GAINESVILLE

Mayor/Council Meeting Agenda
Tuesday, February 18, 2025, 5:30 PM
Public Safety Complex, Municipal Court Room
701 Queen City Parkway, Gainesville, GA 30501
Mayor or Mayor Pro Tem Presides

INVOCATION:

PLEDGE OF ALLEGIANCE:

COUNCIL ANNOUNCEMENTS:

PUBLIC COMMENTS: (20 minutes maximum)

CONSENT AGENDA:

Minutes

A. January 30, 2025 Work Session

B. February 4, 2025 Mayor/Council Meeting

Resolutions

A. BR-2025-09 Purchase of Replacement Reserve Ladder Truck

CITY MANAGER ISSUES:

CITY ATTORNEY ISSUES:

A. Business Resolution 2025-10 Mansfield Oil Company of Gainesville, Inc. 2025 Lease Extension and Assignment

CITY CLERK ISSUES:

EXECUTIVE SESSION:

ADJOURNMENT:

Final: Thursday, February 13, 2025, 4:45 PM

CITY OF GAINESVILLE

Mayor/Council Agenda Request

Item Created: December 27, 2024

Date Submitted: February 13, 2025

Final Approval Date: February 18, 2025

Presenter: Denise Jordan, City Clerk

Item of Business: January 30, 2025 Work Session

Meeting Date: February 18, 2025

Purpose of Request:
The purpose of this request is to allow the governing body to approve the minutes from the referenced meeting.

Facts & Issues / History & Background:
Draft minutes were distributed to the governing body, City Manager, City Attorney and Department Directors for comments/corrections.

Department Recommendation:
Approve the minutes accepting edits as presented.

Department Director:
Bryan Lackey

If funding is involved, are funds approved within the current budget? No

Amount Requested:

Sources of Funds:

Finance Comments:

Administrative Comments:

Attachments:
None

CITY OF GAINESVILLE

Mayor/Council Agenda Request

Item Created:	December 27, 2024
Date Submitted:	February 18, 2025
Final Approval Date:	February 18, 2025
Presenter:	Denise Jordan, City Clerk
Item of Business:	February 4, 2025 Mayor/Council Meeting
Meeting Date:	February 18, 2025

Purpose of Request:
The purpose of this request is to allow the governing body to approve the minutes from the referenced meeting.

Facts & Issues / History & Background:
Draft minutes were distributed to the governing body, City Manager, City Attorney and Department Directors for comments/corrections.

Department Recommendation:
Approve the minutes accepting edits as presented.

Department Director:
Bryan Lackey

If funding is involved, are funds approved within the current budget? No

Amount Requested: **Sources of Funds:**

Finance Comments:

Administrative Comments:

Attachments:
None

CITY OF GAINESVILLE

Mayor/Council Agenda Request

Item Created:	February 13, 2025
Date Submitted:	February 13, 2025
Final Approval Date:	February 13, 2025
Presenter:	Bryan Lackey, City Manager
Item of Business:	BR-2025-09 Purchase of Replacement Reserve Ladder Truck
Meeting Date:	February 18, 2025

Purpose of Request:
Request approval to replace reserve aerial Tower 23 with purchase of a new ladder truck.

Facts & Issues / History & Background:
Tower 23 was originally purchased in 2001 as the main front line ladder truck for Gainesville. Tower 23 was moved to reserve status in 2017 due to numerous mechanical issues needing repair after the purchase of Tower 21. The typical life expectancy for fire service aerials is a max of 20 years due to extensive mechanical issues that develop. The purchase of a new replacement will eliminate the need to spend funds on an apparatus that is currently 24 years old.

Department Recommendation:
Approval of purchase of new replacement reserve ladder truck

Department Director:
Brandon Ellis

If funding is involved, are funds approved within the current budget? Yes

Amount Requested: 1,803,403.00 **Sources of Funds: Debt Service/ Fire Fund**

Finance Comments:

Administrative Comments:

Attachments:
1. BR-2025-09 Purchase of Replacement Reserve Ladder Truck

RESOLUTION BR-2025-09

PURCHASE OF REPLACEMENT RESERVE LADDER TRUCK

WHEREAS, the City of Gainesville owns and operates the Gainesville Fire Department; and

WHEREAS, the City of Gainesville desires to properly maintain its fleet of emergency vehicles; and

WHEREAS, the City of Gainesville Fire Department's existing reserve ladder truck is beyond its useful life and, therefore, must purchase a new replacement Aerial Ladder Truck; and

WHEREAS, funding is available within the Fire Fund debt services; and

WHEREAS, the purchase price of the replacement reserve ladder truck is estimated to be $1,803,403.00.

NOW, THEREFORE, BE IT RESOLVED THAT the governing body hereby authorizes the purchase of one (1) Reserve Ladder Truck in an amount not to exceed $1,803,403.00 and that said purchase shall be in compliance with the City's Purchasing Ordinance.

BE IT FURTHER RESOLVED THAT the governing body for the City of Gainesville hereby authorizes the Mayor, City Manager and/or City Attorney to execute all documents necessary to complete this purchase.

Adopted this _____ day of _____, 2025.

_____

W. Samuel Couvillon, Mayor

This is to certify that I am City Clerk of the City of Gainesville. As such, I keep its official records, including its minutes. In that capacity, my signature below certifies this Resolution was adopted as stated and will be recorded in the official minutes.

ATTEST:

_____

Denise O. Jordan, City Clerk

CITY OF GAINESVILLE

Mayor/Council Agenda Request

Item Created:	February 13, 2025
Date Submitted:	February 13, 2025
Final Approval Date:	February 18, 2025
Presenter:	Abb Hayes, City Attorney
Item of Business:	Business Resolution 2025-10 Mansfield Oil Company of Gainesville, Inc. 2025 Lease Extension and Assignment
Meeting Date:	February 18, 2025

Purpose of Request:
To authorize a lease extension agreement related to Mansfield's airport lease.

Facts & Issues / History & Background:

Department Recommendation:
Adopt the resolution.

Department Director:
Bryan Lackey

If funding is involved, are funds approved within the current budget? No

Amount Requested: **Sources of Funds:**

Finance Comments:

Administrative Comments:

Attachments:

1. BR-2025-10 Mansfield Oil Company of Gainesville, Inc. 2025 Lease Extension and Assignment
2. Attachment: Gainesville Airport Mansfield 2025 Lease Amendment
3. Backup Information: 20250205100539347

RESOLUTION BR-2025-10

Mansfield Oil Company of Gainesville, Inc. 2025 Lease Extension and Assignment

WHEREAS, the City of Gainesville owns and operates the Lee Gilmer Memorial Airport for the public interest; and

WHEREAS, on or about March 5, 1981, Mansfield Oil Company of Gainesville, Inc. ("Mansfield") and the City entered into a Lease Agreement relating to Airport Industrial Park Lot A-15, which Lease Agreement provided for a term running through March 31, 2006, with Mansfield having the option to extend for two, ten-year terms, which would run through March 31, 2026. On or about May 25, 1994, Mansfield and the City entered into an Amendment of Lease Agreement, which provided Mansfield with the option to extend the aforementioned Lease Agreement for a third ten-year term, which would run through March 31, 2036. On or about March 21, 2006, Mansfield, OMS Properties, LLC ("OMS"), and the City entered into an Amendment of Lease Agreement, which assigned the aforementioned Lease Agreement from Mansfield to OMS and also provided OMS/Mansfield with the option to extend the aforementioned Lease Agreement through December 31, 2036. On or about January 12, 2016, OMS, Mansfield, and the City agreed to accept OMS and Mansfield's extension of the aforementioned Lease Agreement through March 31, 2026. The aforementioned Lease Agreement dated March 5, 1981, Amendment of Lease Agreement dated May 25, 1994, Amendment of Lease Agreement dated March 21, 2006, and agreement to lease extension dated January 12, 2016, are hereinafter collectively referred to as "the Lease."; and

WHEREAS, Mansfield, OMS, and the City desire to assign the Lease from OMS to Mansfield, extend the Lease through December 31, 2036, and grant two additional ten-year renewal options to Mansfield, as set forth in the attached 2025 Lease Extension and Assignment.

NOW, THEREFORE, BE IT RESOLVED THAT the governing body for the City of Gainesville hereby approves the attached 2025 Lease Extension and Assignment and hereby authorizes the Mayor, City Manager, and the City Attorney to sign the attached 2025 Lease Extension and Assignment and such documents as necessary to effectuate the provisions set forth in the attached 2025 Lease Extension and Assignment.

Adopted this ____ day of February, 2025.

W. Samuel Couvillon, Mayor

This is to certify that I am City Clerk of the City of Gainesville. As such, I keep its official records, including its minutes. In that capacity, my signature below certifies this resolution was adopted as stated and will be recorded in the official minutes.

ATTEST:

Denise O. Jordan, City Clerk

4916-2375-2983, v. 4

2025 LEASE EXTENSION AND ASSIGNMENT

OMS Properties, LLC ("OMS"), Mansfield Oil Company of Gainesville, Inc. ("Lessee"), and the City of Gainesville, Georgia (the "City") (collectively, the "Parties") enter into this 2025 Lease Extension and Assignment (the "2025 Agreement") as of the 18th day of February, 2025 (the "Effective Date").

On or about March 5, 1981, Mansfield and the City entered into a Lease Agreement relating to Airport Industrial Park Lot A-15, which Lease Agreement provided for a term running through March 31, 2006, with Mansfield having the option to extend for two, ten-year terms, which would run through March 31, 2026. On or about May 25, 1994, Mansfield and the City entered into an Amendment of Lease Agreement, which provided Mansfield with the option to extend the aforementioned Lease Agreement for a third ten-year term, which would run through March 31, 2036. On or about March 21, 2006, Mansfield, OMS, and the City entered into an Amendment of Lease Agreement, which assigned the aforementioned Lease Agreement from Mansfield to OMS and also provided OMS/Mansfield with the option to extend the aforementioned Lease Agreement through December 31, 2036. On or about January 12, 2016, OMS, Mansfield, and the City agreed to accept OMS and Mansfield's extension of the aforementioned Lease Agreement through March 31, 2026. The aforementioned Lease Agreement dated March 5, 1981, Amendment of Lease Agreement dated May 25, 1994, Amendment of Lease Agreement dated March 21, 2006, and agreement to lease extension dated January 12, 2016, are hereinafter collectively referred to as "the Lease."

The Parties hereby agree as follows:

(1) Prior to the 2025 Agreement, the Parties agreed to an assignment of the Lease from OMS back to Mansfield. However, the Parties have been unable to locate anything in writing confirming such an assignment. The Parties hereby agree and consent to the assignment of OMS' interest in the Lease to Mansfield.

(2) Mansfield hereby exercises its option to extend the Lease through December 31, 2036, and the City hereby agrees that the Lease shall be extended through December 31, 2036.

(3) The City hereby grants to Mansfield the option to extend the Lease for two additional ten-year periods, subsequent to December 31, 2036. Said options to renew and extend the Lease shall be exercised by Mansfield upon no less than ninety days written notice by Mansfield to the

City prior to the expiration of the term of the Lease then in effect at the time the option is exercised. Mansfield shall only have the right to exercise the option if, at the time the option is exercised, Mansfield is not in default of the Lease. In the event that Mansfield exercises both of its ten-year options, the Lease shall run through December 31, 2056.

