

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 COMISSION
UPDATING A LEASE AGREEMENT ORIGINALLY ENTERED INTO IN 1989**

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 a Lease Agreement (hereinafter referred to as the “Lease”)(Attached hereto as “Exhibit A”) by which Chicopee Woods leased to the County a certain portion of real property, described with particularity in Exhibit A, upon which an Agricultural Center was to be constructed and then operated and maintained by the County; and

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

WHEREAS, the County did, in accordance with the Agreement construct said Agriculture Center and has been responsible for its operation and maintenance since; and

WHEREAS, the County and Chicopee Woods shortly after the execution of the Agreement further agreed that it would be beneficial to the parties and the Citizens of Hall County that a Youth Group Home be constructed on the premises leased to the County in the Agreement and that said Youth Group Home be maintained and operated by the County; and

WHEREAS, the County in accordance with it’s agreement with Chicopee Woods did

in fact construct a Youth Group Home on the premises leased to the County in the Agreement and has been responsible for its operation and maintenance since; and

WHEREAS, Hall County Corrections are currently operating what was the Youth Group Home as Transitional Housing; and

WHEREAS, the Agreement, being for a term of fifty (50) years, remains in full force and effect but has become outdated; and

WHEREAS, the Hall County Board of Commissioners has determined that the execution of an Intergovernmental Agreement (a proposed copy of which is attached hereto as “Exhibit B”) between the County and Chicopee Woods serving to modernize the Agreement, clarify the terms and better reflect the current circumstances on the leased premises is necessary and in the best interest of the Citizens of Hall County, the County Government and Chicopee Woods; and

NOW, THEREFORE, the Board of Commissioners of Hall County does hereby resolve to approve the execution of the Intergovernmental Agreement attached hereto as “Exhibit B” 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

AGREEMENT

8

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");

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 an agricultural center 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 certain lands a portion of which is deemed suitable for an agricultural 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, one of the purposes of which is to provide approximately One Million Five Hundred Thousand and no/100 (\$1,500,000.00) Dollars for the construction of an agricultural center in the park area 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 agricultural center 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 agricultural 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, all that certain tract or parcel of land, together with all improvements thereon, situate, lying and being in the Morgan District G.M.D. 565 of the County of Hall, State of Georgia, consisting of 231.03 acres, more or less, and shown as Tract "A"

and Tract "B" on that certain plat of survey prepared by Owen Patton, Georgia Registered Land Surveyor, dated March 10, 1989, recorded at Plat Book 135, Pages 168-169 of the Hall County, Georgia Deed Records, which plat of survey is 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 where the Easternmost right of way of Calvary Church Road intersects with the Southwesternmost right of way of an unnamed old graded road; on the East by the Southwesternmost right of way of an unnamed old graded road and other lands of the Chciopee Woods Area Park Commission; on the South by other lands of the Chicopee Woods Area Park Commission; and, on the West by the Easternmost right of way of Calvary Church Road. Said lands are hereinafter referred to as the "Premises". As used herein the term "Premises" refers to the real property described above 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

expiration of the term hereof, the parties shall enter into a new agreement for the lease of the Premises upon the same terms and conditions contained herein.

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 Commissions 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.

SECTION SIX

USES

County shall use the Premises exclusively as the site for the Project and related facilities. Uses shall include, but not be limited to, livestock shows; livestock sales and auctions; pet shows; equipment exhibitions and shows; garden shows; antique auto shows; rodeo exhibitions; craft exhibitions and shows; cultural exhibits and shows; public forums and meetings; picnicking; and conventions.

It is the intent of the Park Commission in leasing this property to the County that it be used for the promotion of agriculturally related projects and those projects that could be adjunct to the successful operation of said agricultural projects. It is not the intent of the lease to provide ground primarily for

the normally accepted or defined park and recreation uses. If, in the opinion of the County, tennis courts, toddlers' fields, archery ranges, amphitheater or other passive recreation activities are defined as adjunct or necessary to the successful operation of defined agricultural projects, then they shall be permitted.

