

LEASE AGREEMENT

THIS AGREEMENT (the "Agreement") is entered into as of this 2 day of January, 2018 (the "Effective Date"), between **NEWTON COUNTY, GEORGIA**, a political subdivision of the State of Georgia, acting by and through its governing authority, the County Board of Commissioners, located for purposes of this Agreement at 1113 Usher Street, Suite 203, Covington, GA 30014 ("Lessor"), and **ROBINSON WELL CO., INC.**, a Georgia corporation having its principal place of business at 2189 Monroe Jersey Road SE, Monroe, GA 30655 ("Lessee").

WITNESSETH

That in consideration of the mutual covenants hereinafter set forth, the parties do hereby covenant and agree as follows:

1. **Lease of Property.** Lessor hereby leases to Lessee approximately 98 acres of land located at 270 Davis Ford Road, Covington, GA 30014 (the "Property"), and as further shown on the map attached hereto as part of Exhibit "A".
2. **Lease Term.** This Agreement shall be for an initial term beginning on January 1, 2018 and terminating on December 31, 2018. On January 1 of each following year, this Agreement shall automatically renew for an additional twelve (12) month term unless either party provides written notice of nonrenewal at least 30 days prior to the expiration of the then-current term. The Agreement may renew no more than four times for a maximum total lease of five years.
3. **Rental Payment.** During the calendar year 2018 term and, if renewed, the calendar year 2019 term, Lessee shall pay to Lessor the sum of Two Thousand Dollars (\$2,000.00) per term as rental payment for the Property. During any succeeding terms, Lessee shall pay to Lessor the sum of Three Thousand Dollars (\$3,000.00) per term as rental payment for the Property. Lessee shall make payment on or before the start of each upcoming lease term.
4. **Fence Repair.** Lessee shall fully repair the fence surrounding the Property, at no cost to Lessor, by the end of the initial (calendar year 2018) term. Repairs shall consist of the services described in the letter dated December 4, 2017 from Johnie H. Robinson Jr. attached hereto as part of Exhibit "A".

5. **Use of Property.**

- a. Lessee shall use the Property exclusively for the purpose of sowing and harvesting of hay, the grazing of livestock, and associated ancillary activities. Lessee shall have free and full right of ingress and egress on and over the Property for these purposes.
- b. Lessee shall conduct all operations on the Property in a manner that is orderly and consistent with standards in its industry. Lessee shall not use the Property or permit the Property to be used in violation of any laws, ordinances, restrictions or regulations of any governmental body, nor so as to create a nuisance or public disturbance, or for any disreputable purpose. Lessee shall not erect any signs on the Property without written consent of Lessor.
- c. No hazardous substances may be kept or placed on the Property. For purposes of this Agreement, "hazardous substances" shall mean (i) any substance which contains gasoline, diesel fuel or other petroleum hydrocarbons, (ii) any substance which is flammable, radioactive, corrosive or carcinogenic, (iii) any substance the presence of which on the Property causes or threatens to cause a nuisance or health hazard affecting human health, the environment, the Property or Property adjacent thereto, (iv) any substance the presence of which on the Property requires investigation or remediation under any hazardous substance law, or (v) any substance the presence of which would defeat coverage under the required insurance policies of this Agreement or property insurance held by the Lessor.
- d. Lessee has sole responsibility for maintenance of the Property. Lessee's maintenance duties include, without limitation the following tasks:
 - i. open and keep open the outlets of all existing functional drains, repair drains that may choke or break out during the term of this Agreement, and properly clean all ditches;
 - ii. maintain any fences and keep fences clean of weeds and debris;
 - iii. use every reasonable means to prevent flooding, washing, and gulying on the premises;
 - iv. destroy all noxious weeds and grasses in compliance with state law and use all reasonable precautions to avoid sowing the seeds of noxious weeds on the Property; and
 - v. if farmed, fertilize and lime the Property in accordance with a schedule developed with the assistance of the Newton County Extension Agent:

6. **Waste.** Lessee shall operate the Property with care and not commit or permit waste or damage on the Property.

7. **Minerals and Wood.** Lessee shall not sell or remove from the Property any sand, gravel, rock, oil, coal, or other mineral, or any lumber, posts, or wood.

