



July 01, 2014 9:00 am

1. Call to Order by Mayor Jan Moore
2. Invocation and Pledge of Allegiance by Councilman Travis Chance
3. Consideration of a Motion to appoint Robert Cheshire as City Manager on an interim basis.
4. Public Comments (Agenda Item):
5. Consideration of a Motion to approve the Consent Agenda
 - A) Approval of Minutes
 - a) 06-17-2014 Council Minutes
 - b) 06-24-2014 Called Council Minutes
 - c) 06-24-2014 Executive Session Minutes
 - d) Consideration of a Motion to approve **Resolution 2014-20**: A Resolution authorizing a lease agreement between the Mayor and City Council of Statesboro and Cakes, LLC.
 - e) Consideration of a Motion to approve **Resolution 2014-21**: A Resolution authorizing a subordination agreement between the Mayor and City Council of Statesboro and Cakes, LLC.
6. Consideration of a Motion to approve **Resolution 2014-24**: A Resolution for the closures of the remainder of Crescent Circle and a portion of N. Crescent.
7. Consideration of a Motion to Adopt **Resolution 2014-22**. A Resolution accepting the right of way of American Way as a public street to be owned and maintained by the City of Statesboro.
8. Consideration of a Motion to approve **Resolution 2014-23**: A Resolution authorizing a contract with Ogeechee Technical College for the use of certain equipment in courses of study in firefighting and emergency services.
9. Consideration of a Motion to Approve a Professional Engineering Services Contract with Parker Engineering in the amount of \$35,000 to provide planning, design, and bidding services for Improvements to Savannah Ave. between E. Main St. and Gentilly Rd. Funding for services to come from 2007 SPLOST funds.
10. Consideration of a Motion to approve award of Contract to Y-Delta, Inc. in the amount of \$22,194.09 for repairs to the four (4) brick paver crosswalks located at the Intersection of W. Main St. @ S. College St.

11. Consideration of a Motion to authorize the Mayor to sign a Service Delivery Strategy Amendment.
12. Other Business from City Council
 - A) Update on the Fit by '15 Health and Wellness Challenge
13. Public Comments (General)
 - A) Bill Thomas request to speak to Council
14. Consideration of a Motion to Adjourn



**CITY OF STATESBORO
Council Minutes
June 17, 2014**

A regular meeting of the Statesboro City Council was held on June 17th, 2014 at 5:15 p.m. in the Council Chambers at City Hall. Present were Mayor Jan J. Moore, Council Members: Will Britt, Phil Boyum, Gary Lewis and Travis Chance. Also present were City Manager Frank Parker, City Clerk Sue Starling, City Attorney Alvin Leaphart, City Engineer Robert Cheshire and Director of Community Development Mandi Cody. Absent was Councilman John Riggs.

The meeting was called to order by Mayor Moore.

The Invocation and Pledge of Allegiance was given by Councilman Gary Lewis.

Public Comments (Agenda Item): None

Consideration of a Motion to approve the Consent Agenda:

A) Approval of Minutes

- a) **06-03-2014 Council Minutes**
- b) **06-03-2014 Council Work Session Minutes**
- c) **06-05-2014 Public Hearing Budget Minutes**

B) Notification of alcohol license application:

- a) **Licensee: Jones Mashburn (Changing Managers)**
DBA: The Olive Garden Italian Restaurant #1837
Location: 201 Henry Boulevard
Type of Alcohol License: Pouring Beer, Wine & Liquor
Type of Business: Restaurant

C) Notification of alcohol license:

- b) **Licensee: John Franklin Dismuke**
DBA: Eagle Creek Brewing Company
Location: 106 Savannah Avenue
Type of Alcohol License: Manufacturing
Type of Business: Brewery

D) Public Hearing and Consideration of a Motion to approve Resolution 2014-09: A Resolution Exempting Certain Vehicles from Marking Requirements for One Year

E) Consideration of a Motion to approve Resolution 2014-10: A Resolution adopting maximum fees for towing and storage of illegally parked vehicles.

- F) **Consideration of a motion to approve Resolution 2014-12: A Resolution for the Statesboro Police Department to apply for the available 2014 Edward Byrne Memorial Justice Assistance Grant (JAG) in the amount of \$13,640.00 with 45% of the grant totaling \$6,138.00 being awarded to the Bulloch County Sheriff's Office under disparity.**
- G) **Consideration of a Motion to approve Resolution 2014-13: A Resolution of the Mayor and City Council of Statesboro requesting the Election Superintendent to call an election for the purpose of submitting to the voters of the City of Statesboro for approval or rejection the act which authorizes the City of Statesboro to exercise redevelopment powers under the "redevelopment powers law," as it may be amended from time to time; to approve the form of the ballot to be used in said election; and for other purposes.**
- H) **Consideration of a Motion to approve Resolution 2014-15: A Resolution adopting financial policies for the City of Statesboro, Georgia.**
- I) **Consideration of a Motion to approve Resolution 2014-18: A Resolution: A Resolution for Plan Submittal to the CRC and DCA for technical review compliance.**
- J) **Consideration of a Motion to approve Resolution 2014-19: A Resolution to adopt the fourth amendment to the Fiscal Year 2014 budget for each fund of the City of Statesboro, Georgia, appropriating the amounts shown in each budget as expenditures/expenses, adopting the several items of revenue anticipations, and prohibiting expenditures or expenses from exceeding the actual funding appropriated.**

Councilman Phil Boyum asked for item (E) to be pulled from the consent agenda for further discussion. Mayor Moore stated the item would be open for discussion after item 17 on the agenda. Mayor Pro Tem Will Britt made a motion, seconded by Councilman Chance to approve the remainder of the consent agenda in its entirety. Councilman Britt, Boyum, Lewis and Chance voted in favor of the motion. The motion carried by a 4-0 vote.

Public Hearing and Consideration of a Motion to Authorize the Mayor to execute a contract for services with the Statesboro Arts Council, Inc. to market downtown Statesboro by operating and managing the Averitt Center for the Arts, using proceeds from the Hotel/Motel Tax

Councilman Boyum made a motion, seconded by Councilman Lewis to Authorize the Mayor to execute a contract for services with the Statesboro Arts Council, Inc. to market downtown Statesboro by operating and managing the Averitt Center for the Arts, using proceeds from the Hotel/Motel Tax. Councilman Britt, Boyum, Lewis and Chance voted in favor of the motion. The motion carried by a 4-0 vote.

Public Hearing and Consideration of a Motion to Authorize the Mayor to execute a contract for services with the Downtown Statesboro Development Authority/Main Street to market downtown Statesboro, using proceeds from the Hotel/Motel Tax

Councilman Lewis made a motion, seconded by Mayor Pro Tem Will Britt to Authorize the Mayor to execute a contract for services with the Downtown Statesboro Development Authority/Main Street to market downtown Statesboro, using proceeds from the Hotel/Motel Tax. Councilman Britt, Boyum, Lewis and Chance voted in favor of the motion. The motion carried by a 4-0 vote.

Public Hearing and Consideration of a Motion to Authorize the Mayor to execute a contract for services with the Statesboro Convention and Visitors Bureau, Inc. to market Statesboro and Bulloch County, using proceeds from the Hotel/Motel Tax

Darrin Van Tassell representing the SCVB thanked Council for their continuing support to the organization. Mayor Pro Tem Will Britt made a motion, seconded by Councilman Lewis to Authorize the Mayor to execute a contract for services with the Statesboro Convention and Visitors Bureau, Inc. to market Statesboro and Bulloch County, using proceeds from the Hotel/Motel Tax. Councilman Britt, Boyum, Lewis and Chance voted in favor of the motion. The motion carried by a 4-0 vote.

Public Hearing #2 regarding the Update to the City of Statesboro Comprehensive Master Plan

Director of Community Development Mandi Cody updated Council on the Comprehensive Plan as no vote was required.

Public Hearing regarding the closure of the remainder of Crescent Ave. and a portion of North Crescent

City Engineer Robert Cheshire updated Council on the plans for the road closing request as well as Joey Maxwell who spoke for the Statesboro Primitive Baptist Church. Wesley Parker stated the street closing would help the CDBG with drainage problems. Mayor Moore read a letter that was submitted by Dr. Steve Chester who lives on Crescent Ave. The letter states he has some concerns of closing the road and was somewhat against the closing. There was no vote required on this item as it was only a public hearing.

Consideration of a Motion to approve Resolution 2014-11: A Resolution authorizing a Memorandum of Understanding (MOU) between the City of Statesboro, Georgia and Campus Communications Group, Inc.

Councilman Boyum made a motion, seconded by Mayor Pro Tem Will Britt to approve Resolution 2014-11: A Resolution authorizing a Memorandum of Understanding (MOU) between the City of Statesboro, Georgia and Campus Communications Group, Inc. Councilman Britt, Boyum, Lewis and Chance voted in favor of the motion. The motion carried by a 4-0 vote.

Consideration of a Motion to approve Resolution 2014-14: A Resolution of the City of Statesboro through the Council to authorize the Mayor to establish a franchise fee applicable to holders of cable and video franchises issued by the State of Georgia.

Mayor Pro Tem Will Britt made a motion, seconded by Councilman Lewis to Resolution 2014-14: A Resolution of the City of Statesboro through the Council to authorize the Mayor to establish a franchise fee applicable to holders of cable and video franchises issued by the State of Georgia. Councilman Britt, Boyum, Lewis and Chance voted in favor of the motion. The motion carried by a 4-0 vote.

Consideration of a Motion to approve Resolution 2014-16: A Resolution adopting the Fiscal Year 2015 Budget Assumptions for the City of Statesboro, Georgia.

After a very lengthy discussion on this item regarding a proposed 2.5% pay raise for employees, Mayor Pro Tem Will Britt made a motion, seconded by Councilman Chance to approve Resolution 2014-16: A Resolution adopting the Fiscal Year 2015 Budget Assumptions for the City of Statesboro, Georgia. Councilman Britt, Boyum, Lewis and Chance voted in favor of the motion. The motion carried by a 4-0 vote.

Consideration of a Motion to approve Resolution 2014-17: A Resolution adopting the Fiscal Year 2015 authorized personnel for the City of Statesboro, Georgia.

Mayor Pro Tem Will Britt made a motion, seconded by Councilman Chance to approve Resolution 2014-17: A Resolution adopting the Fiscal Year 2015 authorized personnel for the City of Statesboro, Georgia. Councilman Britt, Boyum, Lewis and Chance voted in favor of the motion. The motion carried by a 4-0 vote.

Consideration of a Motion to approve Resolution 2014-20: A Resolution to adopt the Fiscal Year 2015 Budget for each fund of the City of Statesboro, Georgia, appropriating the amounts shown in each budget as expenditures/expenses, adopting the several items of revenue anticipations, and prohibiting expenditures or expenses from exceeding the actual funding available for appropriation.

Mayor Pro Tem Will Britt made a motion, seconded by Councilman Chance to approve Resolution 2014-20: A Resolution to adopt the Fiscal Year 2015 Budget for each fund of the City of Statesboro, Georgia, appropriating the amounts shown in each budget as expenditures/expenses, adopting the several items of revenue anticipations, and prohibiting expenditures or expenses from exceeding the actual funding available for appropriation. Councilman Britt, Boyum, Lewis and Chance voted in favor of the motion. The motion carried by a 4-0 vote.

Consideration of a Motion to authorize staff to enter into contract negotiations with Parker Engineering to provide planning and design services associated with the development of construction documents and bid package for the proposed road improvements to Savannah Ave. between E. Main St. and Gently Rd.

Councilman Boyum made a motion, seconded by Councilman Lewis to authorize staff to enter into contract negotiations with Parker Engineering to provide planning and design services associated with the development of construction documents and bid package for the proposed road improvements to Savannah Ave. between E. Main St. and Gently Rd. Councilman Britt, Boyum, Lewis and Chance voted in favor of the motion. The motion carried by a 4-0 vote.

Consideration of a Motion to authorize staff to enter into contract negotiations with Hussey, Gay, Bell and DeYoung to provide planning and design services associated with the development of construction documents and bid package for the proposed water improvements to Savannah Ave. between E. Main St. and Gently Rd.

Councilman Boyum made a motion, seconded by Councilman Lewis to authorize staff to enter into contract negotiations with Hussey, Gay, Bell and DeYoung to provide planning and design services associated with the development of construction documents and bid package for the proposed water improvements to Savannah Ave. between E. Main St. and Gently Rd. Councilman Britt, Boyum, Lewis and Chance voted in favor of the motion. The motion carried by a 4-0 vote.

Consideration of Motion to award the purchase of a vacuum excavator to Ditch Witch of Georgia having offered the low bid in the amount of \$54,320.78

Councilman Chance made a motion, seconded by Mayor Pro Tem Will Britt to award the purchase of a vacuum excavator to Ditch Witch of Georgia having offered the low bid in the amount of \$54,320.78. Councilman Britt, Boyum and Chance voted in favor of the motion. The motion carried by a 3-0 vote. Councilman Lewis had left the room briefly.

Consideration of a Motion to set a date for a work session to discuss the changes to Chapter 6 (Alcohol) of the City of Statesboro Ordinances

Councilman Chance made a motion, seconded by Mayor Pro Tem Will Britt to set the date of August 5th, 2014 for the next work session to discuss the changes to Chapter 6 (alcohol) of the Statesboro Code of Ordinances. The work session will follow the regular Council Meeting. Councilman Britt, Boyum, Lewis and Chance voted in favor of the motion. The motion carried by a 4-0 vote.

(E) Consideration of a Motion to approve Resolution 2014-10: A Resolution adopting maximum fees for towing and storage of illegally parked vehicles.

Item (E) was pulled from the consent agenda. Mayor Moore opened the floor for Council's discussion. Councilman Boyum asked where the list was for the fees. The list was included in the packet that was published. Councilman Boyum made a motion, seconded by Councilman Chance to approve Resolution 2014-10: A Resolution adopting maximum fees for towing and storage of illegally parked vehicles.

Other Business from City Council:

Presentation by the Engineering Department to Provide an Update on an Ongoing Drainage Issue

David Hendrix updated Council with visuals of where the drainage problems were in the Foxlake subdivision along with suggestions on solving the issues. Director of Water Wastewater also offered suggestions on ways to help with the sewer problems.

City Manager Frank Parker asked Council to approve a change order I/16 U.S. Hwy. 301 1.0 MG Elevated Storage Tank for the City of Statesboro in the amount of \$26,705.00.

Councilman Lewis made a motion, seconded by Councilman Chance to approve a change order I/16 U.S. Hwy. 301 1.0 MG Elevated Storage Tank for the City of Statesboro in the amount of \$26,705.00. Councilman Britt, Boyum, Lewis and Chance voted in favor of the motion. The motion carried by a 4-0 vote.

Public Comments (General): None

Consideration of a Motion to enter into Executive Session to discuss “Personnel Matters” “Real Estate” and/or “Potential Litigation” in accordance with O.C.G.A.§50-14-3 (2012)

There was no call for an Executive Session.

Consideration of a Motion to Adjourn

Councilman Chance made a motion, seconded by Councilman Boyum to adjourn. Councilman Britt, Boyum, Lewis and Chance voted in favor of the motion. The motion carried by a 4-0 vote. The meeting was adjourned at 7:45 pm.



**CITY OF STATESBORO
Called Council Minutes
June 24, 2014**

A called meeting of the Statesboro City Council was held on June 24th, 2014 at 3:00 p.m. in the Council Chambers at City Hall. Present were Mayor Jan Moore, Council Members: Will Britt, Phil Boyum, John Riggs, Gary Lewis and Travis Chance. Also present were City Manager Frank Parker, City Clerk Sue Starling and City Attorney Alvin Leaphart.

The meeting was called to Order by Mayor Jan Moore.

Presentation of argument and evidence regarding personnel matters.

Mayor Moore stated the meeting was called due to the comments made at a department head meeting on June 19th, 2014.

Mayor Moore read the rules of order for the meeting. City Attorney Alvin Leaphart presented the section of the Open Meetings Act that pertains to this meeting in regards to presenting arguments and evidence regarding personnel matters.

Mayor Moore and City Attorney Alvin Leaphart gave their statement of the events that took place at the Department Head meeting. Councilmember Phil Boyum and Mayor Pro Tem Will Britt made a statement of their discoveries concerning the events of the department head meeting. Mayor Pro Tem Will Britt stated that he would like to see a resolution that was not so finite black and white. Councilman John Riggs stated he would save his comments until after the Executive Session. Councilman Gary Lewis stated that in the past, they have met in Atlanta when going to GMA. Councilman Travis Chance stated he was the one that asked for a Called Meeting and was not going to be accused of violating the Open Meetings Act when he has never been in a meeting with a quorum outside of Council.

Mayor Moore asked City Manager Frank Parker if he would like to make a statement. Mr. Parker gave his statement of the events that took place at the department head meeting. Mr. Parker stated that on 8 or 10 times he was in the presence of Council at GMA and business was discussed. Mr. Parker also stated that he has seen more than 2 Councilmembers in City Attorney Alvin Leaphart's office.

Consideration of a Motion to enter into Executive Session to discuss "Personnel Matters" in accordance with O.C.G.A. §50-14-3 (2012)

After hearing the arguments and evidence, Mayor Moore asked for a motion to enter into Executive Session to discuss "Personnel Matters". Councilman Chance made a motion, seconded by Councilman Riggs to enter into Executive Session to discuss "Personnel Matters". Councilman Britt, Boyum, Riggs, Lewis and Chance voted in favor of the motion. The motion carried by a 5-0 vote.

At 4:03 pm, the meeting was called back to order by Mayor Moore. Councilman Chance made a motion, seconded by Councilman Riggs to come out of Executive Session. Councilman Britt, Boyum, Riggs, Lewis and Chance voted in favor of the motion. The motion carried by a 5-0 vote.

Based on the findings, Mayor Moore asked for a motion to terminate City Manager Frank Parker for cause effective immediately. Councilman Chance made a motion, seconded by Councilman Riggs to terminate City Manager Frank Parker for cause effective immediately. Councilman Boyum, Riggs and Chance voted in favor of the motion. Councilman Britt and Lewis voted against the motion. The motion carried by a 3-2 vote.

Councilman Riggs stated Mr. Parker has done a great job for the City and was sorry it had to come to this. Councilman Gary Lewis stated to Mr. Parker that he was a friend before he came to Council and would always be his friend.

Mayor Pro Tem Will Britt made a motion, seconded by Councilman Chance to authorize the Mayor to enter into discussions with Mr. Robert Cheshire for the position of Interim City Manager. Councilman Britt, Boyum, Riggs, Lewis and Chance voted in favor of the motion. The motion carried by a 5-0 vote.

Councilman Chance made a motion, seconded by Councilman Boyum to appoint an independent Counsel to investigate these claims of violating the Open Meetings Law and report back to Council and to also recommend Judge Barber to select an attorney outside Statesboro to conduct the investigation without bias. Councilman Britt, Boyum, Riggs, Lewis and Chance voted in favor of the motion. The motion carried by a 5-0 vote.

Consideration of Motion to authorize the Mayor to sign a Service Delivery Strategy Amendment

Mayor Moore removed this item from the agenda until a later date.

Other Business from Council

None

Consideration of a Motion to Adjourn

Councilman Chance made a motion, seconded by Councilman Riggs to adjourn. Councilman Britt, Boyum, Riggs, Lewis and Chance voted in favor of the motion. The motion carried by a 5-0 vote.

The meeting was adjourned at 4:10 pm.

RESOLUTION 2014-20: A RESOLUTION

THAT WHEREAS, In accordance with Section 1-2 of the Charter of the City of Statesboro, the Mayor and City Council is vested with authority to manage and improve, sell, convey, rent, or lease property held by the municipal corporation of the City of Statesboro;

WHEREAS, the City of Statesboro holds title to Parcel 1A of 58 East Main Street, Statesboro, Georgia, which is encumbered by Covenant of Use, Purpose and Ownership to the benefit of the United States Department of Commerce's Economic Development Administration;

WHEREAS, the City of Statesboro and CAKES LLC desire to enter into a commercial lease agreement for this parcel of property where the terms of said commercial lease have been approved per the terms of the Covenant of Use, Purpose and Ownership by the United States Department of Commerce's Economic Development Administration;

WHEREAS, attached to this resolution as Government Exhibit A is such a copy of said commercial lease agreement;

NOW THEREFORE, BE IT RESOLVED by the Mayor and City Council of the City of Statesboro, Georgia as follows:

Section 1. That Mayor and City Council accept and agree to the terms and conditions contained in the commercial lease agreement attached as Government Exhibit A.

Section 2: The Mayor is hereby authorized to execute a commercial lease agreement with CAKES LLC with terms and conditions materially the same as the terms and conditions contained in the commercial lease agreement attached as Government Exhibit A.

Section 3. That this Resolution shall be and remain effective from and after its date of adoption

Adopted this ___ day of ____, 2014

CITY OF STATESBORO, GEORGIA

By: Jan J. Moore, Mayor

Attest: Sue Starling, City Clerk

COMMERCIAL LEASE AGREEMENT
(Multi-Tenant Facilities)



2014 Printing

In consideration of the mutual covenants set forth herein, this Lease (hereafter the term "Lease" and "Agreement" are used interchangeably) is entered into this date of _____ between Mayor and City Council of Statesboro, (hereinafter "Landlord") and CAKE, LLC, (hereinafter "Tenant") Landlord leases to Tenant, and Tenant leases from Landlord, the Property with the following address: 58 East Main St; Parcel 1A, Statesboro, Georgia 30458 TAXPIN/ID# _____ and as more particularly described in the Legal Description Paragraph below:

Legal Description. The full legal description of the Property is:

[Select A, B or C below. The sections not marked shall not be a part of this Agreement.]

- A.** attached as an exhibit hereto;
- B.** identical to the legal description for the property contained in the deed recorded in Deed Book _____, Page _____, et. seq., _____ County, Georgia records;
- C.** described below:
Land Lot(s) _____ of the _____ District, _____ Section/ GMD, Lot _____, Block _____, Unit _____, Phase/Section _____ of _____ Subdivision/Development, _____ Bulloch County, Georgia according to the plat recorded in Plat Book _____, Page _____, et. seq., _____ County, Georgia records.

