

CITY OF
GAINESVILLE

OFFICE OF THE CITY CLERK

April 21, 2022

Attorney William J. Linkous III
Hall County Government
PO Box 1720
Gainesville, GA 30503

REFERENCE: Allen Creek Soccer Complex Intergovernmental Lease Agreement

Dear Attorney Linkous,

During the April 19, 2022 Mayor/Council Meeting, the governing body adopted resolution BR-2022-16 authorizing execution of the referenced agreement.

Enclosed, herewith, please find a copy of the resolution along with two (2) original lease agreements for signing. Please execute both lease agreements and return one fully executed original agreement to our office for the official files.

If you have any questions or concerns, please do not hesitate to contact the City Clerk's Office via email to cityclerk@gainesvillega.gov or by telephone at 770.297.5601

Sincerely,



Alisa Grayson
Deputy City Clerk

/ag

RESOLUTION BR-2022-16

**ALLEN CREEK SOCCER COMPLEX INTERGOVERNMENTAL LEASE AGREEMENT
WITH HALL COUNTY**

WHEREAS, Art. IX, § III, ¶ I (a) of the Georgia Constitution authorizes a municipality and county to contract with each other for a period not exceeding 50 years for the provision of services and use of facilities relating to activities, services and facilities that the contracting parties are authorized by law to provide; and

WHEREAS, Hall County and the City of Gainesville ("Gainesville") each own a one-half interest in the improved real property known as the Allen Creek Soccer Complex ("Allen Creek"); and

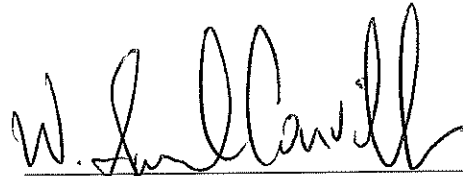
WHEREAS, Hall County has indicated that it intends to continue to operate and maintain Allen Creek as a recreational facility, and Gainesville is willing to lease its interest in Allen Creek to Hall County for use as a recreational facility; and

WHEREAS, Gainesville wishes to lease its interest in Allen Creek to Hall County for fifty years, such that Allen Creek can continue to be used to provide recreational benefits for the citizens of Hall County, Gainesville, and surrounding communities; and

WHEREAS, Hall County has reviewed and approved the Intergovernmental Lease Agreement that is attached hereto as Exhibit 1.

NOW, THEREFORE, BE IT RESOLVED THAT the governing body of the City of Gainesville does hereby approve the attached Intergovernmental Lease Agreement and authorizes the Mayor, City Manager and City Attorney to execute an agreement in substantially the same form as the Intergovernmental Lease Agreement attached hereto, as well as such other documents as may be necessary to effectuate the terms of the attached Agreement.

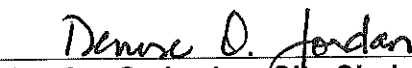
Adopted this 19th day of April, 2022.



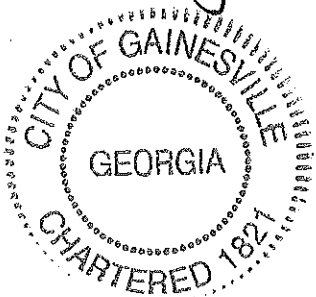
W. Samuel Couvillon, Mayor

This is to certify that I am City Clerk of the City of Gainesville. As such, I keep its official records, including its minutes. In that capacity, my signature below certifies this Resolution was adopted as stated and will be recorded in the official minutes.

ATTEST:



Denise O. Jordan, City Clerk



INTERGOVERNMENTAL LEASE AGREEMENT FOR ALLENS CREEK SOCCER COMPLEX
BETWEEN HALL COUNTY, GEORGIA AND THE CITY OF GAINESVILLE

This Intergovernmental Lease Agreement entered into pursuant to the authority granted by Georgia Constitution Art. IX, § III, ¶ I (a) this ____ day of _____, 2022, by and between Hall County, Georgia, a political subdivision of the State of Georgia, by and through its duly authorized governing authority, the Board of Commissioners of Hall County, Georgia (hereinafter referred to as "Hall County"), and the City of Gainesville, Georgia, a municipal corporation, by and through its duly authorized governing authority, the City Council of Gainesville, Georgia (hereinafter referred to as the "City of Gainesville"), is entered into for the purpose of setting forth the duties, obligations, and responsibilities of both government entities in undertaking a long-term lease of the City of Gainesville's one-half interest in the improved real property known as the Allen Creek Soccer Complex by Hall County.

