

STATE OF GEORGIA

COUNTY OF HALL

**IMPROVED REAL ESTATE TRANSFER AGREEMENT FOR PROPERTY LOCATED**

**AT 1255 VINE STREET, GAINESVILLE, GEORGIA**

This Agreement is made and entered into this 9th day of November, 2022 by and between Hall County, Georgia with the address of 2875 Browns Bridge Road, Gainesville, Georgia 30504 (hereinafter the "County"), and the Hospital Authority of Hall County and the City of Gainesville, with the address of 743 Spring Street, Gainesville, Georgia 30501 (hereinafter the "Hospital Authority").

**WHEREAS**, the County currently owns in fee simple certain improved real property known as 1255 Vine Street, Gainesville, Georgia 30501 ("the Property"); and

**WHEREAS**, the County has determined that the Property is unserviceable pursuant to Hall County Code Section 3.10.180; and

**WHEREAS**, the County desires to transfer the Property to the Hospital Authority, and

**WHEREAS**, the County desires that the current lessee of the Property, North Georgia Works, Inc., be allowed to continue to lease the Property for the remaining term of the lease thereon, a copy of which is attached hereto as Exhibit A; and

**WHEREAS**, the County's ordinances specifically permit a transfer of the Property to the Hospital Authority pursuant to Hall County Code Section 3.10.180 (A)(2)(d); and

**WHEREAS**, Georgia law specifically permits a transfer of the Property to the Hospital Authority pursuant to O.C.G.A. Section 36-9-3 (a)(3)(A); and

**WHEREAS**, the Hospital Authority is a public body corporate and politic which owns the facilities and real estate that comprise the Northeast Georgia Medical Center, Gainesville campus, in Gainesville, Georgia; and

**WHEREAS**, the Hospital Authority is charged with providing for the public health needs of the community; and

**WHEREAS**, the Hospital Authority is willing to accept the transfer of the Property; and

**WHEREAS**, the Hospital Authority is willing to continue the current lease of the Property to the current lessee for the remaining term of its lease thereon; and

**WHEREAS**, the parties believe that the transfer of the Property and the transfer of the Property's existing lease from the County to the Hospital Authority would promote the health, safety, and general welfare of the citizens of Hall County, Georgia.

**NOW THEREFORE**, the parties hereto enter into this Improved Real Estate Transfer Agreement for the Property according to the following terms.

#### **AGREEMENT**

##### **1. Hall County's Responsibilities**

For and in consideration of the valuable promises made herein by the Hospital Authority, the County agrees to deed to the Hospital Authority via quitclaim deed all of its rights and interest in the Property and improvements thereon which is described as 1255 Vine Street, Gainesville, Georgia 30501 and which is more particularly described in Exhibit B hereto, within ninety (90) days of the date that this Agreement is fully approved and executed by all parties hereto. The County further agrees to pass all resolutions necessary to effect the transfer of the property to the Hospital Authority.

##### **2. Hospital Authority's Responsibilities**

For and in consideration of the valuable promises made herein by the County, the Hospital Authority agrees to accept the transfer of the Property and improvements thereon and agrees to fully honor and continue the current existing lease on the property to the current lessee for the

remaining term of the existing lease. The Hospital Authority further agrees that following the fee simple transfer of the Property and improvements thereon from the County, the County shall have no further obligation relating to the Property or improvements thereon (including any obligations relating to the existing lease), or relating to the Property's lessee. The quitclaim deed of the Property shall be filed with the Hall County Clerk of Court's real estate records.

### **3. Continuing Responsibilities**

Following the transfer of the property to the Hospital Authority, the Hospital Authority shall thereafter assume all costs, utilities, leases, debts, liabilities, repairs, duties, legal responsibilities, and obligations relating to the Property and improvements thereon (including all obligations relating to the existing lease), and the parties agree that the County shall have no further duty or obligation relating to the Property or improvements thereon. Following the transfer of the Property to the Hospital Authority, the Hospital Authority shall act as landlord for the Property as to the current lessee for the remaining term of the existing lease on the Property, and the County shall no longer have any duties or responsibilities to act as landlord for the Property or improvements thereon. The Hospital Authority further agrees to use the Property solely to further the purposes of the Authority as described in its charter documents, including providing for the health care needs of the surrounding community.

### **4. Severability**

If any paragraph, sub-paragraph, sentence, clause, phrase, or portion of this Agreement is declared invalid or unconstitutional by any Court of competent jurisdiction or if the provisions of any part of this Agreement as applied to any particular situation or set of circumstances shall be declared invalid or unconstitutional, such invalidity shall not be construed to affect the remaining

portions of this Agreement not so held to be invalid or the application of this Agreement to other circumstances not so held to be invalid.

**5.       Venue**

The parties agree that this Agreement shall be interpreted, construed, and enforced in accordance with the laws of the State of Georgia. To the extent that any party brings suit to enforce the terms of this Agreement, including suit in equity, the parties agree and consent to file any such suit in the Superior Court of Hall County, Georgia.

**6.       Modification**

This Agreement may not be modified, amended, or added to except in writing fully executed by all the parties hereto. This Agreement constitutes the sole and entire agreement and understanding between the parties as to the subject matter hereof, and no verbal promises have been made by any party in relation hereto.

**7.       Third Parties**

This Agreement shall be binding upon and is for the benefit of the parties hereto and their respective successors in interest and assigns only and is not intended to benefit any other third party or to give rise to any duty or causes of action for any other third party.

**8.       Immunities**

No provision of this Agreement is intended to nor shall it be construed to in any way waive any immunities, protections, or defenses provided to any party hereto by the laws of the State of Georgia or by federal law.

## 9. Authorization

The parties hereto specifically represent and certify that they have the power and authority under law to enter into this Agreement, and that the signatories below are authorized to sign this Agreement on behalf of each party hereto.

