

INTERGOVERNMENTAL AGREEMENT

This agreement entered into as of the 20th day of July, 2022 between **Habersham County, Georgia, by and through the Habersham County Board of Commissioners**, a body politic and corporate, with its principal offices at 130 Jacob's Way, Clarkesville, GA 30523 (hereinafter referred to as "County") and **The Habersham County Development Authority**, a Georgia statutory development authority 130 Jacob's Way, Clarkesville, Georgia 30566 (hereinafter referred to as "Authority").

WITNESSETH:

WHEREAS, **Habersham County** owns certain tracts and parcels of land located in the center of Clarkesville, Georgia adjacent to the city square and within the corporate limits of the County; and

WHEREAS, in order to promote the proper development of said parcels for the public good, the County, the Authority and the City of Clarkesville, Georgia (hereinafter referred to as "City") are desirous of encouraging quality development of said property in keeping with the goals set forth hereinafter; and

WHEREAS, in furtherance of this goal, the parties hereto wish to enter into an agreement to provide for the Authority to promote the development of the property of County in a manner consistent with the desires of the County and the City; and

WHEREAS, Authority has agreed to promote economic development through the promotion of the sale of the property upon the terms and conditions hereinafter set forth;

NOW THEREFORE, for and in consideration of the foregoing recitals and in consideration of the mutual covenants and agreements herein contained, the parties do hereby covenant and agree as follows:

1. RECITALS

The recitals to this agreement shall be deemed a part of this agreement (hereinafter referred to as "Agreement") and also a part of the consideration between the parties.

2. PREMISES TO BE MARKETING

County owns those certain tracts and parcels of land situate, lying and being in Habersham County, Georgia and being more fully described on Exhibit "A" which is attached hereto and made a part of this Agreement (hereinafter referred to as "Premises").

3. TERM OF AGREEMENT

The term of this Agreement shall be from the 1st day of July, 2022 through the 30th day of June, 2023.

4. USES AND RESTRICTIONS

Authority shall prepare and propose marketing plans for the Premises, shall make the Premises known to prospective purchasers via issuance of Requests for Proposal (RFPs) and shall present prospective purchasers to County. County shall have the right to reject any development plan or sale proposed by Authority. As the County may sell or develop all or any portion of the Premises free from this Agreement, the Authority shall give the County written notice of each such purchase offer and/or development plan which shall describe the portion of the Premises to be sold or developed by the Authority. Likewise, the County shall give the Authority written notice of each such purchase offer and/or development plan which shall describe the portion of the Premises to be sold or developed by the County. Upon sale or development of each such portion of the Premises, the County and the Authority shall release such portion of the Premises from this Agreement by executing a reasonable release document tendered by County or Authority to confirm that such portion of the Premises is no longer subject to the terms of this Agreement. This Agreement will terminate at the earlier of (i) such time as all the Premises have been sold and/or developed by the County free from this Agreement or (ii) the natural expiration of the Agreement pursuant to the terms of paragraph 3 hereof.

5. CONDITIONS FOR DEVELOPMENT AND MARKETING

- (a) The Authority shall prepare in consultation with and approval by the County and the City a Request For Proposal (RFP) setting forth both the development and marketing goals for the Property, inclusive of any listed in 5(e) hereinafter.
- (b) The Authority shall submit all proposals to the following Review Panel which shall implement a formal scoring process of any and all bids for consideration first by the Authority which shall forward a prioritized list to the County for consideration and acceptance or rejection.
- (c) The Review Panel shall consist of the following five members:
 - (1) Executive Director for the Habersham County Development Authority
 - (2) County Manager for Habersham County
 - (3) City Manager for the City of Clarkesville
 - (4) Finance Director for Habersham County
 - (5) Executive Director for Partnership Habersham
- (d) Upon acceptance of a proposal, the Authority, in conjunction with the County, shall prepare a Purchase and Sale Agreement between the entity offering to purchase the Property and the County upon the conditions for development agreed upon by the Authority, the County and the City as part of the development of the RFPs. The County, upon approval of the Purchase and Sale Agreement, shall assign said Purchase and Sale Agreement to the Authority (which shall accept said transfer and proceed to close on the sale of the Property).
- (e) At closing, the County shall transfer to the Authority by Limited Warranty Deed the Property herein subject to the Purchase and Sale Agreement above. As consideration for the above transfer, the Authority shall remit the net sales price of the Property to the Habersham County, Georgia General Fund.

(f) The specific conditions for the development and sale of said Property are as follows:

- (1) The minimum sales price shall be determined by the County.
- (2) The development proposal shall preserve the gazebo located thereon (relocation shall be only after consultation with and approval by both the County and the City).
- (3) The development proposal shall preserve the veterans' memorial in its current location. The County shall retain an access easement for the maintenance and care of said memorial. The memorial may be relocated only by a public vote in favor thereof by the Board of Commissioners in a regular monthly meeting of the Board of Commissioners.
- (4) As an alternative to (f)(2) and (f)(3), the County may retain a portion of the property on which the gazebo and the veterans' memorial are located and provide for the continued maintenance and care of such parcel and its fixtures.
- (5) The County shall bear the reasonable costs of the issuance and consideration of the RFPs produced herein.

6. NOTICES

Any notices required to be given pursuant to the provisions of this Agreement shall be sufficient if in writing and sent by United States registered or certified mail, return receipt requested, enclosing such notice in a postage prepaid envelope addressed to the party being given such notice at the address of such party set forth below.

COUNTY

Habersham County
130 Jacob's Way
Clarkesville, GA 30523

AUTHORITY

Habersham County Development Authority
130 Jacob's Way
Clarkesville, GA 30523

CITY

City of Clarkesville
P. O. Box 21
Clarkesville, GA 30523

7. NO WAIVER

It is hereby covenanted and agreed that no waiver of a breach of any of the covenants, provisions or conditions of this Agreement shall be construed to be a waiver of any future right or of any succeeding breach of the same or any other covenant. No failure to exercise any power or right given hereunder or to insist on strict compliance by any party of any obligation hereunder and no custom or practice of the parties at variance with the terms hereof shall constitute a waiver of any right granted to either party pursuant to the terms hereof.

8. DEFAULT

The failure of Authority to perform any of the terms or provisions of this agreement shall constitute a default. In the event of a default, County's sole legal remedy shall be a suit for damages. The failure of County to perform any of the terms or provisions of this agreement shall constitute a default. In the event of a default, Authority may file suit for damages, sue for specific performance, or any combination thereof.

9. MISCELLANEOUS

(a) Time is of the essence of this Agreement.

(b) This Agreement has been delivered in the State of Georgia and its validity and interpretation shall be governed by the laws of said state.

(c) The County and the Authority shall not amend or modify this Agreement without the written consent of the other.

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

COUNTY:

HABERSHAM COUNTY, GEORGIA



By: _____

Bruce Palmer – Chairman
Habersham County Board of Commissioners

Attest: _____

Brandilyn Carnes - Clerk

(SEAL)

AUTHORITY:

**HABERSHAM COUNTY, GEORGIA
DEVELOPMENT AUTHORITY**

By: _____
Chairperson

Attest: _____
Secretary