

When recorded, return to:

GA DNR Real Estate Office

2 MLK, Jr. Drive, SE, Suite 1352 East

Atlanta, Georgia 30334-9000

STATE OF GEORGIA

COUNTY OF FULTON

LEASE
TO DEPARTMENT OF NATURAL RESOURCES
FOR BOATING ACCESS

THIS INDENTURE, entitled "Lease To Department of Natural Resources For Boat Ramp Construction", (hereinafter "Lease"), is made and entered into this _____ day of _____, 20__, by and between **Ben Hill County**, Georgia, (hereinafter referred to as "LESSOR"), whose address is _____, and the **DEPARTMENT OF NATURAL RESOURCES** (hereinafter referred to as "LESSEE" or "DEPARTMENT"), acting for the State of Georgia, whose address for the purpose of this Lease is **Suite 1252 East Tower, 2 Martin Luther King, Jr. Drive, S. E., Atlanta, Georgia 30334-9000**.

WITNESSETH:

WHEREAS, there is a demonstrated interest and need for public access to streams and impoundments within the State of Georgia for water related recreational purposes; and

WHEREAS, LESSEE desires to lease a parcel of land to construct, operate and maintain a boat launching ramp and access area for the use of the general public on a portion of LESSOR'S property; and

WHEREAS, under O.C.G.A. §§ 12-3-5 (c) and (e), and O.C.G.A. §§ 50-16-38 (a)(2), LESSEE is authorized to lease land for such purposes; and

WHEREAS, this lease is subject to approval by the Board of the Department of Natural Resources; and

WHEREAS, LESSOR desires to cooperate with the DEPARTMENT in its efforts to provide recreational opportunities for the people of Georgia by granting to the DEPARTMENT a lease on a parcel of LESSOR'S property for the above-stated purposes.

NOW THEREFORE, in consideration of the sum of One Dollar (\$1.00) and of the mutual benefits flowing between the parties hereto, whose receipt and sufficiency are hereby acknowledged, LESSOR and LESSEE covenant and agree as follows:

1.

PREMISES

LESSOR hereby grants, demises and leases to LESSEE the premises described on EXHIBIT "A" and shown on plat of survey marked EXHIBIT "B" (hereinafter referred to as the "premises"), which are attached hereto and incorporated herein by reference.

2.

TERM

The leasehold shall have a term commencing at 6:00 P.M. EST, on the date first above written and expiring at 8:00 A.M. EST, on the Tenth (10th) anniversary date of the date first above written.

3.

RENT OR FEES

LESSEE shall pay no rent or further consideration beyond the initial consideration, whose receipt and sufficiency are acknowledged by LESSOR.

LESSOR and the LESSEE hereto do mutually covenant and agree that the herein referenced boat ramp, parking area and any other facilities constructed or placed upon the

Premises shall be operated and maintained for the recreational pleasure of the general public without charge.

4.

COVENANT OF QUIET ENJOYMENT

LESSOR promises and warrants that LESSEE may peaceably hold and enjoy the premises during the full term of the leasehold herein granted. The use of the premises shall not endanger health or create a nuisance, and LESSEE shall take all reasonable precautions to assure that construction, use, operation and maintenance of the premises and structure or facilities on the premises will be such that the scenic, recreational and environmental values of the project will be protected and LESSEE's use of the waters of the project shall be nonexclusive.

5.

IMPROVEMENTS

LESSEE may further improve the premises with removable buildings, boat ramps, courtesy docks, canoe steps, signs and other structures and may construct roads and trails. LESSEE shall erect a sign on the premises which acknowledges the Federal Aid in Sport Fish Restoration Program and the LESSEE. LESSEE may also construct a fence anywhere within the premises in its sole discretion. LESSEE shall comply with all applicable laws relating to its use of the premises, including, but not limited to, the jurisdiction of the U.S. Army, Corps of Engineers, and State and Federal Environmental Protection Agencies. Any improvements placed upon the premises shall be and remain personal property of LESSEE, and except for the ramp Improvements, LESSEE may remove any of its improvements and other property from the premises anytime during the term of the leasehold and, if the leasehold shall be terminated prior to its natural expiration, for a reasonable time following such termination. LESSEE shall have reasonable access to the premises for the purpose of any such removal following early termination.

