

STATE OF GEORGIA
COUNTY OF HALL

RESOLUTION OF THE BOARD OF COMMISSIONERS OF HALL COUNTY, GEORGIA TO APPROVE THE EXECUTION OF AN INTERGOVERNMENTAL AGREEMENT WITH THE CHICOPEE WOODS AREA PARK COMMISSION TRANSFERING ANY PROPERTY INTERESTS POSSESSED BY HALL COUNTY, GEORGIA RESULTING FROM AGREEMENTS ENTERED INTO WITH THE CHICOPEE WOODS AREA PARK COMMISSION IN 1989 TO THE CHICOPEE WOODS AREA PARK COMMISSION AND FURTHER TERMINATING THOSE AGREEMENTS

WHEREAS, in 1989, the Board of Commissioners of Hall County, Georgia (hereinafter referred to as the “County”) and the Chicopee Woods Area Park Commission (hereinafter referred to as “Chicopee Woods”) entered into two (2) separate agreements both with terms of fifty (50) years providing for, respectively, the construction of what would become the Elachee Nature Science Center (hereinafter referred to as “the Nature Center”) (attached hereto as “Exhibit A” and referred to hereinafter as the “Nature Center Agreement”) and for the construction of what would become the Chicopee Woods Golf Course (hereinafter referred to as the “Golf Course”)(attached hereto as “Exhibit B” and referred to hereinafter as the “Golf Course Agreement”) by which Chicopee Woods leased to Hall County, Georgia certain portions of real property, described with specificity in Exhibits “A” and “B” upon which the County agreed to facilitate the construction of a Nature Science Center and a Golf Course for the use of the citizens of Hall County; and

WHEREAS, pursuant to the Golf Course Agreement, the County funded the project and Chicopee Woods was authorized to act as the County’s designated project representative and in that role Chicopee Woods facilitated the designing and construction of the Golf Course as well as oversaw the purchasing of all property necessary for the

completion of the Golf Course; and

WHEREAS, pursuant to the Golf Course Agreement the County underwrote the project and was entitled to retain title to all property purchased in compliance with the Golf Course Agreement; and

WHEREAS, pursuant to the Nature Center Agreement the County underwrote the project and was entitled to retain title to all improvements and fixtures, permanent and temporary, constructed on the leased premises in accordance with the Nature Center Agreement; and

WHEREAS, both the Golf Course Agreement and the Nature Center Agreement provided that after construction was completed both facilities, the Golf Course and the Nature Center, were to be operated and maintained by Chicopee Woods and were to be made available to the public; and

WHEREAS, both the Golf Course and the Nature Center were completed in accordance with the respective agreements and have been operating and available to the public for an extended period of time; and

WHEREAS, neither the Golf Course Agreement nor the Nature Center Agreement entitles the County to receive any operating revenue from either project; and

WHEREAS, the County does not in fact receive any operating revenue from either facility; and

WHEREAS, the County is not involved in any capacity in the daily operations of

either the Golf Course or the Nature Center; and

WHEREAS, the Hall County Board of Commissioners has determined that divesting the County of any and all property interest the County has remaining by virtue of the Golf Course Agreement and the Nature Center Agreement respectively is in the best interest of Hall County, Georgia and it's citizens; and

WHEREAS, The Hall County Board of Commissioners has determined that the termination of the Golf Course Agreement and the Nature Center Agreement is in the best interest of Hall County, Georgia and it's citizens.

NOW, THEREFORE, the Board of Commissioners of Hall County, Georgia does hereby resolve to approve the execution of an Intergovernmental Agreement attached hereto as "Exhibit C" terminating the Golf Course Agreement and the Nature Center Agreement and transferring all remaining property interests currently possessed by Hall County, Georgia by virtue of the Golf Course Agreement and the Nature Center Agreement to Chicopee Woods and further authorizes the Chairman to sign any and all documents necessary to effectuate the execution of the Intergovernmental Agreement.

[SIGNATURES ON FOLLOWING PAGE]

SO RESOLVED, this the ____ day of _____, 2025

HALL COUNTY BOARD OF COMMISSIONERS

By: _____

David Gibbs, Chairman

ATTEST:

(SEAL)

Jennifer Rivera, County Clerk

APPROVED AS TO FORM:

Justin Lawhon, Interim County Attorney

EXHIBIT A

ELACHEE BUILDINGS

AGREEMENT

COUNTY - CWAFC

STATE OF GEORGIA,

COUNTY OF HALL.

THIS AGREEMENT (the "Agreement") made and entered into as of the 11th day of September, 1989, by and between CHICOPEE WOODS AREA PARK COMMISSION, a body corporate and politic and political subdivision of the State of Georgia and a public corporation created and empowered by and under an Act of the General Assembly of Georgia (Ga. Laws 1980, pp. 4054, et seq., as amended by Ga. laws 1988, pp. 3783, et seq.) and having its principal office in the City of Gainesville, County of Hall, State of Georgia (hereinafter referred to as "Chicopee Woods") and the BOARD OF COMMISSIONERS OF HALL COUNTY, GEORGIA (hereinafter referred to as the "County");

W I T N E S S E T H :

WHEREAS, pursuant to Article IX, Section II, Paragraph III of the 1983 Constitution of the State of Georgia, any county, municipality or any combination thereof may exercise powers and provide services related to parks, recreational areas, programs and facilities; and,

WHEREAS, with respect to activities, services or facilities which the contracting parties are authorized by law to undertake to provide, a county, municipality or other political subdivision of the state may contract for any period not exceeding fifty (50) years with another county, municipality or political subdivision

or with any other public agency, public corporation or public authority for joint services or the provision of services or for the joint or separate use of the facilities or equipment pursuant to Article IX, Section III, Paragraph I of the 1983 Constitution of the State of Georgia; and,

WHEREAS, among the purposes of Chicopee Woods is the acquiring, constructing, equipping, maintaining and operating nature and science facilities and the usual and convenient facilities appertaining to such an undertaking and the lease of any part or all of such facilities including real and personal properties so as to assure the efficient and proper development, maintenance and operation thereof;