1. **Term.** The initial term of this Lease shall be for 36 months beginning on the earlier of the completion of the work described in any attached Work letter or the date of 04/01/2014 ("Commencement Date"), through and including the date of 04/01/2017.
2. **Possession.** If Landlord is unable to deliver possession of Property on the Commencement Date, rent shall be abated on a daily basis until possession is granted. If possession is not granted within fourteen (14) days from the Commencement Date, Tenant may terminate this Lease in which event Landlord shall promptly refund all payments and deposits to Tenant. Landlord shall not be liable for delays in the delivery of possession to Tenant.
3. **Rent.** Tenant shall pay base rent to Landlord without demand, deduction, or setoff in advance in the sum of \$ 650.00, Six Hundred Fifty Dollars per month on the first day of each month during the term of the Lease or any renewals thereof, at the following address: P.O Box 348 Statesboro, GA 30459 (or at such other address as may be designated from time to time by Landlord in writing). If the Commencement Date begins on the second day through the last day of any month, the rent shall be prorated for that portion of the month and shall be paid at the time of leasing Property. Tenant shall also pay additional rent as may be provided elsewhere in this Lease. Such additional rent shall be paid in the same manner as the base rent.
4. **Late Payment; Service Charge for Returned Checks.** Rent not paid in full by the fifth day of the month shall be late. Landlord shall have no obligation to accept any rent not received by the fifth of the month. If late payment is made and Landlord accepts the same, the payment must be in the form of cash, cashier's check or money order and must include an additional rent amount of \$ 50.00 and, if applicable, a service charge for any returned check of \$ 30.00. Landlord reserves the right to refuse to accept personal checks from Tenant after one or more of Tenant's personal checks have been returned by the bank unpaid.

5. **Security Deposit.**

A. Security Deposit to be Held by Landlord or Broker: [Check one. The section not marked shall not be a part of this Agreement.]

Landlord Holding Security Deposit.

- (1) Tenant has paid to Landlord as security for Tenant's fulfillment of the conditions of this Lease a security deposit of \$ 1,200.00, One Thousand Two Hundred Dollars in cash, money order and/or check ("Security Deposit").
- (2) Landlord shall deposit the Security Deposit in Landlord's general account with Landlord retaining the interest if the account is interest bearing. Tenant acknowledges and agrees that Landlord shall have the right to use such funds for whatever purpose Landlord sees fit, and such funds will not be segregated or set apart in any manner.
- (3) Tenant recognizes and accepts the risk of depositing the Security Deposit with Landlord. Tenant acknowledges that Tenant has not relied upon the advise of any Broker in deciding to pay such Security Deposit to Landlord. Landlord and Tenant acknowledge and agree that:
 - (a) Broker has no responsibility for, or control over, any Security Deposit deposited with Landlord;
 - (b) Broker has no ability or obligation to insure that the Security Deposit is properly applied or deposited;

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(c) The disposition of the Security Deposit is the sole responsibility of Landlord and Tenant as herein provided; and
(d) Landlord and Tenant agree to indemnify and hold harmless Broker and Broker's affiliated licensees against all claims, damages, losses, expenses or liability arising from the handling of the Security Deposit by Landlord.

- (4) Landlord shall return Security Deposit to Tenant, after deducting any sum which Tenant owes Landlord hereunder, or any sum which Landlord may expend to repair arising out of or related to Tenant's occupancy hereunder, abandonment of Property or default in this Lease (provided Landlord attempts to mitigate such actual damages), including but not limited to any repair, replacement, cleaning or painting of Property reasonably necessary due to the negligence, carelessness, accident, or abuse of Tenant or Tenant's employees, agents, invitees, guests, or licensees. In the event Landlord elects to retain any part of the Security Deposit, Landlord shall promptly provide Tenant with a written statement setting forth the reasons for the retention of any portion of the Security Deposit, including the damages for which any portion of the Security Deposit is retained. The use and application of the Security Deposit by Landlord shall be at the discretion of the Landlord. Appropriation by Landlord of all or part of the Security Deposit shall not be an exclusive remedy for Landlord, but shall be cumulative, and in addition to all remedies of Landlord at law or under this Lease. The Tenant may not apply the Security Deposit to any rent payment.

Broker Holding Security Deposit.

- (1) Tenant has paid to Broker as security for Tenant's fulfillment of the conditions of this Lease ("Security Deposit") \$ _____ Dollars in
 cash, money order and/or check.
- (2) The Broker shall deposit the Security Deposit in Broker's escrow/trust account (with Broker retaining the interest if the account is interest bearing) within five (5) banking days from the Binding Agreement Date.
- (3) Broker shall disburse the Security Deposit only as follows: (a) upon the failure of the parties to enter into a binding lease; (b) upon a subsequent written agreement signed by all parties having an interest in the funds; (c) upon order of a court or arbitrator having jurisdiction over any dispute involving the security deposit; (d) upon a reasonable interpretation of this Agreement by Broker; (e) as provided in the General Provisions section below of this Paragraph; or (f) upon the termination of the agency relationship between Landlord and Broker, in which event Broker shall only disburse the Security Deposit to another licensed Georgia Real Estate Broker selected by Landlord unless otherwise agreed to in writing by Landlord and Tenant after notice to Broker and Tenant. Prior to disbursing the Security Deposit pursuant to a reasonable interpretation of this Agreement, Broker shall give all parties fifteen (15) days notice, stating to whom the disbursement will be made. Any party may object in writing to the disbursement, provided the objection is received by Broker prior to the end of the fifteen (15) day notice period. All objections not raised in a timely manner, shall be waived. In the event a timely objection is made, Broker shall consider the objection and shall do any or a combination of the following: (a) hold the Security Deposit for a reasonable period of time to give the parties an opportunity to resolve the dispute; (b) disburse the Security Deposit and so notify all parties; and/or (c) interplead the Security Deposit into a court of competent jurisdiction. Broker shall be reimbursed for and may deduct from any funds interpleaded its costs and expenses, including reasonable attorney's fees. The prevailing party in the interpleader action shall be entitled to collect from the other party the costs and expenses reimbursed to Broker. No party shall seek damages from Broker (nor shall Broker be liable for the same) for any matter arising out of or related to the performance of Broker's duties under this Security Deposit paragraph.

B. General Provisions Regarding Security Deposit:

- (1) In the event any Security Deposit check is not honored, for any reason, by the bank upon which it is drawn, the holder thereof shall promptly notify the other parties and Broker(s) to this Lease. Tenant shall have three (3) banking days after notice to deliver good funds to the holder. In the event Tenant does not timely deliver good funds to the holder, the Landlord shall have the right to terminate this Agreement upon written notice to the Tenant.
- (2) The entire Security Deposit, if held by Landlord, will be returned to Tenant within thirty (30) days after Property is vacated if:
(a) The term of the Lease has expired or the Lease has been terminated in writing by the mutual consent of both parties;
(b) All monies due under this Lease by Tenant have been paid;
(c) Property is not damaged and is left in its original condition, normal wear and tear excepted;
(d) All keys have been returned; and
(e) Tenant is not in default under any of the terms of this Lease.

6. **Repairs and Maintenance.** Tenant acknowledges that Tenant has inspected the Premises and that it is fit for its stated use. Tenant agrees that no representations regarding the Premises or the condition thereof and no promises to alter, decorate, improve, or repairs have been made by Landlord, Broker, or their agents unless specified in this Lease.

A. Duties of Landlord: Landlord shall keep the Common Areas and all major systems serving Property and/or the Common Areas in good working order and repair, normal wear and tear excepted. Upon receipt of written notice from Tenant, Landlord shall, within a reasonable time period thereafter, repair all defects in the Common Areas and those systems that are the responsibility of Landlord to maintain in good working order and repair. Landlord may change the size, use, shape, or nature of the Common Areas, so long as such change does not materially deprive Tenant of the use of Property. Landlord shall not be liable to Tenant for any damage caused by any of the above referenced systems or by water coming through or around the roof or any door, flashing, skylight, vent, window, or the like in or about Property, except if such damage is due to the gross negligence or willful misconduct of Landlord.

B. Duties of Tenant: Tenant agrees to maintain Property in good order and repair, normal wear and tear excepted. If Tenant does not promptly perform its maintenance and repair obligations as set forth herein, Landlord may make such repairs and/or replacements and Tenant shall promptly pay the costs of the same. Tenant shall additionally be responsible for the reasonable costs of repairs made necessary by the negligence or willful misconduct of Tenant (including Tenant's employees, agents, invitees, guests, or licensees).

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7. Common Area Costs. [Check one. The sections not marked shall not be a part of this Agreement]:

A. Landlord Pays All Costs: Landlord shall pay all costs for the maintenance, repair, and operation of the Common Areas. Tenant shall be responsible for any costs caused by the intentional acts, negligence, carelessness, accident, or abuse of Tenant or Tenant's employees, agents, invitees, guests, or licensees.

B. Tenant Pays Flat Fee: In addition to other rent payments specified in this Lease, Tenant shall pay as additional monthly rent _____ Dollars (\$ _____) for Common Area maintenance, operation, and repair costs in the manner provided in the Rent Paragraph above.

C. Tenant Pays Adjustable Percentage Share: In addition to other rent payments specified in this Lease, Tenant shall pay as additional rent Tenant's Percentage Share of the cost of maintenance, operation, and repair of the Common Areas for each calendar year of this Lease. On or before the first day of the term of this Lease, Landlord will provide Tenant written notice of Landlord's estimate of the additional rent payable under this subparagraph. During December of each calendar year or as soon as practicable, Landlord will give Tenant written notice of its estimate of the payments to be made for the ensuing calendar year. On the first day of each month during the term of the Lease, Tenant will pay one-twelfth of the estimated amount in the manner provided in the Rent Paragraph. If notice is not given in December, Tenant will continue to pay on the basis of the prior year's estimate until the month after the notice is given. Within ninety (90) days after the close of each calendar year or as soon as practicable thereafter, Landlord shall deliver to Tenant: (1) a statement the cost of maintenance, operation, and repair of the Common Areas for the calendar year certified by certified public accountants designated by Landlord; and (2) a statement of the payments made or to be made for the calendar year that has been prepared on the basis of the certified statement. If on the basis of those statements, Tenant owes an amount that is less than the estimated payments for the calendar year previously made by the Tenant, Landlord will pay Tenant the amount of the overpayment within thirty (30) days after delivery of those statements. If on the basis of those statements Tenant owes an amount that is more than the estimated payments for such calendar year previously made by Tenant, Tenant will pay the deficiency to Landlord within thirty (30) days after delivery of those statements. If the Lease does not commence on a day other than the first day of the calendar year or ends on a day other than the last day of a calendar year, the amounts payable under this subparagraph shall be prorated.

8. Services. Landlord shall provide, at Landlord's expense the following services [Check all that apply. The sections not marked shall not be a part of this Agreement]:

- General cleaning and janitorial service of the interior of Property _____ times per week
- Concierge service as follows: _____
- Parking attendant as follows: _____
- Property monitor as follows: _____
- Trash collection service _____ times per week
- Soap, paper towels, and toilet tissue for rest rooms _____ times per week
- Replacement of all light bulbs and repair and maintenance of all light fixtures located in the interior of Property.
- Other _____

Landlord shall not be liable for the nonperformance or inadequate performance of such services by third parties. Tenant shall be responsible for the costs and provision of any services that Landlord has not expressly agreed to pay for in this Lease. Tenant agrees to provide services not provided by Landlord that are necessary to keep Property in good order, condition, and repair, normal wear and tear excepted. If Tenant does not provide such services, Landlord may then provide such services and Tenant shall promptly pay Landlord the costs for such services.

9. Utilities. The services and/or utilities set forth below serving Property shall be paid by either the Landlord or Tenant as follows: [Check all that apply. The sections not marked shall not be a part of this Agreement.]

UTILITY	TENANT	LANDLORD	UTILITY	TENANT	LANDLORD
Water	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Sewer	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Electricity	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Natural Gas	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Garbage	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Cable Television	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Telephone	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Digital Subscriber Line	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Other _____	<input type="checkbox"/>	<input type="checkbox"/>	Other _____	<input type="checkbox"/>	<input type="checkbox"/>

Tenant shall be responsible for the costs of any utilities that Landlord has not expressly agreed to pay for in this Lease. Tenant must provide proof of payment of final bills for all utilities or service termination (cutoff) slips. Landlord may, at Landlord's option, pay utilities and be reimbursed by Tenant along with the next month's rent. Landlord shall not be liable for any interruptions or delays in the provision of utility services unless such interruptions or delays shall be caused by Landlord's gross negligence or willful misconduct.

10. Renewal Term. Either party may terminate this Lease at the end of the term by giving the other party sixty (60) days written notice prior to the end of the term. If neither party gives notice of termination, the Lease will automatically be extended on a month-to-month basis with all terms remaining the same except that Landlord reserves the right to increase the amount of rent upon delivery of written notice to Tenant sixty (60) days prior to the effective date of any increase. Thereafter, Tenant may terminate this Lease upon sixty (60) days written notice to Landlord and Landlord may terminate this Lease upon sixty (60) days written notice to Tenant.

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11. **Sublet and Assignment.** Tenant may not sublet Property in whole or in part or assign this Lease without the prior written consent of Landlord. This Lease shall create the relationship of Landlord and Tenant between the parties hereto; no estate shall pass out of Landlord and this Lease shall create a usufruct only. In the event Landlord shall assign this Lease, the assignee thereof shall be responsible to timely pay Brokers all commissions and other sums owed to them hereunder.

12. **Right of Access, Signage.**

A. Landlord and Landlord's agents shall have the right of access to Property for inspection, repairs and maintenance during reasonable hours. In the case of emergency, Landlord may enter Property at any time to protect life and prevent damage to Property. Landlord and/or Landlord's agents may place a "for rent" or "for sale" sign on the interior or exterior of Property, and may show Property to prospective tenants or purchasers during reasonable hours. Tenant agrees to cooperate with Landlord, Landlord's agent and Brokers who may show Property to prospective Tenants. Tenant shall secure valuables and agrees to hold Landlord and/or Landlord's Agent harmless for any loss thereof. For each occasion where the access rights described above are denied, Tenant shall pay Landlord the sum of \$ 50.00 as liquidated damages; it being acknowledged that Landlord shall be damaged by the denial of access, that Landlord's actual damages are hard to estimate, and that the above amount represents a reasonable pre-estimate of Landlord's damages rather than a penalty.

B. Without Landlord's prior written permission, Tenant shall not place any sign, advertising matter, or any other things of any kind on any part of the outside walls or roof of Property or on any part of the interior of Property that is visible from the exterior of Property. Tenant shall maintain all such permitted signs, advertising matter, or any other things of any kind in good condition and repair. Tenant agrees to remove at its cost all such permitted signs, advertising matter, or any other things of any kind at the end of this Lease.

13. **Use.** Property shall only be used for the purposes set out as follows: Bakery with retail sales to the public

Property shall be used so as to comply with all federal, state, county, and municipal laws and ordinances and any applicable rules and regulations. Tenant shall not use or permit Property to be used for any disorderly or unlawful purpose; nor shall Tenant engage in any activity on Property which would endanger the health and safety of other Tenants or which otherwise creates a nuisance.

14. **Agency and Brokerage.**

A. **Agency Disclosure:** In this Agreement, the term "Broker" shall mean a licensed Georgia real estate broker or brokerage firm and, where the context would indicate, the broker's affiliated licensees. No Broker in this transaction shall owe any duty to Tenant or Landlord greater than what is set forth in their brokerage engagements and the Brokerage Relationships in Real Estate Transactions Act, O.C.G.A. § 10-6A-1 et. seq.;

1. **No Agency Relationship.** Tenant and Landlord acknowledge that, if they are not represented by a Broker, they are each solely responsible for protecting their own interests, and that Broker's role is limited to performing ministerial acts for that party.

2. **Listing Broker.** Broker working with the Landlord is identified on the signature page as the "Listing Broker"; and said Broker is OR is not representing Landlord;

3. **Leasing Broker.** Broker working with Tenant (including in transactions where Broker is representing Landlord) is identified on the signature page as "Leasing Broker;" and said Broker is OR is not representing Tenant; and

4. **Dual Agency or Designated Agency.** If Tenant and Landlord are both being represented by the same Broker, a relationship of either designated agency OR dual agency shall exist.

a. **Dual Agency Disclosure.** [Applicable only if dual agency has been selected above.]

Tenant and Landlord are aware that Broker is acting as a dual agent in this transaction and consent to the same. Tenant and Landlord have been advised that:

(1) In serving as a dual agent, Broker is representing two clients whose interests are or at times could be different or even adverse;

(2) Broker will disclose all adverse, material facts relevant to the transaction and actually known to the dual agent to all parties in the transaction except for information made confidential by request or instructions from each client which is not otherwise required to be disclosed by law;

(3) Tenant and Landlord do not have to consent to dual agency and, the consent of Tenant and Landlord to dual agency has been given voluntarily and the parties have read and understand their brokerage engagement agreements.

(4) Notwithstanding any provision to the contrary contained herein, Tenant and Landlord each hereby direct Broker, while acting as a dual agent, to keep confidential and not reveal to the other party any information which could materially and adversely affect their negotiating position.

b. **Designated Agency Assignment:** [Applicable only if the designated agency has been selected above]

Broker has assigned _____ to work exclusively with Tenant as Tenant's designated agent and _____ to work exclusively with Owner/Landlord as Owner/Landlord's designated agent. Each designated agent shall exclusively represent the party to whom each has been assigned as a client and shall not represent in this transaction the client assigned to the other designated agent.

B. **Material Relationship Disclosure:** The Broker and/or affiliated licensees have no material relationship with either client except as follows: none

(A material relationship means one actually known of a personal, familial or business nature between the Broker and/or affiliated licensees and a client which would impair their ability to exercise fair judgment relative to another client.)

C. Brokerage: The Brokers listed below have performed a valuable service in this transaction and are made parties hereunder to enforce their commission rights. Payment of commission to a Broker shall not create an agency or subagency relationship between Leasing Broker and either Landlord or Landlord's Broker. Landlord agrees to pay the Broker listed below and representing Landlord to lease and/or manage Property ("Listing Broker") a commission (which commission has already been negotiated in a separate agreement) of [Check one. The section not marked shall not be a part of this Agreement]:

\$ \$10 received 3/10/14 or _____ percent (%) of the total base rent to be paid under the Lease, which shall be due and payable upon occupancy.

\$ n/a or _____ percent (%) of base rents paid, which shall be due and payable upon Tenant's monthly payment of rent in the manner provided in the Rent Paragraph above.

In the event the Lease is made in cooperation with another Broker listed below as the Leasing Broker, the Listing Broker shall receive n/a percent (%) of the total real estate commission paid hereunder and the Leasing Broker shall receive n/a percent (%) of the total real estate commission paid hereunder. In the event Tenant and/or Landlord fail or refuse to perform any of their obligations herein, the non-performing party shall immediately pay the Listing Broker and the Leasing Broker their full commissions. The Listing Broker and Leasing Broker may jointly or independently pursue the non-performing party for that portion of the commission, which they would have otherwise received under the Lease.

15. Default.

A. If Tenant defaults under any term, condition or provision of this Lease, including, but not limited to, failure to pay rent or failure to reimburse Landlord for any damages, repairs or costs when due, Landlord shall have the right to terminate this Lease by giving written notice to Tenant and accelerate all remaining payments that Tenant is required to pay under this Lease. These payments shall be due and payable fifteen (15) days after Tenant receives the aforementioned notice. Landlord and Tenant acknowledge that Landlord shall be damaged by Tenant's default, that Landlord's actual damages are hard to estimate, and that the above amount represents a reasonable pre-estimate of Landlord's damages rather than a penalty. If Landlord accelerates as provided in this subparagraph, it shall seek another tenant for Property and credit any amounts received to the Tenant, less the following:

- (1) reimbursement for all expenses incurred as a result of Tenant's failure to perform its obligations under the Lease;
- (2) the costs of securing another tenant, including, but not limited to, advertising and brokerage commissions; and
- (3) the costs of altering, dividing, painting, repairing, and replacing Property to accommodate a new tenant.

Landlord's rights expressed herein are cumulative of any and all other rights expressed in this Lease. Tenant shall remain liable for rents from and after any action by Landlord under a proceeding against Tenant for holding over or distress warrant, whether or not Tenant retains the right to possession of Property.

B. If Tenant abandons Property or violates any of the Rules and Regulations set forth herein, or otherwise fails to abide by and perform any of the obligations, terms, conditions or provisions of this Lease, each and any such breach shall constitute a default under this Lease. If any such default continues for ten (10) calendar days after Landlord delivers written notice of said default to Tenant, Landlord may, at his option, terminate this Lease by delivering written notice thereof to Tenant and pursue the remedy described herein.

C. All rights and remedies available to Landlord by law or in this Lease shall be cumulative and concurrent.

16. Rules and Regulations.

A. Tenant is prohibited from adding, changing or in any way altering locks installed on the doors of Property without prior written permission of Landlord. If all keys to Property are not returned when Tenant vacates Property, Landlord may charge a re-key charge in the amount of \$ 100.00.

B. Motor vehicles with expired or missing license plates, non-operative vehicles, boats, trailers, RVs and campers are not permitted on Property. Any such vehicle may be removed by Landlord at the expense of Tenant, for storage or for public or private sale, at Landlord's option, and Tenant shall have no right or recourse against Landlord thereafter.

C. No goods or materials of any kind or description, which are combustible or would increase fire risk shall be kept in or placed on Property (except for goods and materials typically found in a general office use provided that the same are limited in quantity to that normally found in such use).

D. No nails, screws or adhesive hangers except standard picture hooks, shade brackets and curtain rod brackets may be placed in walls, woodwork or any part of Property.

E. Tenant shall not place any objects or personal property on Property in a manner that is inconsistent with the load limits of Property. Tenant shall consult Landlord before placing any heavy furniture, file cabinets, or other equipment in Property.