LESSOR shall not make any improvements to the premises, including but not limited to the placement of signs or trash receptacles, without prior written authorization from the LESSEE.

Authorized improvements to the premises by the LESSOR shall be and remain personal property of the LESSOR.

6.

CARE AND OPERATION OF THE PREMISES

LESSEE accepts the premises in their present condition as suited for the use intended by LESSEE.

LESSEE, only to the extent that it maintains similar facilities throughout the State of Georgia and to the extent that LESSEE, as determined solely by LESSEE, has the funds to do so, shall maintain that portion of the premises in good order and repair for the term of the leasehold herein granted except as otherwise provided herein.

LESSEE shall be responsible for any needed repairs to the boat ramp and signs,

LESSEE shall periodically inspect the facility to ensure compliance with Federal funding rules and regulations.

LESSOR agrees to provide for periodic inspection, trash and litter removal, parking area grading, and other routine maintenance, as needed, which enhances the appearance or usefulness of, or local pride in the premises such as grass cutting and removal of silt from the boat ramp.

LESSOR shall provide and suitably maintain an all-weather public access road to the premises and place and maintain boundary markers on the premises.

7.

CLOSURE OF PREMISES

Except under hazardous conditions or emergency, the LESSOR shall not close the premises without written authorization from the LESSEE. In the event of hazardous conditions or emergency the LESSOR shall notify the LESSEE of the closure, expected duration and reopening of the premises as soon as practical.

8.

DEFAULT BY LESSEE

Before LESSOR may assert any remedy for the alleged breach or default in any term of this Lease, LESSOR shall give LESSEE specific, written notice of the alleged default or breach. Upon such written notice of default, LESSEE shall have sixty (60) days within which to cure the alleged breach or default or to dispute LESSOR's assertion of breach or default.

9.

LESSOR'S AND LESSEE'S LIABILITY FOR LOSS

Nothing in this lease is intended to diminish any protection afforded either the LESSOR or the LESSEE by the provision of the Georgia Recreational Properties Act (OCGA 51-3-20 through 51-3-26). LESSEE's liability in tort is further governed by the Georgia Tort Claims Act, OCGA Title 50, Chapter 21, Article 2, as now existing or hereafter amended or repealed. No subrogation against LESSEE shall be permitted by any insurance otherwise obtained by LESSOR.

10.

TERMINATION

LESSOR may terminate this Lease upon ninety (90) days written notice to LESSEE upon the occurrence of the following:

The LESSEE allowing use of the property to create a condition constituting a public nuisance or a hazard to the safety and health of the public. Should LESSOR believe that LESSEE has allowed the property to be used in such a way as to create a condition constituting a public nuisance or hazard to the safety and health of the public, LESSOR shall give notice to LESSEE of LESSOR's determination, which notice shall contain the facts upon which LESSOR has relied in reaching its determination. LESSEE shall have sixty (60) days, or such reasonable additional time as the parties may agree upon, after the date of actual receipt of the notice in which to challenge LESSOR's determination or to correct the condition of which it was apprised in LESSOR's notice.

LESSEE may terminate this Lease upon ninety (90) days written notice to LESSOR upon the occurrence of the following:

LESSEE has cause to believe the LESSOR does not hold clear title of ownership, or any other defect of legal interest, to the premises. LESSOR shall have sixty (60) days, or such reasonable additional time as the parties may agree upon, after the date of LESSOR's receipt of notice in which to challenge LESSEE's determination and to correct the condition appraised in the LESSEE's notice.

11.

ASSIGNMENT

LESSEE may not assign any right, title or interest it has under this Lease without consent to LESSOR except to an officer or agency, department, instrumentality or public corporation of the State of Georgia for public purposes.

12.

TIME OF ESSENCE

Time is of the essence in this Lease.

13.

TAXES

LESSOR acknowledges that the execution of this Lease does not confer any tax-exempt status upon LESSOR or LESSOR'S reversionary interest in the premises during the term of the leasehold.

14.

NOTICES

Any notice, statement, request, or authorization (hereinafter simply referred to as "notice") given, or required to be given, hereunder by either party to or from the other shall be in writing and shall be sent by United States Certified Mail, postage prepaid, marked "show to whom, date & address of delivery", to the party to be notified at such party's address as hereinabove set forth. The day upon which any such notice is so mailed shall be the date of service. Each party may from

time to time, by notice to the other, designate a different address to which notices hereunder shall be sent. Any notice reasonably calculated to apprise the party so notified of the circumstances involved shall be deemed sufficient under this Lease.