Except as set forth herein, all terms and conditions of the Lease shall remain unchanged.

The Parties execute this **2025 LEASE EXTENSION AND ASSIGNMENT** as of the Effective Date.

OMS PROPERTIES, LLC

By: _____
Print Name: _____
Title: _____

MANSFIELD OIL COMPANY OF GAINESVILLE, INC.

By: _____
Print Name: _____
Title: _____

Attest: _____
William Brad Puryear, Secretary

APPROVED AS TO FORM

_____
Abbott S. Hayes, Jr.
City Attorney

CITY OF GAINESVILLE

By: _____
Bryan Lackey
City Manager

Attest: _____
Denise O. Jordan, City Clerk

CITY SEAL

4939-0420-8919, v. 4

COPY

GEORGIA, COUNTY OF HALL.

This AGREEMENT, made the 5th day of March, 1981, among the CITY OF GAINESVILLE, GEORGIA, a municipal corporation of said State, first party, (hereinafter called "Lessor") and Mansfield Oil Company (a Georgia Corporation), second party, (hereinafter called "Lessee").

WITNESSETH:

1. Premises Leased, Term and Renewals - Lessor does hereby rent and lease to the Lessee real property which is, and shall be, leased subject to the conditions, covenants, restrictions, reservations, and easements set forth herein, located in the County of Hall, State of Georgia, and is more particularly described in Exhibit "A" attached hereto and designated as Lot A-15, Block 1 of Gainesville Airport Industrial Park as shown by plat recorded in Plat Book 54, page 72, in the Office of the Clerk of the Superior Court of Hall County, Georgia, which plat is incorporated herein and made a part hereof by reference, for an initial term commencing on the 1st day of April, 1981, and ending on the 31st day of March, 2006.

Lessee shall have the right to renew and extend the time hereof for two additional periods of ten (10) years each upon the same terms and conditions as are contained herein. Said right to renew and extend may be exercised upon no less than ninety (90) days written notice by Lessee to Lessor prior to expiration of the original term hereof provided that Lessee is not, at the time of such exercise, in default of its performance under this Agreement.

2. Rental - Lessee shall pay to Lessor, at its office in Gainesville, Georgia, promptly on the first day of each month in advance, during the term of this lease, a monthly rental of Two Hundred and Thirty-Eight Dollars ($238.00) ($2,855.00 Annually).

3. Use of Premises - General Purposes: The real property described herein is subject to the conditions, covenants, restrictions, reservations and easements hereby declared to insure to the proper use and appropriate development and improvement of each building site thereof; to protect the lessees of building sites against such improper use of surrounding building sites as will depreciate the value of their property; to guard against the erection thereon of structures built of improper or unsuitable materials; to insure adequate and reasonable

development of said property; to encourage the erection of attractive improvements thereon, and with appropriate locations thereof on building sites; to prevent haphazard and inharmonious improvement of building sites; to secure and maintain proper setbacks from streets, and adequate open and clear spaces between structures; and in general to provide adequately for an attractive and high quality of improvement in said property. Lessor acknowledges and approves Lessee's intention of improving the subject site (in accordance with these restrictions) to include: Buildings, radio broadcasting tower, paving, landscaping, exterior storage area(s) and fuel dispensing facilities (for company vehicles) for the purpose of conducting the Lessee's various business enterprises, including:

Business management offices;

Warehousing and storing goods including lubricating oils and grease, gasoline dispensing equipment, computer hardware and software, foodstuff, general merchandise, as well as other goods (in compliance with applicable codes and regulations and not in violation with these restrictions) related to business activities in which Lessee is now, or may in the future be engaged;

Maintenance and repair areas for vehicles and equipment;

Loading Dock;

Parking areas for vehicles, including autos, general utility trucks and fuel transport trucks;

Fuel dispensing pump(s) with underground tank(s) for fueling company vehicles.

4. Definition of Terms: Except as specifically defined herein, all words used in these covenants have their customary dictionary definitions. For the purpose of these provisions, certain words or terms used herein shall be defined as follows: Words used in the present tense include the future tense. Words used in the singular number include the plural, and words used in the plural include the singular. The word "person" includes an individual, a firm, co-partnership, or corporation. The word "lot" includes the word "plot" or "parcel". The word "building" includes the word "structure". Terms used herein, whether referring to the masculine, feminine or neuter gender shall mean all genders. The word "shall" is always mandatory, and not merely directory. The word "used" or "occupied" as applied to any land or building shall be construed to include the words "intended, arranged, or designed to be used or occupied".

Building setback line or building line shall mean a line across

a lot between two side lot lines establishing the minimum open space to be provided between the building or buildings and the street right-of-way line.

Building site shall mean a portion or parcel of land devoted to a common use or occupied by a building or group of buildings devoted to a common use, together with the customary accessories and open spaces belonging to same. The term building site and lot shall mean the same land and shall be used interchangeably herein.

Lessor shall mean the City of Gainesville, its successors and assigns unless the context indicates otherwise.

Improvements shall mean and include a commercial or light industrial building or buildings, outbuildings appurtenant thereto, parking areas, loading areas, fences, masonry walls, hedges, lawns, mass plantings and any structures of any type or kind located above ground.

Protective screen shall mean either a permanent wooden or masonary fence at least five (5) feet in height which is at least 50 percent solid, or a planted row of shrubbery or trees capable of growth to six (6) feet in height after a period of two years and placed close enough together to touch.

Yard shall mean a space on the same lot with a principal building, open, unoccupied and unobstructed by buildings or structures from ground to sky except where encroachments and accessory buildings are expressly permitted.

Yard front, shall mean open, unoccupied space on the same lot with a principal building, extending the full width of the lot, and situated between the street right-of-way line and front line of the building projected to the side lines of the lot.

Yard rear shall mean open, unoccupied space on the same lot with a principal building, extending the full width of the lot, and situated between the real line of the lot and the rear line of the building projected to side lines of the lot.

Side yard shall mean open, unoccupied space on the same lot with a principal building, situated between the building and the side line of the lot and extending from the rear line of the front yard to the front line of the rear yard.

5. General Restrictions

A. The admission of any occupant to the Gainesville Industrial Park shall be at the discretion of the Lessor. No industry or other business shall be established, maintained or permitted thereon which may be or become an annoyance or nuisance by reason of unsightliness or the excessive emission of smoke, dust, noise, glare, odor, fumes or vibrations. Determination of whether an industry or business is objectionable for any of the above reasons shall be at the discretion of the Lessor.

B. The Lessee shall not use any of the land or premises for the manufacture, storage, distribution or sale of materials or products which in the judgement of the Lessor shall increase the insurance rates or depreciate the value of the adjoining property or for any purposes which constitute a nuisance in the generally accepted definition of that term, or defined as such by any ordinance of the City of Gainesville, Georgia.

C. All structures and improvements must comply with Federal Aviation Administration Regulation Part 77, "Objects Affecting Navigable Air Space", or any regulation which may ultimately supercede this regulation.

D. Improvements erected on property subject to this declaration as described in paragraph I hereof, shall not exceed 27 feet in height, provided, however, that radio broadcasting tower, water towers or tanks, standpipes, penthouses or structures for housing elevators or elevator equipment, stairways, ventilating or similar equipment required to operate and maintain the building, fire or parapet walls, sky-

lights, tanks, cooling or other towers, flagpoles, gravity flow storage and/or mixing towers or similar structures may exceed this height with the written approval of the Lessor, and in conformity with Federal Aviation Administration regulations as specified in Paragraph 5 sub-section C. herein.

E. Any building or other structures other than a free standing sign, erected on the property shall be fireproof, constructed of masonry or other strong material, and conform with the City of Gainesville building codes. Wooden or frame construction except in signs is prohibited insofar as its use in an exposed or visible exterior position is concerned.

F. These covenants shall and do so hereby provide that no improvements as herein defined shall be erected, placed or altered on any building site in said development until the building or other improvement plans, specifications, and plot plan showing the location of such improvements on the particular building site have been submitted to and approved in writing as to conformity and harmony of external design with existing structures in the development, and as to location of the improvements on the building site, giving due regard to the anticipated use thereof as same may affect adjoining structures, uses and operations, and as to location of the improvements with respect to topography, grade and finished ground elevation, by the City of Gainesville, unless and until such right has been expressly assigned, and then such right will pass to such assignee; provided, however, that the Lessor, its successors or assigns, shall not be liable in damages to anyone so submitting plans for approval or to any owner or owners of land covered by this instrument by reason of mistake in judgment, negligence or non-feasance of itself, its agents or employees, arising out of or in connection with the approval or disapproval, or failure to approve any such plans; likewise

improvements on the building site, giving due regard to the anticipated use thereof as same may affect adjoining structures, uses and operations, and as to location of the improvements with respect to topography, grade and finished ground elevation, by the City of Gainesville, unless and until such right has been expressly assigned, and then such right will pass to such assignee; provided, however, that the Lessor, its successors or assigns, shall not be liable in damages to any one so submitting plans for approval or to any owner or owners of land covered by this instrument by reason of mistake in judgment, negligence or non-feasance of itself, its agents or employees, arising out of or in connection with the approval or disapproval, or failure to approve any such plans; likewise anyone so submitting plans to the Lessor for approval, by the submitting of such plans agrees that he or it will not bring any action or suit to recover for any such damages against the Lessor.. In the event Lessor fails to approve or disapprove such design and location within thirty (30) days after said plans and specifications have been submitted to it, this covenant will be deemed to have been fully complied with. Lessee, its successors and assigns, covenant to hold Lessor harmless from any and all claims of whatever nature and kind arising out of the use of the leased property from which Lessor is not protected by its governmental immunity.

G. Property fronting on the streets of the industrial areas shall have a building setback line of at least sixty-five (65) feet from street right-of-way line. No structures or buildings shall be located closer than twenty-five (25) feet to any side building site line or real property line, it being required that an open area of at least fifty (50) feet shall exist between all adjacent but separately owned improvements, both sides and rear.

H. Whenever a lot abuts upon a railroad lead track easement or right-of-way, sufficient space shall be reserved to permit the construction of a side track approximately parallel to the railroad easement or right-of-way. Where a right-of-way easement has been granted to the Seaboard Coast Line Railroad, its successors or assigns, either at the rear or side of any building site, no structures or buildings shall be

constructed on said right of way or any part thereof except with the written consent of Lessor and said Seaboard Coast Line Railroad, its successors or assigns.

I. Buildings or other structures or parking or loading areas shall not be built or maintained which, in the aggregate, cover more than 60 per cent of the total land area of the property. Neither shall any building or structure above ground extend beyond the building lines, and it is hereby declared that said area between the building lines and property lines is to be used either for open landscaped or green areas or for off-street surfaced parking areas. Said area shall be attractively landscaped with lawn, trees, shrubs, or similar materials according to plans first approved in writing by the Lessor. If said area is to be used for off-street parking, the parking arrangement and surfacing must be planted with a protective screen and likewise be approved in writing by the Lessor. Any landscaped areas shall be properly maintained thereafter in a sightly and well-kept condition. Parking areas shall likewise be maintained in good condition.