SECTION SEVEN

OPERATION AND MAINTENANCE

(i) County shall have sole responsibility for the operation, regulation and maintenance of the Project, including establishing fees, regulations and rules governing the Project as well as the employment and termination of Project personnel, if any, which personnel shall be deemed employees of County. County may delegate its responsibilities to appropriate departments within the County, including to Parks and Leisure Services.

(ii) During the term hereof, County shall carry and maintain or cause to be carried and maintained and paid or caused to be paid timely premiums for the following insurance with respect to the Premises and the activities of County 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 of County.

(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: County 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 County.

(iii) County 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) The County shall provide funding for operation, regulation and maintenance of the Project only in the event that revenues generated from the operation of the Project are inadequate to defray operating expenses. All excess revenue generated by the Project is to be transferred to the general fund of the County. 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 and county purchasing laws, rules, regulations and guidelines.

Chicopee Woods shall not be liable for any debt incurred by County to fund or operate the project, except as to rights granted and obligations undertaken in certain agreements between Chicopee Woods and County with respect to a golf course and nature center, which agreements require excess revenues from the operation of said golf course to be applied to the operation of other park projects located within the Total Acreage presently owned by Chicopee Woods as determined by Chicopee Woods.

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:

A deed from Johnson & Johnson surrendering all rights Johnson & Johnson may have to the Premises and specifically waiving the restrictive covenant and all conditions of reverter imposed by the aforementioned deed of gift.

SECTION NINE

ENVIRONMENTAL STANDARDS

Timber shall be cut on the premises only as necessary for the construction of improvements. Any revenues generated by the sale

of timber cut on the premises shall be applied to the Project and shall be the property the County.

SECTION TEN

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 ELEVENTERMINATION

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 8th day of May,
1989 before the undersigned:

Michael G. B-jet
Witness

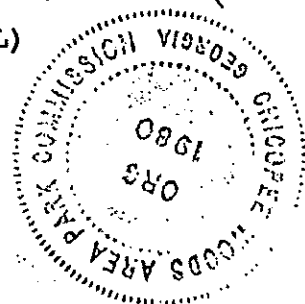
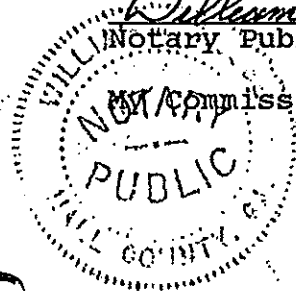
William M. House
Notary Public

Commission expires: 12-12-89

CHICOPEE WOODS AREA
PARK COMMISSION

BY: John S. Burd
Chairman

ATTEST: John S. Burd
(SEAL)

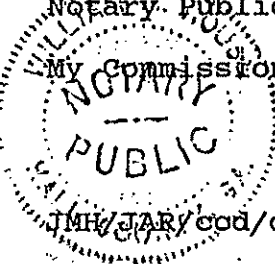


Signed, sealed and delivered
on the 21 day of May,
1989 before the undersigned:

Michael G. B. J. St
Witness

William M. Home
Notary Public

My Commission expires: 12-12-89



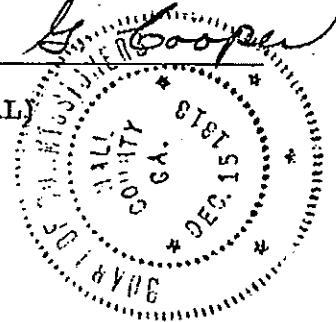
JMH/JAR/cod/dco

HALL COUNTY, GEORGIA

BY: Ant. L. Lyan
Chairman

ATTEST: Sylvia G. Cooper

(SEAL)



Georgia, Hall County, Clerk Superior Court
Filed in office, this 11 day of May,
1989, at 11:15 A.M. Recorded in Book 1345
Page 8-2 this 17 day of May, 1989.
.....Dwight S. Wood.....
DWIGHT S. WOOD, Clerk

Eng. S/H
File

INTERGOVERNMENTAL AGREEMENT

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").