## 10. Remedies

In the event that any party to this Agreement breaches this Agreement, the non-breaching party or parties shall provide written notice to the breaching party which describes the breach of this Agreement. The party whose breach is alleged shall have 30 days from the date of receipt of the written notice to cure the breach or to otherwise negotiate a resolution of the breach. If the breach has not been cured and the parties hereto have not resolved the issue described in the notice letter by 30 days after receipt of the notice letter, the party or parties authoring the letter shall be entitled to seek any and all remedies allowed by Georgia law, including damages, equitable relief, declaratory relief, and/or specific performance.

## 11. Notice

Any and all notice required hereunder shall comply with the requirements of this paragraph. Each such notice shall be in writing and shall be sent either by email, personal delivery, or mailed by registered or certified mail, return receipt requested, with postage prepaid to the appropriate party. The addresses of the parties to which notices are to be sent shall be as follows:

COUNTY: Hall County, Georgia  
2875 Browns Bridge Road  
Gainesville, Georgia 30504  
Attn: County Administrator/County Attorney  
Email: [jconnell@hallcounty.org](mailto:jconnell@hallcounty.org); [vstephens@hallcounty.org](mailto:vstephens@hallcounty.org)

AUTHORITY: The Hospital Authority of Hall County and the City of Gainesville  
743 Spring Street  
Gainesville, Georgia 30501

**12. No Waiver**

The failure of any party or parties hereto to seek a remedy for any alleged breach of this Agreement shall not constitute a waiver of any claim, cause of action, or remedy allowed by Georgia law for breach hereof.

**13. Captions**

Titles or captions of paragraphs contained in this Agreement are inserted only as a matter of convenience and for reference and in no way define, limit, extend, or describe the scope of this Agreement or the intent of any provision hereof.

**14. Counterparts**

Multiple counterparts of this Agreement may be executed by parties hereto. Each such counterpart shall have the full force and effect of an original executed instrument. Delivery of an executed signature page of this Agreement by email delivery of a PDF file shall be as effective as delivery of a manually executed original counterpart hereof.

In witness whereof, the parties hereto have set their hands and affixed their seals the day and year first above written.

**HALL COUNTY, GEORGIA**

By: 

Richard Higgins, Chairman  
Hall County Board of  
Commissioners

ATTEST:

  
(\$EAL)  
Jennifer Rivera, County Clerk

[Signatures continued from preceding page.]

Sworn to and subscribed before me this  
9th day of NOVEMBER, 2022.

Notary Public

My commission expires: MARCH 18, 2023



APPROVED AS TO FORM:



Van Stephens, County Attorney

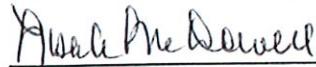
THE HOSPITAL AUTHORITY  
OF HALL COUNTY AND THE  
CITY OF GAINESVILLE

By: Murphy Randolph

Title: Chair

Attest: Vicky Curtis

Sworn to and subscribed before me this  
10th day of DECEMBER, 2022.



Notary Public

My commission expires: 6/13/2024



## Exhibit A

## **Exhibit B**

## Exhibit A

## COMMERCIAL LEASE

THIS LEASE, made this 6th day of March, 2018 by and between Hall County, Georgia, first party (hereinafter called "Landlord") and North Georgia Works, Inc., second party (hereinafter called "Tenant");

### WITNESSETH:

#### PREMISES

1. The Landlord, for and in consideration of the rents, covenants, agreements and stipulations hereinafter mentioned, provided for and contained, to be paid, kept and performed by the Tenant, has leased and rented, and by these presents leases and rents, unto the said Tenant, and said Tenant hereby leases and takes upon the terms and conditions which hereinafter appear, the following described property (hereinafter called "Premises"), to wit:

See attached Exhibit "A"

and being known as 1255 Vine Street, Gainesville, GA 30501. No easement for light or air is included in the Premises.

#### TERM

2. The Tenant shall have and hold the Premises for a term of One (1) Year, beginning on the 7th day of March, 2018 and ending on the 6th day of March, 2019, at midnight, unless sooner terminated as hereinafter provided.

#### RENTAL

3. Tenant agrees to pay to Landlord, by payments to Hall County, Landlord, who negotiated this Lease, at the office of Landlord, an annual rental in the amount of \$1,00 which shall be paid promptly on the first day of each year in advance during the term of this Lease.

Rent shall be paid in advance on the first day of each year and shall not be considered past due by Landlord if received prior to the Tenth (10th) day of the year in which it becomes due. Any rent or outstanding balance received after the Tenth (10<sup>th</sup>) day of each year will be subject to a Fifteen Percent (15%) late fee.

#### SECURITY DEPOSIT

4. No security deposit shall be required.

#### UTILITY BILLS

5. Tenant shall pay the total monthly utility bills, including, but not limited to gas, electricity, fuel, light, and heat bills for the Premises.

#### USE OF PREMISES

6. Premises shall be used for Transitional Housing for Workforce Development purposes and no other. Premises shall not be used for any illegal purposes, nor in any manner to create any nuisance or trespass, nor in any manner to violate the insurance or increase the rate of insurance on premises.

#### ABANDONMENT OF THE PREMISES

7. Tenant agrees not to abandon or vacate the Premises during the period of this Lease and agrees to use the Premises for the purposes herein until the expiration hereof.

#### REPAIRS BY LANDLORD

8. Landlord shall not be responsible for any repairs to the Premises. Landlord gives to Tenant exclusive control of the Premises and shall be under no obligations to inspect said Premises.