J. It shall be the responsibility of the Lessee to provide off-street parking facilities for employees, customers, and at a ratio of one (1) space for every one and one-half (1 1/2) employees employed on the premises at maximum shift; plus one (1) space for each managerial employee; plus one (1) visitor space for each ten (10) managerial staff. The size of each parking space shall not be less than three hundred (300) square feet, including aisles, but not driveways thereto. No parking of cars or trucks will be permitted in the street right-of-way. Plants requiring subsequent expansions of work force shall have the parking space requirement adjusted to accommodate the additional employment.

K. The following landscaping and site improvement conditions shall be complied with:

a. Front yard: Front yards of building sites shall be maintained in grass except walks, drive, plantings and flagpoles. Suitable planting shall be provided and maintained in front of the building or

incorporated in the architecture of the structure by means of planters. No driveways parallel to the street shall be permitted in the required minimum front yard.

b. Side yard: A partial foundation planting shall be provided.

c. Paved area: All areas subject to wheeled traffic shall be paved with bituminous concrete or equivalent surfacing and shall have appropriate bumper or wheel guards when needed. It shall be the Lessee's responsibility to extend driveways to existing or presently projected streets at no expense to the Lessor, even though part of this construction is within the street right-of-way. This work should be done in accordance to the Code of the City of Gainesville.

d. Unpaved portion of site: Any area not paved shall be maintained in grass and landscaped, including any such property which may be in a street or utility right-of-way. The removal of undergrowth, weeds, debris, rubbish, trash, excess dirt, industrial wastes or garbage, and any other unsightly material from the property shall be at no expense to the Lessor.

e. Maintenance: It shall be the responsibility of the Lessee to keep the premises, buildings and all improvements in a safe, clean, healthful and presentable condition at all times.

L. The following uses shall be permitted within the Gainesville Industrial Park:

a. Any industrial use, except rendering plants, junk yards, chemical plants, oil storage facilities, except properly stored lubricating oils, cement plants, poultry plants, or foundries, provided that uses which may cause injurious or obnoxious noise, vibrations, smoke, gas, fumes, odors, dust, fire hazard, or other objectionable conditions shall require a finding by the Lessor that the proposed location, construction, and operation will not injure unduly the other tenants in the Industrial Park, either present or future. An enclosure, such as a fence, hedge, or protective screen, shall be required for outdoor storage areas.

b. Wholesaling and warehousing.

c. Airports and airport-related uses. (Does not include fixed Base Operator)

d. Truck and bus terminals.

e. Restaurants.

f. Service stations (filling stations), as defined in the Gainesville Zoning Ordinance.

g. Farm supply and equipment sales.

h. Business offices.

i. Motels.

M. The maneuvering of trucks and trailers shall be confined to the premises of each establishment. Minimum requirements for off-street loading facilities shall be one loading space at least 12 x 60 feet with a 16-foot height clearance, if covered, for every 10,000 square feet or fraction thereof of floor area, except that all establishments must have a minimum of one 12 x 60 foot space. Loading bays shall be located only on those sides of the building not facing streets and at least twenty-five (25) feet from the nearest right-of-way line. Whenever a loading dock is to be located partially or wholly within a building such loading dock and every part thereof shall be located at least twenty-five (25) feet from the nearest right-of-way. The actual depth of such loading dock within the building or structure shall be determined in connection with the building plans or improvement plans to be approved as provided in [redacted], Sections A and F.

N. Power used in or developed or obtained for the operation of any establishment within the confines of the area subjected to these restrictions shall be confined to electrical or substantially equivalent type of power using only oil, gasoline, gas or liquid petroleum products or similar combustible materials in its production, or other products which do not produce excessive smoke, odor or fumes.

O. No billboards or advertising signs other than those identifying the name, business and products of the person or firm occupying the premises shall be permitted, except that plaques, directional signs, and a sign offering the premises for sale or lease may be permitted as provided below.

P. Only permanent signs shall be erected, except that temporary signs may be erected during the construction of the building. No banners, pennants, ribbons or similar devices shall be permitted.

The following sign regulations pertain to all buildings unless otherwise specified:

a. A maximum of two signs will be permitted for each industry occupying a building, including any sign which is part of the building's architecture. In multiple unit buildings the same number of signs will be allowed for each industry, provided that on any such building no sign fixed to the wall may extend above the roof or parapet.

b. Signs shall pertain only to the identification of the business conducted within the building and products sold or manufactured, and to the direction of visitors. No pictures or samples will be permitted on a sign except as part of a trade-mark.

c. The following types of signs will be permitted: horizontal wall signs, otherwise known as belt or face signs, excluding signs painted on the wall itself; plaques attached to the face of the building in proximity to the main entrance and bearing the name or trade-mark of the industry; signs offering the premises for sale or lease.

d. Wall signs shall have a maximum height of four feet; a maximum area of not more than three (3) square feet for each running foot of the face of the building displaying such a sign; and a maximum projection of not more than 12 inches from the face of the building. Plaques shall have a maximum area of eight (8) square feet. Directional signs shall have a maximum area of two (2) square feet. Sale signs shall be as prescribed by the Lessor.

e. Free standing signs are not encouraged but one such sign will be permitted for single occupancy buildings under the following conditions:

1. That the sign be located in the front yard only.

2. That the overall area of the free standing sign will not be in excess of 150 square feet;

3. That the actual site location, height and lighting of the sign be approved by the City Architectural Control Committee and

the Federal Aviation Authority;

4. That copy for the sign must conform to requirements stated in Paragraph P sub-paragraph "b" above;

5. Wooden or wooden frame construction is prohibited, and the sign must conform to all other provisions of the City Code.

f. Any spotlight or similar illumination shall be so directed or shielded that the light source is not visible from the street or from adjacent properties. No animated signs shall be allowed.

Q. Finished or semi-finished products and other materials placed temporarily outside of the plant will be placed on the rear half of the property. Whenever temporary storage of goods, equipment, supplies, and other materials is necessary such open storage area shall be fenced with a screening fence at least five (5) feet in height. All fencing for screening, security or other purpose shall be attractive in appearance and shall be of an all-metal industrial type of galvanized or nonferrous material treated in accordance with the definition "Protective Screening" in paragraph No. 4.

R. No fence, masonry wall, hedge or mass planting shall be permitted to extend beyond the building lines established herein except upon approval in writing by the Lessor.

S. Waste will be disposed of in a properly accepted manner, and no industry that produces industrial sewage will be allowed except upon approval in writing by the Lessor.

T. The Lessee shall agree to execute all existing easements necessary and reasonable for the further development of the Gainesville Industrial Park. Reference to easements includes those existing for gas, water, sewerage, telephone, entrance and access roads, right-of-ways and electrical lines as set forth in the Park Plan. Any additional easements essential for the further development of the Park shall not exceed a width of fifteen (15) feet above or below the ground. Lessee shall not be bound to execute future easements which will impair the Lessee's development or use of the subject parcel.

U. The Lessee herein agrees to commence construction of a building covering at lease 10,000 square feet within 1 year (one) of the execution hereof. If, after the expiration of one year from the

date of execution of any lease to any site in the Industrial Park, the Lessee thereof shall not have begun in good faith, with reasonably complete plans to carry through to prompt completion, the construction of an approved building, then the Lessor shall have the option to terminate the lease. The Lessor further reserves the exclusive right to extend the foregoing one-year period for commencement of construction whenever it shall determine that valid reasons exist therefor.

V. Each of the conditions, covenants, restrictions, and reservations set forth above shall continue and be binding upon the Lessee and upon its successors and assigns and upon each of them and all parties and all persons claiming under them for the period of the lease and exercised options.

W. The covenants herein set forth shall run with the land and bind the lessee, its successors and assigns, and all parties claiming by, through, or under it shall be taken to hold, agree and covenant with the Lessee of said building sites, its successors and assigns, and with each of them, to conform to and observe said restrictions as to the use of building sites, and the construction of improvements thereon, but no restrictions herein set forth shall be personally binding on any corporation, person or persons, except in respect to breaches committed during its, his or their leasehold of said land and Lessor or owner of any of the above land shall have the right to sue for and obtain an injunction to prevent the breach of or to enforce the observance of the restrictions above set forth, in addition to ordinary legal action for damages, and the failure of Lessor to enforce any of the restrictions herein set forth at the time of its violation, shall in no event be deemed to be a waiver of the right to do so as to any subsequent violation. The violation of these restrictions shall not defeat nor render invalid the lien or any mortgage (or deed of trust) made in good faith and for value.

X. Invalidation of any one of these covenants or any part thereof by judgments or court order shall in no wise affect any of the other provisions which shall remain in full force and effect.

6. Cancellati of Lease by Lessor

Section 1. If, at any time prior to the date fixed as the commencement of the term of this lease, a petition in bankruptcy or insolvency or for reorganization or arrangement or for the appointment of a receiver or trustee of all or a substantial part of Lessee's property is filed in any court by Lessee, or if filed against Lessee, proceedings to vacate same are not commenced within thirty (30) days thereafter and diligently prosecuted, or if Lessee makes an assignment for the benefit of creditors, without the prior written consent of Lessor, then, and in any such event, this lease shall be terminated and cancelled and neither Lessee nor any person claiming through Lessee shall be entitled to possession of the demised premises.

Section 2. If, at the date fixed as the commencement of this lease, or if, at any time during the term of this lease, a petition in bankruptcy or insolvency or for reorganization or arrangement of, for the appointment of a receiver or trustee of all or a part of Lessee's property is filed in any court by Lessee, or if filed against Lessee, proceedings to vacate same are not commenced within thirty (30) days thereafter and diligently prosecuted, or if Lessee makes an assignment for the benefit of creditors without the prior written consent of Lessor, then, and in any such event this lease shall be terminated and cancelled and neither Lessee nor any person claiming through Lessee shall be entitled to possession of the demised premises.

Section 3. If at the date fixed as the commencement of this lease or if at any time during the term of this lease a petition in bankruptcy or insolvency or for reorganization or arrangement or for the appointment of a receiver or trustee of all or a part of Lessee's property is filed in any court by Lessee, or if filed against Lessee, proceedings to vacate same are not commenced within thirty (30) days thereafter and diligently prosecuted or if Lessee makes an assignment for the benefit of creditors without the prior written consent of Lessor, then and in any of such events, this lease at the option of Lessor exercised within a reasonable time after notice of the happening of any one or more of such events may be cancelled and terminated in which event neither Lessee nor any person claiming through or under Lessee by virtue of any statute or of an order of

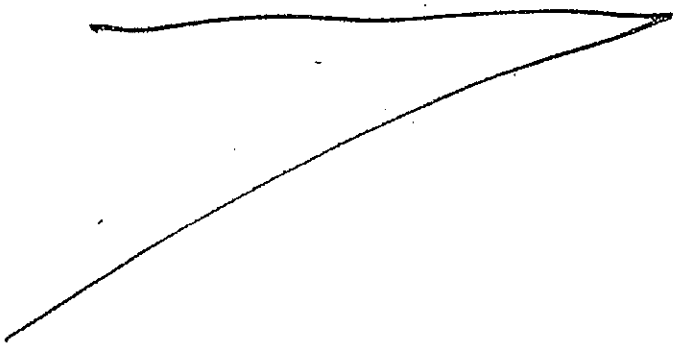
any court shall be titled to possession or to remain in possession of the premises demised, but shall forthwith quit and surrender the premises and Lessor in addition to the other rights and remedies Lessor had by virtue of any other provision herein or elsewhere in this contained by virtue of any statute or rule of law, may retain any rent or monies received by Lessor from Lessee or others in behalf of Lessee.