WITNESSETH:

WHEREAS, among the purposes of Chicopee Woods is the acquiring, constructing, equipping, maintaining and operating of nature, science, and agricultural facilities and the usual and convenient facilities appertaining to such an undertaking and the leasing 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; and

WHEREAS, Chicopee Woods and the County entered into a Lease Agreement, dated as of May 8, 1989 (the "1989 Lease Agreement"), pursuant to which the County leased real property from Chicopee Woods (the "1989 Leased Premises"); and

WHEREAS, pursuant to the 1989 Lease Agreement, the County agreed to acquire, construct, install, maintain, equip, and operate an agricultural center on the Leased Premises (the "Agricultural Center"); and

WHEREAS, shortly after the 1989 Lease Agreement went into effect Chicopee Woods and the County agreed that in addition to the agricultural center, the County would also acquire, construct, install, maintain, equip, and operate a youth group home on the Leased Premises (the "Group Home", and collectively with the Agricultural Center, the "Projects"), the residents of which would assist in the maintenance of the Agricultural Center; and

WHEREAS, the youth group home is now being utilized as a transitional living center by Hall County Corrections; and

WHEREAS, it is to the benefit of the residents of Hall County and the area served by Chicopee Woods that the Projects continue in operation by the County; and

WHEREAS, the County and Chicopee Woods now desire to update and replace the 1989 Lease Agreement with a new Lease Agreement that better reflects the current operations of the Projects; and

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

Section 1. Representations and Mutual Covenants.

A. The County makes the following representations and warranties which may be specifically relied upon by all parties as a basis for entering this Agreement:

- (i) The County is a political subdivision duly created and organized under the Constitution of the State of Georgia; and
- (ii) The governing authority of the County is duly authorized to execute, deliver and perform this Agreement; and
- (iii) This Agreement is a valid, binding, and enforceable obligation of the County.

B. Chicopee Woods makes the following representations and warranties which may be specifically relied upon by all parties as a basis for entering this Agreement:

- (i) Chicopee Woods is a local authority duly created and organized under the laws of the State of Georgia; and
- (ii) The governing authority of Chicopee Woods is duly authorized to execute, deliver and perform this Agreement; and
- (iii) This Agreement is a valid, binding, and enforceable obligation of Chicopee Woods; and
- (iv) Chicopee Woods is located entirely within the geographic boundaries of the County.

Section 2. Contract.

Chicopee Woods and the County hereby contract for the continued operation and maintenance of the Projects on the terms hereinafter set forth.

Section 3. Demised Premises.

Chicopee Woods hereby leases to the County and the County hereby leases from Chicopee Woods all that tract or parcel of land lying and being in Hall County, State of Georgia, and being more particularly depicted in **Exhibit "A"** attached hereto and by reference made a part hereof (the "Premises").

Section 4. 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. The County, at its option, shall be entitled to terminate the lease agreement at any time during the life of the lease by providing Chicopee Woods notice in writing at least sixty (60) days in advance of the County's desired date of termination.

Section 5. Title to the Projects.

Title to the improvements and fixtures, permanent and temporary, which make up the Projects shall be vested in the County.

Section 6. Rental.

Chicopee Woods leases to County the Premises for 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.

Section 7. Uses.

The parties shall use the Premises exclusively for operating the Projects and related facilities. Any use of the Premises by the County for a purpose not related to the Projects as contemplated by this Agreement must be approved in advance in writing by Chicopee Woods.

Section 8. Operation and Maintenance.

(i) Effective the date of execution hereof, the County agrees that it shall continue to assume responsibility for the operation, regulation and maintenance of the Projects, including procuring managing agents, establishing fees, regulations and rules governing the Projects as well as the employment and termination of personnel, which personnel shall be solely employees of the County.