#### REPAIRS BY TENANT

9. Tenant accepts the Premises in their present condition and as suited for the uses intended by Tenant. Tenant shall, throughout the initial term of this Lease, and any extension or renewal thereof, at its expense, maintain the Premises in good order and repair. Tenant agrees to keep in good repair the roof,

including gutters and downspouts foundations and exterior walls of the Premises, and underground utility and sewer pipes outside the exterior walls of the building. Heating and air conditioning equipment (including, but not limited to replacement of parts, compressors, air handling units and heating units), and other improvements located thereon shall be the responsibility of Tenant. Tenant further agrees to care for the grounds around the building, including the parking lot and drive, the mowing of grass, paving, care of shrubs and general landscaping. Tenant agrees to return the Premises to Landlord at the expiration, or prior to termination, of this Lease in as good condition and repair as when first received, natural wear and tear, damage by storm, fire, lightning, earthquake or other casualty alone excepted.

#### **DESTRUCTION OF OR DAMAGE TO PREMISES**

10. If the Premises are totally destroyed by storm, fire, lightning, earthquake or other casualty, this Lease shall terminate as of the date of such destruction, and rental shall be accounted for as between Landlord and Tenant as of that date. If the Premises are damaged but not wholly destroyed by any such casualties, rental shall abate in such proportion as use of the Premises has been destroyed, and Landlord shall restore Premises to substantially the same condition as before damage as speedily as is practicable, whereupon full rental shall recommence. If damage cannot be repaired within sixty (60) days, Tenant shall have the option of terminating this Lease.

#### **INDEMNITY**

11. Tenant agrees to and hereby does, indemnify and save Landlord harmless against all claims for damages to persons or property by reason of Tenant's use or occupancy of Premises, and all expenses incurred by Landlord because thereof, including attorneys fees and court costs except those arising out of Landlord's (or its agents, employees, or contractors) gross negligence or willful misconduct.

Tenant shall, at all times during the Lease term and at its own expense, keep in full force and effect comprehensive general liability insurance with "personal injury" coverage, with minimum limits of \$1,000,000.00 on account of bodily injuries to, or death of, one or more than one person as the result of any one accident or occurrence and \$600,000.00 on account of damage to property. Such policy shall name the Landlord as additional insured. Landlord shall not be obligated to insure any personal property of Tenant upon or within the Leased Premises, any fixtures installed or paid for by Tenant upon or within the Leased Premises, or any improvements which Tenant may construct on the Leased Premises. Tenant shall have no right in or claim to the proceeds of any policy of insurance maintained by Landlord. Tenant at all times during the term of this Lease shall, at its own expense, keep in full force and effect such insurance on its property against fire and such other risks as Tenant deems appropriate, using "blanket" insurance coverage if it so desires.

#### **GOVERNMENTAL ORDERS**

12. Tenant agrees, at his own expense, promptly to comply with all requirements of any legally constituted public authority made necessary solely by reason of Tenant's specific use the Premises. Landlord agrees promptly to comply with any such requirements if not made necessary by reason of Tenant's specific use. It is mutually agreed, however, between Landlord and Tenant, that if in order to comply with such requirements, the cost to Landlord or Tenant, as the case may be, shall exceed a sum equal to \$10,000.00, then the Landlord or Tenant who is obligated to comply with such requirements may terminate this Lease by giving written notice of termination to the other party, by registered mail, which notice shall become effective sixty (60) days after receipt of such notice, and which notice shall eliminate necessity of compliance with such requirement by party giving such notice unless party receiving such notice of termination shall, before termination becomes effective, pay to party giving notice all cost of compliance in excess of one year's rent, or secure payment of said sum in manner satisfactory to party giving notice.

#### **CONDEMNATION**

13. If any portion of the Premises, or such portion of the building or property as will make the Premises unusable for the purposes herein leased, condemned by any legally constituted authority or any public use or purpose, then in either of said events the term hereby granted shall cease from the date when possession thereof is taken by public authorities, and rental shall be accounted for as between Landlord and Tenant as of said date. Such termination, however, shall be without prejudice to the rights of either Landlord or Tenant to recover compensation and damage caused by condemnation from the condemner. It is further understood and agreed that neither the Tenant nor Landlord shall have any rights in any

award made to the other by any condemnation authority notwithstanding the termination of the Lease as herein provided.

#### **ASSIGNMENT AND SUBLETTING**

14. Tenant may sublease portions of the Premises to others provided such sublessee's operation is a part of the general operation of Tenant and is under the supervision and control of Tenant, creates no burden on Landlord with compliance of building codes as it relates to multi-tenant occupancy and provided such operation is within the purposes for which the Premises shall be used. Except as provided in the preceding sentence, or with Landlord's written consent (which will not be unreasonably withheld, conditioned or delayed), Tenant shall not, without the prior written consent of Landlord endorsed hereon, assign this Lease or any interest hereunder, or sublet the Premises or any part thereof, or permit the use of the Premises by any party other than Tenant. Consent to any assignment or sublease shall not impair this provision, and all later assignments or subleases shall be made likewise only on the prior written consent of Landlord. Assignee of Tenant, at option of Landlord, shall become directly liable to Landlord for all obligations of Tenant hereunder, but no sublease or assignment by Tenant shall relieve Tenant of any liability hereunder.

#### **REMOVAL OF FIXTURES**

15. Tenant may (if not in default hereunder) prior to the expiration of this Lease, or any extension or renewal thereof, remove all fixtures and equipment which he has placed in the Premises, provided Tenant repairs all damage to the Premises caused by such removal.

#### **EVENTS OF DEFAULT**

16. The happening of any one or more of the following events (hereinafter any one of which may be referred to as an "Event of Default") during the term of this Lease, or any renewal or extension thereof, shall constitute a breach of this Lease on the part of the Tenant: (1) Tenant fails to pay the rental within ten (10) days of written notice; (2) Tenant abandons or vacates the Premises; (3) Tenant fails to comply with or abide by and perform any other obligation imposed upon Tenant under this Lease, and Tenant fails to take reasonable effort to cure such failure within thirty (30) days of Landlord's written notice; (4) Tenant is adjudicated bankrupt; (5) a permanent receiver is appointed for Tenant's property and such receiver is not removed within sixty (60) days after written notice from Landlord to Tenant to obtain such removal; (6) Tenant, either voluntarily or involuntarily, takes advantage of any debtor relief proceedings under any present or future law, whereby the rent or any part thereof is, or is proposed to be reduced or payment thereof deferred; (7) Tenant makes an assignment for benefit of creditors; or (8) Tenant's effects are levied upon or attached under process against Tenant, which is not satisfied or dissolved within thirty (30) days after written notice from Landlord to Tenant to obtain satisfaction thereof.