WHEREAS, Hall County is fee simple owner of a one-half interest in the improved real property known as the Allen Creek Soccer Complex pursuant to a deed dated March 23, 2000 and recorded in the real estate records on November 13, 2000 (see Exhibit A hereto); and

WHEREAS, the City of Gainesville is fee simple owner of a remaining one-half interest in the improved real property known as the Allen Creek Soccer Complex; and

WHEREAS, on or about November 21, 2001 Hall County and the City of Gainesville entered into an Intergovernmental Agreement ("IGA") covering the operation and maintenance of the Allen Creek Soccer complex; and

WHEREAS, the November 21, 2001 IGA, its addendum, and its automatic renewal periods expired on November 21, 2021, and said IGA is no longer in effect; and

WHEREAS, the City of Gainesville has indicated that it no longer wishes to be involved in the operation and maintenance of the Allen Creek Soccer Complex; and

WHEREAS, Hall County has indicated that it intends to continue to operate and maintain the Allen Creek Soccer Complex as a recreational facility for the foreseeable future; and

WHEREAS, the City of Gainesville has indicated its willingness to enter into an Intergovernmental Lease Agreement whereby it leases its interest in the Allen Creek Soccer Complex to Hall County for Hall County's use as a public recreational facility.

NOW THEREFORE, Hall County and the City of Gainesville hereby enter into the following Intergovernmental Lease Agreement for said facility upon the following terms and conditions.

1.

Term of Lease

As permitted by Article IX, § III, ¶ I (a) of the Georgia Constitution, the term of this lease shall be for a total of fifty years from the date of its full execution.

2.

Consideration

In consideration of the mutual promises contained herein, Hall County shall pay to the City of Gainesville the yearly amount of \$100.00 paid to the City in a lump sum each year during the month of December for the entire term of this Intergovernmental Lease Agreement. For the year 2022 the County shall pay in December of 2022 a pro rata share of the above-referenced yearly lump sum for the time that this Lease Agreement is in effect during 2022 based upon this lease taking effect on the date of its full execution by the parties.

3.

Premises

In consideration of the mutual promises contained herein and other good and valuable consideration, as well as the payments described in paragraph 2 herein, the City of Gainesville does hereby rent and lease to Hall County its entire interest in the real property and improvements known as the Allen Creek Soccer Complex, said real property and improvements being the City of Gainesville's entire remaining interest in said Complex, including real property and improvements. For purposes of describing the premises of the Complex, the Allen Creek Soccer Complex property is depicted and described in a Quit Claim Deed between the parties dated March 23, 2000 and filed with the Clerk's real estate records on November 13, 2000. Said deed and related documents are attached hereto as Exhibit "A" for reference as to the boundaries of the Complex.

4.

Use of the Premises

As a condition of this Intergovernmental Lease Agreement, Hall County agrees to use the real property and improvements known as the Allen Creek Soccer Complex solely for recreational purposes during the term of this Agreement. In the event that the Allen Creek Soccer Complex ceases being used for recreational purposes for a period of more than six (6) months, the City of Gainesville shall have the option, upon written notice to Hall County, to terminate this Intergovernmental Lease Agreement.

5.

Operation and Maintenance

During the term of this Intergovernmental Lease Agreement, Hall County agrees to be solely responsible for the operation and maintenance of the Allen Creek Soccer Complex as a recreational facility, and will accordingly be solely responsible for the oversight and management of the facility during the lease term.

6.

Revenue

During the term of this Agreement, Hall County shall be solely entitled to receive all revenue generated as a result of the operation of the Complex premises and facility thereon.

7.

Records

During the term of this Agreement Hall County shall be responsible for maintaining all financial records and financial reports reflecting the operation of the facility.

8.

Improvements

During the term of the lease, Hall County shall be permitted, without first consulting the City, to make minor improvements to the facility as deemed necessary to landscape the facility, to replace and repair the athletic fields and buildings, and engage in necessary or routine maintenance such as cleaning, painting, re-roofing, and repair to existing structures. Should Hall County wish to make major improvements or changes to the facility, such as changing the footprint of existing buildings and/or grading/excavating, the County will first obtain the permission of the City, and such permission shall not be unreasonably withheld.

9.

Utilities

During the term of the lease, Hall County shall be solely responsible for the payment of all utilities required for the operation of the facility.

10.