7. Assignment and Subletting - Lessee may assign this lease or any interest thereunder, or sub-let premises or any part thereof, or permit the use of premises by any part other than Lessee only upon the written consent of Lessor. Sub-tenants or assignees shall become liable directly to Lessor for all obligations of Lessee hereunder, without relieving Lessee of any of its liability.

8. Architectural Control Provision - The design of all structures to be placed upon the leased property shall be approved by the Building Inspector of the City of Gainesville before construction is begun and all such structures shall be constructed according to the approved design.

9. Lessor's right to assign its leasehold interests - Lessor shall have the right to sell, transfer or assign any or all its rights hereunder provided such action on the part of Lessor does not infringe upon or impair the rights of Lessee or its assigns hereunder.

10. Improvements subject to F.A.A. approval - All structures and improvements placed upon the leased property shall be subject to the approval of the Federal Aviation Administration, which approval shall be obtained by Lessee prior to any construction.



11. Lessor's er to enforce covenants - Lessor shall have the right to enforce any and all the terms of this agreement at law or in equity in any court of competent jurisdiction.

12. Lessor's possession and ownership of improvements at termination of lease - At the termination of this lease all improvements placed on said leased premises shall become the property of Lessor in fee simple, free from any lien or encumbrance whatsoever.

13. Attorney's fees - If any rent owing under this lease is collected by or through an attorney at law, Lessee agrees to pay 10% thereof as attorney's fees. Lessee waives all rights and exemptions which he may have under any law as against any obligation owing under this lease.

14. Non-discrimination Clause. The Lessee, for himself, his personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree as a covenant running with the land that (1) no person on the grounds of race, color, or national origin shall be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities, (2) that in the construction of any improvements on, over, or under such land and the furnishing of services thereon, no person on the grounds of race, color, or national origin shall be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination, (3) that the Lessee, shall use the premises in compliance with all other requirements imposed by or pursuant to Title 49, Code of Federal Regulations, Department of Transportation, Sub-title A, Office of the Secretary, Part 21, Nondiscrination in Federally-assisted programs of the Department of Transportation-Effecuation of Title VI of the Civil Rights of 1964, and as said Regulations may be amended.

15. Rental Adjustment. The above rental shall be subject to change upon an appraisal of the value thereof every 5 years, based upon the last cost of living index published by the U. S. Department of Commerce. All provisions of this lease to the contrary notwithstanding the City Commission of the City of Gainesville shall have the authority within its sole discretion to maintain the rental at the figure stated above or any subsequently

adjusted amount, should said commission determine that the economic welfare of the community requires it. The latest published cost of living index was for Dec./80 based on the 1967 price level as 100, the index was 258.

16. This lease contains the entire agreement of the parties and no representations, inducements, promises or agreements, oral or otherwise, between the parties not embodied herein shall be of any force or effect. No failure of Lessor to exercise any power given Lessor hereunder, or to insist upon strict compliance by Lessee of any obligation 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.

17. Time is of the essence of this agreement.

IN WITNESS WHEREOF the parties have executed these presents under seal in triplicate the day and year first above written.

Signed, sealed and delivered by Lessor in presence of:

Margaret Merritt

Martha O'Kelley

City of Gainesville, Georgia (L.S.)
LESSOR

By: _____
CITY MANAGER

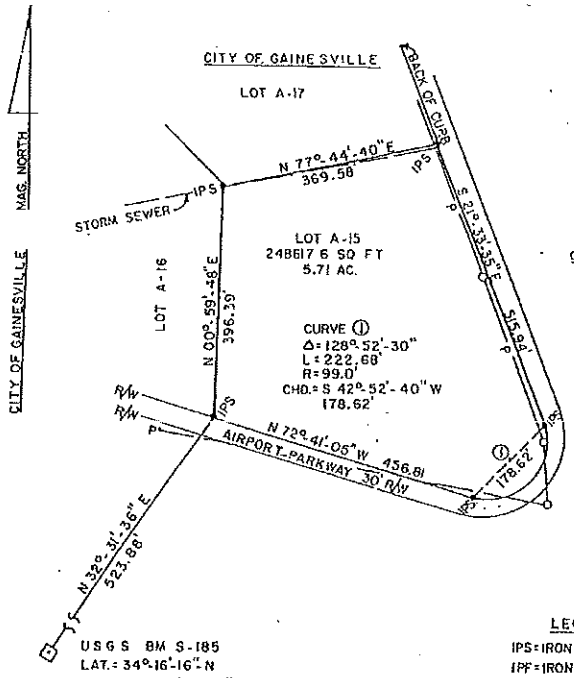
Signed, sealed and delivered by Lessee in presence of:

_____

Martha A. Barnes
N.P. expires 8-15-81

MANSFIELD OIL COMPANY OF GAINESVILLE, INC.
LESSEE

By: _____ (TITLE)



NOTE: THE TRAVERSE UPON WHICH THIS PLAT IS BASED, HAS BEEN CALCULATED FOR CLOSURE BY LATITUDES AND DEPARTURES AND IS FOUND TO BE ACCURATE WITHIN ONE FOOT IN 15,000 FEET.

In my opinion, this plat is a correct representation of the land platted and has been prepared in conformity with the minimum standards and requirements of law. Larry W. Grogan

SEAL

GEORGIA REGISTERED No. 1524 LAND SURVEYOR LARRY W. GROGAN

SURVEY FOR

AIRPORT INDUSTRIAL PARK
LOT A-15

McGILL - GROGAN & ASSOCIATES, INC.
GAINESVILLE, GEORGIA

DRAWN RTC	LAND LOT N/A	DRAWING NUMBER 7708
CHECKED LWG	LAND DIST. GAINESVILLE G.M.D.	SCALE 1" = 200'
DATE 2-18-77	COUNTY HALL	

EXHIBIT A

All that lot, tract or parcel of land in the City of Gainesville, Hall County, Georgia, known and designated as Airport Industrial Park, Lot A-15, consisting of 5.71 acres as more particularly shown by a plat prepared by Larry W. Grogan, Georgia Registered Land Surveyor, dated February 18, 1977, which plat is by reference made a part hereof.

As shown by said plat, the property embraced herein is more particularly described as follows: BEGINNING at an iron pin corner common to Lots A-15 and A-16 of the Airport Industrial Park, which corner is on the northern right-of-way of Airport Parkway and is located North 32 degrees 31 minutes 36 seconds East 523.88 feet from U.S.G.S. Bench Mark S-185; running thence from said beginning corner along the line common to Lots A-15 and A-16 North 00 degrees 59 minutes 48 seconds East 396.39 feet to an iron pin corner; running thence along the line common to Lots A-15 and A-17 of said Industrial Park North 77 degrees 44 minutes 40 seconds East 369.58 feet to an iron pin corner on the Western right-of-way of Airport Parkway; running thence along said right-of-way South 21 degrees 33 minutes 35 seconds East 515.94 feet to an iron pin; continuing thence along said right-of-way as the same curves from a Southeasterly direction to a Northwesterly direction but with the chord bearing and distance of South 42 degrees 52 minutes 40 seconds West 178.62 feet to an iron pin; thence continuing along the said right-of-way, which is the Northern right-of-way of Airport Parkway at said location, North 72 degrees 41 minutes 05 seconds West 456.81 feet to the point of beginning.

AMENDMENT OF LEASE AGREEMENT

GEORGIA, HALL COUNTY.

THIS AMENDMENT OF LEASE made and entered into on this 25 day of May, 1994, by and between THE CITY OF GAINESVILLE, GEORGIA, a municipal corporation created by act of the General Assembly of the State of Georgia, as Party of the First Part, hereinafter sometimes referred to as "Lessor" and MANSFIELD OIL COMPANY OF GAINESVILLE, INC., a corporation organized and existing under the laws of the State of Georgia with its principal office and place of doing business located at 1025 Airport Parkway in the City of Gainesville, Hall County, Georgia, hereinafter sometimes referred to as "Lessee".

WITNESSETH:

WHEREAS, the parties hereto entered into a Lease Agreement dated the 5th day of March, 1981 by the terms of which Lessor leased to Lessee, a tract of land known and designated as Parcel A-15 of the Airport Industrial Park in the City of Gainesville, Georgia, and which Lease is hereinafter referred to as the "Original Lease", a copy of which is attached hereto, marked for identification as Exhibit "A" and by this referenced incorporated herein and made a part hereof; and,

WHEREAS, pursuant to the terms and provisions of the Original Lease, the term thereof was for a period of twenty-five (25) years beginning April 1, 1981, and expiring on the 31st day of March, 2006, provided, however, that the provisions of the Original Lease granted to Lessee the exclusive right and option to extend the term of the Original Lease for two (2) additional periods of ten (10) years each upon Lessee giving written notice to Lessor of Lessee's election to so extend the term of the Original Lease, which written notice must be given not less than ninety (90) days prior to the expiration of the original term, or the extended term of the Original Lease, as applicable; and,

WHEREAS, Lessee has fully complied with all of the terms, provisions and requirements of Lessee under the Original Lease and the Original Lease is now in full force and effect and Lessee is desirous of constructing an addition to the improvements now existing on the premises, however, as a condition of Lessee's construction of such additional improvements, Lessor must first grant

to Lessee the right to further extend the term of the Original Lease for an additional period of ten (10) years making a total of three (3) option terms of ten (10) years each thereby granting to Lessee the right to extend the term of the Original Lease through March 31, 2036; and,

WHEREAS, Lessor did, at a meeting of its Mayor and Council duly assembled and held on April 19, 1994, agree to grant Lessee the right to further renew and extend the term of the Original Lease for one (1) additional term of ten (10) years as requested by Lessee and the parties hereto are desirous of reducing to this document, their agreement for Lessee to have the exclusive right and option to further extend the term of the Original Lease as aforesaid;

NOW, THEREFORE, for and in consideration of the mutual promises and benefits flowing from each of the parties hereto unto the other, and in further consideration of the agreement of Lessee to construct additional improvements on the premises, the parties hereto do hereby mutually covenant and agree as follows:

-1-

Paragraph 1 of the Original Lease entitled "Premises Leased, Term and Renewals" is hereby stricken in its entirety and there is hereby inserted in lieu thereof, a new paragraph 1 to read as follows:

"-1-

1. Premises Leased, Term and Renewals - Lessor does hereby rent and lease to the Lessee real property which is, and shall be, leased subject to the conditions, covenants, restrictions, reservations, and easements set forth herein, located in the County of Hall, State of Georgia, and is more particularly described in Exhibit "A" attached hereto and designated as Lot A-15, Block A of Gainesville Airport Industrial Park as shown by plat recorded in Plat Book 54, page 72, in the Office of the Clerk of the Superior Court of Hall County, Georgia, which plat is incorporated herein and made a part hereof by reference, for an initial term commencing on the 1st day of April, 1981, and ending on the 31st day of March, 2006.