WHEREAS, pursuant to deeds of gift originally from Johnson & Johnson, a corporation duly organized and existing under the laws of the State of New Jersey, Chicopee Woods has acquired 2674 acres of land, hereinafter referred to as the "Total Acreage", a portion of which is deemed suitable for a nature and science center; and

WHEREAS, pursuant to O.C.G.A. §§ 48-8-110 et seq. Hall County has been authorized by a public referendum to levy a special one percent (1%) sales and use tax, part of the purpose of which is to provide One Million, Two Hundred Thousand and no/100 (\$1,200,000.00) Dollars for the construction of a new nature and science center and to provide funds for other educational and recreational facilities in the Total Acreage owned and administered by Chicopee Woods; and

WHEREAS, it is to the benefit of the residents of Hall County and the area served by Chicopee Woods to construct and develop a quality nature and science center which shall be named the Chicopee Woods Nature Center and will be opened to the public through the cooperative efforts of the parties hereto and,

WHEREAS, the parties hereto desire to set forth their agreement in this writing;

NOW, THEREFORE, in consideration of the premises and of the mutual covenants herein contained, it is agreed as follows:

SECTION ONE

CONTRACT

Pursuant to Article IX, Section II, Paragraph III and Article IX, Section II, Paragraph I of the 1983 Constitution of the State of Georgia, Chicopee Woods and Hall County hereby contract for the construction, operation and maintenance of a quality nature and science center on the terms hereinafter set forth (the "Project").

SECTION TWO

DEMISED PREMISES

Chicopee Woods hereby leases to Hall County and Hall County hires from Chicopee Woods, for the purposes of constructing the Project which shall be named the Chicopee Woods Nature Center, all that certain tract or parcel of land, together with all improvements thereon, situate, lying and being in the County of Hall, State of Georgia, more particularly described as follows:

All that tract or parcel of land lying and being situate in the GMD 1565 of Hall County, Georgia, consisting of 7.56 acres, more or less, as shown on a plat of survey prepared by Ayres & Associates, dated April 7, 1989, recorded at Plat Book 135, pages 172-173, of the Hall County, Georgia Deed Records, which plat is hereby incorporated in this description by reference and made a part hereof for a more complete and adequate description. Said property is bounded as follows: On the North, South, East and West by other lands belonging to the Chicopee Woods Area Park Commission. Said property is also bounded on the North by I-985, also known as S.R. 365, and on the East by Chicopee Woods Road.

Said lands and any improvements located thereon from time to time during the term hereof, are hereinafter referred to as the "Premises".

SECTION THREE

TERM

The term of this Agreement shall be for a period of fifty (50) years commencing on the date set forth above and ending on that day fifty (50) years from the date hereof. As used herein the expression "term hereof" refers to such term. Prior to the expiration of the term hereof, the parties shall enter into negotiations for the purpose of establishing terms and conditions of a renewal agreement.

SECTION FOUR

DUTY TO CONSTRUCT IMPROVEMENTS

The County shall cause to be constructed on the Premises the project at its sole cost. Pursuant to law, the County shall

execute contracts for the design and construction of the Project and will provide engineering, purchasing and administrative support during the completion of the contracts.

Nothing in this Agreement shall obligate County to Chicopee Woods as to the improvements to be constructed, the cost of funding of the improvements, or the timeliness of construction. County shall not be required to report to or obtain permission from Chicopee Woods prior to or during the construction of said improvements about any facet of construction, the cost of construction or progress of construction.

Chicopee Woods shall have the right to review, and make recommendations with respect to any improvements proposed to be constructed. The Board of Commissioners of the County shall have the exclusive authority to make all decisions and implement those decisions with respect to the improvements and their construction and use. All contracting, purchasing and procuring of services shall be in accordance with all laws of the State of Georgia applicable to Hall County.

Title to all improvements and fixtures, permanent and temporary, shall be vested in the Board of Commissioners of Hall County.

SECTION FIVE

CONSIDERATION

In consideration for the Lease herein, the County shall provide funds for the construction of the Project, not to exceed One Million, Two Hundred Thousand Dollars (\$1,200,000).

SECTION SIX

USES

The parties shall use the Premises exclusively as the site for the Project and related facilities.

SECTION SEVEN

OPERATION AND MAINTENANCE

(i) Effective the date of completion of construction of the project, the County hereby employs Chicopee Woods and delegates to Chicopee Woods sole responsibility for the operation, regulation and maintenance of the Project, including procuring managing agents, establishing fees, regulations and rules governing the Project as well as the employment and termination of Project personnel, which personnel shall be deemed employees of Chicopee Woods.

(ii) The term of this employment shall be commensurate with the term of this Agreement and for the purposes hereof from the date of completion of the construction of the Project the County subleases to Chicopee Woods the Premises for the balance of the term hereof, for the rental of One and no/100 (\$1.00) Dollar, advance payment receipt of which is acknowledged, and otherwise on the terms hereof.

During the term hereof Chicopee Woods shall carry and maintain or cause to be carried and maintained and paid or cause to be paid timely premiums for the following insurance with

respect to the Premises and the activities of Chicopee Woods hereunder:

- (a) Comprehensive General Liability Insurance: Comprehensive General Liability Insurance covering the Premises and its appurtenances and the sidewalks fronting thereon on an occurrence or claims made basis with bodily injury limits of not less than \$500,000.00 for injury to or death of any one person and \$1,000,000.00 for injury to or death of any number of persons in one occurrence and property damage liability insurance in the amount of \$250,000.00. Said limits represent a minimum limit only and limits shall be increased at the discretion and agreement of the parties hereto.
- (b) Worker's Compensation and Employer's Liability Insurance: Worker's compensation and employer's liability insurance or self-insurance as required by the laws of the State of Georgia.
- (c) Property Insurance: ^{Kane County} ~~Chicopee Woods~~ shall provide such fire and extended coverage insurance on the Project, ^{structures} and ^{their} ~~its~~ contents as it, in its judgment, deems appropriate. The proceeds of such insurance shall be applied to repair the property damage incurred which resulted in the generation of such proceeds. If any proceeds remain after such damage, property has been restored to at least

X *Southern Insurance*

pre-damage condition~~y~~ and quality, the excess proceeds shall become the property of ^{Hall County,} ~~Chicopee Woods.~~

Chicopee Woods hereby agrees to indemnify and hold harmless the County any claims arising from or related to the operation, regulation and maintenance of the Project including attorney fees and costs incurred in defending claims and causes of action.