#### **REMEDIES UPON DEFAULT**

17. Upon the occurrence of any Event of Default, Landlord may pursue any one or more of the following remedies, separately or concurrently, without any notice (except as specifically provided hereinafter) and without prejudice to any other remedy herein provided or provided by law: (a) If the Event of Default involves nonpayment of rental, and Tenant fails to cure such default within ten (10) days after receipt of written notice thereof from Landlord, or in the Event of Default involves a default in performing any of the terms or provisions of this Lease other than the payment of rental, and Tenant fails to cure, or fails to commence a cure, such default within thirty (30) days after the receipt at written notice of default from Landlord. Landlord may terminate this Lease by giving written notice to Tenant and, upon such termination shall be entitled to recover from the Tenant damages in an amount equal to all rental which is then due and which would otherwise have become due throughout the remaining term of this lease, or any renewal or extension thereof (as if this Lease had not been terminated); or (b) If the Event of Default involved any matter other than those set forth in Item (a) of this Paragraph 17 the Landlord may terminate this Lease by giving written notice to Tenant and upon such termination, shall be entitled to recover from Tenant damages in an amount equal to all rent which is then due and which would otherwise have become due throughout the remaining term of this Lease or any renewal or extension thereof (as if this Lease had not been terminated); or (c) upon any Event of Default Landlord may give to Tenant written notice of such default and advise Tenant that unless such default is cured within ten (10) days after receipt of such notice, the entire amount of the rental for the remainder of the term of this Lease or any renewal or extension thereof, shall immediately become due and payable upon the expiration of the ten day period, and thereafter, unless all the terms and provisions of this Lease are fully complied with by the

Tenant within said ten-day period, the entire amount of said rental shall thereupon become immediately due and payable without further notice to Tenant; or (d) upon any Event of Default. Landlord, as Tenant's agent, without terminating this Lease may enter upon and rent the Premises, in whole or in part, at the best price obtainable by reasonable effort without advertisement and by private negotiations and for any term Landlord deems proper, with Tenant being liable to Landlord for the deficiency, if any, between Tenant's rent hereunder and the price obtained by Landlord on reletting; provided, however, that Landlord shall not be considered to be under any duty by reason of this provision to take any action to mitigate damages by reason of Tenant's default.

#### **EXTERIOR SIGNS**

18. Any and all signs placed on the Premises by Tenant shall be maintained in compliance with rules and regulations governing such signs, and the Tenant shall be responsible to Landlord for any said signs and agrees upon removal of said signs to repair all damage incident to such removal.

#### **ENTRY FOR CARDING, ETC.**

19. Landlord may card the Premises "For Rent" or "For Sale" sixty (60) days before the termination of this Lease. Landlord may enter the Premises at reasonable hours to exhibit same to prospective purchasers or tenants and to make repairs required of Landlord under the terms hereof, or to make repairs to Landlord's adjoining property, if any.

#### **EFFECT OF TERMINATION OF LEASE**

20. No termination of this Lease prior to the normal ending thereof, by lapse of time or otherwise, shall affect Landlord's right to collect rent for the period prior to termination thereof.

#### **NO ESTATE IN LAND**

21. This Lease shall create the relationship of Landlord and Tenant between the parties hereto; no estate shall pass out of Landlord. Tenant has only a usufruct not subject to levy and sale, and not assignable by Tenant except by Landlord's consent.

#### **HOLDING OVER**

22. If Tenant remains in possession of the Premises after expiration of the term hereof, with Landlord's acquiescence and without any express agreement of parties, Tenant shall be a tenant-at-will at the rental rate which is in effect at end of Lease and there shall be no renewal of this Lease by operation of law. If Tenant remains in possession of the Premises after expiration of the term hereof without Landlord's acquiescence, then Tenant shall be a tenant-at-sufferance and, commencing on the date following the date of such expiration, the annual rental payable under Paragraph 3 hereof shall, for each year, or fraction thereof, during which Tenant so remains in possession, be 150% the annual rental otherwise payable under Paragraph 3 hereof. This under either case, Tenant shall be required to vacate the building within thirty (30) days by written notice to Landlord.

#### **ATTORNEY'S FEE AND HOMESTEAD**

23. If any rent or other sum owing under this Lease is collected by or through an attorney at law, Tenant agrees to pay fifteen percent (15%) thereof as attorney's fees. Tenant waives all homestead rights and exemptions, which he may have under any law as against any obligation owing under this Lease. Tenant hereby assigns to Landlord his homestead exemption.

#### **RIGHTS CUMULATIVE**

24. All rights, powers and privileges conferred hereunder upon parties hereto shall be cumulative and not restrictive of those given by law.

#### **SERVICE OF NOTICE**

25. Tenant hereby appoints as his agent to receive service at all dispossessory or distract proceedings and notices hereunder, and all notices required under this Lease, the person in charge of the Premises at the time, or occupying the Premises; and if no person is in charge of, or occupying the Premises, then such service or notice may be made by attaching the same on the main entrance to the Premises. A copy of all notices under this Lease shall also be sent to Tenant's last known address, if different from Premises.

**WAIVER OF RIGHTS**

26. No failure of Landlord to exercise any power given Landlord hereunder, or to assist upon strict compliance by Tenant of his obligations hereunder, and no custom or practice of the parties at variance with the terms hereof shall constitute a waiver of Landlord's rights to demand exact compliance with the terms hereof.

