agreement~~. Pictures of the existing condition of the Property are attached to this document and incorporated herein.

9. REPAIRS AND MAINTENANCE

Lessee shall, at its own expense, maintain in good condition and keep clean the Property.

10. ASSIGNMENT AND SUBLETTING

Lessee shall not assign this Agreement, sublet, or grant any license to use the Property or any part thereof without the prior written consent of ~~The City~~ *Lessor*

11. SURRENDER OF PREMISES

Upon the expiration of the term hereof, Lessee shall surrender the Property in as good a state and condition as it was at the commencement of this Agreement, reasonable use, and wear and tear by the elements excepted.

12. MODIFICATION

The Parties hereby agree that this document contains the entire agreement between the parties and this Agreement shall not be modified, changed, altered, or amended in any way except through written amendment signed by all of the parties hereto.

13. DEFAULT

If Lessee shall fail or neglect to observe, keep, or perform any of the covenants, terms, or conditions contained in this Agreement on its part to be observed, kept, or performed, and the default shall continue for a period of five (5) days after written notice from Rabun Resorts setting forth the nature of lessee's default, then and in any such event, Rabun Resorts shall have the right at its option, on written notice to Lessee, to terminate this lease agreement and all rights of Lessee under this Agreement shall then cease.

14. WAIVER

A waiver by lessor of any breach of any covenant or duty of lessee under this lease is not a waiver of a breach of any other covenant or duty of lessee or of any subsequent breach of the same covenant or duty.

15. GOVERNING LAW


This lease agreement shall be governed by, construed, and enforced in accordance with the laws of Georgia.

16. VENUE

The Parties agree that this Agreement is made and entered into in Rabun County, Georgia. The Parties agree that Rabun County is the exclusive venue for the resolution of any disputes under the terms and conditions of this contract. The Parties may resolve any dispute or any portion of a dispute under the terms and conditions of this contract by submitting the disputed issue or issues to mediation or arbitration as otherwise allowed by the laws of Georgia.

This 19th day of April, 2016.

CITY OF SKY VALLEY, GEORGIA


By: 
Mayor

Attest:


Clerk

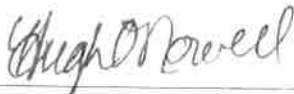
RABUN RESORT INVESTORS II, LLC

By:



V. HARRISON MORRIS, Manager

Attest:



Secretary