(iii) Chicopee Woods agrees that it shall not discriminate against any person in the provision of any services or in any terms of employment on the basis of race, color religion, national origin, sex, age or handicap and will comply with all applicable federal laws, regulations and guidelines prohibiting discrimination.

(iv) Chicopee Woods shall take affirmative action to employ persons in the group described in subparagraph (iii) and shall report as requested by the County on the progress of such affirmative action.

It is the goal of Chicopee Woods and the County that the Project be operated profitably for the benefit of the Total Acreage owned by Chicopee Woods. ~~[The County shall not be obligated to provide funding to Chicopee Woods for operation; regulation and maintenance of the Project or any other facility operated by Chicopee Woods on behalf of the County; however, the provisions of such funds for this project or other facilities will constitute cause for termination pursuant to the provisions of~~

~~Section Eleven, Paragraph 8 of this Agreement:~~ All excess revenue generated by the Project as determined by Chicopee Woods, is to be transferred to Chicopee Woods' general fund annually; provided, however, that sufficient reserves shall first be established to maintain the Project to the greatest extent possible. Should the County, at any time during the term hereof provide funds to Chicopee Woods for the purpose of subsidizing operations and/or maintenance of the Project, such excess revenues shall be used secondly to reimburse the County to the extent of such subsidies. The right to retain such excess revenues shall be in exchange for the Agreement of Chicopee Woods to operate and maintain the Project. Prior to making capital improvements, other than those required for routine maintenance and upkeep, which would affect the value of Hall County's leasehold, Chicopee Woods shall first notify and seek the approval of the Hall County Board of Commissioners. Chicopee Woods hereby agrees that all revenues, including subsidies and revenue generated by the operation of the project, which are used for maintenance and operation of the project shall be expended in accordance with then existing state law as it applies to Hall County, as provided in Section Ten of this Agreement. Chicopee Woods shall submit to the County certified annual audits of the Chicopee Woods Area Park Commission, which shall include the operation and maintenance of the Project and bidding and purchasing procedures relating to the

project, with copies to be furnished to the Commissioners of the City of Gainesville.

SECTION EIGHT

RELEASE OF PRIOR CONDITIONS

The parties hereby acknowledge the existence of a deed of gift executed by Johnson & Johnson transferring the Premises to the City of Gainesville, Georgia dated December 27, 1979 and recorded in Deed Book 706, pages 637-643, Hall County, Georgia Deed Records, which deed contains the following language:

"At such time as said property is not used for public park and recreational purposes only, title to said property shall revert to Grantor, its successors and assigns. It is intended that a breach of the foregoing condition shall result in a reversion of the title to the above-described property to Grantor . . ."

The parties further acknowledge that the City of Gainesville is Chicopee Woods' predecessor in title to the Premises and that the condition of reverter quoted herein survived all transfers subsequent to the aforementioned deed of gift.

The parties further acknowledge that Chicopee Woods has obtained:

- 1) A survey of the Premises sufficient to distinguish the Premises from all other land and a plat of said survey

recorded in Plat. Book 135, pages 172-173, aforesaid records; and

- 2) A deed from Johnson & Johnson surrendering all rights Johnson & Johnson may have to the Premises and specifically waiving all conditions of reverter imposed by the aforementioned deed of gift, said deed recorded in Deed Book 1341, page 276, aforesaid records.

Chicopee Woods understands that the County is relying on said survey and deed of waiver in undertaking this Agreement.

SECTION NINE

NOTICES

All notices, demands, or other writings in this Agreement provided to be given or made or sent, or which may be given or made or sent by either party hereto to the other, shall be deemed to have been fully given or made or sent when made in writing and deposited in the United States Mail, registered or certified mail, postage prepaid and addressed as follows:

If to Chicopee Woods: Chicopee Woods Area Park Commission
 Mr. James Mathis, Sr.
 P.O. Box 1418
 Gainesville, Georgia 30503
 Attention: Chairman

If to the County: The Board of Commissioners of
 Hall County, Georgia
 P.O. Drawer 1435
 Gainesville, Georgia 30503
 Attention: Chairman

The address to which any notice, demand or other writing may be given or made or sent to any party as above provided may be changed by written notice given by such party as above provided. Any notice given in accordance herewith shall be conclusively effective.

SECTION TEN

EXPENDITURES

All expenditures made by Chicopee Woods for maintenance and/or operation of this project shall be made in conformity with state law as it applies to Hall County.

SECTION ELEVEN

TERMINATION

(A) Should construction of the Project fail to be completed for any reason whatsoever, this Agreement shall terminate absolutely and without recourse immediately upon announcement by the Hall County Board of Commissioners in a public meeting that construction efforts have been abandoned.

(B) Chicopee Woods hereby agrees that, because construction of the Project is to be funded by revenues generated by a sales tax option imposed by Hall County, in the event Chicopee Woods or its successors, assigns, designees, agents or any combination thereof shall fail to make the Project open to the public at least three days per week within a reasonable period following the completion of construction of the Project, fail to fulfill its financial obligations regarding maintenance and operation of the

project, fail to fulfill any contractual obligations relating to the maintenance and operation of the project, whether or not said obligations are imposed herein, or any combination of thereof, then, and in that event, the County shall have the right to terminate the portions of this Agreement relating to construction, maintenance and operation of said project upon 30 days' notice in writing, to Chicopee Woods; provided, however:

The Lease to the County contained herein shall remain in full force and effect, without termination except as provided in this Agreement, notwithstanding any actions which may take place under this Section;

In such notice the County shall provide Chicopee Woods' with an itemized statement of the reasons for such termination and such termination will be contingent upon Chicopee Woods responding to the notice and adequately remedying any problems which might be so remedied within 60 days from the date of such notice.