**DISCLOSURE OF OWNERSHIP**

27. The owner of the Premises is Hall County, Georgia, whose address is P.O. Box 1435, Gainesville, GA 30503, and the person authorized to manage the Premises is Hall County, Georgia, whose address is P.O. Box 1435, Gainesville, GA 30503. Service of process and demands and notices as to the Landlord shall be made on Hall County, Georgia, whose address is P.O. Box 1435, Gainesville, GA 30503, who is authorized to acknowledge the receipt of same.

**AGENCY DISCLOSURE**

28. The Simpson Company of Georgia, Inc. has acted as agent for the Tenant in this transaction and is to be paid by the Landlord a commission of \$0.00 for negotiating this transaction.

All licensed real estate agents are obligated by law to treat you honestly and fairly. They must:

Present all offers to the owner promptly; respond honestly and accurately to questions concerning the property; disclose material facts the agent knows or reasonably should know about the property; offer the property without regard to race, creed, sex, religion, or national origin.

Representing the owner a real estate agent can provide you with information about available properties and sources of financing; show you available properties and describe their attributes and amenities; assist you in submitting an offer to purchase or lease. You may, if you feel it necessary, obtain professional advice from other sources.

The real estate agent who presents the disclosure form to you must act in compliance with his or her firm's policies. Agents for a real estate firm must represent owner of any property listed for sale or lease with that firm. They must also represent the owner of any property listed in any multiple listing service to which their firm belongs unless the owner has, in writing, released them from that obligation prior to their offering the property to a prospective purchaser. On properties not listed for sale or lease with the firm, (the firm, not the individual agent) may elect to represent either the owner of the property or the prospective purchaser or lessee.

**TIME IS OF THE ESSENCE**

29. Time is of the essence of this Lease.

**DEFINITIONS**

30. "Landlord" as used in this Lease shall include first party, his heirs, representation assigns and successors in title to the Premises. "Tenant" shall include second party, his heirs and representatives, and if this Lease shall be validly assigned or sublet, shall include also Tenant's assignees or sublessees, as to the Premises covered by such assignment or sublease.

**SPECIAL STIPULATIONS**

In so far as the following stipulations conflict with any of the foregoing provisions, the following shall control:

1. See Attached Exhibits "A" and "B"

This Lease contains the entire agreement of the parties hereto and no representations, inducements, promises or agreements, oral or otherwise, between the parties, not embodied herein, shall be of any force or effect.

IN WITNESS WHEREOF, the parties herein have hereunto set their hands and seals, in triplicate, the day and year first above written.

LANDLORD: HALL COUNTY, GEORGIA

By: Chairman  
Its: Chairman  
Date: March 6, 2018

787800-1  
3/2/18

TENANT: NORTH GEORGIA WORKS,  
INC.

By: Douglas A. Hanson, III  
Its: President  
Date: March 6, 2018

EXHIBIT "A"

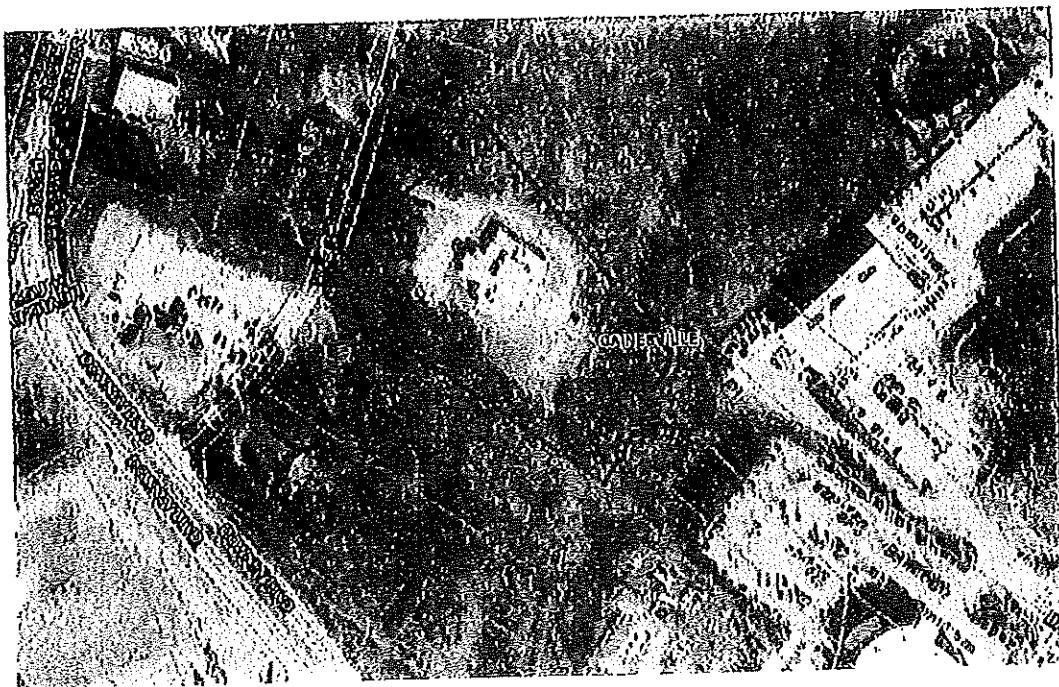


EXHIBIT "B"