(ii) The County shall operate, regulate, and maintain the Projects throughout the term of this Agreement, and for the purposes hereof.

(iii) The County will pay, during the term hereof, as the same become due, all utility and other charges incurred in the operation, maintenance, use, occupancy and upkeep of the Projects.

(iv) During the term hereof the County 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 Projects and the Premises and the activities of the County hereunder:

- (a) Comprehensive General Liability Insurance: Comprehensive General Liability Insurance covering the Premises, Projects and their appurtenances and the sidewalks fronting thereon on an occurrence or claims made basis with bodily injury limits of not less than \$1,000,000 for injury to or death of any one person and \$2,000,000.00 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: The County shall provide such fire and extended coverage insurance on the Projects and their contents as the County, 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 and the property has been restored to at least pre-damage condition and quality, the excess proceeds shall be retained by the County.
- (d) The County shall provide annually, a Certificate of Insurance reflecting the agreed coverage, with Chicopee Woods named as "Additional Named Insured." as may be necessary to demonstrate full compliance with this section.

(v) The County 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.

Section 9. Hold Harmless/Indemnification

To the extent allowable by applicable law the County hereby agrees to indemnify and hold Chicopee Woods, its officers, officials and employees harmless from any and all claims, injuries, damages, losses or suits including attorney fees, that may arise from this Agreement, except for injuries and damages caused by the sole negligence of the Chicopee Woods.

Section 10. Abandonment/Termination.

The desertion, vacation or abandonment of the Premises or the Projects by the County shall entitle Chicopee Woods to immediately terminate the term and this Agreement. In the event of abandonment and termination Chicopee Woods shall have the right to purchase the Projects from the County for \$1.00, or to demand the removal of the Projects and restoration of the Premises to its natural state within 180 days of the County's receipt of notice of said termination. Any use of the Premises by the County for a purpose not related to the Projects as contemplated by this Agreement without prior written authorization from Chicopee Woods shall entitle Chicopee Woods to terminate the term and this Agreement.

Section 11. Notices.

All notices, consents, waivers, directions, requests or other instruments or communications provided for under this Agreement shall be deemed properly given when delivered personally or sent by registered or certified United States mail, postage prepaid, as follows:

If to Hall County:

Hall County Government Center
2875 Browns Bridge Road
Gainesville, GA 30504
Attention: Chairman

If to the Chicopee Woods:

2125 Elachee Drive
Gainesville, GA 30504
Attention: Chairman

Section 12. Entire Agreement.

This Agreement, including any attachments or exhibits, constitutes all of the understandings and agreements existing between the County and Chicopee Woods with respect to the Premises and the Projects, this Agreement supersedes all prior agreements, negotiations and communications of whatever type, whether written or oral, between the parties hereto with respect to the Projects and the Premises, including the 1989 Lease Agreement.

Section 13. Amendments.

This Agreement shall not be amended or modified except by agreement in writing executed by the governing authorities of the County and Chicopee Woods or except as otherwise set forth herein.

Section 14. Governing Law.

This Agreement shall be deemed to have been made and shall be construed and enforced in accordance with the laws of the State of Georgia.

Section 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.

Section 16. Compliance with Law.

The County and Chicopee Woods shall comply with all applicable local, State, and Federal statutes, ordinances, rules and regulations.

Section 17. No Consent to Breach.

No consent or waiver, express or implied, by any party to this Agreement, to any breach of any covenant, condition or duty of another party shall be construed as a consent to or waiver of any future breach of the same.

Section 18. Counterparts.

This Agreement may be executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

Section 19. 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, Chicopee Woods and the County acting through their duly authorized agents have caused this Agreement to be signed, sealed and delivered for final execution by the County on the date indicated herein.

[SIGNATURES ON FOLLOWING PAGE]

**CHICOPEE WOODS AREA
PARK 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

EXHIBIT A