Lessee shall have the right to renew and extend the time hereof for three additional period of ten (10) years each upon the same terms and conditions as are contained herein. Said right to renew and extend may be

-2-

exercised upon no less than ninety (90) days written notice by Lessee to Lessor prior to expiration of the original term, or the optional renewal term then in effect, as applicable, provided that Lessee is not, at the time of such exercise, in default of its performance under this Agreement. It is the intent of the parties hereto that Lessee shall have the right, at its option, to renew and extend the term of this Lease for up to three (3) additional terms of ten (10) years each thereby granting to Lessee, the right to extend the term hereof up to and through March 31, 2036."

Except as herein amended, the Original Lease and all provisions thereof are hereby ratified and confirmed by each of the parties hereto and the Original Lease shall continue in full force and effect in accordance with its original terms as herein amended.

IN WITNESS WHEREOF, The City of Gainesville, Georgia, has caused this document to be executed in its behalf by its Mayor and attested by its City Manager and Mansfield Oil Company of Gainesville, Inc. has caused this document to be executed in its behalf by its President and attested by its Secretary as of the day and year first above written.

THE CITY OF GAINESVILLE, GEORGIA, Lessor

By: John W. Morrow Jr.
Mayor

Attest: A. L. Cross
City Manager

Signed, sealed and delivered
in the presence of:

Joyce W. Shubert
Witness

Denise C. Jordan
Notary Public
My Commission Expires: 12/5/94

The above and foregoing Addendum to the Lease between the parties hereto dated March 5, 1981, is hereby approved.

By: James E. Palmour, III
James E. Palmour, III, City Attorney for
The City of Gainesville, Georgia

(EXECUTION CONTINUED ON NEXT PAGE)

MANSFIELD OIL COMPANY OF GAINESVILLE, INC.,
Lessee

Signed, sealed and delivered
in the presence of:

By: _____
President

_____
Witness

Attest _____
Secretary

_____
Notary Public
My Commission Expires: 7/14/95

C:AMNDMT.MOC

COPY

GEORGIA, COUNTY OF HALL.

This AGREEMENT, made the 5th day of March, 1981, among the CITY OF GAINESVILLE, GEORGIA, a municipal corporation of said State, first party, (hereinafter called "Lessor") and Mansfield Oil Company (a Georgia Corporation), second party, (hereinafter called "Lessee").

WITNESSETH:

1. Premises Leased, Term and Renewals - Lessor does hereby rent and lease to the Lessee real property which is, and shall be, leased subject to the conditions, covenants, restrictions, reservations, and easements set forth herein, located in the County of Hall, State of Georgia, and is more particularly described in Exhibit "A" attached hereto and designated as Lot A-15, Block 1 of Gainesville Airport Industrial Park as shown by plat recorded in Plat Book 54, page 72, in the Office of the Clerk of the Superior Court of Hall County, Georgia, which plat is incorporated herein and made a part hereof by reference, for an initial term commencing on the 1st day of April, 1981, and ending on the 31st day of March, 2006.

Lessee shall have the right to renew and extend the time hereof for two additional periods of ten (10) years each upon the same terms and conditions as are contained herein. Said right to renew and extend may be exercised upon no less than ninety (90) days written notice by Lessee to Lessor prior to expiration of the original term hereof provided that Lessee is not, at the time of such exercise, in default of its performance under this Agreement.

2. Rental - Lessee shall pay to Lessor, at its office in Gainesville, Georgia, promptly on the first day of each month in advance, during the term of this lease, a monthly rental of Two Hundred and Thirty-Eight Dollars ($238.00) ($2,855.00 Annually).

3. Use of Premises - General Purposes: The real property described herein is subject to the conditions, covenants, restrictions, reservations and easements hereby declared to insure to the proper use and appropriate development and improvement of each building site thereof; to protect the lessees of building sites against such improper use of surrounding building sites as will depreciate the value of their property; to guard against the erection thereon of structures built of improper or unsuitable materials; to insure adequate and reasonable

development of said property; to encourage the erection of attractive improvements thereon, and with appropriate locations thereof on building sites; to prevent haphazard and inharmonious improvement of building sites;/to secure and maintain proper setbacks from streets, and adequate open and clear spaces between structures; and in general to provide adequately for an attractive and high quality of improvement in said property. Lessor acknowledges and approves Lessee's intention of improving the subject site (in accordance with these restrictions) to include: Buildings, radio broadcasting tower, paving, landscaping, exterior storage area(s) and fuel dispensing facilities (for company vehicles) for the purpose of conducting the Lessee's various business enterprises, including:

Business management offices;

Warehousing and storing goods including lubricating oils and grease, gasoline dispensing equipment, computer hardware and software, foodstuff, general merchandise, as well as other goods (in compliance with applicable codes and regulations and not in violation with these restrictions) related to business activities in which Lessee is now, or may in the future be engaged;

Maintenance and repair areas for vehicles and equipment;

Loading Dock;

Parking areas for vehicles, including autos, general utility trucks and fuel transport trucks;

Fuel dispensing pump(s) with underground tank(s) for fueling company vehicles.

4. Definition of Terms: Except as specifically defined herein, all words used in these covenants have their customary dictionary definitions. For the purpose of these provisions, certain words or terms used herein shall be defined as follows: Words used in the present tense include the future tense. Words used in the singular number include the plural, and words used in the plural include the singular. The word "person" includes an individual, a firm, co-partnership, or corporation. The word "lot" includes the word "plot" or "parcel". The word "building" includes the word "structure". Terms used herein, whether referring to the masculine, feminine or neuter gender shall mean all genders. The word "shall" is always mandatory, and not merely directory. The word "used" or "occupied" as applied to any land or building shall be construed to include the words "intended, arranged, or designed to be used or occupied".

Building setback line or building line shall mean a line across

a lot between two side lot lines establishing the minimum open space to be provided between the building or buildings and the street right-of-way line.

Building site shall mean a portion or parcel of land devoted to a common use or occupied by a building or group of buildings devoted to a common use, together with the customary accessories and open spaces belonging to same. The term building site and lot shall mean the same land and shall be used interchangeably herein.

Lessor shall mean the City of Gainesville, its successors and assigns unless the context indicates otherwise.

Improvements shall mean and include a commercial or light industrial building or buildings, outbuildings appurtenant thereto, parking areas, loading areas, fences, masonry walls, hedges, lawns, mass plantings and any structures of any type or kind located above ground.

Protective screen shall mean either a permanent wooden or masonary fence at least five (5) feet in height which is at least 50 percent solid, or a planted row of shrubbery or trees capable of growth to six (6) feet in height after a period of two years and placed close enough together to touch.

Yard shall mean a space on the same lot with a principal building, open, unoccupied and unobstructed by buildings or structures from ground to sky except where encroachments and accessory buildings are expressly permitted.

Yard front, shall mean open, unoccupied space on the same lot with a principal building, extending the full width of the lot, and situated between the street right-of-way line and front line of the building projected to the side lines of the lot.

Yard rear shall mean open, unoccupied space on the same lot with a principal building, extending the full width of the lot, and situated between the real line of the lot and the rear line of the building projected to side lines of the lot.

Side Yard shall mean open, unoccupied space on the same lot with a principal building, situated between the building and the side line of the lot and extending from the rear line of the front yard to the front line of the rear yard.

5. General Restrictions

A. The admission of any occupant to the Gainesville Industrial Park shall be at the discretion of the Lessor. No industry or other business shall be established, maintained or permitted thereon which may be or become an annoyance or nuisance by reason of unsightliness or the excessive emission of smoke, dust, noise, glare, odor, fumes or vibrations. Determination of whether an industry or business is objectionable for any of the above reasons shall be at the discretion of the Lessor.

B. The Lessee shall not use any of the land or premises for the manufacture, storage, distribution or sale of materials or products which in the judgement of the Lessor shall increase the insurance rates or depreciate the value of the adjoining property or for any purposes which constitute a nuisance in the generally accepted definition of that term, or defined as such by any ordinance of the City of Gainesville, Georgia.

C. All structures and improvements must comply with Federal Aviation Administration Regulation Part 77, "Objects Affecting Navigable Air Space", or any regulation which may ultimately supercede this regulation.

D. Improvements erected on property subject to this declaration as described in paragraph I hereof, shall not exceed 27 feet in height, provided, however, that radio broadcasting tower, water towers or tanks, standpipes, penthouses or structures for housing elevators or elevator equipment, stairways, ventilating or similar equipment required to operate and maintain the building, fire or parapet walls, sky-

lights, tanks, cooling or other towers, flagpoles, gravity flow storage and/or mixing towers or similar structures may exceed this height with the written approval of the Lessor, and in conformity with Federal Aviation Administration regulations as specified in Paragraph 5 sub-section C. herein.

E. Any building or other structures other than a free standing sign, erected on the property shall be fireproof, constructed of masonry or other strong material, and conform with the City of Gainesville building codes. Wooden or frame construction except in signs is prohibited insofar as its use in an exposed or visible exterior position is concerned.

F. These covenants shall and do so hereby provide that no improvements as herein defined shall be erected, placed or altered on any building site in said development until the building or other improvement plans, specifications, and plot plan showing the location of such improvements on the particular building site have been submitted to and approved in writing as to conformity and harmony of external design with existing structures in the development, and as to location of the improvements on the building site, giving due regard to the anticipated use thereof as same may affect adjoining structures, uses and operations, and as to location of the improvements with respect to topography, grade and finished ground elevation, by the City of Gainesville, unless and until such right has been expressly assigned, and then such right will pass to such assignee; provided, however, that the Lessor, its successors or assigns, shall not be liable in damages to anyone so submitting plans for approval or to any owner or owners of land covered by this instrument by reason of mistake in judgment, negligence or non-feasance of itself, its agents or employees, arising out of or in connection with the approval or disapproval, or failure to approve any such plans; likewise

improvements on the building site, giving due regard to the anticipated use thereof as same may affect adjoining structures, uses and operations, and as to location of the improvements with respect to topography, grade and finished ground elevation, by the City of Gainesville, unless and until such right has been expressly assigned, and then such right will pass to such assignee; provided, however, that the Lessor, its successors or assigns, shall not be liable in damages to any one so submitting plans for approval or to any owner or owners of land covered by this instrument by reason of mistake in judgment, negligence or non-feasance of itself, its agents or employees, arising out of or in connection with the approval or disapproval, or failure to approve any such plans; likewise anyone so submitting plans to the Lessor for approval, by the submitting of such plans agrees that he or it will not bring any action or suit to recover for any such damages against the Lessor. In the event Lessor fails to approve or disapprove such design and location within thirty (30) days after said plans and specifications have been submitted to it, this covenant will be deemed to have been fully complied with. Lessee, its successors and assigns, covenant to hold Lessor harmless from any and all claims of whatever nature and kind arising out of the use of the leased property from which Lessor is not protected by its governmental immunity.

G. Property fronting on the streets of the industrial areas shall have a building setback line of at least sixty-five (65) feet from street right-of-way line. No structures or buildings shall be located closer than twenty-five (25) feet to any side building site line or real property line, it being required that an open area of at least fifty (50) feet shall exist between all adjacent but separately owned improvements, both sides and rear.