(C) Pursuant to O.C.G.A. § 36-60-13, if applicable, this Agreement, if not sooner terminated pursuant to the provisions of termination contained herein, is terminable by the Board of Commissioners of Hall County, Georgia on December 31 of each year during the term of this Agreement, except this Agreement shall be automatically renewed on such date, and without any lapse, unless positive action is taken to terminate this Agreement by the Board

of Commissioners of Hall County, Georgia in public meeting and such action is entered in the official minutes of the Hall County Commission.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized parties and their seals affixed, all as of the day and year first above written.

Signed, sealed and delivered
on the 9th day of October
1989 before the undersigned:

Carl R. Huddle
Witness

Sidney L. Lacey
Notary Public

My Commission expires: 3/1/91

CHICOPEE WOODS AREA
PARK COMMISSION

BY: James Martin
Chairman

ATTEST: John W. Branch
(SEAL)

Signed, sealed and delivered
on the 11th day of September
1989 before the undersigned:

Michael G. Bryant
Witness

Jaclyn W. Sutton
Notary Public

My Commission expires: 4/16/93

HALL COUNTY, GEORGIA

BY: Paul Syner
Chairman

ATTEST: Sylvia L. Cooper
(SEAL)

JMH/SDS/dco

EXHIBIT "A"

All that tract or parcel of land lying and being situate in the Morgan District GMD 385, Hall County, Georgia, consisting of 521.573 acres, more or less, as shown on a plat of survey prepared by Farley-Collins and Associates, Georgia Registered Land Surveyors dated March 12, 1986 and revised December 15, 1986, recorded at Plat Book 135, pages 170-171, Hall County, Georgia Deed Records, which plat of survey is hereby incorporated in this description by reference and made a part hereof for a more complete and adequate description. Said property is bounded as follows: On the North and East by lands now or formerly owned by the City of Gainesville, Georgia; on the South by the westernmost right of way of I-985, also known as S.R. 365; and on the West by the Easternmost right of way of S.R. 13, and Chicopee Village.

EXHIBIT "A"

All that tract or parcel of land lying and being situate in the Morgan District GMD 385, Hall County, Georgia, consisting of 521.573 acres, more or less, as shown on a plat of survey prepared by Farley-Collins and Associates, Georgia Registered Land Surveyors dated March 12, 1986 and revised December 15, 1986, recorded at Plat Book 135, pages 170-171, Hall County, Georgia Deed Records, which plat of survey is hereby incorporated in this description by reference and made a part hereof for a more complete and adequate description. Said property is bounded as follows: On the North and East by lands now or formerly owned by the City of Gainesville, Georgia; on the South by the westernmost right of way of I-985, also known as S.R. 365; and on the West by the Easternmost right of way of S.R. 13, and Chicopee Village.

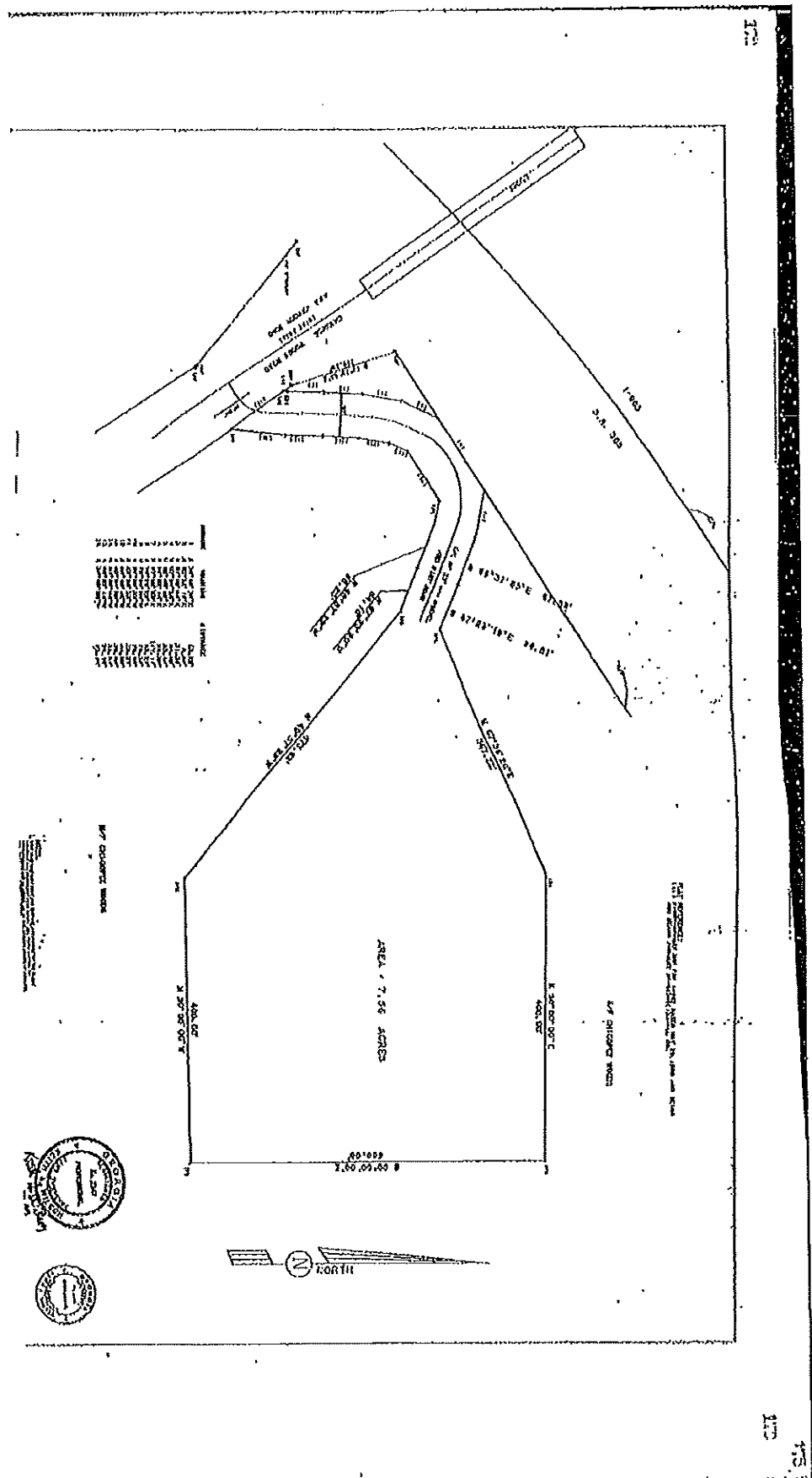


EXHIBIT B

21

AGREEMENT

STATE OF GEORGIA,
COUNTY OF HALL.