F. Landlord shall provide heating and air conditioning to Property between ___ a.m. and ___ p.m., Monday to Friday (excluding public holidays); between ___ a.m. and ___ p.m., Saturday; and between ___ a.m. and ___ p.m., Sunday. Tenant shall notify Landlord by 4 p.m. of the preceding day of any requests for overtime heating and air conditioning. Landlord may charge Tenant its reasonable costs of providing such overtime heating and air conditioning.

G. Tenant shall not, without Landlord's prior written consent, use any equipment which uses electric current in excess of 110 volts, which will increase the amount of electricity ordinarily furnished for use of Property as general office space, or which require clean circuits or other distribution circuits.

H. Landlord may establish additional reasonable Rules and Regulations concerning the maintenance, use, and operation of Property. Amendments and additions to the Rules and Regulations shall be effective upon delivery of a copy thereof to Tenant.

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17. **Abandonment.** If Tenant removes or attempts to remove personal property from Property other than in the usual course of continuing occupancy, without having first paid Landlord all monies due, Property may be considered abandoned, and Landlord shall have the right, without notice, to store or dispose of any personal property left on Property by Tenant. Landlord shall also have the right to store or dispose of any of Tenant's personal property remaining on Property after the termination of this Lease. Any such personal property shall become Landlord's personal property.
18. **Estoppel Certificate.** Tenant shall, from time to time, upon Landlord's request execute, acknowledge, and deliver to Landlord, within ten days of such request, a certificate certifying: (a) that this Lease is unmodified and in full force and effect (or if there has been modification thereof, that the same is in full force and effect as modified and stating the nature thereof); (b) that to the best of its knowledge there are no uncured defects on the part of the Landlord (or if any such defaults exist, a specific description thereof); (c) the date to which any rents or other charges have been paid in advance; and (d) any other reasonable matters requested by Landlord. Landlord and any prospective purchaser or transferee of Landlord's interest hereunder or any then existing or prospective mortgagee or grantee of any deed to secure debt may rely on such certificates.
19. **Property Loss.** Storage of personal property by Tenant shall be at Tenant's risk and Landlord shall not be responsible for any loss or damage. Tenant shall be responsible to insure Tenant's personal property against loss or damage. Landlord shall not be responsible or any damage to Tenant's property, unless such damage is caused by Landlord's gross negligence or willful misconduct.
20. **Destruction of Property.**
- A. If earthquake, fire, storm, or other casualty shall totally destroy (or so substantially damage as to be untenable) Property, rent shall abate from the date of such destruction. Landlord shall have sixty (60) days to commence the restoration of Property to a tenable condition. If in Landlord's sole discretion restoration cannot be completed within 180 days following such destruction, Landlord may, by written notice furnished to Tenant within thirty (30) days of such destruction, terminate this Lease, whereupon rent and all other obligations hereunder shall be adjusted between the parties as of date of such destruction. In the event the Landlord elects to complete such restoration, but fails to do so within 180 days following such destruction, this Lease may be terminated as of the date of such destruction upon written notice from either party to the other given not more than ten (10) days following expiration of said 180 day period. If such notice is not given, then this Lease shall remain in force and rent shall commence upon delivery of Property to Tenant in a tenable condition.
 - B. If Property is damaged but not rendered wholly untenable by earthquake, fire, storm, or other casualty, rent shall abate in such proportion as Property have been damaged and Landlord shall restore Property as reasonably quickly as practicable whereupon full rent shall commence.
 - C. Rent shall not abate nor shall Tenant be entitled to terminate this Lease if the damage or destruction of Property, whether total or partial, is the result of the negligence of Tenants, its contractors, employees, agents, invitees, guests, or licensees.
21. **Alteration and Improvements.** Tenant shall not make or allow to be made any alterations, physical additions, or improvements in or to Property without first obtaining Landlord's prior written consent. Landlord may grant or withhold such consent within its reasonable discretion and may impose reasonable conditions upon its consent. All costs of any such alteration, addition, or improvement shall be borne by Tenant, unless otherwise agreed in writing. The provisions of the Work Letter, attached hereto as an Exhibit and a part of this Lease, shall govern any alterations or improvements to be performed prior to the Commencement Date of this Lease.
22. **Insurance.** Tenant agrees that during the term of the Lease, Tenant will carry and maintain, at its sole cost, the following types of insurance, in the amounts specified and in the form hereinafter provided for *[Check all that apply. The sections not marked shall not be a part of this Agreement]*:
- A. General Commercial Liability Insurance (or reasonable equivalent thereto):** Such insurance shall cover Property and Tenant's use thereof against claims for personal injury, bodily injury or death, property damage and products liability occurring upon, in, or about Property. The limits of such policy shall be in such amounts as Landlord may from time to time reasonably require, but in any event not less than One Million Dollars (\$ 1,000,000.00) for each occurrence. Such insurance shall be endorsed to cover independent contractors and contractual liability. Such insurance shall extend to any liability of Tenant arising out of the indemnities provided for in this Lease.
 - B. Fire and Extended Coverage Insurance (or reasonable equivalent thereto):** Such insurance shall cover Tenant's interest in its improvements to Property, and all furniture, equipment, supplies, and other property owned, leased, held or possessed by it and contained therein. Such insurance shall coverage shall be in an amount equal to not less than 100 percent (%) of full replacement cost as updated from time to time during the term of the Lease. Tenant shall promptly provide Landlord written notice in the event of any damages to persons or property occurring on Property from fire, accident, or any other casualty.
 - C. Workers' Compensation Insurance (or reasonable equivalent thereto):** Such insurance shall include coverage as required by applicable law.

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D. Contractors Insurance (or reasonable equivalent thereto): If Tenant engages any contractor or subcontractor to construct improvements or perform any other work on Property, Tenant shall require that such contractor or subcontractor have in force commercial general liability insurance, including personal injury coverage, contractual liability coverage, completed operations coverage, property damage endorsement, and, for any work which is subcontracted, contractors' protective liability coverage, insuring against any and all liability for injury to or death of a person or persons and for damage to property occasioned by or arising out of such work. The limits of such policy for both damage to property and bodily injury to be in such amounts as Landlord may from time to time reasonably require, but in any event not less than One Million Dollars (\$ 1,000,000.00) for each occurrence. Any such contractor or subcontractor shall also be required to maintain workers' compensation insurance as required by applicable law. All insurance policies procured and maintained herein (other than workers' compensation insurance) shall name Landlord, Landlord's property manager(s), Landlord's broker(s) and Landlord's lender as additional insureds, shall be carried with insurance companies licensed to do business in the State of Georgia and having a current financial strength rating in Best's Ratings of not less than B+. Such policies shall be non-cancellable and may not be materially altered except after thirty (30) days notice to Landlord. Such insurance policies or, at Landlord's election, duly executed certificates of such policies, accompanied by proof of the premium for such insurance, shall be delivered to Landlord before the earlier of (a) the initial entry by Landlord upon Property for the installation of its equipment or improvements; or (b) the Commencement Date of the Lease. Certificates of renewal of such insurance or copies of any replacement insurance policies, accompanied by proof of payment of the premiums for such insurance, shall be delivered to Landlord at least ten (10) days before the expiration of each respective policy term. Tenant shall comply with all rules and regulations applicable to Property issued by the Board of Fire Underwriters or by any body hereinafter constituted exercising similar functions. Tenant shall not intentionally do anything, or permit anything to be done, on or about Property that might adversely affect, contravene, or impair any policies of insurance that are in force for Property or any part thereof. Tenant shall pay all costs, damages, expenses, claims, fines, or penalties incurred by Landlord or Tenant because of Tenant's failure to comply with this Paragraph. Tenant indemnifies Landlord from all liability with reference thereto.

23. **Taxes.** Tenant shall pay any and all taxes (including assessments and license fees) assessed or imposed upon Tenant's fixtures, furniture, appliances, and personal property located in Property. *[Check one. The section not marked shall not be a part of Agreement.]*

A. Landlord Pays All Property Taxes: Landlord shall pay all property taxes levied against Property. Tenant shall not pay any property taxes levied against Property.

B. Tenant Pays Increases in Property Taxes: In addition to other rent payments specified in this Lease, Tenant shall pay as additional rent its Percentage Share of the amount by which all property taxes on the Premises for each tax year exceed property taxes on Property for the tax year 2014. On or before the first day of the term of this Lease, Landlord will provide Tenant written notice of Landlord's estimate of the additional rent payable under this subparagraph. During December of each calendar year or as soon as practicable, Landlord will give Tenant written notice of its estimate of the payments to be made for the ensuing calendar year. On the first day of each month during the term of the Lease, Tenant will pay one-twelfth of the estimated amount in the manner provided in the Rent Paragraph. If notice is not given in December, Tenant will continue to pay on the basis of the prior year's estimate until the month after the notice is given. Within ninety (90) days after the close of each calendar year or as soon as practicable thereafter, Landlord will deliver to Tenant (1) a statement of property taxes for the calendar year certified by certified public accountants designated by Landlord; and (2) a statement of the payments made or to be made for the calendar year that has been prepared on the basis of the certified statement. If on the basis of those statements, Tenant owes an amount that is less than the estimated payments for the calendar year previously made by the Tenant, Landlord will pay Tenant the amount of the overpayment within thirty (30) days after delivery of those statements. If on the basis of those statements Tenant owes an amount that is more than the estimated payments for such calendar year previously made by Tenant, Tenant will pay the deficiency to Landlord within thirty (30) days after delivery of those statements. If the Lease commences on a day other than the first day of the calendar year or ends on a day other than the last day of a calendar year, the amounts payable under this subparagraph shall be prorated on the basis the number of days of Term included in the years bears to 365.

24. **Sale of Property to Tenant:** Landlord shall pay Leasing Broker a commission in the amount of n/a percent (%) and Listing Broker a commission in the amount of n/a percent (%) of the gross sales price at closing if Tenant acquires from Landlord title to Property or any part thereof or any property as an addition, expansion, or substitution for Property during the term of this Lease, any renewals thereof, or within one year after the expiration of this Lease. Such commission shall be payable in lieu of any further commission which otherwise Broker would have been due under this Lease. Notwithstanding the above, Owner shall immediately give notice to Broker if and when: (a) Owner enters into a contract to sell Property; or (b) Owner closes on the sale of Property to another.

25. **Condemnation.** If all or any part of Property are taken or appropriated by any public or quasi-public authority under the power of eminent domain, and if the remaining portion of Property is thereby rendered untenable or unusable for the purposes herein stated, this Lease shall terminate when the condemning authority takes possession, and any rent paid for any period beyond possession by the condemning authority shall be repaid to Tenant. Landlord shall receive the entire condemnation award without deduction therefrom for any interest of Tenant in Property, but Tenant shall have the right to make a separate claim with the condemning authority for, and to receive therefore, (a) any moving expenses incurred by Tenant as a result of such condemnation; (b) any costs incurred or paid by Tenant in connection with any alteration or improvement made by Tenant to Property; (c) the value of Tenant's personal property taken; (d) Tenant's loss of business income; and (e) any other separate claim which Tenant may be permitted to make under applicable law, provided that such other separate claims shall not reduce or adversely affect the amount of Landlord's award.

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26. **Disclaimer.** Tenant and Landlord acknowledge that they have not relied upon any advice, representations or statements of Brokers and waive and shall not assert any claims against Brokers involving the same. Tenant and Landlord agree that Brokers shall not be responsible to advise Tenant on any matter including but not limited to the following: any matter which could have been revealed through a survey, title search or inspection of Property; the condition of Property, any portion thereof, or any item therein; building products and construction techniques; the necessity or cost of any repairs to Property; mold; hazardous or toxic materials or substances; termites and other wood destroying organisms; the tax or legal consequences of this transaction; the availability and cost of utilities or community amenities; the appraised or future value of Property; any condition(s) existing off Property which may affect Property; the terms, conditions and availability of financing; and the uses and zoning of Property whether permitted or proposed. Tenant acknowledges that Broker is not an expert with respect to the above matters and that, if any of these matters or any other matters are of concern, Tenant should seek independent expert advice relative thereto. Tenant acknowledges that Broker shall not be responsible to monitor or supervise any portion of any construction or repairs to Property and that such tasks clearly fall outside the scope of real estate brokerage services.

27. **Other Provisions.**

A. **Time of Essence:** Time is of the essence of this Lease.

B. **No Waiver:** Any failure of Landlord to insist upon the strict and prompt performance of any covenants or conditions of this Lease or any of the rules and regulations set forth herein shall not operate as a waiver of any such violation or of Landlord's right to insist on prompt compliance in the future of such covenant or condition, and shall not prevent a subsequent action by Landlord for any such violation. No provision, covenant or condition of this Lease may be waived by Landlord unless such waiver is in writing and signed by Landlord.

C. **Definitions:** "Landlord" as used in this Lease shall include its representatives, heirs, agents, assigns, and successors in title to Premises. Broker shall be considered the authorized agent of Landlord except to the extent specifically provided for herein. The terms "Landlord" and "Tenant" shall include singular and plural, and corporations, partnerships, companies or individuals, as may fit the particular circumstances. "Common Area" means all areas and facilities located in the building or complex upon which Property is located that are provided and designated by Landlord for the general non-exclusive use of Tenant and its employees, agents, invitees, guests, or licensees, and includes *[Check all that apply. The sections not marked shall not be a part of this Agreement]:*

- | | | | |
|--|---|--|------------------------------------|
| <input type="checkbox"/> Exterior hallways | <input type="checkbox"/> Lobby | <input type="checkbox"/> Elevator | <input type="checkbox"/> Driveway |
| <input checked="" type="checkbox"/> Parking Area | <input type="checkbox"/> Terrace | <input type="checkbox"/> Loading Area | <input type="checkbox"/> Restrooms |
| <input type="checkbox"/> Trash Facilities | <input type="checkbox"/> Stairs | <input type="checkbox"/> Landscaped Area | <input type="checkbox"/> Sidewalks |
| <input checked="" type="checkbox"/> Exterior Walls | <input type="checkbox"/> Exterior Windows | <input type="checkbox"/> Other: _____ | |

"Property taxes" means any form of real or personal property taxes, assessments, special assessments, fees, charges, levies, penalties, service payments in lieu of taxes, excises, assessments, and charges for transit, housing, or any other purposes, impositions or taxes of every kind and nature whatsoever, assessed or levied by any authority having the power to tax against Property and/or Common Areas or any legal or equitable interest of Landlord in Property and/or Common Areas, whether imposed now or in the future, excepting only taxes measured by the net income of Landlord from all sources. Tenant's "Percentage Share" means the proportion that the floor area of Property bears to the floor area of the tenantable space in the building or complex. The floor area shall be measured on the basis of exterior dimensions except walls of Property which are common walls separating Property from premises occupied by other tenants. In such cases, floor area shall be measured from the centerline of the common wall. Tenant's Percentage Share in the Building or Complex is 9 percent (%).

D. **Entire Agreement:** This Lease and any attached addenda constitute the entire Agreement between the parties and no oral statement or amendment not reduced to writing and signed by both parties shall be binding.

E. **Attorney's Fees and Costs of Collection:** Whenever any sums due hereunder are collected by law, or by attorney at law to prosecute such an action, then both parties agree that the prevailing party will be entitled to reasonable attorney's fees, plus all costs of collection.

F. **Indemnification:** Tenant agrees to indemnify and hold harmless Landlord and Broker against any and all injuries, damages, losses, suits and claims against Landlord and/or Broker arising out of or related to: (a) Tenant's failure to fulfill any condition of this Lease; (b) any damage or injury happening in or to Property or to any improvements thereon as a result of the acts or omissions of Tenant or Tenant's family members, invitees or licensees; (c) Tenant's failure to comply with any requirements imposed by any governmental authority; (d) any judgment, lien or other encumbrance filed against Property as a result of Tenant's actions and any damage or injury happening in or about Property to Tenant or Tenant's family members, invitees or licensees (except if such damage or injury is caused by the intentional wrongful acts of Landlord or Broker) and Tenant covenants not to sue Landlord or Broker with respect to any of these matters. For the purpose of this paragraph, the term "Broker" shall include Broker and Broker's affiliated licensees and employees.

G. **No Partnership:** Tenant by execution of this Lease is not a partner of Landlord in the conduct of its business or otherwise, or joint venturer, or a member of any joint enterprise with Landlord.

H. **No Recordation:** Tenant shall not record this Lease nor any short form memorandum thereof without Landlord's prior written consent.

I. **Notices:**

1. **All Notices Must Be In Writing.** All notices, including, but not limited to, offers, counteroffers, acceptances, amendments, notices to terminate and demands, required or permitted hereunder shall be in writing, signed by the party giving the notice and delivered either: (a) in person; (b) by an overnight delivery service; prepaid (c) by facsimile transmission (FAX); or (d) by the United States Postal Service, postage prepaid, registered or certified return receipt requested.

(Check here if Broker can accept notice for Landlord. If this box is not checked the paragraph below shall not be a part of this Lease.)

2. **When Notice to Broker Is Notice to Client.** Except in transactions where Broker is practicing designated agency, notice to Broker shall for all purposes be deemed to be notice to the party being represented by Broker as a client. In transactions where Broker is practicing designated agency, notice to the designated agent shall be deemed to be notice to the party being represented by the designated agent. All FAX notices to Listing Broker or Leasing Broker shall be sent to their respective FAX numbers identified on the signature page of this Lease. FAX notices to the designated agent for Tenant shall be sent to the FAX number of Leasing Broker. FAX notices to the designated agent for Landlord shall be sent to the FAX number of Listing Broker. Notice to Broker shall not be deemed to be Notice to any party who is only a customer of Broker.

3. **Where Notices Should be Sent.** All FAX notices to Tenant or Landlord shall be sent to the following facsimile numbers:
Unrepresented Tenant: N/A; Unrepresented Landlord: N/A.
Notices other than by FAX shall be sent to Tenant at the address of Property and to Landlord at the address set forth below or such other address as may be specified by Landlord in a notice to Tenant: P.O. Box 348; Statesboro, GA 30459

4. **Miscellaneous.** Except as may be provided below, notices shall be deemed to be given as of the date and time they are received. The notice requirements referenced herein shall be strictly construed. Notice sent by FAX shall be deemed to be given and received as of the date and time it is transmitted provided that the sending FAX produces a written confirmation showing the correct date and time of the transmission and the telephone number reference herein to which the notice should have been sent. Any notice sent by FAX shall be sent to such other Fax number as the receiving party may from time to time specify by notice to the party sending the FAX. Any party sending notice by FAX shall send an original copy of the notice if so requested by the other party. A faxed signature of a party shall constitute an original signature binding upon the party.

J. **Governing Law:** This Agreement may be signed in multiple counterparts and shall be governed by and interpreted pursuant to the laws of the State of Georgia.

28. **Exhibits.** All exhibits attached hereto, listed below or referenced herein are made a part of this Lease. If any such exhibit conflicts with any preceding paragraph, said exhibit shall control:
Exhibit A - Showing Parcel 1A

SPECIAL STIPULATIONS: The following Special Stipulations, if conflicting with any exhibits or preceding paragraph, shall control.

1. Minimum Rent shall increase by 5% each lease each year. Tenant may terminate this lease agreement after 18 months by providing 120 days advance written notice to Landlord and provided all payments are paid in full and the space is restored to its condition at move-in if requested by Landlord, normal wear and tear accepted. Tenant shall properly maintain all HVAC systems and shall routinely replace filters on a monthly basis to prevent excessive wear and tear on the HVAC system.

2. As a condition precedent; the tenant agrees to subordinate and make inferior this lease agreement to the covenant of Use, Purpose and Ownership the Landlord entered with the United States Department of Commerce and Economic Development Administration; and to execute and all documents necessary for said subordination.

Additional Special Stipulations are or are not attached.

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IN WITNESS WHEREOF, the parties hereto have set their hand and seal the day and year first written above.

Tenant's Signature _____ Date _____

Print or Type Name CAKE, LLC

Tenant's Signature _____ Date _____

Print or Type Name _____

Tenant's E-Mail Address _____

Tenant's E-Mail Address _____

Leasing Broker Manack Signature Properties, LLC

MLS Office Code MSPRO1 Brokerage Firm License Number 48135

Broker's Phone# 912-764-4000 & FAX# 912-764-4001

By: _____
Broker or Broker's Affiliated Licensee

Print or Type Name Todd P. Manack

Broker's or Broker's Affiliated Licensee E-Mail Address todd@toddmanack.com

Leasing Agent's Georgia Real Estate License Number 154336

Multiple Listing Number n/a

Member of: Statesboro Board of REALTORS®

Landlord's Signature _____ Date _____

Print or Type Name Jan J. Moore, Mayor

Landlord's Signature _____ Date _____

Print or Type Name Sue Starling, City Clerk

Landlord's E-Mail Address _____

Landlord's E-Mail Address _____

Listing Broker Manack Signature Properties

MLS Office Code MSPRO1 Brokerage Firm License Number 48135

Broker's Phone# 912-764-4000 & FAX# 912-764-4001

By: _____
Broker or Broker's Affiliated Licensee

Print or Type Name Todd P. Manack

Broker's or Broker's Affiliated Licensee E-Mail Address todd@toddmanack.com

Leasing Agent's Georgia Real Estate License Number 154336

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PARCEL "1A" LEGAL ESCRIPTION

All that certain parcel of land lying and being in the 1209th G.M.D., Bulloch County, City of Statesboro, Georgia containing 0.037 acre and being more particularly described according to a plat prepared by John A. Dotson dated April 28, 2014 which reads as follows:

BEGINNING at a point located at the intersection of the western right-of-way of Railroad Street and the southern right-of-way of East Main Street; THENCE along the southern right-of-way of East Main Street North 72°10'30" West for a distance of 75.34 feet to a p-k nail found (PKNF); THENCE along the right-of-way North 85°15'31" West for a distance of 71.22 feet to three eights inch rebar found (3/8" RBF); THENCE along the right-of-way North 85°47'13" West for a distance of 20.01 feet to an axle found (AXLE FOUND); THENCE along the right-of-way North 86°12'08" West for a distance of 29.16 feet to a point which is the POINT OF BEGINNING.