H. Whenever a lot abuts upon a railroad lead track easement or right-of-way, sufficient space shall be reserved to permit the construction of a side track approximately parallel to the railroad easement or right-of-way. Where a right-of-way easement has been granted to the Seaboard Coast Line Railroad, its successors or assigns, either at the rear or side of any building site, no structures or buildings shall be

constructed on said right of way or any part thereof except with the written consent of Lessor and said Seaboard Coast Line Railroad, its successors or assigns.

I. Buildings or other structures or parking or loading areas shall not be built or maintained which, in the aggregate, cover more than 60 per cent of the total land area of the property. Neither shall any building or structure above ground extend beyond the building lines, and it is hereby declared that said area between the building lines and property lines is to be used either for open landscaped or green areas or for off-street surfaced parking areas. Said area shall be attractively landscaped with lawn, trees, shrubs, or similar materials according to plans first approved in writing by the Lessor. If said area is to be used for off-street parking, the parking arrangement and surfacing must be planted with a protective screen and likewise be approved in writing by the Lessor. Any landscaped areas shall be properly maintained thereafter in a sightly and well-kept condition. Parking areas shall likewise be maintained in good condition.

J. It shall be the responsibility of the Lessee to provide off-street parking facilities for employees, customers, and at a ratio of one (1) space for every one and one-half (1 1/2) employees employed on the premises at maximum shift; plus one (1) space for each managerial employee; plus one (1) visitor space for each ten (10) managerial staff. The size of each parking space shall not be less than three hundred (300) square feet, including aisles, but not driveways thereto. No parking of cars or trucks will be permitted in the street right-of-way. Plants requiring subsequent expansions of work force shall have the parking space requirement adjusted to accommodate the additional employment.

K. The following landscaping and site improvement conditions shall be complied with:

a. Front yard: Front yards of building sites shall be maintained in grass except walks, drive, plantings and flagpoles. Suitable planting shall be provided and maintained in front of the building or

incorporated in the architecture of the structure by means of planters. No driveways parallel to the street shall be permitted in the required minimum front yard.

b. Side yard: A partial foundation planting shall be provided.

c. Paved area: All areas subject to wheeled traffic shall be paved with bituminous concrete or equivalent surfacing and shall have appropriate bumper or wheel guards when needed. It shall be the Lessee's responsibility to extend driveways to existing or presently projected streets at no expense to the Lessor, even though part of this construction is within the street right-of-way. This work should be done in accordance to the Code of the City of Gainesville.

d. Unpaved portion of site: Any area not paved shall be maintained in grass and landscaped, including any such property which may be in a street or utility right-of-way. The removal of undergrowth, weeds, debris, rubbish, trash, excess dirt, industrial wastes or garbage, and any other unsightly material from the property shall be at no expense to the Lessor.

e. Maintenance: It shall be the responsibility of the Lessee to keep the premises, buildings and all improvements in a safe, clean, healthful and presentable condition at all times.

L. The following uses shall be permitted within the Gainesville Industrial Park:

a. Any industrial use, except rendering plants, junk yards, chemical plants, oil storage facilities, except properly stored lubricating oils, cement plants, poultry plants, or foundries, provided that uses which may cause injurious or obnoxious noise, vibrations, smoke, gas, fumes, odors, dust, fire hazard, or other objectionable conditions shall require a finding by the Lessor that the proposed location, construction, and operation will not injure unduly the other tenants in the Industrial Park, either present or future. An enclosure, such as a fence, hedge, or protective screen, shall be required for outdoor storage areas.

b. Wholesaling and warehousing.

c. Airports and airport-related uses. (Does not include fixed Base Operator)

d. Truck and bus terminals.

e. Restaurants.

f. Service stations (filling stations), as defined in the Gainesville Zoning Ordinance.

g. Farm supply and equipment sales.

h. Business offices.

i. Motels.

M. The maneuvering of trucks and trailers shall be confined to the premises of each establishment. Minimum requirements for off-street loading facilities shall be one loading space at least 12 x 60 feet with a 16-foot height clearance, if covered, for every 10,000 square feet or fraction thereof of floor area, except that all establishments must have a minimum of one 12 x 60 foot space. Loading bays shall be located only on those sides of the building not facing streets and at least twenty-five (25) feet from the nearest right-of-way line. Whenever a loading dock is to be located partially or wholly within a building such loading dock and every part thereof shall be located at least twenty-five (25) feet from the nearest right-of-way. The actual depth of such loading dock within the building or structure shall be determined in connection with the building plans or improvement plans to be approved as provided in [redacted], Sections A and F.

N. Power used in or developed or obtained for the operation of any establishment within the confines of the area subjected to these restrictions shall be confined to electrical or substantially equivalent type of power using only oil, gasoline, gas or liquid petroleum products or similar combustible materials in its production, or other products which do not produce excessive smoke, odor or fumes.

O. No billboards or advertising signs other than those identifying the name, business and products of the person or firm occupying the premises shall be permitted, except that plaques, directional signs, and a sign offering the premises for sale or lease may be permitted as provided below.

P. Only permanent signs shall be erected, except that temporary signs may be erected during the construction of the building. No banners, pennants, ribbons or similar devices shall be permitted.

The following sign regulations pertain to all buildings unless otherwise specified:

a. A maximum of two signs will be permitted for each industry occupying a building, including any sign which is part of the building's architecture. In multiple unit buildings the same number of signs will be allowed for each industry, provided that on any such building no sign fixed to the wall may extend above the roof or parapet.

b. Signs shall pertain only to the identification of the business conducted within the building and products sold or manufactured, and to the direction of visitors. No pictures or samples will be permitted on a sign except as part of a trade-mark.

c. The following types of signs will be permitted: horizontal wall signs, otherwise known as belt or face signs, excluding signs painted on the wall itself; plaques attached to the face of the building in proximity to the main entrance and bearing the name or trade-mark of the industry; signs offering the premises for sale or lease.

d. Wall signs shall have a maximum height of four feet; a maximum area of not more than three (3) square feet for each running foot of the face of the building displaying such a sign; and a maximum projection of not more than 12 inches from the face of the building. Plaques shall have a maximum area of eight (8) square feet. Directional signs shall have a maximum area of two (2) square feet. Sale signs shall be as prescribed by the Lessor.

e. Free standing signs are not encouraged but one such sign will be permitted for single occupancy buildings under the following conditions:

1. That the sign be located in the front yard only.

2. That the overall area of the free standing sign will not be in excess of 150 square feet;

3. That the actual site location, height and lighting of the sign be approved by the City Architectural Control Committee and

the Federal Aviation Authority;

4. That copy for the sign must conform to requirements stated in Paragraph P sub-paragraph "b" above;

5. Wooden or wooden frame construction is prohibited, and the sign must conform to all other provisions of the City Code.

f. Any spotlight or similar illumination shall be so directed or shielded that the light source is not visible from the street or from adjacent properties. No animated signs shall be allowed.

Q. Finished or semi-finished products and other materials placed temporarily outside of the plant will be placed on the rear half of the property. Whenever temporary storage of goods, equipment, supplies, and other materials is necessary such open storage area shall be fenced with a screening fence at least five (5) feet in height. All fencing for screening, security or other purpose shall be attractive in appearance and shall be of an all-metal industrial type of galvanized or nonferrous material treated in accordance with the definition "Protective Screening" in paragraph No. 4.

R. No fence, masonry wall, hedge or mass planting shall be permitted to extend beyond the building lines established herein except upon approval in writing by the Lessor.

S. Waste will be disposed of in a properly accepted manner, and no industry that produces industrial sewage will be allowed except upon approval in writing by the Lessor.

T. The Lessee shall agree to execute all existing easements necessary and reasonable for the further development of the Gainesville Industrial Park. Reference to easements includes those existing for gas, water, sewerage, telephone, entrance and access roads, right-of-ways and electrical lines as set forth in the Park Plan. Any additional easements essential for the further development of the Park shall not exceed a width of fifteen (15) feet above or below the ground. Lessee shall not be bound to execute future easements which will impair the Lessee's development or use of the subject parcel.

U. The Lessee herein agrees to commence construction of a building covering at lease 10,000 square feet within 1 year (one) of the execution hereof. If, after the expiration of one year from the

date of execution of any lease to any site in the Industrial Park, the Lessee thereof shall not have begun in good faith, with reasonably complete plans to carry through to prompt completion, the construction of an approved building, then the Lessor shall have the option to terminate the lease. The Lessor further reserves the exclusive right to extend the foregoing one-year period for commencement of construction whenever it shall determine that valid reasons exist therefor.

V. Each of the conditions, covenants, restrictions, and reservations set forth above shall continue and be binding upon the Lessee and upon its successors and assigns and upon each of them and all parties and all persons claiming under them for the period of the lease and exercised options.

W. The covenants herein set forth shall run with the land and bind the lessee, its successors and assigns, and all parties claiming by, through, or under it shall be taken to hold, agree and covenant with the Lessee of said building sites, its successors and assigns, and with each of them, to conform to and observe said restrictions as to the use of building sites, and the construction of improvements thereon, but no restrictions herein set forth shall be personally binding on any corporation, person or persons, except in respect to breaches committed during its, his or their leasehold of said land and Lessor or owner of any of the above land shall have the right to sue for and obtain an injunction to prevent the breach of or to enforce the observance of the restrictions above set forth, in addition to ordinary legal action for damages, and the failure of Lessor to enforce any of the restrictions herein set forth at the time of its violation, shall in no event be deemed to be a waiver of the right to do so as to any subsequent violation. The violation of these restrictions shall not defeat nor render invalid the lien or any mortgage (or deed of trust) made in good faith and for value.

X. Invalidation of any one of these covenants or any part thereof by judgments or court order shall in no wise effect any of the other provisions which shall remain in full force and effect.

6. Cancellation of Lease by Lessor

Section 1. If, at any time prior to the date fixed as the commencement of the term of this lease, a petition in bankruptcy or insolvency or for reorganization or arrangement or for the appointment of a receiver or trustee of all or a substantial part of Lessee's property is filed in any court by Lessee, or if filed against Lessee, proceedings to vacate same are not commenced within thirty (30) days thereafter and diligently prosecuted, or if Lessee makes an assignment for the benefit of creditors, without the prior written consent of Lessor, then, and in any such event, this lease shall be terminated and cancelled and neither Lessee nor any person claiming through Lessee shall be entitled to possession of the demised premises.

Section 2. If, at the date fixed as the commencement of this lease, or if, at any time during the term of this lease, a petition in bankruptcy or insolvency or for reorganization or arrangement of, for the appointment of a receiver or trustee of all or a part of Lessee's property is filed in any court by Lessee, or if filed against Lessee, proceedings to vacate same are not commenced within thirty (30) days thereafter and diligently prosecuted, or if Lessee makes an assignment for the benefit of creditors without the prior written consent of Lessor, then, and in any such event this lease shall be terminated and cancelled and neither Lessee nor any person claiming through Lessee shall be entitled to possession of the demised premises.