8. **Major Repairs, Improvements, and Fixtures.** Other than as permitted in Section 4 of this Agreement or as consented to in writing by Lessor, Lessee shall not make any alterations, additions, or improvements to the Property. Consent for nonstructural alterations, additions, or improvements necessary for the Lessee's operations shall not be unreasonably withheld by Lessor. All alterations, additions, or improvements made by Lessee shall become the property of Lessor at the termination of this Agreement unless Lessor elects to

have Lessee remove same, in which case Lessee shall promptly remove same, as well as any other property placed on the Property by Lessee prior to the termination of this Agreement. and Lessee shall repair any damage caused by such removal.

9. **Right to Enter.** Lessor or its authorized representatives shall have the right at any reasonable time to enter the Property for the purpose of holding a private or public function on the premises, making any repairs or alterations, or conducting any inspection, engineering, testing, or surveying as it shall deem necessary or advisable. Lessor shall make a reasonable effort to provide at least ten days' advance notice of its intent to enter for the purpose of holding a private or public function. Lessee and Lessor shall each take reasonable measures with respect to its activities to avoid interfering with the other's use of the Property.
10. **No Partnership.** This Agreement shall not give rise to a partnership relationship between the parties. Neither party shall have the authority to bind the other without its written consent.
11. **Assignment.** Lessee may assign this Agreement with the written consent of the Lessor. Lessee shall not encumber any portion of the Property. Lessor may assign this Agreement.
12. **Insurance.** Lessee agrees to maintain public liability and property damage insurance coverage in the following amounts: \$100,000.00 for public liability and \$100,000.00 for property damage. Lessor shall be listed as an additional insured or additional loss payee, as appropriate, on these insurance policies. Lessee agrees to maintain statutory worker's compensation insurance coverage.
13. **Independent Contractor.** Lessee shall take possession of the Property and perform any services to be rendered hereunder as an independent contractor subject to the usual hazards of operating a farm, and shall assume all risk of accidents in pursuance of the farming operations and in performing repairs and maintenance.
14. **Indemnification.** Lessee shall at all times defend, indemnify, release, and hold harmless, Lessor and its officers, agents and employees from all claims, suits, actions, judgments, injuries, damages, losses, costs, expenses and liability of any kind whatsoever, including but not limited to attorney's fees and costs of defense arising or growing out of Lessee's presence or activities on the Property, except to the extent due to the sole negligence or wrongdoing of Lessor. This obligation includes, but is not limited to the following: (1) hay loss, (2) livestock injury or loss, (3) property damage, or (4) injury or death of persons. In addition to the rental consideration paid, Lessee agrees that it shall fully reimburse and pay Lessor for all damage and injury caused to the Property, including all injury and damage to buildings, meadows, growing crops, pasture lands, timber, roadways, and fences on the land.
15. **Utility Charges; Liens Prohibited.** Lessee shall timely pay all utility charges, including but not limited to electricity, heat, gas, and water incurred by Lessee on the Property. Lessee shall not cause or allow, and shall immediately take appropriate action to remove, liens filed by third parties against the Property arising out of Lessee's use of the Property.
16. **Taxes.** Lessor shall pay all real property taxes and assessments of any kind that are assessed against the Property. Lessee shall pay all other taxes and assessments that may be imposed on the Property arising out of Lessee's use of the Property.

17. **Breach.** If any party fails to carry out any material provision of this Agreement and does not correct the failure within 30 days' written notice thereof, the other party shall have the right to immediately terminate this Agreement. Nothing herein constitutes a waiver of the right of either party to seek damages occasioned by such breach of the Agreement.
18. **Surrender of Premises upon Termination.** Lessee agrees to surrender and vacate the Property at the expiration of the lease term or upon termination thereof without further demand or notice, and shall leave the Property in as good or better order and repair as upon the date of the commencement of this Agreement. Whenever under the terms hereof Lessor is entitled to possession of the Property, Lessor may re-enter and repossess itself thereof, removing all persons and effects therefrom and using such force as may be necessary, without being guilty of forcible entry or detainer trespass or other tort. Any holding of the Property by Lessee after the expiration of this Agreement shall not constitute a tenant-at-will interest on behalf of Lessee, but Lessee shall be a tenant at sufferance. There shall be no renewal or extension of this Agreement either orally or by operation of law.
19. **Force Majeure.** Neither party will be required to perform any term, condition, or covenant of this Agreement so long as performance is delayed or prevented by acts of God, drought, floods, material or labor restriction, act of any governmental authority, or any other cause not reasonably within the control of either party despite due diligence.
20. **Notices.** Newton County is the owner of record of the premises, and for purposes of this Agreement and management of the Property it shall be represented by its Director of Water Resources. All notices required by this Agreement, shall be in writing and shall be deemed received, and shall be effective, when: (1) personally delivered, or (2) on the third day after the postmark date when mailed by certified mail, postage prepaid, return receipt requested, or (3) upon actual delivery when sent via national overnight commercial carrier to the party at the address given below, or at a substitute address previously furnished to the other party by written notice in accordance herewith.