15.

CONTINUITY

Each provision of this Agreement shall apply to, be binding upon, enforceable against and inure to the benefit or detriment of all the parties hereto and to their respective successors and assigns. Whenever a reference to a part hereto is made, such reference shall be deemed to include the successors and assigns of said party, the same as if in each case expressed.

16.

NO WAIVER

No failure of any party hereto to exercise any power given such party hereunder or to insist upon strict compliance by the other to their obligations hereunder, and no custom or practice of any of the parties hereto in variance with the provisions hereof, shall constitute a waiver of any party's right to demand exact compliance with provisions hereof.

17.

CUMULATIVE, NOT RESTRICTIVE

All rights, powers and privileges conferred in this Agreement upon all of the parties hereto shall be cumulative of, but not restrictive to, those given by law.

18.

CAPTIONS

The caption of each numbered provision hereof is for the purpose of identification and convenience only and shall be completely disregarded in construing this Agreement.

19.

INTERPRETATION

Should any provision of this Agreement require judicial interpretation, it is agreed that the Court interpreting or construing the same shall not apply a presumption that the provisions hereof

shall be more strictly construed against one party by reason of the rule of construction that an instrument is to be construed more strictly against the party who herself, himself, or itself, or through her, his, or its agent, prepared the same, it being agreed that the agents and counsel of all parties hereto have participated in the preparation hereof.

20.

ENTIRE AGREEMENT

This Agreement supersedes all prior discussions and agreements between the parties with respect to the matters provided for herein and constitutes the full, sole, complete and entire agreement among them with respect hereto. No agent, employee, officer or representative of or attorney for either party has authority to make, or has made, any statement, agreement, representation or contemporaneous agreement, oral or written, in connection herewith modifying, amending, adding to, or changing the provisions of this Lease. No modification, amendment or change of, to or in this Agreement shall be binding on either party unless such modification, amendment or change shall be in writing, executed by both parties and by reference incorporated in and made a part of this Lease.

21.

LEASE EFFECTIVE

This Agreement shall become effective upon its due execution.

IN WITNESS WHEREOF, all the parties hereto have caused this Agreement to be executed in their names as of the date hereof.

Signed and sealed
as to **LESSOR**
in the presence of :

LESSOR: _____

Witness

By: _____

Name: _____

Title: _____

Notary Public, State of Georgia

Date Notarized: _____

My Commission Expires:

(NOTARY PUBLIC SEAL)

Signed and Sealed

as to **LESSEE**

in the presence of:

**LESSEE: DEPARTMENT OF NATURAL
RESOURCES**

Witness

By: _____

Mark Williams

Commissioner

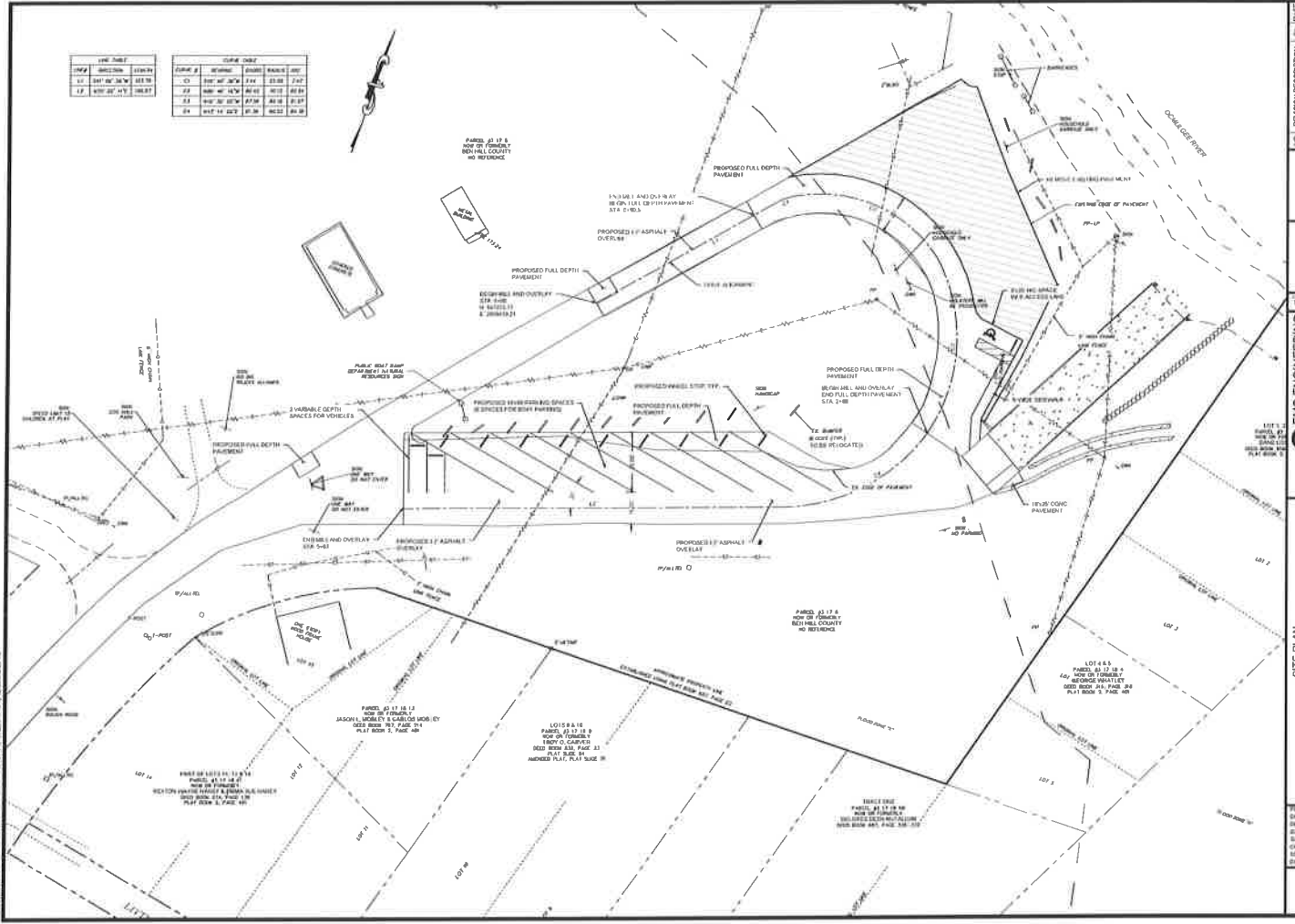
Notary Public, State of Georgia

My Commission Expires:

(NOTARY PUBLIC SEAL)

LINE	BEARING	DISTANCE
1	S 84° 30' 00" W	105.76
2	S 89° 30' 00" W	105.76

LINE	BEARING	DISTANCE
1	S 84° 30' 00" W	105.76
2	S 89° 30' 00" W	105.76



NO.	REVISION/DESCRIPTION	DATE

EMC ENGINEERING SERVICES, INC.

 1000 W. 10th St., Suite 100
 Tallahassee, FL 32304
 Phone: (904) 833-1111
 Fax: (904) 833-1112
 Email: info@emcservices.com
 Website: www.emcservices.com

SITE PLAN
DNR - BEN HILL COUNTY BOAT RAMP
 PART OF LAND LOT 32, 4th LAND DISTRICT
 BEN HILL COUNTY, GEORGIA
 Prepared for:
 DEPARTMENT OF NATURAL RESOURCES

PROJECT NO.	13-000
DESIGNED BY	EMC
APPROVED BY	JAMES JONES
DRAWN BY	EMC
CHECKED BY	JAMES JONES
SCALE	AS SHOWN
DATE	01/15/2013

SHEET
1
OF **3**

Mike Dinnerman

From: Tim Kegebein <tkegebein@benhillcounty.com>
Sent: Wednesday, August 28, 2019 7:39 AM
To: Mike Dinnerman
Subject: Fwd: Lease and O&M
Attachments: BA_Integrated_Lease_OM_Approved_070219 (10 Yr) - unsigned.pdf

----- Original Message -----

From: "Deener, Bert" <Bert.Deener@dnr.ga.gov>
To: "tkegebein@benhillcounty.com" <tkegebein@benhillcounty.com>
Date: August 27, 2019 at 3:22 PM
Subject: Lease and O&M

Hey, Tim. Here's the lease/operation and maintenance agreement we discussed. Thanks. Take care.

Bert

Bert Deener
Fisheries Regional Supervisor, Waycross Region

Wildlife Resources Division
(912) 285-6094 | M: (404) 276-1015

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A division of the
GEORGIA DEPARTMENT OF NATURAL RESOURCES

MINUTES OF THE REGULAR MEETING OF THE BEN HILL COUNTY COMMISSIONERS HELD ON AUGUST 6, 1969

There were present Commissioners Dorminy, Snowden and Massee, and County Attorney Ben B. Mills. The meeting was called to order by the Chairman, Mr. Dorminy. The minutes of the last regular meeting and two special called meetings were read and approved.

Mr. Snowden moved that Mrs. Bobbie Jo Stokes, an employee of the Forestry Department, be give a salary supplement of \$ 17.00 per month. His motion was unanimously passed having been seconded by Mr. Massee.

A hearing for the re-zoning of 5 acre tract number 853 in Land Lot Number 150 in the 3rd Land District of Ben Hill County Georgia, from "R2" Multiple Family Residential to " B 2" General Business, having been held on July 9th, 1969, and no decision having been rendered after hearing the testimony of the adjacent property owners, the matter was again presented. It appearing that the rezoning of a portion of the said tract would meet the approval of all parties concerned, the following resolution was unanimously passed having been offered by Mr. Snowden and seconded by Mr. Massee:

BE IT RESOLVED that a portion of said five acre tract Number 583 (only) be rezoned from "R-2" Multiple Family Residential to "B-2" General Business, said portion being described as follows:

Beginning at the Northeast corner of said tract and running south along the east boundary line of said tract 165 feet, running due west 250 feet, running north parallel with the east boundary line approximately 165 feet to the north boundary line of said 5 acre tract Number 853, running east along said north boundary line 250 feet to the point of beginning. The remaining property in said five acre tract shall not be re-zoned and is not affected by the re-zoning of a portion herein described.

Upon a motion unanimously passed having been offered by Commissioner Snowden and seconded by Commissioner Massee, the Chairman was authorized to execute the following agreement:

A G R E E M E N T

THIS AGREEMENT, made and entered into this 6th day of August, 1969, by and between the STATE OF GEORGIA, by and through the Director of the State Game and Fish Commission, hereinafter called "State" and Ben Hill County, by and through the Chairman of its Commissioners, Norman Dorminy, hereinafter called "County".

W I T N E S S E T H:

WHEREAS, the State of Georgia is engaged in a program of developing access to the waterways of Georgia by establishing various boat launching areas in order to encourage the use of said waterways for recreational purposes, and

WHEREAS, the County also has an interest in making those waterways within its boundaries more accessible to the public in order to encourage the increases use of same; and

WHEREAS, public land adjacent to the Ocmulgee River is available to be used in developing access to this waterway through the establishment of a boat launching area, said public land being described as follows:

County Landidng Park

NOW THEREFORE, in consideration of the mutual obligations and affirmations hereinafter contained, IT IS HEREBY AGREED, by and between the parties hereto;

State agrees to construct and maintain a launching ramp on the land in question adjacent to the Ocmulgee River.

County agrees to construct and maintain an all-weather road to this boat launching area and to construct and maintain an adjacent parking area of at least two acres.

County affirms that it has title to the right-of-way needed for access to the boat launching area as well as title to the parking area in question, or in the alternative that said County has at least a twenty-year lease on this right-of-way and parking area.

State and County both agree that this ramp, right-of-way and parking area will remain open to the public free of charge.

Executed by the parties hereto this 6th day of August, 1969.

Norman Dorminy
Chairman, Board of Commissioners
of Ben Hill County

Director, State Game and Fish
Commission, State of Georgia

The following bills were ordered paid:

Number	To	For	Amount
6293	Ben Hill Irwin Area Voc Tech Sch.	June Expenses	\$ 32.50
6294	The National Bank of Fitzgerald	W.H. Tax June	1032.00
6295	I.C.E.M.C.	Lights	66.79
6296	Fitzgerlad Water Light & Bond	Utilities	194.02
6297	James F. Horne	Salary	46.68
6298	Robert J. Martin	"	32.40
6299	J.T. Lord	"	16.66