SPECIAL STIPULATIONS

1. The initial term of this lease shall be as provided in Item 2 (TERM) hereof to be followed by 24 consecutive annual renewal terms which shall automatically renew unless either party is found to be in default as provided in Item 16 hereof at the termination of the initial term or any subsequent renewal term or unless sooner otherwise terminated as herein provided.
2. This Lease shall be contingent upon Tenant obtaining all necessary permits from the City of Gainesville for using Premises as a Transitional Housing Facility for Workforce Development. If Tenant is unable to obtain all necessary permits for said use, this lease shall terminate and shall be null and void.
3. Notwithstanding any terms or provision of this lease agreement to the contrary this lease agreement shall terminate absolutely and without further obligation on the part of Hall County, Georgia at the close of the calendar or fiscal year in which it was executed and at the close of each succeeding calendar or fiscal year for which it may be renewed. O.C.G.A. Section 36-60-133(1).
4. In the event that Tenant upon taking possession of the premises should undertake to renovate the premises so as to be more suitable for Tenant's intended use, Tenant shall be responsible for removal of all county furnishings, fixtures, equipment and materials found necessary by Tenant to be removed prior to or during renovation and shall furthermore be responsible for placing such property into a facility which county approves as satisfactory and adequate for the storage of such property.
5. During the tenure of the lease Tenant shall make available for Landlord's use an interior storage space in the approximate size of 8' x 12' (96 square feet) for the use by Landlord for storage of non-hazardous material.

767800-1  
3/2/18

## **Exhibit B**



Parcel ID	01064 001029A	Owner	HALL COUNTY	Last 2 Sales			
Class Code	Exempt		P O BOX 1435	Date	Price	Reason	Qual
Taxing District	GAINESVILLE 1		GAINESVILLE, GA 30503	12/20/2004	0	n/a	U
Acres	4.1	Physical Address	1255 NE VINE ST	12/20/2004	0	12	U
		Assessed Value	Value \$1952700				

(Note: Not to be used on legal documents)

Date created: 10/31/2022  
Last Data Uploaded: 10/28/2022 11:46:41 PM

Developed by  Schnelder  
GEOSPATIAL

WHELDON, DUBBLE & CHAPMAN  
ATTORNEYS AT LAW  
ATLANTA, GEORGIA

501  
DEED OF GIFT

STATE OF GEORGIA

COUNTY OF HALL

THIS INDENTURE, made this 19th day of MAY, 1966,  
between THE HOSPITAL AUTHORITY OF HALL COUNTY AND THE CITY OF  
CHAMBERSVILLE, GEORGIA, a public corporation of the State of Georgia, of the  
first Part, and the STATE OF GEORGIA, of the Second Part.

WITNESSED

THAT the said Party of the First Part for and in consideration of its  
desire to assist and aid said Grantor, by a gift to it of certain of Grantor's  
property hereinafter described, does by these presents hereby convey unto said  
Party of the Second Part, the following described property, to-wit:

ALL that tract or parcel of land, situate, lying and being in the City  
of Chambersville, Hall County, Georgia, and being more particularly  
described by a survey of the property of "Hall County Hospital  
Authority" dated July 30, 1965, prepared by Farley-Collins & Assoc.,  
Registered Surveyors, recorded in Plat Book 36, Page 87,  
Hall County Records, and being more particularly described accord-  
ing to said Farley-Collins survey as follows:

BEGINGING at an iron pin corner located on the southeasterly right-  
of-way of Vine Street, said beginning corner being located 642.8  
feet in a northeasterly direction as measured along the southeasterly  
right-of-way of Vine Street from the center line of Wistaria Drive;  
thence along the southeasterly right-of-way of Wistaria Drive the  
following courses and distances: North 26 degrees 24 minutes East  
33.9 feet to a point; thence North 23 degrees 43 minutes East 42.6  
feet to a point; thence North 17 degrees 45 minutes East 160.4 feet  
to an iron pin corner; thence leaving the right-of-way of Vine Street  
and running South 12 degrees 11 minutes East along the line of Lot  
No. One, Block H, of Sherwood Heights Subdivision 68 feet to an  
iron pin corner; thence North 43 degrees 43 minutes East 10 feet to an  
iron pin corner; thence North 34 degrees 16 minutes East 121.1  
feet to a monument corner; thence South 38 degrees 20 minutes  
East along the property of Petrolite Manufacturing Company 537  
feet to a corner located in the center of a branch; thence in a  
southwesterly direction along the center of said branch to a corner,  
which corner, when measured in a straight line from the last  
named corner, lies South 28 degrees 37 minutes West 239 feet from  
the last named corner; thence North 55 degrees 45 minutes West  
along the property of James G. Chambers 565 feet to the Point of  
Beginning, said tract containing 4.1 acres, more or less.

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Using the same property as described in a Deed of Gift from Paclot Manufacturing Company to The Hospital Authority of Hall County and the City of Gainesville, being dated December 21, 1954, recorded in Deed Book 148, page 356, Hall County Deed Records, and a Deed of Gift from Paclot Industries, Inc., to The Hospital Authority of Hall County and the City of Gainesville, being dated May 13, 1966, recorded in Deed Book 318, pages 421-422, Hall County Deed Records. 505

This property is conveyed subject to an easement for ingress and egress given by The Hospital Authority of Hall County and the City of Gainesville to Pacolet Industries, Inc., dated May 16, 1966, recorded in Deed Book 1 page 1 of the Hall County Deed Records.

TO HAVE AND TO HOLD the above described premises, together with all and singular the rights, members and appurtenances therof, to the same being, belonging or in anywise appertaining, to the only proper use, benefit and behoof of the said Party of the Second Part, forever IN FEE SIMPLE,

IN WITNESS WHEREOF, the said Party of the First Part has hereunto, by and through his duly authorized Trustee, has caused these presents to be executed on its behalf and his seal affixed, the day and year first above written.