Lessor:
Director of Newton County Water Resources
11905 Alcovy Rd
Covington GA 30014

Lessee:
Attn Johnie H. Robinson, Jr.
2189 Monroe Jersey Rd.
Monroe, GA 30655

21. **Nondiscrimination.** In accordance with Title VI of the Civil Rights Act of 1964, as amended, 42 U.S.C. § 2000d, section 303 of the Age Discrimination Act of 1975, as amended, 42 U.S.C. § 6102, section 202 of the Americans with Disabilities Act of 1990, 42 U.S.C. § 12132, and all other provisions of federal law, Lessee agrees that, during performance of this Agreement, Lessee, for itself, its assignees and successors in interest, will not discriminate against any employee or applicant for employment, any subcontractor, or any supplier because of race, color, creed, national origin, gender, age or disability. In addition, Lessee agrees to comply with all applicable implementing regulations and shall include the provisions of this paragraph

in every subcontract for services contemplated under this Agreement.

22. **No Waiver.** No failure of Lessor to exercise any power given Lessor hereunder, or to insist upon strict compliance by Lessee with any obligation hereunder, including without limitation any acceptance of partial payments of any amounts due hereunder, and no custom or practice of the parties at variance with the terms hereof, shall constitute a waiver of Lessor's right to demand exact compliance with the terms hereof.
23. **Authority to Contract.** The individual executing this Agreement on behalf of Lessee covenants and declares that it has obtained all necessary approvals of Lessee's board of directors or similar authorities to simultaneously execute and bind Lessee to the terms of this Agreement.
24. **Third Parties.** This Agreement shall be exclusively for the benefit of the parties and shall not provide any third parties with any remedy, claim, liability, reimbursement, cause of action or other right.
25. **Sovereign Immunity.** Nothing contained in this Agreement shall be construed to be a waiver of the Lessor's sovereign immunity or any individual's qualified good faith or official immunities. Nothing herein shall be construed as creating any individual or personal liability on the part of any of Lessor's elected or appointed officials, officers, boards, commissions, employees, representatives, consultants, servants, agents, attorneys or volunteers.
26. **Governing Law.** This Agreement shall be governed by and construed in accordance with the laws of the State of Georgia. Any action or suit related to this Agreement shall be brought in the courts of Newton County, Georgia, and Lessee submits to the jurisdiction and venue of such courts.
27. **Construction and Interpretation.** Lessee represents that it has reviewed and become familiar with this Agreement. The parties agree that, if an ambiguity or question of intent or interpretation arises, this Agreement is to be construed as if the parties had drafted it jointly, as opposed to being construed against a party because it was responsible for drafting one or more provisions.
28. **Counterparts.** This Agreement may be executed in multiple counterparts each of which is deemed an original of equal dignity with the others and which is deemed one and the same instrument as the others.
29. **Miscellaneous.** This Agreement cannot be modified except by a written modification executed by Lessor and Lessee in the same manner as this Agreement is executed. The headings, captions and numbers in this Agreement are solely for convenience and shall not be considered in construing or interpreting any provision in this Agreement. Any provisions of this Agreement which are determined to be void or against public policy by any court of law shall not affect the validity of the remainder of this Agreement.
30. **E-Verify.** Pursuant to O.C.G.A. § 13-10-91, Lessor shall not enter into a contract for the physical performance of services unless:
 - (1) Lessee shall provide evidence on Lessor-provided forms, attached hereto as Exhibits B and C (affidavits regarding compliance with the E-Verify program to be sworn under oath under criminal penalty of false swearing pursuant to O.C.G.A. § 16-10-71), that it and Lessee's subcontractors have registered with, are authorized to use and use the federal work authorization program commonly known as E-Verify, or any subsequent replacement program, in accordance with the applicable provisions and deadlines established in O.C.G.A. § 13-10-91, and that they will continue to use the federal work authorization program throughout