BEGINNING at said point, THENCE South 03°48'46" West for a distance of 73.37 feet to a point; THENCE along the center of wall North 86°02'00" West for a distance of 22.26 feet to a point; THENCE North 03°48'46" East for a distance of 73.30 feet to a p-k nail found (P-KNF) which is the POINT OF BEGINNING.

Said parcel bound as follows:

NORTH by the southern right-of-way of East Main Street.

EAST by Parcel "1B", property of City of Statesboro.

SOUTH by Parcel "1B", property of City of Statesboro.

West by City of Statesboro.

RESOLUTION 2014-21: A RESOLUTION

THAT WHEREAS, In accordance with Section 1-2 of the Charter of the City of Statesboro, the Mayor and City Council is vested with authority to manage and improve, sell, convey, rent, or lease property held by the municipal corporation of the City of Statesboro;

WHEREAS, the City of Statesboro holds title to Parcel 1A of 58 East Main Street, Statesboro, Georgia, which is encumbered by Covenant of Use, Purpose and Ownership to the benefit of the United States Department of Commerce's Economic Development Administration;

WHEREAS, the City of Statesboro and CAKES LLC desire to enter into a commercial lease agreement for this parcel of property where the terms of said commercial lease have been approved per the terms of the Covenant of Use, Purpose and Ownership by the United States Department of Commerce's Economic Development Administration;

WHEREAS, a condition precedent required for the approval of this commercial lease agreement by United States Department of Commerce's Economic Development Administration is that the commercial lease agreement be subordinated to the Covenant of Use, Purpose and Ownership to the benefit of the United States Department of Commerce's Economic Development Administration

WHEREAS attached to this resolution as Exhibit A is such a copy of said subordination agreement;

NOW THEREFORE, BE IT RESOLVED by the Mayor and City Council of the City of Statesboro, Georgia as follows:

Section 1. That Mayor and City Council accept and agree to the terms and conditions contained in the subordination agreement attached as Exhibit A.

Section 2: The Mayor is hereby authorized to execute a subordination agreement with terms and conditions materially the same as the terms and conditions contained in the subordination agreement attached as Exhibit A.

Section 3. That this Resolution shall be and remain effective from and after its date of adoption

Adopted this ___ day of ____, 2014

CITY OF STATESBORO, GEORGIA

By: Jan J. Moore, Mayor

Attest: Sue Starling, City Clerk

SUBORDINATION AGREEMENT

This Agreement is made and entered into this _____ day of _____, by and between THE MAYOR AND CITY COUNCIL OF STATESBORO (“Landlord”) and CAKE, LLC (“Tenant”).

WITNESSETH:

WHEREAS, Landlord entered into a Covenant of Use, Purpose and Ownership, which is attached here as Government Exhibit A, with the United States Department of Commerce’s Economic Development Administration as part of a financial assistance award designated as EDA Award No. 14 (TBD) for financial assistance under the Public Works and Economic Development Act of 1965, as amended;

WHEREAS, Landlord has acquired title to property commonly referred to as 58 East Main subject to a commercial lease agreement, which is attached as Government Exhibit B, with the Tenant;

WHEREAS, The United States Department of Commerce’s Economic Development Administration requires as a condition of receipt of the financial assistance award designated as EDA Award No. 14 (TBD) that the commercial lease agreement attached as Government Exhibit B be subordinate to the Covenant of Use, Purpose and Ownership attached as Government Exhibit A;

WHEREAS, the parties desire to subordinate and make inferior the commercial lease agreement attached as Government Exhibit B to the Covenant of Use, Purpose and Ownership attached as Government Exhibit A; and

NOW, THEREFORE, for and in consideration of the mutual agreements set forth below and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. Tenant hereby subordinates and makes inferior the commercial lease agreement attached as Government Exhibit B to the Covenant of Use, Purpose and Ownership attached as Government Exhibit A.

2. Landlord shall be free to modify, extend or renew the Covenant of Use, Purpose and Ownership attached as Government Exhibit A, and no such modification, extensions or renewals shall impair the subordination of the commercial lease agreement attached as Government Exhibit B.

3. Wherever any notice is required or permitted hereunder, such notice shall be in writing and shall be delivered in person or sent by registered or certified mail, return receipt requested, postage prepaid, to the address set out in the execution pages below or at such other address as is specified by written notice delivered in accordance herewith. Any and all notices given by personal delivery shall be deemed received when delivered and any and all notices given by mailing shall be deemed received on the fifth calendar day following the postmark of such notice.

4. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, executors, administrators, legal representatives, successors and assigns.

EXHIBIT A

IN WITNESS WHEREOF, Landlord and Tenant have caused their duly authorized officers to execute and deliver this Agreement under seal as of the date, month and year first above written.

MAYOR AND CITY COUNCIL OF STATESBORO

BY: _____

ATTEST: _____

Signed, sealed and delivered
in the presence of:

Witness

Notary Public

CAKE, LLC

BY: _____
Shannon S. Ward, as Managing Member of
CAKE, LLC

Signed, sealed and delivered
in the presence of:

Witness

Notary Public

DOC# 003736
RECORDED IN OFFICE
6/2/2014 08:34 AM
BK=2245 PC=58-62
FILED CHARLES D. SIKES
BULLOCH COUNTY CLERK OF COURT
CLERK'S OFFICE BULLOCH

2014 JUN -2 PM 4:00

Upon recording return to:

J. Alvin Leaphart, IV, City Attorney
P.O. Box 348
Statesboro, GA 30458

C D SIKES
CLERK OF COURT

COVENANT OF USE, PURPOSE AND OWNERSHIP

This Covenant, dated this 29th day of May, 2014 is made by Georgia Southern University Research & Service Foundation, Inc., with an address of Georgia Southern University, P.O. Box 8005, Statesboro, GA 30458 ("Recipient") and the City of Statesboro, with an address of 50 East Main Street, Statesboro, GA 30458 ("Recipient"), for the benefit of the United States Department of Commerce, Economic Development Administration located at 1401 Constitution Avenue, N.W. Washington, D.C. 20230 ("EDA") with a Regional Office at 401 W. Peachtree Street, N.W., Suite 1820, Atlanta, Georgia 30308-3510.

Recipients make this Covenant based on the following:

Recipients submitted an application and subsequently were awarded a Financial Assistance Award ("Award") designated as EDA Award No. 14-(TBD) for financial assistance under the Public Works and Economic Development Act of 1965, as amended, (42 U.S.C. § 3121, as amended, et seq.) ("PWEDA").

By said Financial Assistance Award, dated (TBD), EDA offered the Award of One Million, Ninety-Seven Thousand, Three Hundred and Sixty Dollars (\$1,097,360.00) ("Award Amount") to assist in the financing the construction of the City Campus Incubator/Fab Lab ("Project") with the total Project estimated to cost \$1,892,360.00.

The Project is situated on the real property described in Exhibit "A" attached hereto and incorporated herein by this reference. All references in this Covenant to the Project include this real property.

On September 25, 2013, Recipients accepted the Award subject to certain terms and conditions, including the requirements of 13 C.F.R. Part 314, as amended.

The Award provides, inter alia, that Recipients, without EDA's prior written consent, will not sell, lease, mortgage or otherwise alienate any right to, or interest in, the Project as prescribed in 13 C.F.R. Part 314 and 15 C.F.R. Part 14. The Award and said regulations also prohibits Recipients, without EDA's prior written consent, from using the Project for purposes other than those specified in the Award and in Recipients application for the Award ("Authorized Uses".)




If Recipients desire to sell, leases, mortgage or otherwise alienate any right to or interest in the Project, the Recipients may be required to compensate EDA for the Federal Share ("Federal Share") as set forth in 13 C.F.R Part 314.

In order to assure that the benefits of EDA's Award will accrue to the public and be used as intended by both EDA and Recipients, Recipients covenant and agree to the following:

- 1.) The expected useful life of the Project is twenty (20) years.
- 2.) During the Project's expected useful life, the Project shall be used only for the purposes specified in the Award and in the application for said Award. The Project, including any interest therein, shall not be sold, leased, conveyed, encumbered, abandoned or otherwise transferred without the prior written consent of the United States Department of Commerce's Assistant Secretary of Commerce for Economic Development.
- 3.) If Recipient uses the Project for a non-Authorized use or sells, leases, conveys, encumbers, abandons or otherwise transfers any interest in the Project without the prior written consent of said Assistant Secretary, Recipient shall compensate EDA for the Federal Share. The Federal Share to be compensated to EDA shall be computed as set for the in 13 C.F.R. Part 314, as the same may be amended from time to time.
- 4.) This Covenant shall run with the land for a period of twenty (20) years from the date of this Covenant.
- 5.) Recipients agree that this Covenant is a reasonable restraint on alienation of the use, control, possession of or title to the Project and the underlying real property.

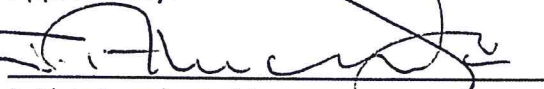
Recipients have caused this Covenant to be executed as of the above date by Recipients duly authorized representative.

Approved by:



Stephen T. Rushing
Ga. Bar No.
Attorney for Recipient (GSURSF)

Approved by:



J. Alvin Leaphart, IV
Ga. Bar No. 442799
Attorney for Recipient (City of Statesboro)

RECIPIENT

GEORGIA SOUTHERN UNIVERSITY RESEARCH AND SERVICE FOUNDATION BY:

Deborah N. Shaver

Deborah N. Shaver
Executive Director

STATE OF GEORGIA
COUNTY OF Bulloch

I hereby certify that on this day before me, Melissa H. Nease a Notary Public authorized in the State and County aforesaid to take acknowledgments, appeared Deborah N. Shaver, who is personally known to me, as Executive Director of the Georgia Southern University Research and Service Foundation, Inc., and acknowledged before me that s/he executed the same as such officer in the name of and on behalf of said Georgia Southern University Research and Service Foundation, Inc..

Witness my hand and seal in the County and State last aforesaid this 17th day of December, 2013.

Melissa H. Nease

Notary Public

My commission expires



RECIPIENT

CITY OF STATESBORO BY:

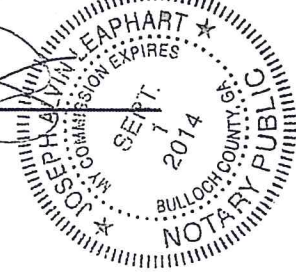
[Signature]
Jan J. Moore, Mayor of the City of Statesboro

STATE OF GEORGIA
COUNTY OF BULLOCH

I hereby certify that on this day before me Joseph Alvin Leaphart, II a Notary Public authorized in the State and County aforesaid to take acknowledgments, appeared Jan J. Moore, who is personally known to me, as the Mayor of the City of Statesboro, and acknowledged before me that he executed the same as such officer in the name of and on behalf of said City of Statesboro.

Witness my hand and seal in the County and State last aforesaid this 28th day of July, 2014.

[Signature]
Notary Public



CITY OF STATESBORO BY:

[Signature]
Sue Starling, Clerk of the City of Statesboro

STATE OF GEORGIA
COUNTY OF BULLOCH



I hereby certify that on this day before me J. Alvin Leaphart, II a Notary Public authorized in the State and County aforesaid to take acknowledgments, appeared Sue Starling, who is personally known to me, as the Clerk of the City of Statesboro, and acknowledged before me that he executed the same as such officer in the name of and on behalf of said City of Statesboro.

Witness my hand and seal in the County and State last aforesaid this 29th day of July, 2014.

[Signature]
Notary Public

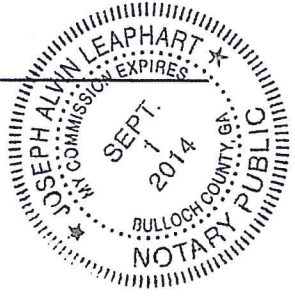


EXHIBIT A

58 Main Street, Statesboro, Georgia, more particularly described as:

All that certain lot of land located in the City of Statesboro, in the 1209th G.M. District of Bulloch County, Georgia, being more particularly described as Parcel "B" 0.221 ACRE on a plat of survey made by John A. Dotson, Registered Land Surveyor, dated February 24, 2011, and recorded in Plat Book 65, Page 122, Bulloch County Records.

62 Main Street, Statesboro, Georgia, more particularly described as:

All that certain lot of land located in the City of Statesboro, in the 1209th G.M. District of Bulloch County, Georgia, being more particularly described as follows: Commencing at a point located at the southeast intersection of East Main Street and thence running in and easterly direction along the southern boundary of East Main Street a distance of 71 feet and 2 inches to a point thence running in a southerly direction and parallel with Smith Street a distance of 130 feet to a point; thence running in an westerly direction and parallel to East Main Street a distance of 71 feet and 2 inches to a point located on the eastern boundary of Smith Street; these running in a northerly direction along the eastern boundary of Smith Street a distance of 130 feet 10 inches to the point of beginning. Said lot of land being bound now or formerly as follows: North by East Main Street a distance of 71 feet 2 inches; East by lands of D.B. Turner a distance of 130 feet; Southerly by lands of Mrs. D.B. Turner a distance of 71 feet 2 inches; and West by Smith Street a distance of 130 feet and 10 inches. Said property is more fully described on a plat of survey made by J.E. Rushing, County Supervisor, dated July 1936, and recorded in Deed Book 119, Page 164, Bulloch County Records.

COMMERCIAL LEASE AGREEMENT
(Multi-Tenant Facilities)



2014 Printing

In consideration of the mutual covenants set forth herein, this Lease (hereafter the term "Lease" and "Agreement" are used interchangeably) is entered into this date of _____ between Mayor and City Council of Statesboro, (hereinafter "Landlord") and CAKE, LLC (hereinafter "Tenant") Landlord leases to Tenant, and Tenant leases from Landlord, the Property with the following address: 58 East Main St; Parcel 1A, Statesboro, Georgia 30458 TAXPIN/ID# _____ and as more particularly described in the Legal Description Paragraph below:

Legal Description. The full legal description of the Property is:

[Select A, B or C below. The sections not marked shall not be a part of this Agreement.]

- A. attached as an exhibit hereto;
B. Identical to the legal description for the property contained in the deed recorded in Deed Book _____, Page _____, et. seq., _____ County, Georgia records;
C. described below: Land Lot(s) _____ of the _____ District, _____ Section/ GMD, Lot _____, Block _____, Unit _____, Phase/Section _____ of _____ Subdivision/Development, _____ Bulloch County, Georgia according to the plat recorded in Plat Book _____, Page _____, et. seq., _____ County, Georgia records.

- 1. Term. The initial term of this Lease shall be for 36 months beginning on the earlier of the completion of the work described in any attached Work letter or the date of 04/01/2014 ("Commencement Date"), through and including the date of 04/01/2017.
2. Possession. If Landlord is unable to deliver possession of Property on the Commencement Date, rent shall be abated on a daily basis until possession is granted.
3. Rent. Tenant shall pay base rent to Landlord without demand, deduction, or setoff in advance in the sum of \$ 650.00 Six Hundred Fifty Dollars per month on the first day of each month during the term of the Lease or any renewals thereof, at the following address: P.O Box 348 Statesboro, GA 30459 (or at such other address as may be designated from time to time by Landlord in writing).
4. Late Payment; Service Charge for Returned Checks. Rent not paid in full by the fifth day of the month shall be late. Landlord shall have no obligation to accept any rent not received by the fifth of the month.
5. Security Deposit. A. Security Deposit to be Held by Landlord or Broker: [Check one. The section not marked shall not be a part of this Agreement.]
X Landlord Holding Security Deposit.
(1) Tenant has paid to Landlord as security for Tenant's fulfillment of the conditions of this Lease a security deposit of \$ 1,200.00 One Thousand Two Hundred Dollars in [] cash, [] money order and/or [X] check ("Security Deposit").
(2) Landlord shall deposit the Security Deposit in Landlord's general account with Landlord retaining the interest if the account is interest bearing.
(3) Tenant recognizes and accepts the risk of depositing the Security Deposit with Landlord.

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- (c) The disposition of the Security Deposit is the sole responsibility of Landlord and Tenant as herein provided; and
(d) Landlord and Tenant agree to indemnify and hold harmless Broker and Broker's affiliated licensees against all claims, damages, losses, expenses or liability arising from the handling of the Security Deposit by Landlord.
- (4) Landlord shall return Security Deposit to Tenant, after deducting any sum which Tenant owes Landlord hereunder, or any sum which Landlord may expend to repair arising out of or related to Tenant's occupancy hereunder, abandonment of Property or default in this Lease (provided Landlord attempts to mitigate such actual damages), including but not limited to any repair, replacement, cleaning or painting of Property reasonably necessary due to the negligence, carelessness, accident, or abuse of Tenant or Tenant's employees, agents, invitees, guests, or licensees. In the event Landlord elects to retain any part of the Security Deposit, Landlord shall promptly provide Tenant with a written statement setting forth the reasons for the retention of any portion of the Security Deposit, including the damages for which any portion of the Security Deposit is retained. The use and application of the Security Deposit by Landlord shall be at the discretion of the Landlord. Appropriation by Landlord of all or part of the Security Deposit shall not be an exclusive remedy for Landlord, but shall be cumulative, and in addition to all remedies of Landlord at law or under this Lease. The Tenant may not apply the Security Deposit to any rent payment.

Broker Holding Security Deposit.

- (1) Tenant has paid to Broker as security for Tenant's fulfillment of the conditions of this Lease ("Security Deposit") \$ _____ Dollars in
 cash, money order and/or check.
- (2) The Broker shall deposit the Security Deposit in Broker's escrow/trust account (with Broker retaining the interest if the account is interest bearing) within five (5) banking days from the Binding Agreement Date.
- (3) Broker shall disburse the Security Deposit only as follows: (a) upon the failure of the parties to enter into a binding lease; (b) upon a subsequent written agreement signed by all parties having an interest in the funds; (c) upon order of a court or arbitrator having jurisdiction over any dispute involving the security deposit; (d) upon a reasonable interpretation of this Agreement by Broker; (e) as provided in the General Provisions section below of this Paragraph; or (f) upon the termination of the agency relationship between Landlord and Broker, in which event Broker shall only disburse the Security Deposit, to another licensed Georgia Real Estate Broker selected by Landlord unless otherwise agreed to in writing by Landlord and Tenant after notice to Broker and Tenant. Prior to disbursing the Security Deposit pursuant to a reasonable interpretation of this Agreement; Broker shall give all parties fifteen (15) days notice, stating to whom the disbursement will be made. Any party may object in writing to the disbursement, provided the objection is received by Broker prior to the end of the fifteen (15) day notice period. All objections not raised in a timely manner, shall be waived. In the event a timely objection is made, Broker shall consider the objection and shall do any or a combination of the following: (a) hold the Security Deposit for a reasonable period of time to give the parties an opportunity to resolve the dispute; (b) disburse the Security Deposit and so notify all parties; and/or (c) interplead the Security Deposit into a court of competent jurisdiction. Broker shall be reimbursed for and may deduct from any funds interpleaded its costs and expenses, including reasonable attorney's fees. The prevailing party in the interpleader action shall be entitled to collect from the other party the costs and expenses reimbursed to Broker. No party shall seek damages from Broker (nor shall Broker be liable for the same) for any matter arising out of or related to the performance of Broker's duties under this Security Deposit paragraph.

B. General Provisions Regarding Security Deposit:

- (1) In the event any Security Deposit check is not honored, for any reason, by the bank upon which it is drawn, the holder thereof shall promptly notify the other parties and Broker(s) to this Lease. Tenant shall have three (3) banking days after notice to deliver good funds to the holder. In the event Tenant does not timely deliver good funds to the holder, the Landlord shall have the right to terminate this Agreement upon written notice to the Tenant.
- (2) The entire Security Deposit, if held by Landlord, will be returned to Tenant within thirty (30) days after Property is vacated if:
(a) The term of the Lease has expired or the Lease has been terminated in writing by the mutual consent of both parties;
(b) All monies due under this Lease by Tenant have been paid;
(c) Property is not damaged and is left in its original condition, normal wear and tear excepted;
(d) All keys have been returned; and
(e) Tenant is not in default under any of the terms of this Lease.

6. Repairs and Maintenance. Tenant acknowledges that Tenant has inspected the Premises and that it is fit for its stated use. Tenant agrees that no representations regarding the Premises or the condition thereof and no promises to alter, decorate, improve, or repairs have been made by Landlord, Broker, or their agents unless specified in this Lease.

A. Duties of Landlord: Landlord shall keep the Common Areas and all major systems serving Property and/or the Common Areas in good working order and repair, normal wear and tear excepted. Upon receipt of written notice from Tenant, Landlord shall, within a reasonable time period thereafter, repair all defects in the Common Areas and those systems that are the responsibility of Landlord to maintain in good working order and repair. Landlord may change the size, use, shape, or nature of the Common Areas, so long as such change does not materially deprive Tenant of the use of Property. Landlord shall not be liable to Tenant for any damage caused by any of the above referenced systems or by water coming through or around the roof or any door, flashing, skylight, vent, window, or the like in or about Property, except if such damage is due to the gross negligence or willful misconduct of Landlord.

B. Duties of Tenant: Tenant agrees to maintain Property in good order and repair, normal wear and tear excepted. If Tenant does not promptly perform its maintenance and repair obligations as set forth herein, Landlord may make such repairs and/or replacements and Tenant shall promptly pay the costs of the same. Tenant shall additionally be responsible for the reasonable costs of repairs made necessary by the negligence or willful misconduct of Tenant (including Tenant's employees, agents, invitees, guests, or licensees).

