

WHEREAS, the Georgia General Assembly did not appropriate funds in the Fiscal Year 2014 budget to fund the DEPARTMENT's operation of the Jefferson Davis State Historic Site; and

WHEREAS, the CONCESSIONAIRE has expressed its desire and ability to manage the Jefferson Davis State Historic Site; and

WHEREAS, at its duly called meeting held on May 7<sup>th</sup>, 2014, the governing body of Irwin County voted to enter into this AGREEMENT and obligate itself as CONCESSIONAIRE to the terms and conditions provided herein.

NOW THEREFORE, in consideration of the mutual benefits accruing to the parties hereto, the DEPARTMENT and the CONCESSIONAIRE have agreed and hereby enter into this AGREEMENT according to the following terms and conditions:

1. **PROPERTY DESCRIPTION** – Those certain lands situated in Irwin County, Georgia, and commonly referred to as the Jefferson Davis State Historic Site (the “PREMISES”), more particularly described in EXHIBIT A, attached hereto and by reference made a part of this AGREEMENT.
2. **TERM** – This AGREEMENT shall be for a term of one (1) year beginning on July 1st, 2026 (the “Effective Date”) and continuing until midnight on June 30<sup>th</sup>, 2027 (the “Expiration Date”), unless sooner terminated as herein provided. The DEPARTMENT reserves the right to renew this AGREEMENT for additional terms as provided herein if such renewals are acceptable to both parties.
3. **USE OF PREMISES**
  - A. It is understood and agreed by and between the DEPARTMENT and the CONCESSIONAIRE that the PREMISES are being concessioned to the CONCESSIONAIRE for the continued operation, management and maintenance of the PREMISES and to enhance the public's awareness and appreciation of the cultural and historic resources of Georgia, and more particularly Irwin County.
  - B. The CONCESSIONAIRE acknowledges that the PREMISES, in whole or in part, has been dedicated as a Heritage Preserve to protect, conserve and preserve the cultural, natural and recreational resources of the PREMISES for the benefit of present and future generations. The CONCESSIONAIRE further acknowledges (i) that the primary