the contract period, or

(2) Lessee provides evidence that it is not required to provide an affidavit because it is an individual (not a company) licensed pursuant to Title 26 or Title 43 or by the State Bar of Georgia and is in good standing; or

(3) If Lessee does not hire or intend to hire employees for purposes of satisfying or completing the terms and conditions of this Agreement, in accordance with O.C.G.A. § 13-10-91(b)(5) Lessee shall provide a copy of Lessee's state issued driver's license or state issued identification card and a copy of the state issued driver's license or identification card of each independent contractor utilized in the satisfaction of part or all of this Agreement.

Lessee hereby verifies that it has, prior to executing this Agreement, executed a notarized affidavit, the form of which is provided in Exhibit B, and submitted such affidavit to Lessor or provided Lessor with evidence that it is an individual not required to provide such an affidavit because it is licensed and in good standing as noted in sub-subsection (2) above, or provided Lessor with the appropriate state issued identification as noted in sub-subsection (3) above. Further, Lessee hereby agrees to comply with the requirements of the federal Immigration Reform and Control Act of 1986 (IRCA), P.L. 99-603, O.C.G.A. § 13-10-91 and Georgia Department of Labor Rule 300-10-1-.02.

In the event Lessee employs or contracts with any subcontractor(s) in connection with the covered contract, Lessee agrees to secure from such subcontractor(s) attestation of the subcontractor's compliance with O.C.G.A. § 13-10-91 and Rule 300-10-1-.02 by the subcontractor's execution of the subcontractor affidavit, the form of which is attached hereto as Exhibit C, which subcontractor affidavit shall become part of the Lessee/subcontractor agreement, or evidence that the subcontractor is not required to provide such an affidavit because it is an individual licensed and in good standing as noted in sub-subsection (2) above. If a subcontractor affidavit is obtained, Lessee agrees to provide a completed copy to Lessor within five (5) business days of receipt from any subcontractor. Lessee and Lessee's subcontractors shall retain all documents and records of their respective verification process for a period of five (5) years following completion of the contract.

Lessee agrees that the employee-number category designated below is applicable to Lessee.

- 500 or more employees.
 100 or more employees.
 Fewer than 100 employees.

Lessee hereby agrees that, in the event Lessee employs or contracts with any subcontractor(s) in connection with this Agreement and where the subcontractor is required to provide an affidavit pursuant to O.C.G.A. § 13-10-91, Lessee will secure from the subcontractor(s) such subcontractor(s)' indication of the above employee-number category that is applicable to the subcontractor. The above requirements shall be in addition to the requirements of state and federal law, and shall be construed to be in conformity with those laws.

31. **Entire Agreement.** This Agreement, including any exhibits hereto, constitutes the complete agreement between the parties and supersedes any and all other agreements, either oral or in writing, between the parties with respect to the subject matter of this Agreement.

[SIGNATURES ON FOLLOWING PAGE]

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

Lessor: **NEWTON COUNTY, GEORGIA**

Marcello Banes
By: Marcello Banes, Chair

Attest:

Jackie Smith

Print Name: Jackie Smith
Title: County Clerk



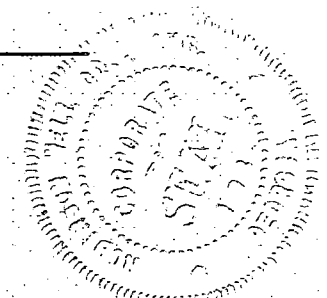
Approved as to form:

[Signature]
County Attorney

Lessee: **ROBINSON WELL CO., INC.**

By: *Judy Robinson*
Name: Judy Robinson
Title: Owner

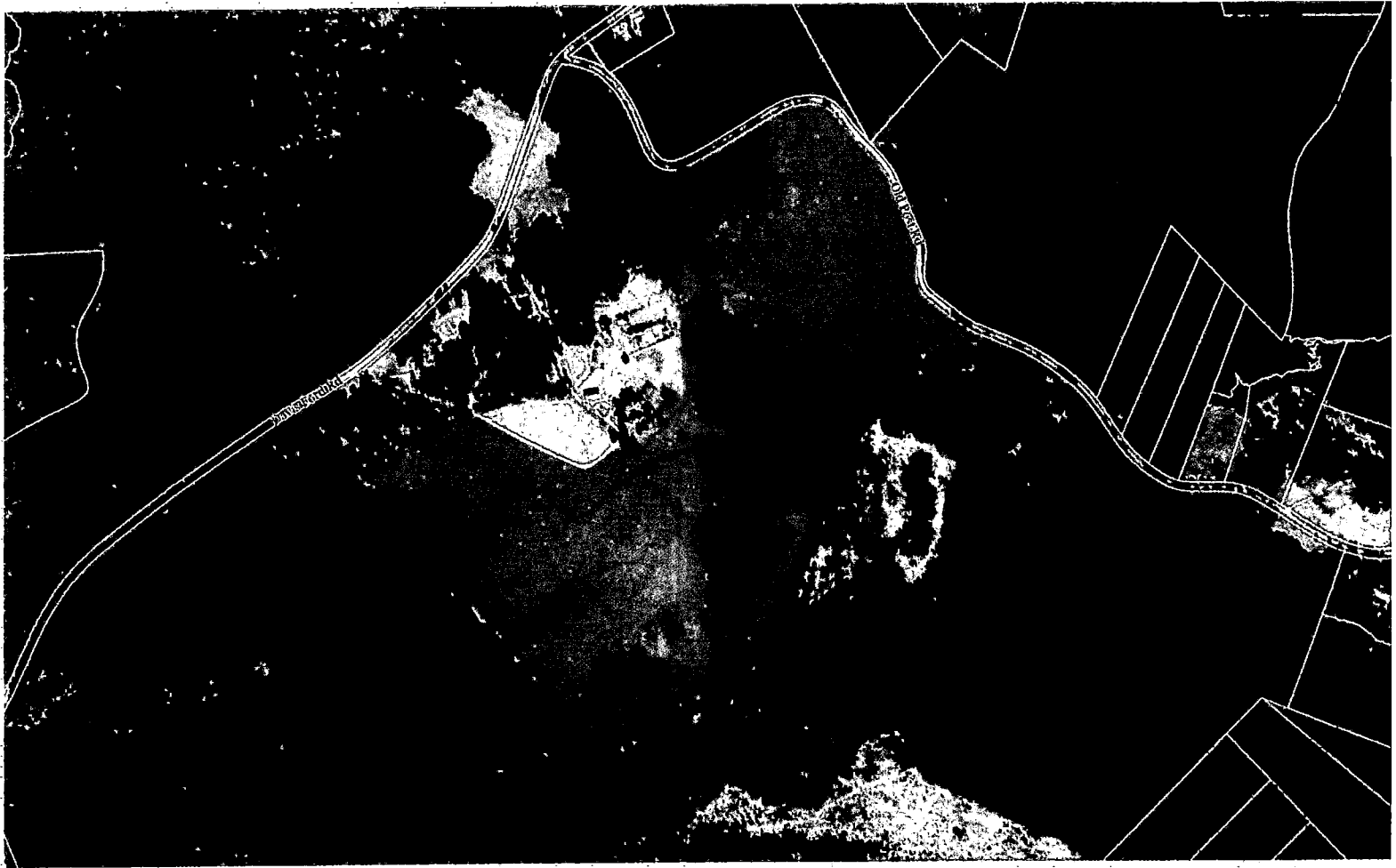
[Corporate Seal]



Attest/Witness:

Signature: *Melissa Barton*
Print Name: Melissa Barton
Title: Secretary
(Assistant) Corporate Secretary

EXHIBIT A



Johnie H. Robinson Jr.
2189 Monroe Jersey Rd.
Monroe, GA 30655
770-267-7027

December 4, 2017

To Whom It May Concern:

In the interest of leasing the property located at 270 Davis Ford Road, Covington, Ga. 30014 there are some fencing repairs that are required to keep the cattle from escaping. I will repair or replace post or fencing that is damaged as well as repair gates. As for the right of way I will clean and trim trees and debris from fencing. I estimate the cost to make these necessary repairs to be \$2,400.00. Should there be questions please contact me on my cell at 770-630-8084.