THIS AGREEMENT (the "Agreement") made and entered into as of the 8th day of May, 1989, by and between CHICOPEE WOODS AREA PARK COMMISSION, a body corporate and politic and political subdivision of the State of Georgia and a public corporation created and empowered by and under an Act of the General Assembly of Georgia (Ga. Laws 1980, pp. 4054, et seq., as amended by Ga. laws 1988, pp. 3783, et seq.) and having its principal office in the City of Gainesville, County of Hall, State of Georgia (hereinafter referred to as "Chicopee Woods") and the BOARD OF COMMISSIONERS OF HALL COUNTY, GEORGIA (hereinafter referred to as the "County");

WITNESSETH:

WHEREAS, pursuant to Article IX, Section XI, Paragraph III of the 1983 Constitution of the State of Georgia, any county, municipality or any combination thereof may exercise powers and provide services related to parks, recreational areas, programs and facilities; and,

WHEREAS, with respect to activities, services or facilities which the contracting parties are authorized by law to undertake to provide, a county, municipality or other political subdivision of the state may contract for any period not exceeding fifty (50)

years with another county, municipality or political subdivision or with any other public agency, public corporation or public authority for joint services or the provision of services or for the joint or separate use of the facilities or equipment pursuant to Article IX, Section XII, Paragraph I of the 1983 Constitution of the State of Georgia; and,

WHEREAS, among the purposes of Chicopee Woods is the acquiring, constructing, equipping, maintaining and operating golf courses and the usual and convenient facilities appertaining to such an undertaking and the lease of any part or all of such facilities including real and personal properties so as to assure the efficient and proper development, maintenance and operation thereof;

WHEREAS, pursuant to deeds of gift originally from Johnson & Johnson, a corporation duly organized and existing under the laws of the State of New Jersey, Chicopee Woods has acquired 2674 acres of land, hereinafter referred to as the "Total Acreage", a portion of which is deemed suitable for a public golf course; and

WHEREAS, pursuant to O.C.G.A. §§ 48-8-110 et seq. Hall County has been authorized by a public referendum to levy a special one percent (1%) sales and use tax, part of the purpose of which is to provide Three Million and no/100 (\$3,000,000.00) Dollars for the construction of a new public golf course and to provide funds for other educational and recreational facilities in the Total Acreage owned and administered by Chicopee Woods; and

WHEREAS, it is to the benefit of the residents of Hall County and the area served by Chicopee Woods to construct and develop a quality golf course opened to the golfing public through the cooperative efforts of the parties hereto and,

WHEREAS, the parties hereto desire to set forth their agreement in this writing;

NOW, THEREFORE, in consideration of the premises and of the mutual covenants herein contained, it is agreed as follows:

SECTION ONE

CONTRACT

Pursuant to Article IX, Section II, Paragraph III and Article IX, Section II, Paragraph I of the 1903 Constitution of the State of Georgia, Chicopee Woods and Hall County hereby contract for the construction, operation and maintenance of a quality 18-hole public golf course on the terms hereinafter set forth (the "Project").

SECTION TWO

DEMISED PREMISES

Chicopee Woods hereby leases to Hall County and Hall County hires from Chicopee Woods, for the purposes of constructing the Project, all that certain tract or parcel of land, together with all improvements thereon, situate, lying and being in the County of Hall, State of Georgia, more particularly described on Exhibit "A", which exhibit is by this reference made a part hereof. Said lands are hereinafter referred to as the "Premises". As used

herein the term "Premises" refers to the real property described in said Exhibit "A" and any improvements located thereon from time to time during the term hereof.

SECTION THREE

TERM

The term of this Agreement shall be for a period of fifty (50) years commencing on the date set forth above and ending on that day fifty (50) years from the date hereof. As used herein the expression "term hereof" refers to such term. Prior to the expiration of the term hereof, the parties shall enter into negotiations for the purpose of establishing terms and conditions of a renewal agreement.

SECTION FOUR

DUTY TO CONSTRUCT IMPROVEMENTS

The County shall cause to be constructed on the Premises the Project at its sole cost. Pursuant to law, the County shall execute contracts for the design and construction of the Project and will provide engineering, purchasing and administrative support during the completion of the contracts.

The County hereby designates Chicopee Woods as its project representative under the aforementioned contracts to be executed by the County; provided, however, that the total costs of the construction and equipping shall not exceed Three Million and no/100 (\$3,000,000.00) Dollars, unless otherwise agreed by the parties hereto. The county shall have the unconditional right to

remove Chicopee Woods as the designated project representative under said contracts and to designate and appoint a new project representative at any time and from time to time, at its sole discretion, upon giving Chicopee Woods not less than 30 days prior written notice.

Chicopee Woods shall submit to the County for its approval initially budgeted costs and design plans and during the course of construction monthly estimates of construction completed and budgeted costs. Any deviations from such initial cost estimates or design plans shall be approved by the County prior to such changes being implemented. All contracting, purchasing and procuring of services by Chicopee Woods in relation to the Project shall be in accordance with all laws of the State of Georgia applicable to Hall County.

Title to property purchased in compliance herewith and with funds provided by the County shall be vested in Hall County, Georgia.

SECTION FIVE

CONSIDERATION

In consideration for the Lease herein, the County shall provide funds for the construction of the Project.

SECTION SIX

USE

Chicopee Woods shall use the Premises exclusively as the site for the Project and related facilities.

SECTION SEVENOPERATION AND MAINTENANCE

(i) Hall County hereby employs Chicopee Woods and delegates to Chicopee Woods sole responsibility for the operation, regulation and maintenance of the Project, including naming the Greens Committee, establishing fees, regulations and rules governing the Project as well as the employment and termination of Project personnel, which personnel shall be deemed employees of Chicopee Woods.