Section 3. If at the date fixed as the commencement of this lease or if at any time during the term of this lease a petition in bankruptcy or insolvency or for reorganization or arrangement or for the appointment of a receiver or trustee of all or a part of Lessee's property is filed in any court by Lessee, or if filed against Lessee, proceedings to vacate same are not commenced within thirty (30) days thereafter and diligently prosecuted or if Lessee makes an assignment for the benefit of creditors without the prior written consent of Lessor, then and in any of such events, this lease at the option of Lessor exercised within a reasonable time after notice of the happening of any one or more of such events may be cancelled and terminated in which event neither Lessee nor any person claiming through or under Lessee by virtue of any statute or of an order of

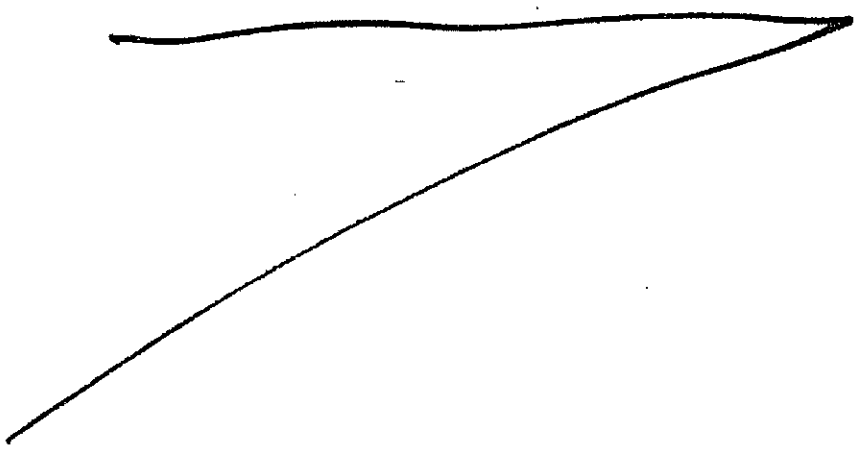
any court shall be entitled to possession or to remain in possession of the premises demised, but shall forthwith quit and surrender the premises and Lessor in addition to the other rights and remedies Lessor had by virtue of any other provision herein or elsewhere in this contained by virtue of any statute or rule of law, may retain any rent or monies received by Lessor from Lessee or others in behalf of Lessee.

7. Assignment and Subletting - Lessee may assign this lease or any interest thereunder, or sub-let premises or any part thereof, or permit the use of premises by any part other than Lessee only upon the written consent of Lessor. Sub-tennants or assignees shall become liable directly to Lessor for all obligations of Lessee hereunder, without relieving Lessee of any of its liability.

8. Architectural Control Provision - The design of all structures to be placed upon the leased property shall be approved by the Building Inspector of the City of Gainesville before construction is begun and all such structures shall be constructed according to the approved design.

9. Lessor's right to assign its leasehold interests - Lessor shall have the right to sell, transfer or assign any or all its rights hereunder provided such action on the part of Lessor does not infringe upon or impair the rights of Lessee or its assigns hereunder.

10. Improvements subject to F.A.A. approval - All structures and improvements placed upon the leased property shall be subject to the approval of the Federal Aviation Administration, which approval shall be obtained by Lessee prior to any construction.



11. Lessor's power to enforce covenants - Lessor shall have the right to enforce any and all the terms of this agreement at law or in equity in any court of competent jurisdiction.

12. Lessor's possession and ownership of improvements at termination of lease - At the termination of this lease all improvements placed on said leased premises shall become the property of Lessor in fee simple, free from any lien or encumbrance whatsoever.

13. Attorney's fees - If any rent owing under this lease is collected by or through an attorney at law, Lessee agrees to pay 10% thereof as attorney's fees. Lessee waives all rights and exemptions which he may have under any law as against any obligation owing under this lease.

14. Non-discrimination Clause. The Lessee, for himself, his personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree as a covenant running with the land that (1) no person on the grounds of race, color, or national origin shall be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities, (2) that in the construction of any improvements on, over, or under such land and the furnishing of services thereon, no person on the grounds of race, color, or national origin shall be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination, (3) that the Lessee, shall use the premises in compliance with all other requirements imposed by or pursuant to Title 49, Code of Federal Regulations, Department of Transportation, Sub-title A, Office of the Secretary, Part 21, Nondiscrination in Federally-assisted programs of the Department of Transporiation-Effecuation of Title VI of the Civil Rights of 1964, and as said Regulations may be amended.

15. Rental Adjustment. The above rental shall be subject to change upon an appraisal of the value thereof every 5 years, based upon the last cost of living index published by the U. S. Department of Commerce. All provisions of this lease to the contrary notwithstanding the City Commission of the City of Gainesville shall have the authority within its sole discretion to maintain the rental at the figure stated above or any subjsequently

adjusted amount, should said commission determine that the economic welfare of the community requires it. The latest published cost of living index was for Dec./80 based on the 1967 price level as 100, the index was 258.

16. This lease contains the entire agreement of the parties and no representations, inducements, promises or agreements, oral or otherwise, between the parties not embodied herein shall be of any force or effect. No failure of Lessor to exercise any power given Lessor hereunder, or to insist upon strict compliance by Lessee of any obligation 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.

17. Time is of the essence of this agreement.

IN WITNESS WHEREOF the parties have executed these presents under seal in triplicate the day and year first above written.

Signed, sealed and delivered by Lessor in presence of:

Margaret Merritt

Martha O'Kelley

City of Gainesville, Georgia (L.S.)
LESSOR

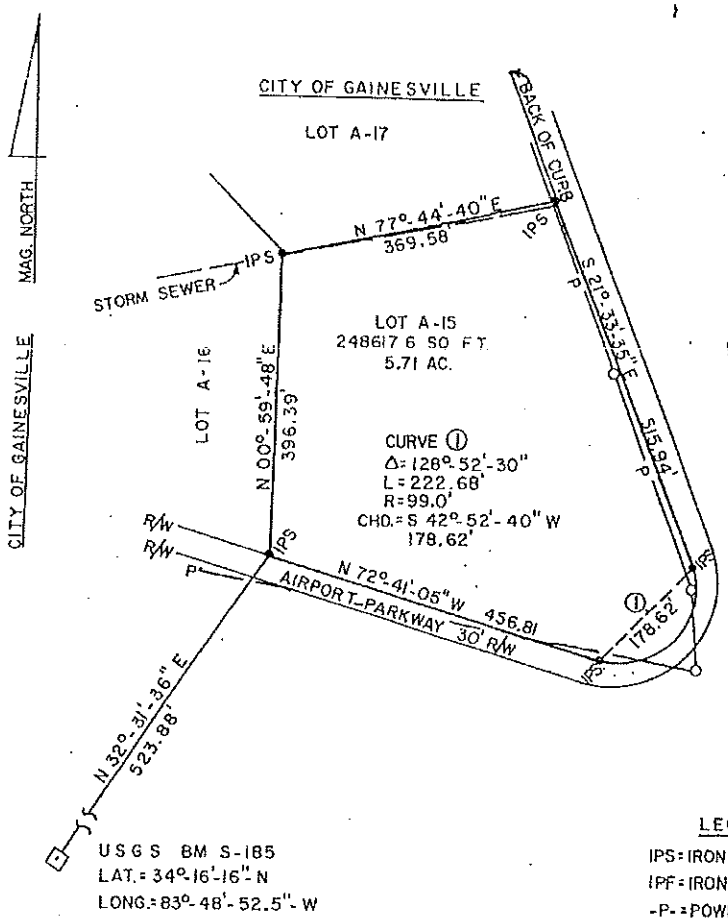
By: [signature]
CITY MANAGER

Signed, sealed and delivered by Lessee in presence of:

[signature]
Martha A. Barnes
N.P. expires 8-15-81

MANSFIELD OIL COMPANY OF GAINESVILLE, INC.
LESSEE

By: [signature]
(TITLE)



LEGEND

IPS=IRON PIN SET
IPF=IRON PIN FOUND
-P-=POWER LINE

NOTE: THE TRAVERSE UPON WHICH THIS PLAT IS BASED, HAS BEEN CALCULATED FOR CLOSURE BY LATITUDES AND DEPARTURES AND IS FOUND TO BE ACCURATE WITHIN ONE FOOT IN 15,000 FEET.

In my opinion, this plat is a correct representation of the land platted and has been prepared in conformity with the minimum standards and requirements of law.

Larry W. Grogan

SEAL

GEORGIA REGISTERED LAND SURVEYOR LARRY W. GROGAN

SURVEY FOR
AIRPORT INDUSTRIAL PARK
LOT A-15

McGILL - GROGAN & ASSOCIATES, INC.
GAINESVILLE, GEORGIA

DRAWN RTC	LAND LOT N/A	DRAWING NUMBER 7708
CHECKED LWG	LAND DIST. GAINESVILLE G.M.D.	SCALE 1" = 200'
DATE 2-18-77	COUNTY HALL	

EXHIBIT A

All that lot, tract or parcel of land in the City of Gainesville, Hall County, Georgia, known and designated as Airport Industrial Park, Lot A-15, consisting of 5.71 acres as more particularly shown by a plat prepared by Larry W. Grogan, Georgia Registered Land Surveyor, dated February 18, 1977, which plat is by reference made a part hereof.

As shown by said plat, the property embraced herein is more particularly described as follows: BEGINNING at an iron pin corner common to Lots A-15 and A-16 of the Airport Industrial Park, which corner is on the northern right-of-way of Airport Parkway and is located North 32 degrees 31 minutes 36 seconds East 523.88 feet from U.S.G.S. Bench Mark S-185; running thence from said beginning corner along the line common to Lots A-15 and A-16 North 00 degrees 59 minutes 48 seconds East 396.39 feet to an iron pin corner; running thence along the line common to Lots A-15 and A-17 of said Industrial Park North 77 degrees 44 minutes 40 seconds East 369.58 feet to an iron pin corner on the Western right-of-way of Airport Parkway; running thence along said right-of-way South 21 degrees 33 minutes 35 seconds East 515.94 feet to an iron pin; continuing thence along said right-of-way as the same curves from a Southeasterly direction to a Northwesterly direction but with the chord bearing and distance of South 42 degrees 52 minutes 40 seconds West 178.62 feet to an iron pin; thence continuing along the said right-of-way, which is the Northern right-of-way of Airport Parkway at said location, North 72 degrees 41 minutes 05 seconds West 456.81 feet to the point of beginning.

RESOLUTION BR-2006 - 10

ASSIGNMENT AND EXTENSION OF LEASE
(Parcel A-15, Gainesville Airport Industrial Park)

MANSFIELD OIL COMPANY OF GAINESVILLE, INC.

WHEREAS, the City of Gainesville, Georgia, a municipal corporation of the State of Georgia ("City") as Lessor, entered into a certain lease dated March 5, 1981 with Mansfield Oil Company of Gainesville, Inc. as Lessee, of Lot A-15 of the Airport Industrial Park as shown on plat the recorded in Plat Book 54, Page 72 of the Hall County Records and,

WHEREAS, Mansfield Oil Company of Gainesville, Inc. is required to obtain the written consent of the City to assign any interest in the Lease, and Mansfield Oil Company of Gainesville, Inc. desires to assign its interest in the Lease effective March 1, 2006 to OMS Properties, LLC another wholly owned entity owned by Michael Mansfield; and

WHEREAS, Mansfield Oil Company, LLC has requested that its lease be amended to add an additional nine months making the termination date of the lease exercising all options of December 31, 2036.