Thanks,

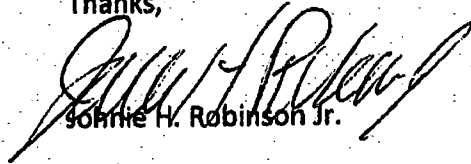

Johnie H. Robinson Jr.

EXHIBIT B

STATE OF _____
COUNTY OF _____

CONTRACTOR AFFIDAVIT AND AGREEMENT

By executing this affidavit, the undersigned contractor verifies its compliance with O.C.G.A. § 13-10-91, stating affirmatively that the individual, firm, or corporation which is engaged in the physical performance of services on behalf of Newton County, Georgia has registered with, is authorized to use and uses the federal work authorization program commonly known as E-Verify, or any subsequent replacement program, in accordance with the applicable provisions and deadlines established in O.C.G.A. § 13-10-91. Furthermore, the undersigned contractor will continue to use the federal work authorization program throughout the contract period and the undersigned contractor will contract for the physical performance of services in satisfaction of such contract only with subcontractors who present an affidavit to the contractor with the information required by O.C.G.A. § 13-10-91(b).

Contractor hereby attests that its federal work authorization user identification number and date of authorization are as follows:

Federal Work Authorization User Identification
Number

Date of Authorization

Robinson Well Co.
Name of Contractor

Gaither Plantation Lease
Name of Project

Newton County, Georgia
Name of Public Employer

I hereby declare under penalty of perjury that the foregoing is true and correct.

Executed on _____, 20__ in
_____ (city), _____ (state).

Signature of Authorized Officer or Agent

Printed Name and Title of Authorized Officer or Agent

SUBSCRIBED AND SWORN BEFORE ME
ON THIS THE _____ DAY OF
_____, 20__.

NOTARY PUBLIC

[NOTARY SEAL]

My Commission Expires:

EXHIBIT C

STATE OF _____
COUNTY OF _____

SUBCONTRACTOR AFFIDAVIT

By executing this affidavit, the undersigned subcontractor verifies its compliance with O.C.G.A. § 13-10-91, stating affirmatively that the individual, firm or corporation which is engaged in the physical performance of services under a contract with Robinson Well Co., Inc. on behalf of the Newton County, Georgia has registered with, is authorized to use and uses the federal work authorization program commonly known as E-Verify, or any subsequent replacement program, in accordance with the applicable provisions and deadlines established in O.C.G.A. § 13-10-91. Furthermore, the undersigned subcontractor will continue to use the federal work authorization program throughout the contract period, and the undersigned subcontractor will contract for the physical performance of services in satisfaction of such contract only with sub-subcontractors who present an affidavit to the subcontractor with the information required by O.C.G.A. § 13-10-91(b). Additionally, the undersigned subcontractor will forward notice of the receipt of an affidavit from a sub-subcontractor to the contractor within five (5) business days of receipt. If the undersigned subcontractor receives notice that a sub-subcontractor has received an affidavit from any other contracted sub-subcontractor, the undersigned subcontractor must forward, within five (5) business days of receipt, a copy of the notice to the contractor.

Subcontractor hereby attests that its federal work authorization user identification number and date of authorization are as follows:

Federal Work Authorization User Identification
Number

Date of Authorization

Name of Subcontractor

Gaither Plantation Lease
Name of Project

Newton County, Georgia
Name of Public Employer

I hereby declare under penalty of perjury that the foregoing is true and correct.

Executed on _____, 20__ in _____
(city), _____ (state).

Signature of Authorized Officer or Agent

Printed Name and Title of Authorized Officer or Agent

SUBSCRIBED AND SWORN BEFORE ME
ON THIS THE _____ DAY OF _____, 20__.

NOTARY PUBLIC

[NOTARY SEAL]

My Commission Expires:
