

Request for Board of Commissioners' Action

From: Vicki Parrish Date: May 28, 2019

Subject: Coastal Plain EOA Lease Item Number: VIII-B

Coastal Plain EOA has occupied office space in the Multi-Purpose Building for many years without a lease. Coastal Plain offers public assistance programs at no cost to our citizenship. Coastal Plain EOA has requested that a lease be drafted for their occupancy in the building and Daniel Connell has drafted the attached lease agreement. The attached lease agrees that the County will continue to provide office space, utilities, insurance, repairs, etc as we have in the past at no cost to Coastal Plain EOA. And, that the lease will renew each year automatically for a period of 15 years, with a 60 day notice from either party to terminate agreement.

The Chairman will need a motion to enter into a lease agreement with Coastal Plain EOA for office space in the county Multi-Purpose Building, Sparks.

Motion made by _____

Second made by _____

Any discussion: _____

Votes _____ yes _____ no

Motion carried/ failed

LEASE AGREEMENT

STATE OF GEORGIA
COUNTY OF COOK

THIS AGREEMENT made this the ____ day of _____, 2019, between
THE COOK COUNTY BOARD OF COMMISSIONERS, hereinafter called
LANDLORD and COASTAL PLAIN AREA ECONOMIC AUTHORITY, INC.,
hereinafter called LESSEE.

WITNESSETH: That LANDLORD is the fee simple owner of the property
located at 304 S. College St., Sparks, Cook County, Georgia 31647 and more particularly
described in the attached Exhibit "A".

That LANDLORD has the authority to lease office space to second parties for the
purpose of maintaining and operating a community related public assistance facility for
Cook County Citizens.

That LANDLORD and LESSEE are now mutually desirous to enter into an
office space lease agreement for space in the Multi-Purpose Building located on the
above referenced property for the purpose of LESSEE maintaining and operating the
Coast Plain EOA.

That each party has the lawful authority to enter into a lease agreement for use of
the premises.

For and in consideration of One Dollar and other valuable consideration in hand
paid by LESSEE to LANDLORD, the receipt and sufficiency of which is hereby
acknowledged, LANDLORD does hereby rent and lease to LESSEE for its exclusive use
and possession of office space in the above described location.

LESSEE shall be allowed to operate and maintain the Coast Plain EOA public
assistance programs upon said premises and shall have full rights of ingress and egress

thereto and shall allow LANDLORD full rights of ingress and egress thereto and to all surrounding premises.

The parties hereto, for themselves and their successors and permitted assigns, hereby covenant and agree as follows:

1. TERM: The initial term of this Lease shall commence on June 1, 2019, and shall terminate on May 31, 2020. This Lease shall automatically renew for consecutive additional one year terms for an additional fourteen years, unless terminated as provided herein. Each one year term shall automatically renew at the end of said term unless either party chooses not to renew by providing the following notices: Either party shall notify the other party of its intent not to renew by providing written notice no less than sixty (60) days prior to the expiration of the then existing term.

2. RENT: In consideration for use of the premises LESSEE agrees to provide the local community the following services: The premises shall be used exclusively for promoting programs for public assistance to Cook County citizens. There shall be no monetary rent due so long as LESSEE continues to provide the foregoing benefits to the local community.

3. During the term of this Lease, the office spaced assigned to the COASTAL PLAIN EOA shall be used exclusively by LESSEE to operate programs that provided public assistance. LESSEE shall not use the office space for any other purpose; nor in violation of any valid regulation of any governmental body, nor in any manner to create any nuisance or trespass; nor in any manner to damage said property or decrease the value thereof.

4. LESSEE shall have access to and full enjoyment to the surrounding designated parking upon execution of this Lease. All operations of the LESSEE on the leased premises shall be the sole responsibility of LESSEE.

5. LANDLORD shall be solely responsible for all charges for gas, electricity, telephone and other utility services used, rendered, supplied or imposed upon the premises regardless of who is the supplier and shall indemnify LESSEE and save it harmless against any liability or charges on account thereof.

6. LESSEE hereby agrees that it will not assign, sublet or permit office space or any part thereof to be used by others without the prior written consent of the LANDLORD.

7. Any actions or disputes arising out of this Lease shall be subject to venue and jurisdiction of the Cook County Superior Court.

8. The failure of either party to this agreement to insist upon the performance of any of the terms and conditions of this agreement, or the waiver of any breach of any of the terms and conditions of this agreement, shall not be construed as thereafter waiving any such terms and conditions, but the same shall continue and remain in full force and effect as if no such forbearance or waiver had occurred.

9. Any notice or other communication provided for herein or given hereunder to a party hereto shall be in writing and shall be given in person, by overnight courier, or by mail (registered or certified mail, postage prepaid, return receipt requested) to the respective party as follows:

Landlord: Cook County Board of Commissioners
Attn: Faye Hughes
1200 S. Hutchinson Ave.
Adel, Georgia 31620

Lessee: Coastal Plain Area EOA, Inc.
1810 W. Hill Ave.
Valdosta, GA 31601

10. This Lease is the entire contract of the parties hereto and no representations, agreements, inducements, or promises between the parties or their agents not embodied herein shall be of any force or effect. This Lease shall be binding on and

inure to the benefit of the heirs, representatives and assigns of the parties hereto and same shall not be modified except in writing and signed by both parties.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and seals the day and year first above written.

COOK COUNTY BOARD OF COMMISSIONERS

BY: _____(Seal)
LINDSEY PARRISH, CHAIRMAN

ATTEST:_____

Signed, Sealed and Delivered
In the presence of:

Witness

Notary Public

COASTAL PLAIN EOA, INC.

BY: _____(Seal)
NAME:
ITS:

Signed, Sealed and Delivered
In the presence of:

Witness

Notary Public

EXHIBIT "A"

All that tract or parcel of land situate, lying and being 1.88 acres, more or less, in Land Lot No. 285, 9th Land District, Cook County, Georgia, designated as TRACT THREE and being more particularly described according to that certain plat of survey prepared by Hogan Surveying Co., Inc., Georgia Registered Land Surveyors, dated June 12, 2009, entitled "Plat of Survey for Cook County B.O. E", recorded in Plat Cabinet 260 Slide 8B, in the office of the Clerk of Superior Court of Cook County, Georgia. Said plat is incorporated herein and made a part of this description by reference hereto.