(ii) The term of this employment shall be commensurate with the term of this Agreement and for the purposes hereof from the date of completion of the construction of the Project the County subleases to Chicopee Woods the Premises for the balance of the term hereof, for the rental of One and no/100 (\$1.00) Dollar, advance payment of which is acknowledged, and otherwise on the terms hereof.

During the term hereof Chicopee Woods shall carry and maintain or cause to be carried and maintained and paid or cause to be paid timely premiums for the following insurance with respect to the Premises and the activities of Chicopee Woods hereunder:

- (a) Comprehensive General Liability Insurance: Comprehensive General Liability Insurance covering the Premises and its appurtenances and the sidewalks fronting thereon on an occurrence or claims made basis with bodily injury

limits of not less than \$500,000.00 for injury to or death of any one person and \$1,000,000.00 for injury to or death of any number of persons in one occurrence and property damage liability insurance in the amount of \$250,000.00. Said limits represent a minimum limit only and limits shall be increased at the discretion and agreement of the parties hereto.

- (b) Worker's Compensation and Employer's Liability Insurance: Worker's compensation and employer's liability insurance or self-insurance as required by the laws of the State of Georgia.
- (c) Property Insurance: Chicopee Woods shall provide such fire and extended coverage insurance on the Project and its contents as it, in its judgment, deems appropriate. The proceeds of such insurance shall be applied to repair the property damage incurred which resulted in the generation of such proceeds. If any proceeds remain after such damage property has been restored to at least pre-damage condition, and quality the excess proceeds shall become the property of Chicopee Woods.

Chicopee Woods hereby agrees to indemnify and hold harmless the County any claims arising from or related to the operation, regulation and maintenance of the Project.

(iii) Chicopee Woods agrees that it shall not discriminate against any person in the provision of any services or in any terms of employment on the basis of race, color religion, national origin, sex, age or handicap and will comply with all applicable federal laws, regulations and guidelines prohibiting discrimination.

(iv) Chicopee Woods shall take affirmative action to employ persons in the group described in subparagraph (iii) and shall report as requested by the County on the progress of such affirmative action.

It is the goal of Chicopee Woods and the County that the Project be operated profitably for the benefit of the Total Acreage owned by Chicopee Woods. The County shall not be obligated to provide funding to Chicopee Woods for operation, regulation and maintenance of the Project or any other facility operated by Chicopee Woods on behalf of the County, however, the provisions of such funds for this project or other facilities will constitute cause for termination pursuant to the provisions of Section Eleven, Paragraph B of this Agreement. All excess revenue generated by the Project as determined by Chicopee Woods, is to be transferred to Chicopee Woods' general fund annually; provided, however, that sufficient reserves shall first be established to maintain the Project to the greatest extent possible. Should the County, at any time during the term hereof provide funds to Chicopee Woods for the purpose of subsidizing operations and

maintenance of the Project, such excess revenues shall be used secondly to reimburse the County to the extent of such subsidies. The right to retain such excess revenues shall be in exchange for the Agreement of Chicopee Woods to operate and maintain the Project. Prior to making capital improvements, other than those required for routine maintenance and upkeep, which would affect the value of Hall County's leasehold, Chicopee Woods shall first notify and seek the approval of the Hall County Board of Commissioners. Chicopee Woods hereby agrees that all revenues, including subsidies and revenue generated by the operation of the project, which are used for maintenance and operation of the project shall be expended in accordance with then existing purchasing laws, rules, regulations and guidelines applicable to Hall County, as provided in Section Seventeen of this Agreement. Chicopee Woods shall submit to the County certified annual audits of the Chicopee Woods Area Park Commission, which shall include the operation and maintenance of the Project and bidding and purchasing procedures relating to the project, with copies to be furnished to the Commissioners of the City of Gainesville.

SECTION EIGHT

RELEASE OF PRIOR CONDITIONS

The parties hereby acknowledge the existence of a deed of gift executed by Johnson & Johnson transferring the Premises to the City of Gainesville, Georgia dated December 27, 1979 and

recorded in Deed Book 706, pages 637-643, Hall County, Georgia Deed Records, which deed contains the following language:

"At such time as said property is not used for public park and recreational purposes only, title to said property shall revert to Grantor, its successors and assigns. It is intended that a breach of the foregoing condition shall result in a reversion of the title to the above-described property to Grantor . . ."

The parties further acknowledge that the City of Gainesville is Chicopee Woods' predecessor in title to the Premises and that the condition of reverter quoted herein survived all transfers subsequent to the aforementioned deed of gift.

Chicopee Woods hereby agrees to obtain, and this Agreement is contingent upon Chicopee Woods obtaining:

- 1) A survey of the Premises sufficient to distinguish the Premises from all other land and a plat of said survey to be recorded in the Hall County, Georgia Plat Records; and
- 2) A deed from Johnson & Johnson surrendering all rights Johnson & Johnson may have to the Premises and specifically waiving all conditions of reverter imposed by the aforementioned deed of gift.

SECTION NINE

NOTICES

All notices, demands, or other writings in this Agreement

provided to be given or made or sent, or which may be given or made or sent by either party hereto to the other, shall be deemed to have been fully given or made or sent when made in writing and deposited in the United States Mail, registered or certified mail, postage prepaid and addressed as follows:

If to Chicopee Woods: Chicopee Woods Area Park Commission
Mr. James Mathis, Jr.
P.O. Box 1410
Gainesville, Georgia 30503
Attention: Chairman

If to the County: The Board of Commissioners of
Hall County, Georgia
P.O. Drawer 1435
Gainesville, Georgia 30503.
Attention: Chairman

The address to which any notice, demand or other writing may be given or made or sent to any party as above provided may be changed by written notice given by such party as above provided. Any notice given in accordance herewith shall be conclusively effective.

SECTION TEN

EXPENDITURES

All expenditures made by Chicopee Woods for maintenance and/or operation of this project shall be made in conformity with state law as it applies to Hall County.

SECTION ELEVEN

TERMINATION

(A) Should construction of the Project fail to be completed for any reason whatsoever, this Agreement shall terminate

absolutely and without recourse immediately upon announcement by the Hall County Board of Commissioners in a public meeting that construction efforts have been abandoned.