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7. **Common Area Costs.** [Check one. The sections not marked shall not be a part of this Agreement]:

- A. Landlord Pays All Costs:** Landlord shall pay all costs for the maintenance, repair, and operation of the Common Areas. Tenant shall be responsible for any costs caused by the intentional acts, negligence, carelessness, accident, or abuse of Tenant or Tenant's employees, agents, invitees, guests, or licensees.
- B. Tenant Pays Flat Fee:** In addition to other rent payments specified in this Lease, Tenant shall pay as additional monthly rent _____ Dollars (\$ _____) for Common Area maintenance, operation, and repair costs in the manner provided in the Rent Paragraph above.
- C. Tenant Pays Adjustable Percentage Share:** In addition to other rent payments specified in this Lease, Tenant shall pay as additional rent Tenant's Percentage Share of the cost of maintenance, operation, and repair of the Common Areas for each calendar year of this Lease. On or before the first day of the term of this Lease, Landlord will provide Tenant written notice of Landlord's estimate of the additional rent payable under this subparagraph. During December of each calendar year or as soon as practicable, Landlord will give Tenant written notice of its estimate of the payments to be made for the ensuing calendar year. On the first day of each month during the term of the Lease, Tenant will pay one-twelfth of the estimated amount in the manner provided in the Rent Paragraph. If notice is not given in December, Tenant will continue to pay on the basis of the prior year's estimate until the month after the notice is given. Within ninety (90) days after the close of each calendar year or as soon as practicable thereafter, Landlord shall deliver to Tenant: (1) a statement the cost of maintenance, operation, and repair of the Common Areas for the calendar year certified by certified public accountants designated by Landlord; and (2) a statement of the payments made or to be made for the calendar year that has been prepared on the basis of the certified statement. If on the basis of those statements, Tenant owes an amount that is less than the estimated payments for the calendar year previously made by the Tenant, Landlord will pay Tenant the amount of the overpayment within thirty (30) days after delivery of those statements. If on the basis of those statements Tenant owes an amount that is more than the estimated payments for such calendar year previously made by Tenant, Tenant will pay the deficiency to Landlord within thirty (30) days after delivery of those statements. If the Lease does not commence on a day other than the first day of the calendar year or ends on a day other than the last day of a calendar year, the amounts payable under this subparagraph shall be prorated.

8. **Services.** Landlord shall provide, at Landlord's expense the following services [Check all that apply. The sections not marked shall not be a part of this Agreement]:

- General cleaning and janitorial service of the interior of Property _____ times per week
- Concierge service as follows: _____
- Parking attendant as follows: _____
- Property monitor as follows: _____
- Trash collection service _____ times per week
- Soap, paper towels, and toilet tissue for rest rooms _____ times per week
- Replacement of all light bulbs and repair and maintenance of all light fixtures located in the interior of Property.
- Other _____

Landlord shall not be liable for the nonperformance or inadequate performance of such services by third parties. Tenant shall be responsible for the costs and provision of any services that Landlord has not expressly agreed to pay for in this Lease. Tenant agrees to provide services not provided by Landlord that are necessary to keep Property in good order, condition, and repair, normal wear and tear excepted. If Tenant does not provide such services, Landlord may then provide such services and Tenant shall promptly pay Landlord the costs for such services.

9. **Utilities.** The services and/or utilities set forth below serving Property shall be paid by either the Landlord or Tenant as follows: [Check all that apply. The sections not marked shall not be a part of this Agreement.]

UTILITY	TENANT	LANDLORD	UTILITY	TENANT	LANDLORD
Water	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Sewer	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Electricity	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Natural Gas	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Garbage	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Cable Television	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Telephone	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Digital Subscriber Line	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Other _____	<input type="checkbox"/>	<input type="checkbox"/>	Other _____	<input type="checkbox"/>	<input type="checkbox"/>

Tenant shall be responsible for the costs of any utilities that Landlord has not expressly agreed to pay for in this Lease. Tenant must provide proof of payment of final bills for all utilities or service termination (cutoff) slips. Landlord may, at Landlord's option, pay utilities and be reimbursed by Tenant along with the next month's rent. Landlord shall not be liable for any interruptions or delays in the provision of utility services unless such interruptions or delays shall be caused by Landlord's gross negligence or willful misconduct.

10. **Renewal Term.** Either party may terminate this Lease at the end of the term by giving the other party sixty (60) days written notice prior to the end of the term. If neither party gives notice of termination, the Lease will automatically be extended on a month-to-month basis with all terms remaining the same except that Landlord reserves the right to increase the amount of rent upon delivery of written notice to Tenant sixty (60) days prior to the effective date of any increase. Thereafter, Tenant may terminate this Lease upon sixty (60) days written notice to Landlord and Landlord may terminate this Lease upon sixty (60) days written notice to Tenant.

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11. **Sublet and Assignment.** Tenant may not sublet Property in whole or in part or assign this Lease without the prior written consent of Landlord. This Lease shall create the relationship of Landlord and Tenant between the parties hereto; no estate shall pass out of Landlord and this Lease shall create a usufruct only. In the event Landlord shall assign this Lease, the assignee thereof shall be responsible to timely pay Brokers all commissions and other sums owed to them hereunder.

12. **Right of Access, Signage.**

- A. Landlord and Landlord's agents shall have the right of access to Property for inspection, repairs and maintenance during reasonable hours. In the case of emergency, Landlord may enter Property at any time to protect life and prevent damage to Property. Landlord and/or Landlord's agents may place a "for rent" or "for sale" sign on the interior or exterior of Property, and may show Property to prospective tenants or purchasers during reasonable hours. Tenant agrees to cooperate with Landlord, Landlord's agent and Brokers who may show Property to prospective Tenants. Tenant shall secure valuables and agrees to hold Landlord and/or Landlord's Agent harmless for any loss thereof. For each occasion where the access rights described above are denied, Tenant shall pay Landlord the sum of \$ 50.00 as liquidated damages; it being acknowledged that Landlord shall be damaged by the denial of access, that Landlord's actual damages are hard to estimate, and that the above amount represents a reasonable pre-estimate of Landlord's damages rather than a penalty.
- B. Without Landlord's prior written permission, Tenant shall not place any sign, advertising matter, or any other things of any kind on any part of the outside walls or roof of Property or on any part of the interior of Property that is visible from the exterior of Property. Tenant shall maintain all such permitted signs, advertising matter, or any other things of any kind in good condition and repair. Tenant agrees to remove at its cost all such permitted signs, advertising matter, or any other things of any kind at the end of this Lease.

13. **Use.** Property shall only be used for the purposes set out as follows: Bakery with retail sales to the public

Property shall be used so as to comply with all federal, state, county, and municipal laws and ordinances and any applicable rules and regulations. Tenant shall not use or permit Property to be used for any disorderly or unlawful purpose; nor shall Tenant engage in any activity on Property which would endanger the health and safety of other Tenants or which otherwise creates a nuisance.

14. **Agency and Brokerage.**

- A. **Agency Disclosure:** In this Agreement, the term "Broker" shall mean a licensed Georgia real estate broker or brokerage firm and, where the context would indicate, the broker's affiliated licensees. No Broker in this transaction shall owe any duty to Tenant or Landlord greater than what is set forth in their brokerage engagements and the Brokerage Relationships in Real Estate Transactions Act, O.C.G.A. § 10-6A-1 et. seq.;
1. **No Agency Relationship.** Tenant and Landlord acknowledge that, if they are not represented by a Broker, they are each solely responsible for protecting their own interests, and that Broker's role is limited to performing ministerial acts for that party.
 2. **Listing Broker.** Broker working with the Landlord is identified on the signature page as the "Listing Broker"; and said Broker is OR is not representing Landlord;
 3. **Leasing Broker.** Broker working with Tenant (including in transactions where Broker is representing Landlord) is identified on the signature page as "Leasing Broker;" and said Broker is OR is not representing Tenant; and
 4. **Dual Agency or Designated Agency.** If Tenant and Landlord are both being represented by the same Broker, a relationship of either designated agency OR dual agency shall exist.
 - a. **Dual Agency Disclosure.** [Applicable only if dual agency has been selected above.] Tenant and Landlord are aware that Broker is acting as a dual agent in this transaction and consent to the same. Tenant and Landlord have been advised that:
 - (1) In serving as a dual agent, Broker is representing two clients whose interests are or at times could be different or even adverse;
 - (2) Broker will disclose all adverse, material facts relevant to the transaction and actually known to the dual agent to all parties in the transaction except for information made confidential by request or instructions from each client which is not otherwise required to be disclosed by law;
 - (3) Tenant and Landlord do not have to consent to dual agency and, the consent of Tenant and Landlord to dual agency has been given voluntarily and the parties have read and understand their brokerage engagement agreements.
 - (4) Notwithstanding any provision to the contrary contained herein, Tenant and Landlord each hereby direct Broker, while acting as a dual agent, to keep confidential and not reveal to the other party any information which could materially and adversely affect their negotiating position.
 - b. **Designated Agency Assignment:** [Applicable only if the designated agency has been selected above] Broker has assigned _____ to work exclusively with Tenant as Tenant's designated agent and _____ to work exclusively with Owner/Landlord as Owner/Landlord's designated agent. Each designated agent shall exclusively represent the party to whom each has been assigned as a client and shall not represent in this transaction the client assigned to the other designated agent.
- B. **Material Relationship Disclosure:** The Broker and/or affiliated licensees have no material relationship with either client except as follows: none
(A material relationship means one actually known of a personal, familial or business nature between the Broker and/or affiliated licensees and a client which would impair their ability to exercise fair judgment relative to another client.)

C. Brokerage: The Brokers listed below have performed a valuable service in this transaction and are made parties hereunder to enforce their commission rights. Payment of commission to a Broker shall not create an agency or subagency relationship between Leasing Broker and either Landlord or Landlord's Broker. Landlord agrees to pay the Broker listed below and representing Landlord to lease and/or manage Property ("Listing Broker") a commission (which commission has already been negotiated in a separate agreement) of [Check one. The section not marked shall not be a part of this Agreement]:

\$ \$10 received 3/10/14 or _____ percent (%) of the total base rent to be paid under the Lease, which shall be due and payable upon occupancy.

\$ n/a or _____ percent (%) of base rents paid, which shall be due and payable upon Tenant's monthly payment of rent in the manner provided in the Rent Paragraph above.

In the event the Lease is made in cooperation with another Broker listed below as the Leasing Broker, the Listing Broker shall receive n/a percent (%) of the total real estate commission paid hereunder and the Leasing Broker shall receive n/a percent (%) of the total real estate commission paid hereunder. In the event Tenant and/or Landlord fail or refuse to perform any of their obligations herein, the non-performing party shall immediately pay the Listing Broker and the Leasing Broker their full commissions. The Listing Broker and Leasing Broker may jointly or independently pursue the non-performing party for that portion of the commission, which they would have otherwise received under the Lease.

15. Default.

A. If Tenant defaults under any term, condition or provision of this Lease, including, but not limited to, failure to pay rent or failure to reimburse Landlord for any damages, repairs or costs when due, Landlord shall have the right to terminate this Lease by giving written notice to Tenant and accelerate all remaining payments that Tenant is required to pay under this Lease. These payments shall be due and payable fifteen (15) days after Tenant receives the aforementioned notice. Landlord and Tenant acknowledge that Landlord shall be damaged by Tenant's default, that Landlord's actual damages are hard to estimate, and that the above amount represents a reasonable pre-estimate of Landlord's damages rather than a penalty. If Landlord accelerates as provided in this subparagraph, it shall seek another tenant for Property and credit any amounts received to the Tenant, less the following:

- (1) reimbursement for all expenses incurred as a result of Tenant's failure to perform its obligations under the Lease;
- (2) the costs of securing another tenant, including, but not limited to, advertising and brokerage commissions; and
- (3) the costs of altering, dividing, painting, repairing, and replacing Property to accommodate a new tenant.

Landlord's rights expressed herein are cumulative of any and all other rights expressed in this Lease. Tenant shall remain liable for rents from and after any action by Landlord under a proceeding against Tenant for holding over or distress warrant, whether or not Tenant retains the right to possession of Property.

B. If Tenant abandons Property or violates any of the Rules and Regulations set forth herein, or otherwise fails to abide by and perform any of the obligations, terms, conditions or provisions of this Lease, each and any such breach shall constitute a default under this Lease. If any such default continues for ten (10) calendar days after Landlord delivers written notice of said default to Tenant, Landlord may, at his option, terminate this Lease by delivering written notice thereof to Tenant and pursue the remedy described herein.

C. All rights and remedies available to Landlord by law or in this Lease shall be cumulative and concurrent.

16. Rules and Regulations.

A. Tenant is prohibited from adding, changing or in any way altering locks installed on the doors of Property without prior written permission of Landlord. If all keys to Property are not returned when Tenant vacates Property, Landlord may charge a re-key charge in the amount of \$ 100.00.

B. Motor vehicles with expired or missing license plates, non-operative vehicles, boats, trailers, RVs and campers are not permitted on Property. Any such vehicle may be removed by Landlord at the expense of Tenant, for storage or for public or private sale, at Landlord's option, and Tenant shall have no right or recourse against Landlord thereafter.

C. No goods or materials of any kind or description, which are combustible or would increase fire risk shall be kept in or placed on Property (except for goods and materials typically found in a general office use provided that the same are limited in quantity to that normally found in such use).

D. No nails, screws or adhesive hangers except standard picture hooks, shade brackets and curtain rod brackets may be placed in walls, woodwork or any part of Property.

E. Tenant shall not place any objects or personal property on Property in a manner that is inconsistent with the load limits of Property. Tenant shall consult Landlord before placing any heavy furniture, file cabinets, or other equipment in Property.

F. Landlord shall provide heating and air conditioning to Property between ___ a.m. and ___ p.m., Monday to Friday (excluding public holidays); between ___ a.m. and ___ p.m., Saturday; and between ___ a.m. and ___ p.m., Sunday. Tenant shall notify Landlord by 4 p.m. of the preceding day of any requests for overtime heating and air conditioning. Landlord may charge Tenant its reasonable costs of providing such overtime heating and air conditioning.

G. Tenant shall not, without Landlord's prior written consent, use any equipment which uses electric current in excess of 110 volts, which will increase the amount of electricity ordinarily furnished for use of Property as general office space, or which require clean circuits or other distribution circuits.

H. Landlord may establish additional reasonable Rules and Regulations concerning the maintenance, use, and operation of Property. Amendments and additions to the Rules and Regulations shall be effective upon delivery of a copy thereof to Tenant.

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17. **Abandonment.** If Tenant removes or attempts to remove personal property from Property other than in the usual course of continuing occupancy, without having first paid Landlord all monies due, Property may be considered abandoned, and Landlord shall have the right, without notice, to store or dispose of any personal property left on Property by Tenant. Landlord shall also have the right to store or dispose of any of Tenant's personal property remaining on Property after the termination of this Lease. Any such personal property shall become Landlord's personal property.
18. **Estoppel Certificate.** Tenant shall, from time to time, upon Landlord's request execute, acknowledge, and deliver to Landlord, within ten days of such request, a certificate certifying: (a) that this Lease is unmodified and in full force and effect (or if there has been modification thereof, that the same is in full force and effect as modified and stating the nature thereof); (b) that to the best of its knowledge there are no uncured defects on the part of the Landlord (or if any such defaults exist, a specific description thereof); (c) the date to which any rents or other charges have been paid in advance; and (d) any other reasonable matters requested by Landlord. Landlord and any prospective purchaser or transferee of Landlord's interest hereunder or any then existing or prospective mortgagee or grantee of any deed to secure debt may rely on such certificates.
19. **Property Loss.** Storage of personal property by Tenant shall be at Tenant's risk and Landlord shall not be responsible for any loss or damage. Tenant shall be responsible to insure Tenant's personal property against loss or damage. Landlord shall not be responsible or any damage to Tenant's property, unless such damage is caused by Landlord's gross negligence or willful misconduct.
20. **Destruction of Property.**
- A. If earthquake, fire, storm, or other casualty shall totally destroy (or so substantially damage as to be untenable) Property, rent shall abate from the date of such destruction. Landlord shall have sixty (60) days to commence the restoration of Property to a tenable condition. If in Landlord's sole discretion restoration cannot be completed within 180 days following such destruction, Landlord may, by written notice furnished to Tenant within thirty (30) days of such destruction, terminate this Lease, whereupon rent and all other obligations hereunder shall be adjusted between the parties as of date of such destruction. In the event the Landlord elects to complete such restoration, but fails to do so within 180 days following such destruction, this Lease may be terminated as of the date of such destruction upon written notice from either party to the other given not more than ten (10) days following expiration of said 180 day period. If such notice is not given, then this Lease shall remain in force and rent shall commence upon delivery of Property to Tenant in a tenable condition.
 - B. If Property is damaged but not rendered wholly untenable by earthquake, fire, storm, or other casualty, rent shall abate in such proportion as Property have been damaged and Landlord shall restore Property as reasonably quickly as practicable whereupon full rent shall commence.
 - C. Rent shall not abate nor shall Tenant be entitled to terminate this Lease if the damage or destruction of Property, whether total or partial, is the result of the negligence of Tenants, its contractors, employees, agents, invitees, guests, or licensees.
21. **Alteration and Improvements.** Tenant shall not make or allow to be made any alterations, physical additions, or improvements in or to Property without first obtaining Landlord's prior written consent. Landlord may grant or withhold such consent within its reasonable discretion and may impose reasonable conditions upon its consent. All costs of any such alteration, addition, or improvement shall be borne by Tenant, unless otherwise agreed in writing. The provisions of the Work Letter, attached hereto as an Exhibit and a part of this Lease, shall govern any alterations or improvements to be performed prior to the Commencement Date of this Lease.
22. **Insurance.** Tenant agrees that during the term of the Lease, Tenant will carry and maintain, at its sole cost, the following types of insurance, in the amounts specified and in the form hereinafter provided for *[Check all that apply. The sections not marked shall not be a part of this Agreement]*:
- A. General Commercial Liability Insurance (or reasonable equivalent thereto):** Such insurance shall cover Property and Tenant's use thereof against claims for personal injury, bodily injury or death, property damage and products liability occurring upon, in, or about Property. The limits of such policy shall be in such amounts as Landlord may from time to time reasonably require, but in any event not less than One Million Dollars (\$ 1,000,000.00) for each occurrence. Such insurance shall be endorsed to cover independent contractors and contractual liability. Such insurance shall extend to any liability of Tenant arising out of the indemnities provided for in this Lease.
 - B. Fire and Extended Coverage Insurance (or reasonable equivalent thereto):** Such insurance shall cover Tenant's interest in its improvements to Property, and all furniture, equipment, supplies, and other property owned, leased, held or possessed by it and contained therein. Such insurance shall coverage shall be in an amount equal to not less than 100 percent (%) of full replacement cost as updated from time to time during the term of the Lease. Tenant shall promptly provide Landlord written notice in the event of any damages to persons or property occurring on Property from fire, accident, or any other casualty.
 - C. Workers' Compensation Insurance (or reasonable equivalent thereto):** Such insurance shall include coverage as required by applicable law.

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D. Contractors Insurance (or reasonable equivalent thereto): If Tenant engages any contractor or subcontractor to construct improvements or perform any other work on Property, Tenant shall require that such contractor or subcontractor have in force commercial general liability insurance, including personal injury coverage, contractual liability coverage, completed operations coverage, property damage endorsement, and, for any work which is subcontracted, contractors' protective liability coverage, insuring against any and all liability for injury to or death of a person or persons and for damage to property occasioned by or arising out of such work. The limits of such policy for both damage to property and bodily injury to be in such amounts as Landlord may from time to time reasonably require, but in any event not less than One Million Dollars (\$ 1,000,000.00) for each occurrence. Any such contractor or subcontractor shall also be required to maintain workers' compensation insurance as required by applicable law. All insurance policies procured and maintained herein (other than workers' compensation insurance) shall name Landlord, Landlord's property manager(s), Landlord's broker(s) and Landlord's lender as additional insureds, shall be carried with insurance companies licensed to do business in the State of Georgia and having a current financial strength rating in Best's Ratings of not less than B+. Such policies shall be non-cancellable and may not be materially altered except after thirty (30) days notice to Landlord. Such insurance policies or, at Landlord's election, duly executed certificates of such policies, accompanied by proof of the premium for such insurance, shall be delivered to Landlord before the earlier of (a) the initial entry by Landlord upon Property for the installation of its equipment or improvements; or (b) the Commencement Date of the Lease. Certificates of renewal of such insurance or copies of any replacement insurance policies, accompanied by proof of payment of the premiums for such insurance, shall be delivered to Landlord at least ten (10) days before the expiration of each respective policy term. Tenant shall comply with all rules and regulations applicable to Property issued by the Board of Fire Underwriters or by any body hereinafter constituted exercising similar functions. Tenant shall not intentionally do anything, or permit anything to be done, on or about Property that might adversely affect, contravene, or impair any policies of insurance that are in force for Property or any part thereof. Tenant shall pay all costs, damages, expenses, claims, fines, or penalties incurred by Landlord or Tenant because of Tenant's failure to comply with this Paragraph. Tenant indemnifies Landlord from all liability with reference thereto.

23. **Taxes.** Tenant shall pay any and all taxes (including assessments and license fees) assessed or imposed upon Tenant's fixtures, furniture, appliances, and personal property located in Property. *[Check one. The section not marked shall not be a part of Agreement.]*

A. Landlord Pays All Property Taxes: Landlord shall pay all property taxes levied against Property. Tenant shall not pay any property taxes levied against Property.

B. Tenant Pays Increases in Property Taxes: In addition to other rent payments specified in this Lease, Tenant shall pay as additional rent its Percentage Share of the amount by which all property taxes on the Premises for each tax year exceed property taxes on Property for the tax year 2014. On or before the first day of the term of this Lease, Landlord will provide Tenant written notice of Landlord's estimate of the additional rent payable under this subparagraph. During December of each calendar year or as soon as practicable, Landlord will give Tenant written notice of its estimate of the payments to be made for the ensuing calendar year. On the first day of each month during the term of the Lease, Tenant will pay one-twelfth of the estimated amount in the manner provided in the Rent Paragraph. If notice is not given in December, Tenant will continue to pay on the basis of the prior year's estimate until the month after the notice is given. Within ninety (90) days after the close of each calendar year or as soon as practicable thereafter, Landlord will deliver to Tenant (1) a statement of property taxes for the calendar year certified by certified public accountants designated by Landlord; and (2) a statement of the payments made or to be made for the calendar year that has been prepared on the basis of the certified statement. If on the basis of those statements, Tenant owes an amount that is less than the estimated payments for the calendar year previously made by the Tenant, Landlord will pay Tenant the amount of the overpayment within thirty (30) days after delivery of those statements. If on the basis of those statements Tenant owes an amount that is more than the estimated payments for such calendar year previously made by Tenant, Tenant will pay the deficiency to Landlord within thirty (30) days after delivery of those statements. If the Lease commences on a day other than the first day of the calendar year or ends on a day other than the last day of a calendar year, the amounts payable under this subparagraph shall be prorated on the basis the number of days of Term included in the years bears to 365.