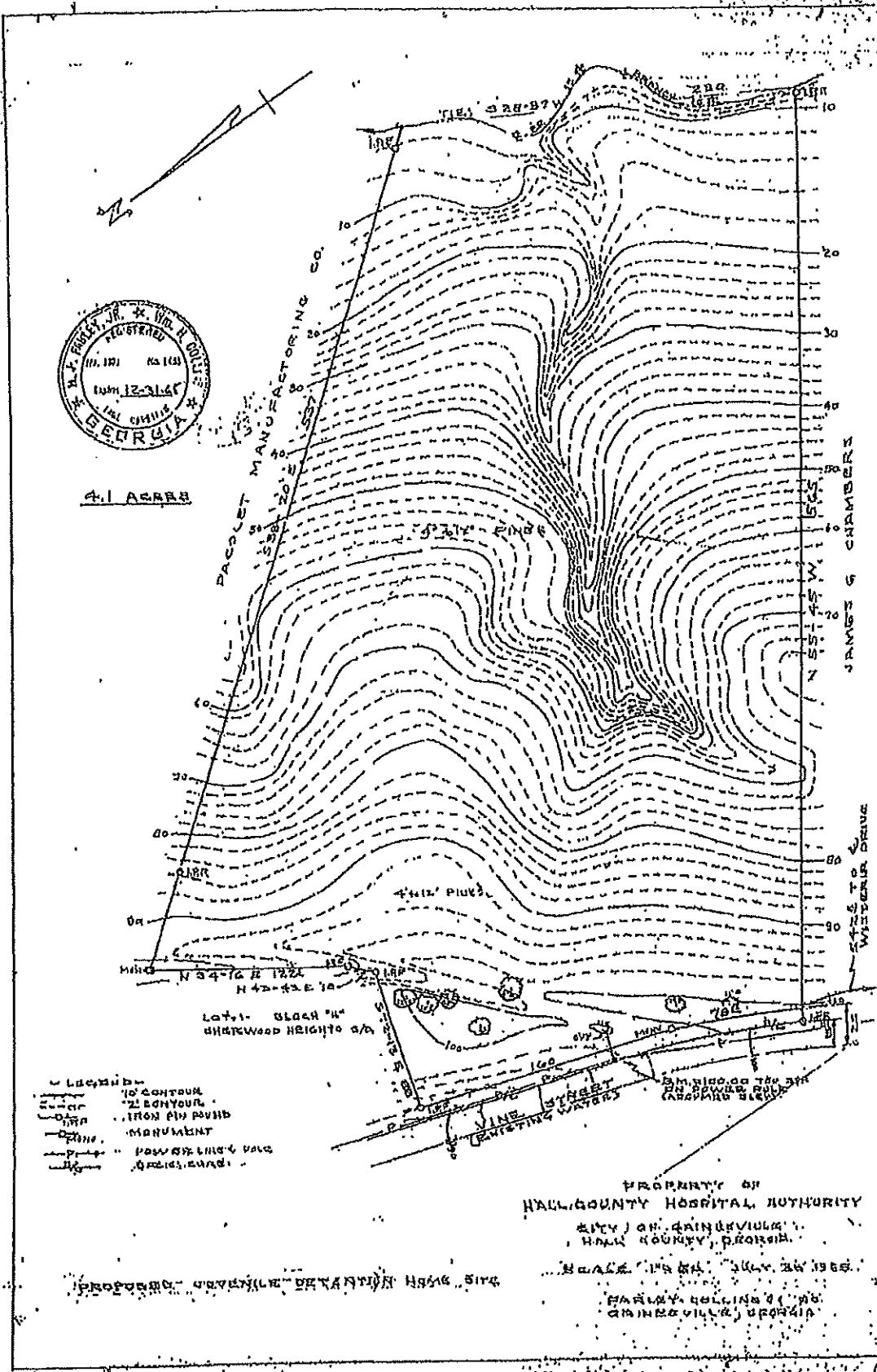
THE HOSPITAL AUTHORITY OF HALL  
COUNTY AND THE CITY OF GAINESVILLE  
GEORGIA

Signed, sealed and delivered  
in the presence of

ATTESA

107. William A. Baguley

Franklin, Still County, Clark Township Precinct  
Franklin County, 19th Dist. of Missouri  
1866-1875, 15th Precinct in Clark County, 1875-  
1876-1877, 16th Precinct in May 1877  
John F. Farley, Watchman  
11 Grand Union, Clark



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Call Jessica York

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RECORDED  
STATE PROPERTIES COMMISSION  
DEC 20 2004  
010036  
STATE PROPERTIES  
COUNTY OF FULTON:

000286

GEORGIA, HALL COUNTY, CLERK  
SUPERIOR COURT FILED IN OFFICE 5.20.2  
AND RECORDED IN BOOK  
PAGE (8) 286-290 THIS 14  
DAY OF Dec 2004 AT 2:51 PM  
DWIGHT S. WOOD, CLERK BY QC  
AG 5700-MA-02RCA-02 (1028010)  
SPC 432.10

QUITCLAIM DEED

THIS DEED, hereinafter referred to as "Deed," is made and entered into this 20<sup>th</sup> day of July, 2004, hereinafter referred to as "the date hereof," with said date being inserted herein by Grantor at the time of its execution hereof, by and between the STATE OF GEORGIA, acting by and through the State Properties Commission, whose address is One Martin Luther King, Jr. Dr., S.W., Suite 204, Atlanta, Georgia 30334, Party of the First Part, hereinafter referred to as "Grantor," and HALL COUNTY, GEORGIA, a political subdivision of the State of Georgia, acting by and through its Chairman and Board of Commissioners or authorized governing body, whose address is

, Party of the Second Part,  
hereinafter referred to as "Grantee" (the words "Grantor" and "Grantee" to include their successors and assigns where the context requires or permits).