(B) Chicopee Woods hereby agrees that, because construction of the Project is to be funded by revenues generated by a sales tax option imposed by Hall County, the County shall have the right to terminate the portions of this Agreement relating to construction, maintenance and operation of said project upon 30 days' notice in writing, to Chicopee Woods; provided, however:

The Lease to the County contained herein shall remain in full force and effect, without termination except as provided in this Agreement, notwithstanding any actions which may take place under this Section;

In such notice the County shall provide Chicopee Woods' with an itemized statement of the reasons for such termination and such termination will be contingent upon Chicopee Woods responding to the notice and adequately remedying any problems which might be so remedied within 60 days from the date of such notice.

(C) Pursuant to O.C.G.A. § 36-60-13, if applicable, this Agreement, if not sooner terminated pursuant to the provisions of termination contained herein, is terminable by the Board of Commissioners of Hall County, Georgia on December 31 of each year during the term of this Agreement, except this Agreement shall be

automatically renewed on each date, and without any lapse, unless positive action is taken to terminate this Agreement by the Board of Commissioners of Hall County, Georgia in public meeting and such action is entered in the official minutes of the Hall County Commission.

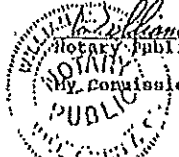
IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized parties and their seals affixed, all as of the day and year first above written.

Signed, sealed and delivered
on the 24 day of May,
1989 before the undersigned:

Witness

William M. Horne
Notary Public

My Commission expires: 12-12-89



CHICOPPEE WOODS AREA
FAR COMMISSION

BY: James Mathis Sr.
Chairman

ATTEST: John S. B...

(SEAL)



Signed, sealed and delivered
on the 24 day of May,
1989 before the undersigned:

Witness

William M. Horne
Notary Public

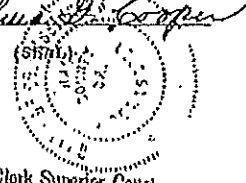
My Commission expires: 12-12-89



HALL COUNTY, GEORGIA

BY: Art L. Dyer
Chairman

ATTEST: Dwight S. Wood



Georgia, Hall County, Clerk Superior Court
Filed in office this 11. day of May, 1989
1989 at 11:51 A.M. Recorded in Book 1345, Page 11
Page 11 in this 12. day of May, 1989
Dwight S. Wood
DWIGHTS. WOOD, Clerk

EXHIBIT A

All that tract or parcel of land lying and being situate in the Morgan District CND 385, Hall County, Georgia, consisting of 521.573 acres, more or less, as shown on a plat of survey prepared by Farley-Collins and Associates, Georgia Registered Land Surveyors dated March 12, 1986 and revised December 15, 1986, recorded at Plat Book 138, pages 170-171, Hall County, Georgia Deed Records, which plat of survey is hereby incorporated in this description by reference and made a part hereof for a more complete and adequate description. Said property is bounded as follows: On the North and East by lands now or formerly owned by the City of Gainesville, Georgia; on the South by the westernmost right of way of I-905, also known as S.R. 365; and on the West by the easternmost right of way of S.R. 13, and Chicopee Village.

INTERGOVERNMENTAL AGREEMENT

EXHIBIT C

STATE OF GEORGIA COUNTY OF HALL

THIS AGREEMENT is made and entered this the ____ day of _____, 2025, by and between **Chicopee Woods Area Park Commission**, a body corporate and politic and political subdivision of the State of Georgia and a public corporation created and empowered by and under an Act of the General Assembly of Georgia (Ga. Laws 1980, pp. 4054, et seq., as amended by Ga. Laws 1988, pp. 3783, et seq.) and having its principal office in the City of Gainesville, County of Hall, State of Georgia (“Chicopee Woods”), and **Hall County, Georgia**, a political subdivision of the State of Georgia (the “County”).

WHEREAS, in 1989, the Board of Commissioners of Hall County, Georgia and the Chicopee Woods Area Park Commission entered into two (2) separate agreements both with terms of fifty (50) years providing for, respectively, the construction of what would become the Nature Center (hereinafter referred to as “Nature Center”) (attached hereto as “Exhibit A” and referred to hereinafter as the “Nature Center Agreement”) and for the construction of what would become the Chicopee Woods Golf Course (hereinafter referred to as the “Golf Course”) (attached hereto as “Exhibit B” and referred to hereinafter as the “Golf Course Agreement”) by which Chicopee Woods leased to Hall County, Georgia certain portions of real property, described with specificity in Exhibits “A” and “B” upon which the County agreed to facilitate the construction of a Nature and Science Center and a Golf Course for the use of the citizens of Hall County; and

WHEREAS, both the Golf Course and Nature Center were constructed in accordance with the applicable agreements; and

WHEREAS, pursuant to the Golf Course Agreement the County was entitled to and does retain title to all property purchased in compliance with the Golf Course Agreement; and

WHEREAS, pursuant to the Nature Center Agreement the County was entitled to, and does, retain title to all improvements and fixtures, permanent and temporary, constructed on the leased premises in accordance with the Nature Center Agreement; and

WHEREAS, Chicopee Woods has and continues to, in accordance with both the Golf Course Agreement and the Nature Center Agreements, operate and maintain, or cause to be operated and maintained, both Nature Center and the Golf Course; and

WHEREAS, the County is not involved in any capacity in the daily operations of either the Golf Course or Nature Center; and

WHEREAS, the County receives no operating revenue from either the Golf Course or Nature Center; and

WHEREAS, pursuant to the Nature Center Agreement and the Golf Course

Agreement both facilities have been and continue to be open to the public; and

WHEREAS, the County and Chicopee Woods agree that the facilities should continue to be open to the public; and

WHEREAS, the County has determined that it's continued maintenance of any property interest in the Golf Course no longer serves the County's interests or it's citizens; and

WHEREAS, the County has determined that it's continued maintenance of any property interest in Nature Center no longer serves the County's interests or it's citizens; and

WHEREAS, the County and Chicopee Woods agree that further continuation of the Golf Course Agreement and the Nature Center Agreement serves no purpose for either party or the citizens of Hall County; and

WHEREAS, the County and Chicopee Woods desire that all property interests vested in the County by virtue of the Golf Course Agreement and the Nature Center Agreement be transferred to Chicopee Woods; and

WHEREAS, the County and Chicopee Woods desire to terminate the 1989 Golf Course and Nature Center Agreements.