NOW, THEREFORE, BE IT RESOLVED THAT the Gainesville City Council approves the following:

1. The assignment of the interest of Mansfield Oil Company, LLC in and to the Lease to OMS Properties, LLC; and

2. The extension their lease an additional nine months to December 31, 2036; and

3. The City Manager of the City of Gainesville is herby authorized to sign the necessary documents.

Adopted this 21st day of March, 2006.

Mayor Mark Musselwhite

Council Member Myrtle W. Figueras

Mayor Pro Tem Robert L. Hamrick

Council Member Ruth Bruner

Council Member George Wangemann

ATTEST:

Denise O. Jordan, City Clerk

CITY OF GAINESVILLE GEORGIA CHARTERED 1821

CITY OF GAINESVILLE
CITY MANAGER'S OFFICE

Denise Jordan
City Clerk

Post Office Box 2496
Gainesville, Georgia 30503-2496
Telephone: 770 . 535 . 6862
Fax: 770 . 297 . 5405
Web Site: www.gainesville.org

CERTIFIED RESOLUTION

STATE OF GEORGIA
COUNTY OF HALL

This is to certify that I am City Clerk of the City Council of the City of Gainesville. As such, I keep its official records, including its minutes, and in that capacity do certify that Resolution BR-2006-10 was adopted on March 21, 2006 with documentation of such action recorded in the official minutes.

Witness of my official signature and seal this 21st day of March, 2006.

Denise O. Jordan
Denise O. Jordan, City Clerk

(Seal)

CITY OF GAINESVILLE GEORGIA CHARTERED 1821

AMENDMENT OF LEASE AGREEMENT

GEORGIA, HALL COUNTY

THIS AMENDMENT OF LEASE made and entered into on this _____ day of _____, 2006, by and between **THE CITY OF GAINESVILLE, GEORGIA**, a municipal corporation of the State of Georgia, as Party of the First Part, hereinafter sometimes referred to as "Lessor" and **MANSFIELD OIL COMPANY OF GAINESVILLE, INC.**, a corporation organized and existing under the laws of the State of Georgia with its principal office and place of doing business located at 1025 Airport Parkway in the City of Gainesville, Hall County, Georgia, hereinafter sometimes referred to as "Lessee".

W I T N E S S E T H :

WHEREAS, the parties hereto entered into a Lease Agreement dated the 5th day of March, 1981 by the terms of which Lessor leased to Lessee, a tract of land known and designated as Parcel A-15 of the Airport Industrial Park in the City of Gainesville, Georgia, and which Lease is hereinafter referred to as the "Original Lease", a copy of which is attached hereto, marked for identification as Exhibit "A" and by this reference incorporated herein and made a part hereof; and

WHEREAS, pursuant to the terms and provisions of the Original Lease, the term thereof was for a period of twenty-five (25) years beginning April 1, 1981, and expiring on the 31st day of March, 2006, provided, however, that the provisions of the Original Lease granted to Lessee the exclusive right and option to extend the term of the Original Lease for two (2) additional periods of ten (10) years each upon Lessee giving written notice to Lessor of Lessee's election to so extend the term of the Original Lease, which written notice must be given not less than ninety (90) days prior to the expiration of the original term, or the extended term of the Original Lease, as applicable; and,

WHEREAS, Lessee had fully complied with all of the terms, provisions and requirements of Lessee under the Original Lease and Lessee was desirous of constructing an

addition to the improvements then existing on the premises and requested an additional term of ten (10) years. Lessor, on April 19, 1994, agreed to grant Lessee the right to further renew and extend the terms of the Original Lease for one (1) additional term of ten (10) years as requested by Lessee making a total of three (3) option terms of ten (10) years each thereby granting to Lessee the right to extend the term of the Original Lease through March 31, 2036; and

WHEREAS, as Lessee has fully complied with all of the terms, provisions and requirements of Lessee under the Original Lease, as amended, and Lessee has requested that it be allowed to assign the Amended Lease to OMS Properties, LLC, another wholly owned entity of Michael Mansfield, and that the Lease be amended to add an additional nine (9) months to the term of the Lease, as amended, making the termination date of the Lease December 31, 2036, Lessor did, at a meeting of its Mayor and Council duly assembled and held on March 21, 2006, agree to allow Lessee to assign any interest in its Lease with Lessor, as amended to **OMS Properties, LLC**, another wholly owned entity of Michael Mansfield, and that the Lease be amended to add an additional nine (9) months to the term of the Lease, as amended, making the termination date of the Lease December 31, 2036, in the event Lessee exercises all option terms.

NOW, THEREFORE, for and in consideration of the mutual promises and benefits flowing from each of the parties hereto unto the other, and in further consideration of the agreement of Lessee to construct additional improvements on the premises, the parties hereto do hereby mutually covenant and agree as follows:

1.

Paragraph 1 of the Original Lease entitled "Premises Leased, Term and Renewals" is hereby stricken in its entirety and there is hereby inserted in lieu thereof, a new paragraph 1 to read as follows:

"-1-

1. Premises Leased, Term and Renewals - Lessor does hereby rent and lease to the Lessee real property which is, and

shall be, leased subject to the conditions, covenants, restrictions, reservations, and easements set forth herein, located in the County of Hall, State of Georgia, and is more particularly described in Exhibit "A" attached hereto and designated as Lot A-15, Block A of Gainesville Airport Industrial Park as shown by plat recorded in Plat Book 54, page 72, in the Office of the Clerk of the Superior Court of Hall County, Georgia, which plat is incorporated herein and made a part hereof by reference, for an initial term commencing on the 1st day of April, 1981, and ending on the 31st day of March, 2006.

Lessee shall have the right to renew and extend the time hereof for three additional period of ten (10) years each upon the same terms and conditions as are contained herein. Said right to renew and extend may be exercised upon no less than ninety (90) days written notice by Lessee to Lessor prior to expiration of the original term, or the optional renewal term then in effect, as applicable, provided that Lessee is not, at the time of such exercise, in default of its performance under this Agreement. It is the intent of the parties hereto that Lessee shall have the right, at its option, to renew and extend the term of this Lease for up to three (3) additional terms of ten (10) years each and to extend the last ten (10) year term by an additional nine (9) months, thereby granting to Lessee the right to extend the term hereof up to and through December 31, 2036."

2.

Pursuant to paragraph 7 of the Lease, as amended, Lessor approves the assignment of the Lease, as amended, by Lessee to OMS Properties, LLC, effective March 1, 2006. OMS

Properties, LLC shall be directly liable to Lessor for all obligations of Lessee, Mansfield Oil Company of Gainesville, Inc., and Lessee, Mansfield Oil Company of Gainesville, Inc., is not relieved of any obligations and liabilities of the terms of this Lease.

3.

Except as herein amended, the Original Lease and all provisions thereof are hereby ratified and confirmed by each of the parties hereto and the Original Lease shall continue in full force and effect in accordance with its original terms as herein amended.

IN WITNESS WHEREOF, The City of Gainesville, Georgia has caused this document to be executed in its behalf by its Mayor and attested by its City Manager and Mansfield Oil Company of Gainesville, Inc. has caused this document to be executed in its behalf by its President and attested by its Secretary as of the day and year first above written.

Signed, sealed and delivered
in the presence of:

_____
Witness

_____
Notary Public
My Commission Expires: _____

THE CITY OF GAINESVILLE, GEORGIA
Lessor

By: _____
Mayor

Attest: _____
City Manager

The above and foregoing Addendum to the Lease between the parties hereto dated _____, _____ is hereby approved.

_____
James E. Palmour III, City Attorney
for the City of Gainesville, Georgia

Signed, sealed and delivered
in the presence of:

_____
Witness

_____
Notary Public
My Commission Expires: _____

MANSFIELD OIL COMPANY OF GAINESVILLE, INC., Lessee/Assignor

By: _____
President

Attest: _____
Secretary
[IMPRINT SEAL]

Signed, sealed and delivered
in the presence of:

_____
Witness

_____
Notary Public
My Commission Expires: _____

OMS PROPERTIES, LLC
Lessee/Assignee

By: _____
Title: _____

Attest: _____
Title: _____

MANSFIELD

Mansfield Oil Company
1025 Airport Parkway SW
Gainesville, Georgia 30501
(678) 450-2000
Fax (678) 450-2200

December 3, 2015

VIA USPS REGULAR MAIL
VIA EMAIL

City of Gainesville
Attn: Bryan Lackey
City Manager
P.O. Box 2496
Gainesville, GA 30503

Re: Lease between City of Gainesville, GA and Mansfield Oil Company
Tract A-15, Airport Industrial Park

Dear Bryan:

As of the date of this notice, Mansfield hereby notifies the City of Gainesville of its election to extend the term of the referenced Lease with the City of Gainesville for an additional ten (10) year period. This extension, the second of three, will continue the Lease through March 31, 2026.

The Lease between Mansfield and the City of Gainesville, dated March 5, 1981, had an original term expiring on March 31, 2006, with Mansfield having the option of two renewal terms of ten (10) years each. Each renewal must be exercised at least ninety (90) days prior to the end of the then current term. The Amendment to the Lease, dated May 25, 1994, provides Mansfield with the option of a third ten (10) year renewal. If all renewal options are exercised by Mansfield, the term of the Agreement will continue through March 31, 2036.

Please send a reply on behalf of the City of Gainesville acknowledging and accepting this election of renewal.

Sincerely,

Wm. Bradford Puryear
General Counsel

cc: Michael F. Mansfield, Sr.

WBP/sb

CITY OF GAINESVILLE
PUBLIC WORKS
DEPARTMENT

Post Office Box 2496
Gainesville, Georgia 30503-2496
Telephone: 770.535.6882
Fax: 770.531.2674
Web Site: www.gainesville.org

January 12, 2016

Via US Mail
Via E-mail

Mr. Brad Puryear, General Council
Mansfield Oil Company
1025 Airport Parkway SW
Gainesville, Ga. 30501

Re: Lease extension between City of Gainesville and Mansfield Oil for Airport Industrial Park Lot A-15, 1025 Airport Parkway SW Gainesville, Ga. 30501.

Mr. Puryear,

This letter confirms the City of Gainesville's receipt of your letter on December 3, 2015 requesting the option of extending your ground lease with the City of Gainesville for Airport Industrial Park Lots A-15 for another ten (10) years. According to our current lease agreement, this will be your company's exercise of the second of three lease extensions. We are hereby notifying you that the City of Gainesville accepts Mansfield Oil Company's request of extending the referenced lease for an additional ten (10) year period pursuant to Part 1 of the original lease dated March 5, 1981 and the City of Gainesville Resolution 2006-10 "Assignment and Extension of Lease" dated March 21, 2006.

This lease extension will commence on the 1st day of April, 2016 and end on the 31st day of March, 2026 and will be the implementation of the second of three (10) year lease extension options.

If you need any additional information please let me know.

Sincerely,

Terry S Palmer

Terry S. Palmer
Airport Manager- Lee Gilmer Memorial Airport
City of Gainesville
Public Works Department

Cc: Mr. Bryan Lackey, City Manager
Mr. David Dockery, Public Works Director
Mr. Chris Rotalsky, Assistant Public Works Director