

LEASE AGREEMENT

This Lease Agreement made and entered into this the ____ day of May, 2024, by and between GEORGE SCOTT MCCOY, JR. AND PENDERY I. MCCOY (“Lessor”) whose address is 2913 Highway 15 N, Sandersville, Georgia 31082 and the City of Sandersville (“Tenant”) whose address 141 West Haynes Street, Sandersville, Georgia 31082.

1. Lease Premises. The Lessor, as owner, or authorized agent of the owner, does hereby lease and grant to the Tenant exclusive use and possession of the hereinafter described property for the erection, use, maintenance, repair, improvement, relocation, replacement, and/or rebuilding of an outdoor advertising structure. Lessor agrees that the advertisers and content of such advertising shall be in the sole control and discretion of the Tenant. The property constituting the leased premises is described as follows:

All that tract or parcel of land situate, lying and being in the 136th District, G.M, of Washington County, Georgia, containing 2.58 acres, more or less, as shown on that plat of survey made by Barker and Associates under date of March 13, 1978, of record in Plat Book 1-C, page 32, in the Office of the Clerk of Superior Court of Washington County, Georgia, which plat and the record thereof are by this reference made a part hereof in aid of this description.

PRIOR DEED REFERENCES: Deed Book 11-K, page 168 and Deed Book 6-T, page 775, Washington County Records.

Said property is identified as Map and Parcel 109 003A in the Washington County Tax Assessor’s Office

Hereinafter the property is referred to as the “Leased Premises”. The Lessor does hereby grant to the Tenant, its employees and agents, an irrevocable easement during the term of this Lease Agreement to access the Leased Premises over the Lessor’s Tract with labor and machinery using such routes which are practical and reasonable as determined in the Tenant’s sole discretion and such access shall not be obstructed by Lessor or Lessor’s agents.

2. **Term.** The original term of this Lease Agreement shall be for a term of Five (5) years commencing on _____, 20____, (“the Original Term”) with the right to the Tenant only to extend this Lease Agreement for additional Five (5) year term (the “Renewal Term”) upon the same terms and conditions. This Lease Agreement shall automatically extend itself unless terminated as provided herein. The Tenant may terminate this Lease Agreement at the end of the Original Term or any Renewal Term without penalty by mailing written notice of such termination to the Lessor at the address above (or such alternative address provided by the Lessor to the Tenant in writing) not less than thirty (30) days prior to the end of such Original Term or Renewal Term. The Tenant may terminate this Lease Agreement at any other time according to the same notification procedure set forth in the preceding sentence and shall have no further obligations under this Lease Agreement thereafter. This termination provision shall inure to the

benefit of the Tenant only and shall not be construed as eliminating or reducing any rights that the Tenant may have in its reasonable investment expectations attributable to this Lease Agreement.

3. **Rent.** The Tenant shall pay the Lessor rent totaling six-thousand dollars and 00/100 (\$6,000.00) per year. The initial payment shall be due at the time of the execution of this Lease Agreement and on the 1st day of November of each succeeding year (the "Annual Rental Due Date"). The Original Term shall begin _____, 20____. During any term of this Lease Agreement, rent shall be delinquent if not paid within sixty (60) days after every Annual Rental Due Date. Notwithstanding the above, the Tenant may, in its sole discretion, make partial payments to the Lessor in such amounts and in such frequencies prior to each Annual Rental Due Date as the Tenant desires without such partial payments altering the Annual Rental Due Date under this Lease Agreement.

4. **Options.** During the Tenant's occupancy of the Leased Premises (which includes any holdover periods), the Tenant shall have first refusal option to lease the Leased Premises for an additional term, including renewals, upon the same terms and conditions as contained in any valid, acceptable bona fide lease offer the Lessor may receive. The Tenant shall have fifteen (15) days after receiving written notice of such lease offer from the Lessor (with certified full written statement of such offer or certified copy thereof) within which time to exercise its option and mail or hand-deliver to the Lessor a written Lease Agreement on the same terms and conditions. During the Tenant's occupancy of the Leased Premises (which includes any holdover periods), the Tenant shall have the right of first refusal to purchase the Lessor's Tract (or any portion thereof which includes the Leased Premises) upon the same terms and conditions as contained in any valid, acceptable bona fide offer the Lessor may receive to purchase the Lessor's Tract (or any portion thereof which includes the Leased Premises). The Tenant shall have thirty (30) days after receiving written notice of such offer from the Lessor (with certified full written statement of such offer or certified copy thereof) within which time to exercise its option and mail or hand-deliver to the Lessor a written Purchase Agreement on the same terms and conditions. In addition to the rental payments referenced in paragraph 3 above, the sum of One Hundred Dollars (\$100.00) shall be paid with the first rental payment to the Lessor by the Tenant as good and valuable consideration for the options referred to in this paragraph.

5. **Property; Indemnification.** It is agreed that this agreement is a lease, not a license, and the billboards and other electronic devices erected, installed, or existing will remain the personal property of the Tenant including any and all applicable permit(s). Any outdoor advertising structure existing on the Leased Premises when this Lease Agreement is made, or placed on the Leased Premises at any time thereafter, is intended to be a permanent fixture on the property of the Lessor; however, the Tenant expressly is granted the right to salvage and remove all above-ground components of the outdoor advertising structure owned by the Tenant, related equipment and materials from the Leased Premises within ninety (90) days ("the Removal Period") after the later of: the expiration of this Lease Agreement, including all renewals or extensions, or receipt of written notice from the Lessor that the above-ground components of the outdoor advertising structure, related equipment and materials must be unconditionally removed. Notwithstanding the receipt of a notice to remove the outdoor advertising structure, any subsequent written offers from the Lessor to negotiate the terms of a new or renewal Lease shall terminate the running of the Removal Period until the Tenant is provided a new written notice of unconditional removal, wherein it is explicitly made clear that all negotiations have been concluded. In the event a new notice of removal is provided stating that negotiations are concluded, the Tenant shall have a new 90-day Removal Period to remove its structure, related equipment and materials. The rent during any holdover period shall be the same as provided in paragraph 3 above, prorated per month of occupancy. Notwithstanding anything to the contrary, the Tenant shall retain all rights of relocation or credits toward same that is available under any state or local law.

6. **Lessor Cooperation/Agent; Permitting; Vegetation; Relocation.** In the event that any governmental entity proposes or enacts a law, regulation, or ordinance or takes any other action that affects the Tenant's use of the Leased Premises for outdoor advertising purposes as determined in the Tenant's sole discretion, the Lessor shall cooperate fully with the Tenant in opposing said law, regulation, ordinance, or action and in that regard, the Lessor does hereby designate the Tenant as the Lessor's agent for purposes of signing any protest petitions or otherwise registering opposition or filing an appeal or complaint challenging such law, regulation, ordinance, or governmental action. The Lessor acknowledges that at any time after the Lessor executes this Lease Agreement, the Tenant has the authority to apply for (on behalf of the Lessor) and obtain any and all applicable governmental permits or approvals for the sign on the Leased Premises without further notice to the Lessor. The Tenant may trim any trees and vegetation currently on the Leased Premises or on any property owned or controlled by the Lessor or on any right of way as often as the Tenant, in its sole discretion, deems appropriate to prevent or minimize obstructions to the outdoor advertising structure.

7. **Cancellation of Lease.** If the view of the Leased Premises or outdoor advertising sign erected thereon becomes partially or wholly obstructed or the advertising value impaired or diminished beyond tenants control, or the construction or use of such sign is prevented or restricted by law, or permits required to build or maintain the sign are denied or revoked, or in the opinion of Tenant, if leased location becomes unprofitable or untenable for the Tenant's uses, Tenant may cancel lease and receive all rent paid in advance for the unexpired term hereof, by giving the Lessor ninety (90) day's notice in writing of such obstruction, impairment, prevention or restriction of use. This provision shall inure to the benefit of the Tenant only and shall not be construed as eliminating or reducing any rights that the Tenant may have in its reasonable investment expectations attributable to this Lease.

8. **Condemnation; Lease Renewal Expectation.** In the event of a condemnation by or direct purchase sale to a governmental agency with the power of eminent domain while the Tenant occupies the Leased Premises, the Tenant agrees to make no claim to any proceeds due the Lessor as a result of the condemnation or sale, but retains any and all rights to pursue compensation due the Tenant as result thereof under federal and/or state law, and the Lessor agrees to take no action inconsistent with the Tenant's rights herein stated. As a result of the relatively small size of the Leased Premises, its proximity to the highway, and/or the zoning of the Property, the parties acknowledge that there is a reasonable probability of renewals of this lease for at least the useful life of the outdoor advertising structure.

9. **Lessor's Representation.** Unless specifically stated otherwise herein, the Lessor represents and warrants that the Lessor is either the owner or authorized agent of the owner of the Leased Premises, has full authority to make this Lease Agreement and covenants that the Lessor will not permit the Leased Premises, any portion of the Lessor's Tract or any other property owned or controlled by the Lessor within a two thousand foot radius of the Tenant's outdoor advertising structure, to be used for outdoor advertising purposes or permit the Tenant's sign to be obstructed. Subject to the Tenant's option rights referred to above and prior to any transfer of the Lessor's interest in the Leased Premises, the Lessor agrees to give the Tenant notice of such transfer or and to make such transfer expressly subject to this Lease Agreement. In the event the Tenant decides not to exercise its option referred to above, the Lessor agrees to deliver promptly to the Tenant the name and address of the Lessor's transferee and to deliver to such transferee written notice of the existence of this Lease Agreement and a copy thereof. The Lessor understands that the terms of this Lease are proprietary and confidential and that the Tenant would be damaged by the unauthorized disclosure of the terms. As a result, the Lessor agrees not to disclose the terms of this Lease to any third party. This confidentiality provision shall survive the termination of this Lease.

10. **Entire Agreement; Beneficial Parties; Notices; Memorandum of Lease.** It is understood that neither the Lessor nor the Tenant is bound by any oral stipulations, oral representations, or verbal

agreements not printed or written in this Agreement. This Agreement shall inure to the benefit of and be binding upon the personal representatives, successors, and assigns of the parties hereto. The Lessor and the Tenant agree that this lease shall not be assignable to any governmental entity or other entity with the power of eminent domain. The provisions herein are intended for the mutual benefit for the Lessor and the Tenant, their personal representatives, successors, and assigns and are hereby declared to be void and of no effect as to, and no rights hereunder shall inure to the benefit of any governmental entity or other entity with the power of eminent domain. Notice under this Lease Agreement shall be deemed effective upon depositing same in the care and custody of the U.S. Postal system deliverable to the applicable address referred to above for each party. A memorandum of this Lease Agreement shall be recorded at the county registry where the Leased Premises is located.

Accepted this _____ day of _____, 2024.

TENANT: City of Sandersville

By: _____
Mayor

Attest:

City Clerk

LESSOR:


George Scott McCoy, Jr.


Pendery I. McCoy