NOW, THEREFORE, the County and Chicopee Woods in consideration of the mutual promises and understandings made in this Agreement, and for other good and valuable consideration, consent and agree as follows:

1.

Property Interests, Responsibilities and Obligations vested in Hall County, Georgia by virtue of the Golf Course and Nature Center Agreements

Upon execution of this agreement, the County and Chicopee Woods agree that any interest, property or otherwise, vested in the County by virtue of the 1989 Nature Center Agreement attached hereto as Exhibit "A" shall transfer immediately and fully to Chicopee Woods. Further upon execution of this agreement, the County and Chicopee Woods agree that any interest, property or otherwise, vested in the County by virtue of the 1989 Golf Course Agreement attached hereto as Exhibit "B" shall transfer immediately and fully to Chicopee Woods. The County and Chicopee Woods agree that any responsibilities or obligations of the County created by either the Golf Course Agreement or the Nature Center Agreement are hereby null and void.

2.

Property Interests, Responsibilities and Obligations vesting in Chicopee Woods by virtue of this Agreement

In consideration for receiving any interests of the County in the Golf Course and Nature Center, Chicopee Woods accepts and acknowledges that all responsibilities for the maintenance of the Golf Course and Nature Center rest with Chicopee Woods as do all liabilities and responsibilities thereto.

3.

Continued Availability of the Golf Course and Nature Center to the Public

In consideration of receiving the County's remaining interest in the Golf Course and Nature Center, Chicopee Woods agrees that upon execution of this Agreement that both the Golf Course and Nature Center shall remain open and available to the public, at a minimum, in the fashion contemplated by the Golf Course Agreement and the Nature Center Agreement and Chicopee Woods further warrants that they shall maintain both facilities in good working order so that they may continue to be enjoyed by the public. Should Chicopee Woods seek to divest itself of ownership of either facility it warrants that the continuing availability of both facilities to the public and their continued maintenance shall be guaranteed in any such future transactions.

4.

Termination of the Nature Center Agreement and the Golf Course Agreement

The County and Chicopee Woods agree that upon the execution of this Agreement the Nature Center Agreement, attached hereto as Exhibit "A" and the Golf Course Agreement attached hereto as Exhibit "B" shall both terminate.

5.

Term and Assignment

The term and assignment of this Agreement shall be fifty (50) years. The parties agree that the transfer of any interest vested in the County by virtue of the Golf Course Agreement and the Nature Center Agreement to Chicopee Woods is permanent. The parties agree that Chicopee Wood's obligation to ensure the continued maintenance and availability of both the Golf Course and the Nature Center to the public shall survive the exhaustion of this Agreement. The parties reserve the right to extend this Agreement by mutual consent upon exhaustion of this Agreement or at any point during the life of this Agreement. Upon any extension of this Agreement any changes thereto must be mutually assented to by both parties. Any such mutual extension or changes shall be in writing, executed by both parties. The parties hereto may not assign this Agreement or their responsibilities hereunder to any third party without prior written permission of the other party.

6.

Breach

In the event of a breach, the non-breaching party shall provide written notice of the nature and extent of the breach to the other party as prescribed herein and shall allow thirty (30) days from the date of receipt of that notice to cure the alleged breach. If the alleged breach is not cured within the thirty (30) day notice period, the parties shall have all rights and remedies provided by law.

7.

Notice

All notices hereunder must be in writing and shall be deemed validly given if sent by certified mail or overnight delivery, return receipt requested, addressed as follows (or any other addresses as designated by the parties by properly delivered notice):

Hall County, Georgia:

Chairman

Hall County Government Center

2875 Browns Bridge Road

Gainesville, Georgia 30504

Chicopee Woods Area Park Commission:

Chairman

2125 Elachee Drive

Gainesville, GA 30504

8.

Complete Agreement

This Agreement and any attached exhibits constitute the entire agreement between Hall County, Georgia and the Chicopee Woods Area Park Commission as it pertains to the matters covered herein, and no prior written or prior contemporaneous or subsequent oral promises or representations shall be binding upon the parties.

9.

Amendments

Except as may otherwise be provided herein, this Agreement shall not be amended or changed except by written instrument signed by both parties.

10.

Binding on Successors

This Agreement shall be binding upon and inure to the benefit of the successors of the parties.

11.

Strict Performance

The failure of either party to insist upon strict performance of any of the terms or conditions of this Agreement shall not constitute a waiver thereof.

12.

Immunities

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

13.

Governing Law

This Agreement shall be governed by the laws of the State of Georgia. If any term or provision of this Agreement, or application thereof, shall to any extent be invalid or unenforceable, the remainder of this Agreement shall not be affected thereby, but shall be valid and enforced to the fullest extent permitted by law.

14.

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.

15.

Severability

Should any phrase, clause, sentence, or paragraph of this Agreement be held invalid or unconstitutional, the remainder of the Agreement shall remain in full force and effect as if such invalid or unconstitutional provision were not contained in the Agreement unless the elimination of such provision detrimentally reduces the consideration that any party is to receive under this Agreement or materially affects the operation of this Agreement.

16.

Mediation

The County and Chicopee Woods agree to submit any controversy arising under this Agreement to mediation for a resolution. The parties to the mediation shall mutually select a neutral party to serve as mediator. Costs of mediation shall be shared equally among the parties to the mediation.

In witness whereof, the Parties hereto have set their hands and affixed their seals the day and year indicated below.

**CHICOPEE WOODS AREA
PARKS COMMISSION**

By: _____
Chairman

Attest: _____
Secretary

(SEAL)

HALL COUNTY, GEORGIA

By: _____
Chairman, Board of Commissioners
of Hall County

Attest: _____
Clerk, Board of Commissioners of
Hall County

(SEAL)

APPROVED AS TO FORM:

Justin Lawhon, Interim
County Attorney