24. **Sale of Property to Tenant:** Landlord shall pay Leasing Broker a commission in the amount of n/a percent (%) and Listing Broker a commission in the amount of n/a percent (%) of the gross sales price at closing if Tenant acquires from Landlord title to Property or any part thereof or any property as an addition, expansion, or substitution for Property during the term of this Lease, any renewals thereof, or within one year after the expiration of this Lease. Such commission shall be payable in lieu of any further commission which otherwise Broker would have been due under this Lease. Notwithstanding the above, Owner shall immediately give notice to Broker if and when: (a) Owner enters into a contract to sell Property; or (b) Owner closes on the sale of Property to another.

25. **Condemnation.** If all or any part of Property are taken or appropriated by any public or quasi-public authority under the power of eminent domain, and if the remaining portion of Property is thereby rendered untenable or unusable for the purposes herein stated, this Lease shall terminate when the condemning authority takes possession, and any rent paid for any period beyond possession by the condemning authority shall be repaid to Tenant. Landlord shall receive the entire condemnation award without deduction therefrom for any interest of Tenant in Property, but Tenant shall have the right to make a separate claim with the condemning authority for, and to receive therefore, (a) any moving expenses incurred by Tenant as a result of such condemnation; (b) any costs incurred or paid by Tenant in connection with any alteration or improvement made by Tenant to Property; (c) the value of Tenant's personal property taken; (d) Tenant's loss of business income; and (e) any other separate claim which Tenant may be permitted to make under applicable law, provided that such other separate claims shall not reduce or adversely affect the amount of Landlord's award.

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26. **Disclaimer.** Tenant and Landlord acknowledge that they have not relied upon any advice, representations or statements of Brokers and waive and shall not assert any claims against Brokers involving the same. Tenant and Landlord agree that Brokers shall not be responsible to advise Tenant on any matter including but not limited to the following: any matter which could have been revealed through a survey, title search or inspection of Property; the condition of Property, any portion thereof, or any item therein; building products and construction techniques; the necessity or cost of any repairs to Property; mold; hazardous or toxic materials or substances; termites and other wood destroying organisms; the tax or legal consequences of this transaction; the availability and cost of utilities or community amenities; the appraised or future value of Property; any condition(s) existing off Property which may affect Property; the terms, conditions and availability of financing; and the uses and zoning of Property whether permitted or proposed. Tenant acknowledges that Broker is not an expert with respect to the above matters and that, if any of these matters or any other matters are of concern, Tenant should seek independent expert advice relative thereto. Tenant acknowledges that Broker shall not be responsible to monitor or supervise any portion of any construction or repairs to Property and that such tasks clearly fall outside the scope of real estate brokerage services.

27. **Other Provisions.**

A. **Time of Essence:** Time is of the essence of this Lease.

B. **No Waiver:** Any failure of Landlord to insist upon the strict and prompt performance of any covenants or conditions of this Lease or any of the rules and regulations set forth herein shall not operate as a waiver of any such violation or of Landlord's right to insist on prompt compliance in the future of such covenant or condition, and shall not prevent a subsequent action by Landlord for any such violation. No provision, covenant or condition of this Lease may be waived by Landlord unless such waiver is in writing and signed by Landlord.

C. **Definitions:** "Landlord" as used in this Lease shall include its representatives, heirs, agents, assigns, and successors in title to Premises. Broker shall be considered the authorized agent of Landlord except to the extent specifically provided for herein. The terms "Landlord" and "Tenant" shall include singular and plural, and corporations, partnerships, companies or individuals, as may fit the particular circumstances. "Common Area" means all areas and facilities located in the building or complex upon which Property is located that are provided and designated by Landlord for the general non-exclusive use of Tenant and its employees, agents, invitees, guests, or licensees, and includes [Check all that apply. The sections not marked shall not be a part of this Agreement]:

- | | | | |
|--|---|--|------------------------------------|
| <input type="checkbox"/> Exterior hallways | <input type="checkbox"/> Lobby | <input type="checkbox"/> Elevator | <input type="checkbox"/> Driveway |
| <input checked="" type="checkbox"/> Parking Area | <input type="checkbox"/> Terrace | <input type="checkbox"/> Loading Area | <input type="checkbox"/> Restrooms |
| <input type="checkbox"/> Trash Facilities | <input type="checkbox"/> Stairs | <input type="checkbox"/> Landscaped Area | <input type="checkbox"/> Sidewalks |
| <input checked="" type="checkbox"/> Exterior Walls | <input type="checkbox"/> Exterior Windows | <input type="checkbox"/> Other: _____ | |

"Property taxes" means any form of real or personal property taxes, assessments, special assessments, fees, charges, levies, penalties, service payments in lieu of taxes, excises, assessments, and charges for transit, housing, or any other purposes, impositions or taxes of every kind and nature whatsoever, assessed or levied by any authority having the power to tax against Property and/or Common Areas or any legal or equitable interest of Landlord in Property and/or Common Areas, whether imposed now or in the future, excepting only taxes measured by the net income of Landlord from all sources. Tenant's "Percentage Share" means the proportion that the floor area of Property bears to the floor area of the tenantable space in the building or complex. The floor area shall be measured on the basis of exterior dimensions except walls of Property which are common walls separating Property from premises occupied by other tenants. In such cases, floor area shall be measured from the centerline of the common wall. Tenant's Percentage Share in the Building or Complex is 9 percent (%).

D. **Entire Agreement:** This Lease and any attached addenda constitute the entire Agreement between the parties and no oral statement or amendment not reduced to writing and signed by both parties shall be binding.

E. **Attorney's Fees and Costs of Collection:** Whenever any sums due hereunder are collected by law, or by attorney at law to prosecute such an action, then both parties agree that the prevailing party will be entitled to reasonable attorney's fees, plus all costs of collection.

F. **Indemnification:** Tenant agrees to indemnify and hold harmless Landlord and Broker against any and all injuries, damages, losses, suits and claims against Landlord and/or Broker arising out of or related to: (a) Tenant's failure to fulfill any condition of this Lease; (b) any damage or injury happening in or to Property or to any improvements thereon as a result of the acts or omissions of Tenant or Tenant's family members, invitees or licensees; (c) Tenant's failure to comply with any requirements imposed by any governmental authority; (d) any judgment, lien or other encumbrance filed against Property as a result of Tenant's actions and any damage or injury happening in or about Property to Tenant or Tenant's family members, invitees or licensees (except if such damage or injury is caused by the intentional wrongful acts of Landlord or Broker) and Tenant covenants not to sue Landlord or Broker with respect to any of these matters. For the purpose of this paragraph, the term "Broker" shall include Broker and Broker's affiliated licensees and employees.

G. **No Partnership:** Tenant by execution of this Lease is not a partner of Landlord in the conduct of its business or otherwise, or joint venturer, or a member of any joint enterprise with Landlord.

H. **No Recordation:** Tenant shall not record this Lease nor any short form memorandum thereof without Landlord's prior written consent.

I. **Notices:**

1. **All Notices Must Be In Writing.** All notices, including, but not limited to, offers, counteroffers, acceptances, amendments, notices to terminate and demands, required or permitted hereunder shall be in writing, signed by the party giving the notice and delivered either: (a) in person; (b) by an overnight delivery service; prepaid (c) by facsimile transmission (FAX); or (d) by the United States Postal Service, postage prepaid, registered or certified return receipt requested.

(Check here if Broker can accept notice for Landlord. If this box is not checked the paragraph below shall not be a part of this Lease.)

THIS FORM IS COPYRIGHTED AND MAY ONLY BE USED IN REAL ESTATE TRANSACTIONS IN WHICH Todd Manack IS INVOLVED AS A REAL ESTATE LICENSEE. UNAUTHORIZED USE OF THE FORM MAY RESULT IN LEGAL SANCTIONS BEING BROUGHT AGAINST THE USER AND SHOULD BE REPORTED TO THE GEORGIA ASSOCIATION OF REALTORS® AT (770) 451-1831.

2. **When Notice to Broker is Notice to Client.** Except in transactions where Broker is practicing designated agency, notice to Broker shall for all purposes be deemed to be notice to the party being represented by Broker as a client. In transactions where Broker is practicing designated agency, notice to the designated agent shall be deemed to be notice to the party being represented by the designated agent. All FAX notices to Listing Broker or Leasing Broker shall be sent to their respective FAX numbers identified on the signature page of this Lease. FAX notices to the designated agent for Tenant shall be sent to the FAX number of Leasing Broker. FAX notices to the designated agent for Landlord shall be sent to the FAX number of Listing Broker. Notice to Broker shall not be deemed to be Notice to any party who is only a customer of Broker.

3. **Where Notices Should be Sent.** All FAX notices to Tenant or Landlord shall be sent to the following facsimile numbers: Unrepresented Tenant: N/A; Unrepresented Landlord: N/A. Notices other than by FAX shall be sent to Tenant at the address of Property and to Landlord at the address set forth below or such other address as may be specified by Landlord in a notice to Tenant: P.O. Box 348; Statesboro, GA 30459

4. **Miscellaneous.** Except as may be provided below, notices shall be deemed to be given as of the date and time they are received. The notice requirements referenced herein shall be strictly construed. Notice sent by FAX shall be deemed to be given and received as of the date and time it is transmitted provided that the sending FAX products a written confirmation showing the correct date and time of the transmission and the telephone number reference herein to which the notice should have been sent. Any notice sent by FAX shall be sent to such other Fax number as the receiving party may from time to time specify by notice to the party sending the FAX. Any party sending notice by FAX shall send an original copy of the notice if so requested by the other party. A faxed signature of a party shall constitute an original signature binding upon the party.

J. **Governing Law:** This Agreement may be signed in multiple counterparts and shall be governed by and interpreted pursuant to the laws of the State of Georgia.

28. **Exhibits.** All exhibits attached hereto, listed below or referenced herein are made a part of this Lease. If any such exhibit conflicts with any preceding paragraph, said exhibit shall control:
Exhibit A - Showing Parcel 1A

SPECIAL STIPULATIONS: The following Special Stipulations, if conflicting with any exhibits or preceding paragraph, shall control.

1. **Minimum Rent shall increase by 5% each lease each year. Tenant may terminate this lease agreement after 18 months by providing 120 days advance written notice to Landlord and provided all payments are paid in full and the space is restored to its condition at move-in if requested by Landlord, normal wear and tear accepted. Tenant shall properly maintain all HVAC systems and shall routinely replace filters on a monthly basis to prevent excessive wear and tear on the HVAC system.**

2. **As a condition precedent; the tenant agrees to subordinate and make inferior this lease agreement to the covenant of Use, Purpose and Ownership the Landlord entered with the United States Department of Commerce and Economic Development Administration; and to execute and and all documents necessary for said subordination.**

Additional Special Stipulations are or are not attached.

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CF10, Commercial Lease Agreement (Multi-Tenant Facilities), Page 9 of 11, 01/01/14

IN WITNESS WHEREOF, the parties hereto have set their hand and seal the day and year first written above.

Tenant's Signature _____ Date _____

_____ **CAKE, LLC** _____
Print or Type Name

Tenant's Signature _____ Date _____

_____ _____
Print or Type Name

Tenant's E-Mail Address _____

Tenant's E-Mail Address _____

_____ **Manack Signature Properties, LLC** _____
Leasing Broker

_____ **MSPRO1** _____ **48135** _____
MLS Office Code Brokerage Firm License Number

Broker's Phone# **912-764-4000** & FAX# **912-764-4001**

By: _____
Broker or Broker's Affiliated Licensee

_____ **Todd P. Manack** _____
Print or Type Name

_____ **todd@toddmanack.com** _____
Broker's or Broker's Affiliated Licensee E-Mail Address

_____ **154336** _____
Leasing Agent's Georgia Real Estate License Number

Multiple Listing Number _____ **n/a** _____

Member of: _____ **Statesboro Board** _____ of REALTORS®

Landlord's Signature _____ Date _____

_____ **Jan J. Moore, Mayor** _____
Print or Type Name

Landlord's Signature _____ Date _____

_____ **Sue Starling, City Clerk** _____
Print or Type Name

Landlord's E-Mail Address _____

Landlord's E-Mail Address _____

_____ **Manack Signature Properties** _____
Listing Broker

_____ **MSPRO1** _____ **48135** _____
MLS Office Code Brokerage Firm License Number

Broker's Phone# **912-764-4000** & FAX# **912-764-4001**

By: _____
Broker or Broker's Affiliated Licensee

_____ **Todd P. Manack** _____
Print or Type Name

_____ **todd@toddmanack.com** _____
Broker's or Broker's Affiliated Licensee E-Mail Address

_____ **154336** _____
Leasing Agent's Georgia Real Estate License Number

Multiple Listing Number _____ _____

Member of: _____ **Statesboro Board** _____ of REALTORS®

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PARCEL "1A" LEGAL ESCRIPTION

All that certain parcel of land lying and being in the 1209th G.M.D., Bulloch County, City of Statesboro, Georgia containing 0.037 acre and being more particularly described according to a plat prepared by John A. Dotson dated April 28, 2014 which reads as follows:

BEGINNING at a point located at the intersection of the western right-of-way of Railroad Street and the southern right-of-way of East Main Street; THENCE along the southern right-of-way of East Main Street North 72°10'30" West for a distance of 75.34 feet to a p-k nail found (PKNF); THENCE along the right-of-way North 85°15'31" West for a distance of 71.22 feet to three eights inch rebar found (3/8" RBF); THENCE along the right-of-way North 85°47'13" West for a distance of 20.01 feet to an axle found (AXLE FOUND); THENCE along the right-of-way North 86°12'08" West for a distance of 29.16 feet to a point which is the POINT OF BEGINNING.

BEGINNING at said point, THENCE South 03°48'46" West for a distance of 73.37 feet to a point; THENCE along the center of wall North 86°02'00" West for a distance of 22.26 feet to a point; THENCE North 03°48'46" East for a distance of 73.30 feet to a p-k nail found (P-KNF) which is the POINT OF BEGINNING.

Said parcel bound as follows:

NORTH by the southern right-of-way of East Main Street.

EAST by Parcel "1B", property of City of Statesboro.

SOUTH by Parcel "1B", property of City of Statesboro.

West by City of Statesboro.

RESOLUTION 2014-24:

A RESOLUTION TO CLOSE CRESCENT CIRCLE AND A PORTION OF NORTH CRESCENT

THAT WHEREAS, OCGA § 36-34-3 vests the Mayor and City Council of Statesboro authority to close public streets and alleys when it finds that a closure of a public street or alley to be in the interest of the public at large;

WHEREAS, Crescent Circle and a portion of N. Crescent that is the subject of this resolution is identified on the Attached Exhibit A.

WHEREAS, a Public Hearing on this matter was held on June 17, 2014 before the Mayor and City Council;

NOW THEREFORE, BE IT RESOLVED by the Mayor and City Council of the City of Statesboro, Georgia as follows:

Section 1. The Mayor of City Council make the following findings of fact based on the evidence presented at the Public Hearing that was held on June 17, 2014. The Mayor and City Council agree with the City Engineers analysis. The current layout of these streets often causes confusion for drivers because Crescent Circle extends directly into a private parking lot. The current circular configuration of the streets serves little public purpose because the majority of the property owners along the streets are now owned by a single entity instead of individual homeowners. Thus, the city is utilizing public funding and personnel to maintain a roadway that is rarely used by the travelling public.

Section 2. The Mayor and City Council should retain appropriate easements in the property, and grant appropriate easements to others prior to quitclaiming the City's interest in the property to the various adjoining landowners.

Section 3. Based on the above finding of fact the Mayor and City Council finds that the closing of these roadways identified in Exhibit A is for the benefit of the public at large, and hereby authorize the Mayor to execute any documents necessary to retain needed easements in the property; grant appropriate easements in the property to others, determine the fair market value of any interest in land conveyed to an adjoining property owner, and to execute any documents necessary to convey the City's remaining interests in the property to the adjoining landowners.

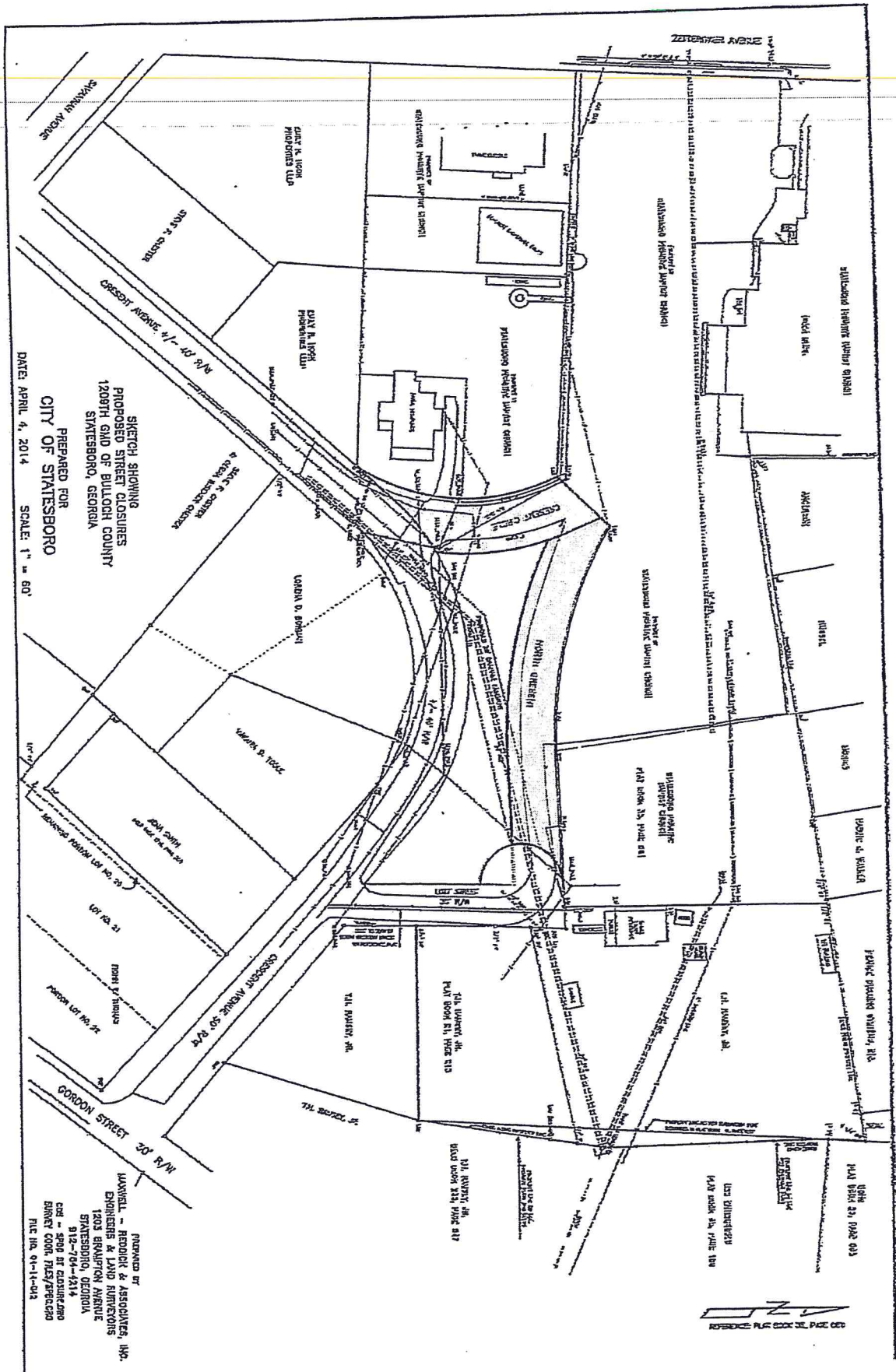
Section 4. That this Resolution shall be and remain effective from and after its date of adoption

Adopted this ___st day of ____, 2014

CITY OF STATESBORO, GEORGIA

By: Jan J. Moore, Mayor

Attest: Sue Starling, City Clerk



SKETCH SHOWING
 PROPOSED STREET CLOSURES
 1209TH AND 1210TH GADSD OF BILLCLOTH COUNTY
 STATESBORO, GEORGIA
 PREPARED FOR
 CITY OF STATESBORO
 DATE: APRIL 4, 2014 SCALE: 1" = 60'

PREPARED BY
 LAMWELL - REDDICK & ASSOCIATES, INC.
 ENGINEERS & LAND SURVEYORS
 1203 BRANTFORD AVENUE
 STATESBORO, GEORGIA
 912-704-4214
 CADD - 5200 BT CLOSURE/2010
 BUREAU CORR. FILE/2010/002
 FILE NO. 91-1-012



Resolution 2014-22: A RESOLUTION ACCEPTING RIGHT OF WAY OF AMERICAN WAY AS A PUBLIC STREET TO BE OWNED AND MAINTAINED BY THE CITY OF STATESBORO, GEORGIA.

WHEREAS, Drayton-Parker Companies, LLC and William E. Simmons are the owners of one street segment known as American Way, and wishes to convey said street to the City of Statesboro; and

WHEREAS, with the planned growth of the surrounding area, the City believes it is in the best interest of the public for those roads to be public streets, owned and maintained by the City;

NOW THEREFORE, BE IT RESOLVED, by the Mayor and City Council of the City of Statesboro, Georgia, in regular session assembled this _____ day of _____, 2014, as follows:

Section 1. That American Way is hereby formally accepted by dedication to the City of Statesboro as a public street and rights of way to be owned and maintained by the City of Statesboro.