WITNESSETH THAT:

WHEREAS, Grantor is the owner of approximately 4.1 acres of improved real property located in the City of Gainesville, Hall County, Georgia, being commonly known and designated as 1255 Vine Street, the site of the former Hall County Regional Youth Development Center (a/k/a Gainesville Regional Youth Detention Center), lying and being in Land Lot(s) 137 of the 9th Land District, Gainesville, Hall County, Georgia (hereinafter referred to as the "Property"), more particularly described in Exhibit A and further shown on a plat of survey entitled "Proposed Juvenile Detention Home Site" by Farley, Collins and Associates, more particularly, H.P. Farley, Jr. and William H. Collins, Georgia Registered Land Surveyor No. 1301 and 1435, respectively, dated July 30, 1965, recorded in Plat Book 36, Page 37, in the Office of the Clerk of the Superior Court of Hall County, Georgia, said plat being incorporated herein and by this reference made a part hereof. Said Property being the same property conveyed by a Deed of Gift to the State of Georgia by the Hospital Authority of Hall County and the City of Gainesville, dated May 19, 1966, recorded in Deed Book 328, Pages 594-95, and subject to easements of record; and

WHEREAS, the Property is located at 1255 Vine Street, the site of the former Hall County Regional Youth Development Center (a/k/a Gainesville Regional Youth Detention Center) and is under the custody and control of the Department of Juvenile Justice; and

WHEREAS, the Department of Juvenile Justice, by resolution or official action dated August 22, 2002, declared that it will have no further need for the Property, and that the Property is not utilized and is therefore surplus; and

HALL COUNTY, Georgia  
Real Estate Transfer Tax

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Page 1 of 4

Paid \$ 0

Date 1-14-05

DWIGHT S. WOOD

Clerk Superior Court

By QC

069-2004-00236-2

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WHEREAS, Grantee is desirous of acquiring the Property for public purposes; and

WHEREAS, by 2000 Resolution Act No. 62 (H.R. 878) and 2000 Resolution Act. No. 105 (S.R. 514), approved May 1, 2000, the General Assembly declared that the State of Georgia is the owner of the Property and that in all matters relating to the conveyance of the Property the State of Georgia is acting by and through its State Properties Commission; and

WHEREAS, the General Assembly, in said Resolution Act, authorized the Property to be conveyed by appropriate instrument to Grantee for a consideration of \$10.00, so long as the Property is used for public purposes; provided however, that if Hall County should convey to a private entity the Property, as improved, Hall County shall remit to the State of Georgia the consideration of the fair market value of the improvements the State made to the Property; provided, however, that should Hall County raze said improvements prior to conveyance to a private entity, the county may retain all proceeds derived from the conveyance; and

WHEREAS, the State Properties Commission, at its duly called meeting on December 17, 2002, approved the conveyance of the Property as authorized by said Resolution Act for a consideration of \$10.00, so long as the Property is used for public purposes, and subject to the conditions in said Resolution Act; and

WHEREAS, the County by proper resolution of its Board of Commissioners or governing body, approved the conveyance herein in accordance with the terms authorized by the Grantor.

NOW, THEREFORE, Grantor, for and in consideration of the sum of TEN AND 00/100 DOLLARS (\$10.00) in hand paid by Grantee to Grantor at and before the sealing and delivery of these presents, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, by these presents does hereby remise, convey and forever QUITCLAIM unto Grantee any and all right, title and interest of Grantor in and to that certain tract of land more particularly described and shown in Exhibit A, attached hereto, incorporated herein, and by this reference made a part hereof.

TO HAVE AND TO HOLD the said real property unto Grantee, so that neither Grantor, nor any person or persons claiming under Grantor, shall at any time, by any means or ways, have, claim, or demand any right or title to the described real property or appurtenances or rights thereof, so long as the Property is used for public purposes; provided however, that if Hall County should convey to a private entity the Property, as improved, Hall County shall remit to the State of Georgia the consideration of the fair market value of the improvements the State made to the Property; provided, however, that should Hall County raze said improvements prior to conveyance to a private entity, the county may retain all proceeds derived from the conveyance.

Page 2 of 4

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IN WITNESS WHEREOF, Granitor has caused these presents to be signed, sealed and delivered in its name and with its seal affixed, by its State Properties Commission, acting by and through the Governor of the State of Georgia, as Chairman of the State Properties Commission, the same being attested to by the Executive Director of the State Properties Commission, who has affixed the Great Seal of the State of Georgia and the seal of the State Properties Commission, on the day, month and year first above written.

*(Signatures begin on next page and remainder of page is Intentionally blank)*

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Page 3 of 4

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**EXHIBIT "A"**

**Legal Description**

All that tract of land situate, lying and being in the City of Gainesville, Hall County, Georgia, containing approximately 4.1 acres of improved real property, lying and being in Land Lot(s) 137 of the 9th Land District, Gainesville, Hall County, Georgia, shown on a plat of survey entitled "Proposed Juvenile Detention Home Site" by Farley, Collins and Associates, more particularly by H.P. Farley, Jr. and William H. Collins, Georgia Registered Land Surveyor No. 1301 and 1435, respectively, dated July 30, 1965, recorded in Plat Book 36, Page 37, in the Office of the Clerk of the Superior Court of Hall County, Georgia, said plat being incorporated herein and by this reference made a part hereof. Said Property being the same property conveyed by a Deed of Gift to the State of Georgia by the Hospital Authority of Hall County and the City of Gainesville, dated May 19, 1966, recorded in Deed Book 328, Pages 594-95, and subject to easements of record, and being more particularly described therein or further described as follows.

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GRANTOR

STATE OF GEORGIA

Acting by and through the  
State Properties Commission

By: Sonny Perdue (Seal)

SONNY PERDUE  
Governor, as Chairman of the  
State Properties Commission

Attest: J. Ray Crawford, Jr. (Seal)

J. RAY CRAWFORD, JR.  
Executive Director of the  
State Properties Commission

(Grant  
the State  
Affixed)

(Commission  
Affixed Here)

Signed, sealed and delivered  
as to both the Governor, as  
Chairman and the Executive Director  
in the presence of:

John M. Neely  
Unofficial Witness

James M. Braselburg  
Official Witness, Notary Public

My Commission expires: 1/23/07

(Notary Public Seal  
Affixed Here)



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Page 4 of 4

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05/09/2003