Section 2. That this Resolution authorize and direct the Mayor of the City of Statesboro, Georgia to accept the dedication of the following described property by virtue of a right of way deed.

Section 3. All of that certain tract or parcel of land situate, lying and being in the 1209th G. M. District of Bulloch County, Georgia, and in the City of Statesboro, being that certain 50' right-of-way of American Way, containing 0.569 acres, more or less, as more particularly shown on a plat prepared by Thomas & Hutton, Georgia Registered Land Surveyors, dated November 20, 2013, and recorded in Plat Book 65, Page 388, Bulloch County records.

The above referenced plat and the description thereon are by reference incorporated herein for all purposes of this description.

Section 4. That this Resolution shall be and remain in full force and effect from and after its date of adoption.

Passed and adopted this _____ day of _____, 2014.

THE CITY OF STATESBORO, GEORGIA.

By: _____
Jan J. Moore, Mayor

Attest: _____
Sue Starling, City Clerk

Request for Street Dedication

The undersigned owner(s)/developer(s)/authorized agent(s) requests to dedicate to the City of Statesboro the STREET described below:

Street Name: American Way

Starting at Point: Intersection of Brampton Ave. and American Way

Ending at Point: Right-of-Way termination on Lot 2

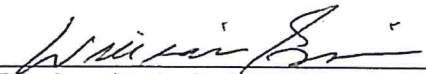
Length (in feet): +/- 468 feet

Width of Right-of-Way (in feet): 50' width to be dedicated in 2 pieces, 40' width and 10' width.
See deeds for additional detail

Name of Subdivision: Lots 1 and 2

Plat Book Number and Page Number (for final subdivision plat): Plat Book 65, Page 388

I fully understand and agree that the street described above becomes a City maintained street only after the City approves the dedication request and declares to accept it as part of the City street system.



Owner/Developer/Authorized Agent

6.23-14
Date

After recording please return to:
City of Statesboro Engineering Dept.
Post Office Box 348
50 East Main Street
Statesboro, GA 30458

State of Georgia
County of Bulloch

Right-of-Way Deed

THIS INDENTURE, made this 23 day of June, 2014 between WILLIAM E. SIMMONS, an Individual, as party of the first part, hereinafter called Grantor, and THE MAYOR AND CITY COUNCIL OF STATESBORO, as party of the second part, hereinafter called Grantee, the words "Grantor" and "Grantee" to include their respective heirs, and assigns where the context requires or permits;

WITNESSETH that Grantor, for and in consideration of the sum of One Dollar (\$1.00) and other good consideration shown, in hand paid at and before the sealing and delivery of these presents, the receipt whereof is hereby acknowledged, has granted, bargained, sold, aliened, conveyed, dedicated, and confirmed, and by these presents does grant, bargain, sell alien, convey, dedicate, and confirm unto the said Grantee, all of the following described property, to wit:

A tract of land shown as 0.427 AC (WILLIAM E. SIMMONS) Right of Way on a plat prepared by Thomas & Hutton, Robert K. Morgan, III, GRLS 3087 dated November 20, 2013, recorded in Plat Book 65, Page 388, Bulloch County records and more particularly described as follows:

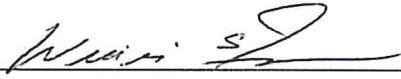
Beginning at a concrete monument found on the northern right-of-way of Veterans Memorial Parkway having GA East Zone State Plane Coordinates of N 875,381.04 E 778,540.89; Thence N 36° 17' 44" E a distance of 77.89' to a concrete monument found; thence along an arc of a curve to the left with a radius of 3472.04', a chord length of 83.95', a chord bearing of N 03° 58' 24" W, and a chord distance of 83.95'; thence along an arc of a curve to the left with a radius of 3472.04', a chord length of 136.02', a chord bearing of N 05° 46' 19" W, and a chord distance of 136.03'; thence along an arc of a curve to the left with a radius of 3472.04', an arc length of 10.00', a chord bearing of N 06° 58' 36" W, and a chord length of 10.00' to the POINT OF BEGINNING. Thence S 84° 24' 41" W a distance of 462.04'; thence N 15° 35' 14" W a distance of 40.62' thence N 84° 24' 41" E a distance of 467.83'; thence along an arc of a curve to the right with a radius of 3472.05', an arc length of 40.02', a chord bearing of S 07° 23' 11" E, and a chord distance of 40.02' to the POINT OF BEGINNING.

TO HAVE AND TO HOLD the said tract or parcel of land with all and singular the rights, members and appurtenances thereof, to the same being, belonging or in any way appertaining, to the only proper use, benefit and behoof of the said Grantee forever in fee simple.

AND THE SAID Grantor will warrant and forever defend the right and title to the above described property unto he said Grantee against the claims of all persons whomsoever.

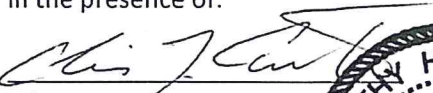
IN WITNESS WHEREOF, the Grantor has signed and sealed this deed, the day and year above written.

GRANTOR:

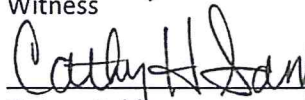


William E. Simmons

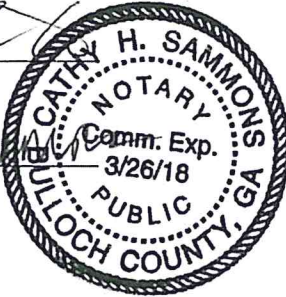
Signed, sealed and delivered
in the presence of:



Witness



Notary Public



ACCEPTED BY GRANTEE
The Mayor & City Council of the City of Statesboro

BY: _____
Jan Moore, Mayor of the City of Statesboro

ATTEST: _____
Sue Starling, City Clerk of the City of Statesboro

Signed, sealed and delivered
in the presence of:

Witness

Notary Public

Exhibit 3 – Dedication Form

Request for Street Dedication

The undersigned owner(s)/developer(s)/authorized agent(s) requests to dedicate to the City of Statesboro the STREET described below:

Street Name: American Way

Starting at Point: Intersection of Brampton Ave. and American Way

Ending at Point: Right-of-Way termination on Lot 2

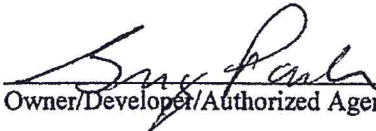
Length (in feet): +/- 468 feet

Width of Right-of-Way (in feet): 50' width to be dedicated in 2 pieces, 40' width and 10' width.
See deeds for additional detail

Name of Subdivision: Lots 1 and 2

Plat Book Number and Page Number (for final subdivision plat): Plat Book 65, Page 388

I fully understand and agree that the street described above becomes a City maintained street only after the City approves the dedication request and declares to accept it as part of the City street system.



Owner/Developer/Authorized Agent

6/16/14

Date

After recording please return to:
City of Statesboro Engineering Dept.
Post Office Box 348
50 East Main Street
Statesboro, GA 30458

State of Georgia
County of Bulloch

Right-of-Way Deed

THIS INDENTURE, made this _____ day of _____, 2014 between DRAYTON-PARKER COMPANIES, LLC, a Georgia limited liability company as party of the first part, hereinafter called Grantor, and THE MAYOR AND CITY COUNCIL OF STATESBORO, as party of the second part, hereinafter called Grantee, the words "Grantor" and "Grantee" to include their respective heirs, and assigns where the context requires or permits;

WITNESSETH that Grantor, for and in consideration of the sum of One Dollar (\$1.00) and other good consideration shown, in hand paid at and before the sealing and delivery of these presents, the receipt whereof is hereby acknowledged, has granted, bargained, sold, aliened, conveyed, dedicated, and confirmed, and by these presents does grant, bargain, sell alien, convey, dedicate, and confirm unto the said Grantee, all of the following described property, to wit:

A tract of land shown as 0.142 AC (DRAYTON-PARKER COMPANIES, LLC) Right of Way on a plat prepared by Thomas & Hutton, Robert K. Morgan, III, GRLS 3087 dated November 20, 2013, recorded in Plat Book 65, Page 388, Bulloch County records and more particularly described as follows:

Beginning at a concrete monument found on the northern right-of-way of Veterans Memorial Parkway having GA East Zone State Plane Coordinates OF N 875,381.04 E 778,540.89; Thence N 36° 17' 44" E a distance of 77.89' to a concrete monument found; thence along an arc of a curve to the left with a radius of 3472.04', an arc length of 83.95', a chord bearing of N 03° 58' 24" W, and a chord length of 83.95'; thence along an arc of a curve to the left with a radius of 3472.04', a arc length of 136.03', a chord bearing of N 05° 46' 19" W and a chord length of 136.02'; to the POINT OF BEGINNING. Thence along an arc of a curve to the left with a radius of 3472.04', an arc length of 10.00', a Chord bearing of N 06° 58' 36" W, and a chord length of 10.00' Thence S 84° 24' 41" W a distance of 462.04'; thence S 15° 35' 14" E a distance of 10.15'; thence N 84° 24' 41" E a distance of 14.07'; thence along an arc of a curve to the right with a radius of 23.00', an arc length of 36.13', a chord bearing of S 50° 35' 22" E, and a chord length of 32.53'; thence S 05° 35' 23" E a distance of 13.05'; thence N 84° 24' 37" E a distance of 38.00'; thence N 05° 35' 23" E a distance of 13.05'; thence along an arc of a curve to the right with a radius of 23.00', an arc length of 36.13', a chord bearing of N 39° 24' 39" E, and a chord length of 32.53'; thence N 84° 24' 41" E 362.46' to the POINT OF BEGINNING.

TO HAVE AND TO HOLD the said tract or parcel of land with all and singular the rights, members and appurtenances thereof, to the same being, belonging or in any way appertaining, to the only proper use, benefit and behoof of the said Grantee forever in fee simple.

AND THE SAID Grantor will warrant and forever defend the right and title to the above described property unto he said Grantee against the claims of all persons whomsoever.

IN WITNESS WHEREOF, the Grantor has signed and sealed this deed, the day and year above written.

DRAYTON-PARKER COMPANIES, LLC,
a Georgia limited liability company

By: Gregory M. Parker
Gregory M. Parker, Manager

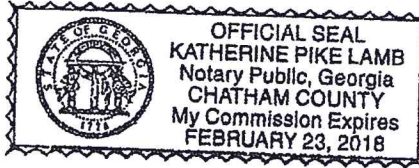
Signed, sealed and delivered
in the presence of:

Louis J. Phelps

Witness

Katherine Pike Lamb

Notary Public



ACCEPTED BY GRANTEE
The Mayor & City Council of the City of Statesboro

BY: _____
Jan Moore, Mayor of the City of Statesboro

ATTEST: _____
Sue Starling, City Clerk of the City of Statesboro

Signed, sealed and delivered
in the presence of:

Witness

Notary Public

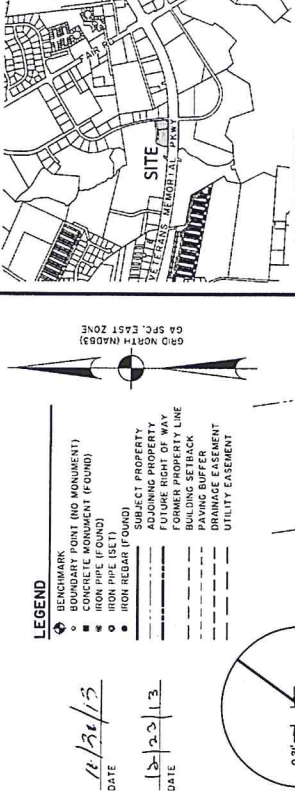
NOTES

1. FIELD EQUIPMENT USED FOR THIS SURVEY: 5" TOTAL STATION
2. THE FIELD DATA FROM WHICH THIS MAP OR PLAN WAS A DERIVED IS CONSIDERED TO BE CORRECT AND AN UNLAWFUL ERROR OF 0.3" PER ANGLE POINT, AND WAS ADJUSTED USING THE COMPASS RULE METHOD
3. ALL CORNERS MARKED WITH 3/4" IRON PIPE, 24" LONG WITH CAP STAMPED WITH UNLESS OTHERWISE NOTED IN THIS INSTRUMENT OR BOTTLED
4. COORDINATE SYSTEM AND DIRECTIONS ARE BASED ON GEORGIA STATE PLANE COORDINATE SYSTEM (NAD83), EAST ZONE.
5. ACCORDING TO F.I.R.M. MAPS NO. 10303C, PANELS 0210 AND 0220D, FLOORS AUGUST 2020, THE PROPERTY SHOWN ON THIS PLAN LIES IN THE UNINCORPORATED AREA OF THE CITY OF STATESBORO, GEORGIA.
6. WETLANDS THAT MAY EXIST ARE UNDER THE JURISDICTION OF THE CORPS OF ENGINEERS AND/OR THE DEPARTMENT OF NATURAL RESOURCES. LOT OWNERS ARE ADVISED TO CONSULT WITH THE CORPS OF ENGINEERS AND/OR THE DEPARTMENT OF NATURAL RESOURCES IN ORDER TO OBTAIN NECESSARY PERMITS AND APPROVALS WITHOUT PROPER PERMIT AND APPROVAL.
7. THE PROPERTY SHOWN HEREON IS TAX MAP NO. M65300026 022, NOW OR FORMERLY OWNED BY CITIZENS BANK OF BULLOCH COUNTY, GEORGIA. THIS PROPERTY IS REFERRED TO AS "CITIZENS BANK PROPERTY" IN THE DEED BOOK 247, PAGE 563 AND A PORTION OF TAX MAP NO. M65300026 022, NOW OR FORMERLY BELONGING TO WILLIAM E. SIMMONS, BEING REFERENCED IN DEED BOOK 1987, PAGE 155-156.
8. THIS SURVEY IS SUBJECT TO ANY EASEMENTS AND RESTRICTIONS OF RECORD.
9. BUILDING SETBACKS MAY VARY DEPENDING ON THE ORIENTATION OF THE BUILDING.
10. A 6" OCCASIONAL THURNGROUND SHALL BE REQUIRED WITHIN THE 50' FOOT RIGHT OF WAY.

CERTIFICATE OF OWNERSHIP AND DEDICATION
 IT IS HEREBY CERTIFIED THAT WE ARE THE OWNERS OF THE PROPERTIES SHOWN AND DESCRIBED HEREON, AND THAT WE HAVE OTHER SITES TO PUBLIC OR PRIVATE USE AS NOTED. IT IS UNDERSTOOD THIS IS NOT AN ASSUMPTION OF MAINTENANCE PUBLICS RIGHT OF INGRESS AND EGRESS ONLY.

_____ DATE 12/17/13
 _____ DATE 12/17/13
 _____ DATE 12/17/13
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VICINITY MAP
 This document and all reproducible copies of this document are the property of Thomas & Hutto. Reproduction of this document without written consent of Thomas & Hutto is prohibited. This document is not to be used for any other purpose. TO THIS DOCUMENT ARE NOT PERMITTED.

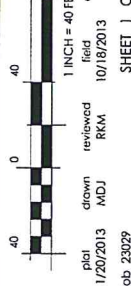
THIS SURVEY WAS PREPARED IN CONFORMITY WITH TECHNICAL STANDARDS FOR PROPERTY SURVEYS IN GEORGIA, AS ADOPTED BY THE BOARD OF SURVEYORS AND ENGINEERS AND LAND SURVEYORS AND AS SET FORTH IN GEORGIA P.L.A.C.T. 10 C.G.A. 15-6-671.

ROBERT K. MORGAN, III
 LICENSED SURVEYOR
 NLS 74007-7, L.S. #45

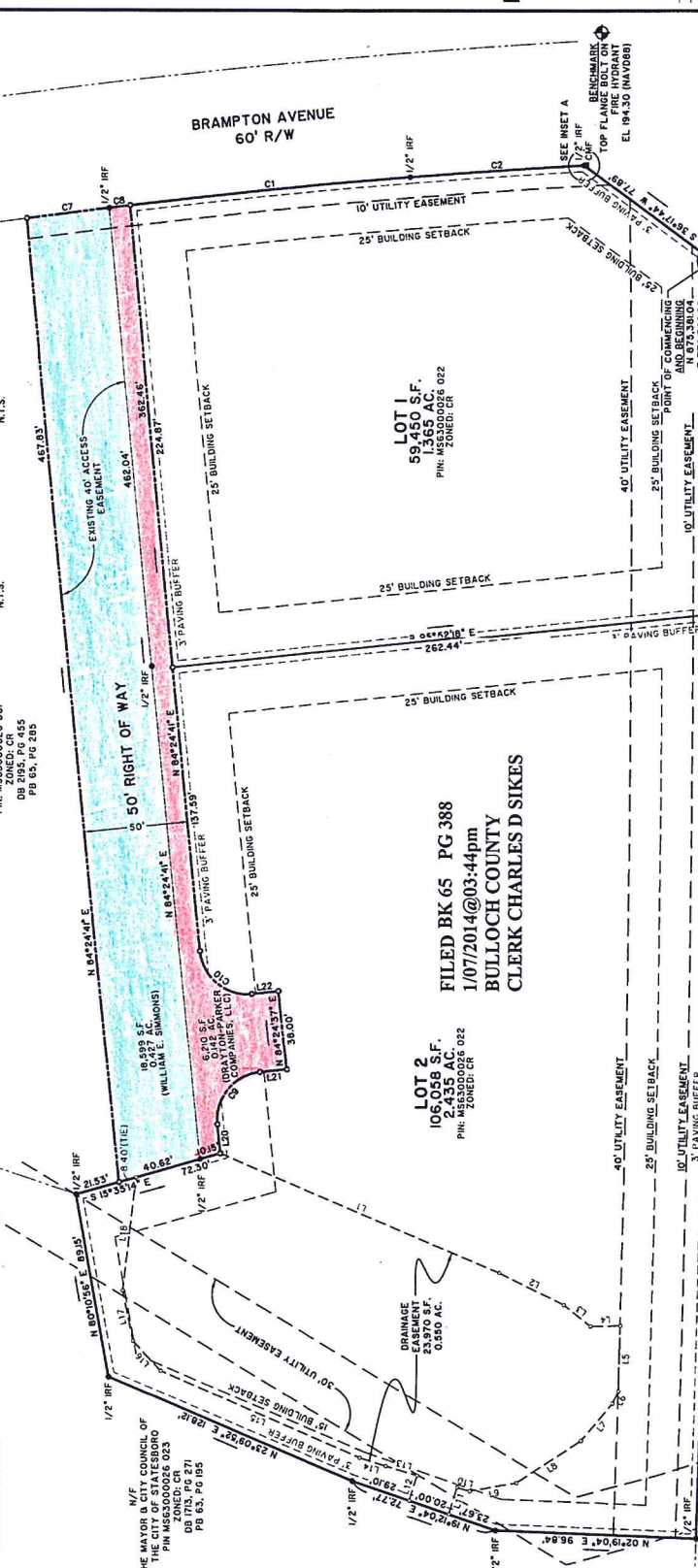
**MINOR SUBDIVISION
 LOTS 1 & 2
 OF THE LANDS OF
 DRAYTON-PARKER
 COMPANIES, LLC
 AND
 50' RIGHT OF WAY
 BEING A PORTION OF THE
 LANDS OF DRAYTON-PARK
 COMPANIES, LLC AND
 WILLIAM E. SIMMONS
 CITY OF STATESBORO, 1209TH G.M. DISTRICT,
 BULLOCH COUNTY, GEORGIA**

prepared for
DRAYTON-PARKER COMPANIES, L.L.C.

THOMAS & HUTTO
 Engineering | Surveying | Planning | GIS | Consulting
 50 Park of Commerce Way
 PO Box 2727
 Savannah, GA 31402-2727
 p 912.234.5300 | f 912.234.2950
 www.thomasandhutto.com



11/20/2013
 10/18/2013
 RKM
 SHEET | 01



DRAINAGE EASEMENT

LINE	BEARING	LENGTH
L1	S 23°18'31" W	116.37
L2	S 26°27'55" W	34.57
L3	S 38°43'32" W	16.37
L4	S 00°02'37" W	31.55
L5	S 63°25'00" W	6.82
L6	N 49°32'21" W	23.50
L7	N 33°07'25" W	36.97
L8	N 09°53'30" W	22.85
L9	N 72°32'40" W	13.81
L10	S 72°32'40" E	12.68
L11	N 65°51'51" E	15.80
L12	N 77°45'22" E	13.14
L13	N 47°17'23" E	19.82
L14	N 79°00'27" E	24.63
L15	N 83°09'43" E	54.87
L16	S 15°34'46" E	42.37

AREA TABLE

LOT	AREA (ACRES)
LOT 1	1.365
LOT 2	2.435
TOTAL	4.389

CURVE TABLE

CURVE	RADIUS	LENGTH	CHORD	CHORD BEARING	DELTA
C1	3472.04'	126.03'	5054.60'	N 15.02°	187°41'44"
C2	3472.04'	83.95'	5054.60'	N 83.95°	187°23'07"
C3	11335.00'	284.13'	8994.5500'	N 284.13'	187°23'07"
C4	11335.00'	333.24'	8994.5500'	N 333.24'	187°23'07"
C5	11335.00'	170.34'	8994.5500'	N 170.34'	05°10'40"
C6	3472.04'	40.02'	5072.931'	N 40.02'	180°33'37"
C7	3472.04'	10.00'	5072.931'	N 10.00'	180°09'54"
C8	23.00'	36.13'	50332.22'	N 36.13°	89°59'57"
C9	23.00'	36.13'	50332.22'	N 39°24'39" E	90°00'04"

REFERENCES

1. A SURVEY OF 3.977 ACRES IN THE 209TH G.M.D. PREPARED FOR C.O.D. L.L.C. BY LAMAR O. REDDICK & ASSOCIATES, INC., DATED AUGUST 7, 2006, RECORDED IN PLAT BOOK 63, PAGE 178, BULLOCH COUNTY.
2. A SURVEY OF 2.97 ACRES OF LAND IN THE CITY OF STATESBORO, 1209TH G.M.D. PREPARED FOR WILLIAM E. SIMMONS, BY DONALD W. MARSH & ASSOCIATES, DATED JULY 15, 2003, RECORDED IN PLAT BOOK 63, PAGE 155-156.
3. A SURVEY OF 8.2 ACRES IN THE 190TH G.M.D. PREPARED FOR THE CITY OF STATESBORO, BY LAMAR O. REDDICK & ASSOCIATES, INC., DATED JANUARY 31, 2006, RECORDED IN PLAT BOOK 63, PAGE 195.
4. DEED BOOK 1587, PAGE 222

BRAMPTON AVENUE
 60' R/W

VETERANS MEMORIAL PARKWAY
 250' R/W

LOT 1
 106,458 S.F.
 2.435 AC.
 ZONED: CR
 PIN: M65300026 022

LOT 2
 59,450 S.F.
 1.365 AC.
 ZONED: CR
 PIN: M65300026 022

FILED BK 65 PG 388
 1/07/2014@03:44pm
 BULLOCH COUNTY
 CLERK CHARLES D SIKES

RESOLUTION 2014-23: A RESOLUTION

WHEREAS, Article IX, Section III, Paragraph I of the Constitution of the State of Georgia authorizes governmental units and agencies to enter into contracts for a period not exceeding fifty (50) years for joint services, for the provision of services, or for the joint or separate use of facilities or equipment which the parties are authorized by law to undertake and provide; and

WHEREAS OGEECHEE TECHNICAL COLLEGE, a college operated by the Technical College System of Georgia is an agency of the State of Georgia, and THE CITY OF STATESBORO is a governmental unit chartered by the State of Georgia; and

WHEREAS, OGEECHEE TECHNICAL COLLEGE has a need for the use of certain equipment for use in instruction in certain courses of study;

WHEREAS, The Mayor and City Council through the Statesboro Fire Department owns, operates and maintains said equipment;

WHEREAS, attached to this resolution as Government Exhibit A is a copy of a contract for the use of certain equipment for use in instruction in certain courses of study;

NOW THEREFORE, BE IT RESOLVED by the Mayor and City Council of the City of Statesboro, Georgia as follows:

Section 1. That Mayor and City Council accept and agree to the terms and conditions contained in the contract attached as Government Exhibit A.

Section 2: The Mayor is hereby authorized to execute a contract with terms and conditions materially the same as the terms and conditions contained in contract attached as Government Exhibit A.

Section 3. That this Resolution shall be and remain effective from and after its date of adoption

Adopted this ___ day of _____, 2014

CITY OF STATESBORO, GEORGIA

By: Jan J. Moore, Mayor

Attest: Sue Starling, City Clerk

CONTRACT BETWEEN

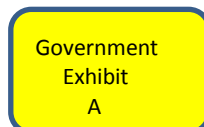
OGEECHEE TECHNICAL COLLEGE

AND

THE MAYOR AND CITY COUNCIL OF STATESBORO

FOR

THE USE OF CERTAIN EQUIPMENT IN COURSES OF STUDY IN FIREFIGHTING
AND EMERGENCY SERVICES



THIS AGREEMENT, effective this ____ day of _____, 2014 is made and entered into by and between **OGEECHEE TECHNICAL COLLEGE, A COLLEGE OPERATED BY THE TECHNICAL COLLEGE SYSTEM OF GEORGIA, AN AGENCY OF THE STATE OF GEORGIA**, and **THE MAYOR AND CITY COUNCIL OF STATESBORO** (hereinafter "Contractor").

WHEREAS, the Technical College System of Georgia ("TCSG") is responsible for the oversight and operations of its associated postsecondary technical colleges, adult literacy programs, the "Quick Start" program and other programs and services pursuant to the Official Code of Georgia Annotated (O.C.G.A) § 20-4-14 et seq.; and

WHEREAS, TCSG is granted authority to enter into contracts pursuant to O.C.G.A. § 20-4-14(c)(5); and

WHEREAS, Article IX, Section III, Paragraph I of the Constitution of the State of Georgia authorizes governmental units and agencies to enter into contracts for a period not exceeding fifty (50) years for joint services, for the provision of services, or for the joint or separate use of facilities or equipment which the parties are authorized by law to undertake and provide; and

WHEREAS, OGEECHEE TECHNICAL COLLEGE has a need for the use of certain equipment for use in instruction in certain courses of study;

WHEREAS, The Mayor and City Council through the Statesboro Fire Department owns, operates and maintains said equipment;

NOW THEREFORE, FOR AND IN CONSIDERATION of the mutual promises, covenants and agreements contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, OGEECHEE TECHNICAL COLLEGE and Contractor hereby agree as follows:

I. Scope of Services

The purpose of this Contract is to provide certain equipment for use in instruction in certain courses of study in firefighting and emergency services. Subject to the terms and conditions set forth herein, OGEECHEE TECHNICAL COLLEGE retains Contractor to furnish certain equipment, as contemplated by this Contract.

OGEECHEE TECHNICAL COLLEGE Responsibilities

Pursuant to the terms and conditions set forth in this Contract, OGEECHEE TECHNICAL COLLEGE agrees to:

- (1) Pay Contractor within 30 days of receiving an approved invoice for furnishing certain equipment pursuant to the terms of this contract.

A. Contractor Responsibilities

Pursuant to the terms and conditions set forth in this Contract, Contractor agrees:

- (1) To pay all taxes lawfully imposed upon it with respect to this Contract or any product delivered in accordance herewith;
- (2) To secure any licenses/permits that are required prior to and during the performance of work under this Contract.
- (3) To secure, protect and insure any equipment and other tangible items contemplated by this contract.

B. Deliverables

Contractor agrees to provide the following equipment outlined in Exhibit A in accordance with the schedule of fees also set forth in Exhibit A.

OGEECHEE TECHNICAL COLLEGE shall have no obligation to accept any equipment.

In the event the Fire Chief of the Statesboro Fire Department determines that furnishing particular equipment at a particular time would compromise the mission of the Statesboro Fire Department, the Contractor shall not be obligated to furnish that particular equipment at that particular time.

II. Term of Contract

This Contract shall begin on the date of issuance and shall continue until the close of the state fiscal year ending June 30, 2015 unless renewed in writing as hereinafter provided. OGEECHEE TECHNICAL COLLEGE is hereby granted one (1) option to renew this Contract for an additional term of up to one fiscal year each upon the same terms, conditions, and price stated in this Contract and any amendments. Each renewal option shall be exercisable solely and exclusively by OGEECHEE TECHNICAL COLLEGE.

III. Payment of Services

Each invoice for payment must include the Contract Number, the Contractor's tax identification number, and an itemization of the equipment being billed.

Invoices shall be delivered to the OGEECHEE TECHNICAL COLLEGE representative identified in Section 8 of this Contract for review and approval. OGEECHEE TECHNICAL COLLEGE will pay approved invoices within thirty (30) days of receipt. Unless otherwise specified in this Contract, OGEECHEE TECHNICAL COLLEGE will not reimburse travel expenses incurred by

Contractor unless such travel is approved in advance by the OGEECHEE TECHNICAL COLLEGE representative.

The total of all payments made by OGEECHEE TECHNICAL COLLEGE to the Contractor under this Contract shall not exceed \$8,895.00. OGEECHEE TECHNICAL COLLEGE shall have no responsibility whatsoever for payment beyond that amount.

The contractor shall have no responsibility to provide equipment when payment for the use of the equipment would exceed the total of all payments authorized by OGEECHEE TECHNICAL COLLEGE to the Contractor under this contract.

IV. Relationship of the Parties

It is expressly agreed that the Contractor and its subcontractor(s), and any agents, officers, and employees of the Contractor or its subcontractor(s), in the performance of this Contract shall act in an independent capacity and not as officers or employees of OGEECHEE TECHNICAL COLLEGE. It is further expressly agreed that this Contract shall not be construed as a partnership or joint venture between the Contractor or its subcontractor(s) and OGEECHEE TECHNICAL COLLEGE.

V. Confidentiality Requirements

The Contractor shall treat all information which is obtained by it through its performance under the Contract as confidential information, and shall not use any information so obtained in any manner except as necessary for the proper discharge of its obligations. OGEECHEE TECHNICAL COLLEGE, the Georgia Attorney General, and/or federal officials, or the authorized representatives of these parties, shall have access to all confidential information in accordance with the requirements of state and federal laws and regulations.

VI. Termination of Contract

This Contract may be terminated by OGEECHEE TECHNICAL COLLEGE within thirty (30) days written notice to Contractor whenever OGEECHEE TECHNICAL COLLEGE, in its sole discretion, determines that such termination is in the best interest of the State.

VII. Conflict of Interest and Prohibition of Gratuities

The Contractor covenants that it presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any material manner or degree with, or have a material adverse effect on the performance of its services hereunder. The Contractor further covenants that in the performance of the Contract no person having any such interest shall be employed.

All parties hereby certify that the provisions of O.C.G.A. § 45-10-20 through § 45-10-28, which prohibit and regulate certain transactions between State Officials, employees and the State of Georgia, and O.C.G.A. § 45-1-6, which prohibits gratuities, have not been violated and will not be violated in any respect throughout the term of this Contract.

VIII. Representatives

Correspondence, invoices and any other communication regarding this contract should be directed to the following representatives:

For OGEECHEE TECHNICAL COLLEGE:

1. Invoices/Payment:
Technical College System of Georgia
ATTN: Eyvonne C. Hart
One Joseph E. Kennedy Boulevard
Statesboro, GA 30458
(912) 486-7784
ehart@ogeecheetech.edu
2. Instructional Services:
Technical College System of Georgia
ATTN: Charlene J. Lamar, Ed.D.
One Joseph E. Kennedy Boulevard
Statesboro, GA 30458
(912) 688-6039
clamar@ogeecheetech.edu

For Contractor:

City of Statesboro Fire Department

ATTN: Tim Grams
1533 Fair Road
Statesboro, GA 30458
(912) 764-3473

IX. Funding

Notwithstanding any other provision of this agreement, the parties hereto agree that the charges hereunder are payable by OGEECHEE TECHNICAL COLLEGE from local funds generated by tuition revenue. In the event such funds are determined in the sole discretion of the chief operating officer of OGEECHEE TECHNICAL COLLEGE to no longer exist or to be insufficient with respect to the charges payable hereunder, this agreement shall terminate without further obligation of OGEECHEE TECHNICAL COLLEGE as of that moment (hereinafter referred to as "Event"). In such Event, the chief operating officer of OGEECHEE TECHNICAL COLLEGE shall certify to the Contractor the occurrence thereof, and such certification shall be conclusive. In the event of OGEECHEE TECHNICAL COLLEGE'S certification, OGEECHEE TECHNICAL COLLEGE agrees not to replace before the end of the fiscal year in which the Event occurs or before the expiration of this agreement, whichever occurs first, any equipment covered hereunder with equipment obtained from another contractor at the same or higher annual cost to OGEECHEE TECHNICAL COLLEGE.

X. Miscellaneous

A. Entire Agreement

This Contract, together with any documents incorporated herein, constitutes the entire agreement between the parties with respect to the subject matter hereof and supersedes all prior negotiations, representations or contracts. No written or oral agreements, representations, statements, negotiations, understandings, or discussions which are not set out, referenced, or specifically incorporated into this Contract shall in any way be binding or of effect between the parties.

B. Assignment

Contractor shall not assign this Contract, in whole or in part, without the prior written consent of OGEECHEE TECHNICAL COLLEGE, and any

attempted assignment not in accordance herewith shall be null and void and of no force or effect.

C. Severability

Any section, subsection, paragraph, term, condition, or provision or other part of this Contract which is judged, held, found or declared to be voidable, void, invalid, illegal or otherwise not fully enforceable shall not be part of this Contract, and shall not affect any other part of this Contract, and the remainder of this Contract shall continue to be of full force and effect as set out herein.

D. Waiver

The waiver by OGEECHEE TECHNICAL COLLEGE of any breach of any provision contained in this Contract shall not be deemed to be a waiver of such provision on any subsequent breach of the same, or of any other provision contained in this Contract, and shall not establish a course of performance between the parties contradictory to the terms hereof.

E. Force Majeure

Neither party to this Contract shall be responsible for delays or failures in performance resulting from acts beyond the control of such party. Such acts shall include but not be limited to acts of God, strikes, riots, lock-outs, acts of war, epidemics, fire, earthquakes, or other disasters.

F. Insurance and Indemnity

OGEECHEE TECHNICAL COLLEGE is self-insured under the State of Georgia, Department of Administrative Services, Risk Management Division, against employer liability and tort claims, including comprehensive automobile liability, in the amount of one million (\$1,000,000.00) per person and three million (\$3,000,000.00) per occurrence; OGEECHEE TECHNICAL COLLEGE also maintains workers' compensation insurance through the State of Georgia.

OGEECHEE TECHNICAL COLLEGE and the CONTRACTOR are prohibited by the Constitution of Georgia from contacting to indemnify or

hold harmless any individual or entity. Article VII, Sec. 4, Paragraph 8; Article III, Sec. 6, Constitution of the State of Georgia. Both parties will be liable only for personal injury or property damage caused by acts or omissions of its employees in the performance of this Contract to the extent provided by the Georgia Tort Claim Act (O.C.G.A. 50-21-20 et. seq.)

Contractor shall maintain insurance as Contractor deems advisable to protect itself and OGEECHEE TECHNICAL COLLEGE. In some instances, OGEECHEE TECHNICAL COLLEGE may require Contractor to obtain insurance, and if so, will hereby provide Contractor with details as to the adequacy of insurance so required.

OGEECHEE TECHNICAL COLLEGE shall maintain insurance as OGEECHEE TECHNICAL COLLEGE deems advisable to protect itself and Contractor. In some instances, Contractor may require OGEECHEE TECHNICAL COLLEGE to obtain insurance, and if so, will hereby provide OGEECHEE TECHNICAL COLLEGE with details as to the adequacy of insurance so required.

G. Time is of the Essence

Time is of the essence in the performance of this Contract. Any reference to “days” shall be deemed calendar days unless otherwise specifically stated.

H. Debarment

In accordance with Executive Order 12549, Debarment and Suspension, and implemented at 45 CFR Part 76, 100-510, Contractor certifies by signing that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this contract by any federal or state department or agency. Contractor further agrees that it will include this clause without modification, in all lower tier transactions and in all solicitations for lower tier covered transactions.

I. Applicable law

This Contract shall be governed in all respects by the laws of the State of Georgia.

J. Immigration and Reporting Requirements

In accordance with the Immigration Reform and Control Act of 1986 (IRCA), D.L. 99-603 and the Georgia Security and Immigration Compliance Act O.C.G.A. 13-10-90 et seq., Contractor certifies compliance and agrees to complete the Immigration and Security Form attached hereto.

XI. Amendments in Writing

No amendment of this Contract or any of the terms or provisions hereof, shall be binding upon either party except by a writing executed by both parties.

XII. Survivability

The terms, provisions, representations, warranties and indemnifications contained in this Contract are intended to and shall survive the delivery or provision of all services or deliverables hereunder as well as any expiration or termination of this Contract.

IN WITNESS WHEREOF, the parties hereto have agreed by their authorized officers as of the day and year indicated, and by signing four (4) originals.

OGEECHEE TECHNICAL COLLEGE

BY: _____
DAWN CARTEE, PRESIDENT

Date

ATTEST: _____

Date

CONTRACTOR

MAYOR AND CITY COUNCIL OF STATESBORO

BY: _____
JAN J. MOORE, MAYOR Date

ATTEST: _____
SUE STARLING, CITY CLERK Date

**EXHIBIT A
SCHEDULE OF FEES**

Turn out gear	\$616.00 per semester per student
Self-Contained Breathing Apparatus	\$357.50 per semester per student
Fire Engines	\$100.21 per hour of use
Aerial	\$161.21 per hour of use
Text book rental	\$77.00 per semester per student



36 Courtland Street Suite B, Statesboro GA 30458
Phone: 912-764-7722
Fax: 912-764-6960
Email: wesley@parker-engineering.com

June 20, 2014

Mayor Jan Moore
City of Statesboro
P.O. Box 348
Statesboro, GA 30459

Re: Savannah Avenue Resurfacing and Traffic Calming Design

Dear Mayor Moore,

I am pleased to present this proposal to the City of Statesboro for engineering services related to the upcoming street improvement work on Savannah Avenue. It is my understanding that the project starts at Gentilly Road and ends at the railroad tracks near Triangle Park. The following is a scope of services:

1. Assist the City Engineer with gathering stakeholder input. \$4500

Engineer will do the following:

- Meet with the Mayor and the council members that represent the area to gather their input.
- Meet with the consulting engineer that is preparing the water and wastewater design plans to ensure that the two designs are coordinated.
- Meet with emergency services personnel to gather input and determine their routes.
- Hold homeowner meetings at City Hall to allow citizens to provide input.
- Provide a recommendation to the City Engineer regarding the method of traffic calming.
- Meet with City staff and City Tree Board to gather input.

2. Provide a resurfacing design. \$4500

Engineer will coordinate with a testing agency. The testing agency will take core samples to determine the depth of asphalt and concrete and the depth of cracking. (The City of Statesboro shall procure the testing agency's service.) The engineer will hold meetings with GDOT bituminous engineers, regional contractors, city staff and local contractors to select a solution for providing crack relief. Engineer will provide construction drawings detailing resurfacing plans including pavement removal (if necessary), joint repair, curb and gutter repair and pavement striping/signage.



3. Sidewalks, handicap ramps, crosswalks. \$3000

Engineer will design extra sidewalk not designed by water engineer. Engineer will design sidewalks, to tie into the sidewalks into the side streets. All crosswalks will be designed for sidestreets. Design, including sidewalk ramps shall be in compliance with the Americans with Disabilities Act (ADA). Engineer will provide a review of the design prepared by the water and wastewater design engineer to ensure that it is coordinated with the traffic calming design and also conforms with ADA standards.

4. Traffic Calming Design. \$13,000

Based on discussions with the stakeholders, previous reports and previous research, the Engineer will recommend to the City Engineer a traffic calming concept for Savannah Avenue. After the concept is approved, the Engineer will provide construction drawings and specifications that detail the traffic calming measures. Design will incorporate drainage modifications if necessary.

5. Incorporate City Provided Traffic Signal Replacement Plans \$1,000

Engineer will incorporate traffic signal design into the construction drawings and bid package and will coordinate the design with the traffic calming design.

6. Bidding Assistance. \$3000

Engineer will provide the following services:

1. Prepare bidding documents including bid form, bid requirements, bid advertisements, bonding requirements, standard bidding language, etc.
2. Answer contractor questions, issue addendums as needed.
3. Maintain bid holders list.
4. Distribute bidding documents.
5. Assist City Engineer with bid opening.
6. Provide bid tabulation.
7. Provide contractor recommendation.
8. Issue Notice of Award.

7. Construction Observation \$6000

Engineer will provide the following services:

1. Assist City with Pre-Construction Conference.



2. Review submittals.
3. Provide routine construction observation.
4. Review pay requests.
5. Close out project.

Total

\$35,000

Thank you for the opportunity to work with the City of Statesboro on this important project.

Sincerely,

A handwritten signature in blue ink that reads "Wesley Parker". The signature is written in a cursive, flowing style.

Wesley Parker, PE

Accepted by: _____
Jan J. Moore, Mayor

Date: _____



MEMORANDUM

To: Frank Parker

From: Robert Cheshire, PE, City Engineer *RC*
Marcos Trejo Jr., Engineer I *MT*

Re: West Main Street at College Street Crosswalk Repair

Date: June 24, 2014

Last summer, the City reconstructed the intersection at the above referenced location, installing many of the same elements that were installed on the East Main Streetscape. Brick crosswalks were installed using the same design that was used for the East Main Streetscape. After the project was completed the City received many compliments for the overall aesthetics and improved intersection operations. However, the brick paver crosswalks have been failing since the project was completed because the brick pavers are being displaced under traffic. This is creating a safety issue. The displaced pavers are producing gaps which create tripping hazards, and they are also becoming loose enough that they could become dislodged by traffic. The City has had the contractor (Y-Delta), come in on two different occasions and attempt to repair the crosswalks to no avail. The City has contacted several experts in brick paver installation to ask for advice in finding a solution to the brick pavers' displacement. Since there has not been a clear answer as to why the brick pavers are failing (it could be several factors), staff has decided to remove the brick pavers and install asphalt. The asphalt will then be treated with a new surface layer application which will have the appearance and texture of the previously installed brick paved crosswalks. This work will be done in two phases. (1) The brick pavers will be removed and asphalt will be placed in the void, (2) After the asphalt has cured, Paveway Systems will come in and install the surface layer treatment.

Since Y-Delta is the contractor of record and they performed a satisfactory job with the original project, we recommend them to do the first phase of this repair work. Y-Delta will remove the brick pavers and sand base from the crosswalks and re-pave them with asphalt. They have submitted a quote for \$22,194.09 to complete this work. The Engineering Department is recommending the repair work be awarded to Y-Delta, because not only did they do a very good job during the original project, they have been very responsive with trying to find a solution for the brick paver issues.

Attachment (1)



Y-Delta, Inc.
5657 Lakeview Road
Statesboro, GA 30461
Phone: 912-587-5839
Fax-912-587-5495

June 24, 2014

Re: West Main & College Street

Dear Sir or Madam:

We propose the following for Utility installation to include the following:

Our price for performing this work is stated below:

- Traffic Control
- Remove pavers and sand from crosswalk
- Return paver to city shop palletized and shrink wrapped
- Install asphalt in crosswalk areas
- **Total: \$22,194.09**

Please review the following notes:

1. Y-Delta cannot be held responsible for unforeseen conditions.
2. No permits, fees or any kind of testing included.
3. No removal of unsuitable soil and no compaction test.
4. No erosion Control.
5. No cut and patch asphalt.
6. No removal or relocating existing utilities.

Sincerely,

Clay Cartee
Project Manager/ Estimator