Subleasing

During the term of the lease, Hall County shall be entitled to sublease all or a portion of the facility as it deems necessary provided that any such sublease shall be for operation of recreational facilities on the property.

11.

Severance

In the event that any part or provision of this Agreement is held to be invalid, the remainder of the Agreement shall not be affected thereby and shall continue in full force and effect.

12.

Governing Law

This Agreement shall be governed in all respects as to validity, construction, capacity, performance, enforcement, or otherwise by the laws of the State of Georgia.

13.

Entire Agreement

This Agreement, including any exhibits hereto, constitutes the entire agreement between the parties. There are no conditions, agreements, or representations either written or oral between the parties except those expressed herein. This Agreement may only be altered or amended by a written instrument duly executed by both parties hereto.

14.

Notice

During the term of this Agreement any required notice or communication from the City to the County shall be sufficient if sent via Certified Mail, return receipt requested, to the County Administrator, with copies via U.S. Mail to the County's Director of Parks and Leisure and to the County Attorney. Likewise, during the term of this Agreement any required notice or communication from the County to the City shall be sufficient if sent via Certified Mail, return receipt requested, to the City Manager, with copies via U.S. Mail to the City's Director of Parks and Recreation and to the City Attorney.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement effective as of the day and year first above written.

HALL COUNTY, GEORGIA

By: _____
Richard Higgins
Commission Chairman



Attest: _____
Jennifer Rivera
Commission Clerk

CITY OF GAINESVILLE, GEORGIA

~~APPROVED AS TO FORM~~

Abbott S. Hayes, Jr.
Hulsey, Oliver & Mahar, LLP
City Attorney

By: _____
W. Samuel Couvillon
Mayor

Attest: Denise O. Jordan
Denise O. Jordan
City Clerk



Exhibit A
(November 13, 2000 Deed from City to
County of ½ Interest in Complex)

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28 seconds west 72.41 feet; north 22 degrees 05 minutes 11 seconds west 51.80 feet; north 33 degrees 36 minutes 56 seconds east 19.78 feet; north 53 degrees 50 minutes 23 seconds west 18.41 feet; north 40 degrees 44 minutes 15 seconds west 30.10 feet; north 67 degrees 36 minutes 06 seconds west 33.10 feet; north 38 degrees 39 minutes 38 seconds west 36.43 feet; north 57 degrees 17 minutes 23 seconds east 83.89 feet; north 05 degrees 16 minutes 44 seconds east 51.53 feet; north 49 degrees 16 minutes 23 seconds west 58.30 feet; south 71 degrees 43 minutes 57 seconds west 40.13 feet; north 65 degrees 01 minutes 17 seconds west 27.21 feet; north 16 degrees 49 minutes 45 seconds west 34.19 feet; north 74 degrees 01 minutes 55 seconds west 49.07 feet; north 78 degrees 15 minutes 38 seconds west 31.65 feet; north 46 degrees 00 minutes 53 seconds west 29.23 feet; south 87 degrees 52 minutes 35 seconds west 56.57 feet; south 71 degrees 36 minutes 42 seconds west 29.00 feet; north 63 degrees 14 minutes 22 seconds west 73.10 feet; north 28 degrees 54 minutes 26 seconds west 61.77 feet; north 30 degrees 17 minutes 26 seconds west 48.60 feet; north 46 degrees 06 minutes 43 seconds west 39.08 feet; north 07 degrees 39 minutes 18 seconds west 34.16 feet; north 25 degrees 24 minutes 03 seconds east 54.84 feet; north 51 degrees 07 minutes 08 seconds west 40.11 feet; north 05 degrees 14 minutes 27 seconds west 47.28 feet; north 36 degrees 46 minutes 31 seconds west 23.84 feet; south 74 degrees 21 minutes 59 seconds west 78.15 feet; north 15 degrees 07 minutes 01 seconds west 16.90 feet; north 11 degrees 55 minutes 28 seconds east 56.44 feet; north 63 degrees 29 minutes 36 seconds west 60.93 feet; north 09 degrees 18 minutes 26 seconds west 37.47 feet; north 25 degrees 59 minutes 53 seconds west 34.87 feet; north 22 degrees 57 minutes 37 seconds west 54.39 feet; north 47 degrees 28 minutes 34 seconds west 61.55 feet; north 74 degrees 57 minutes 11 seconds west 53.72 feet; north 63 degrees 14 minutes 10 seconds west 54.53 feet; north 14 degrees 26 minutes 29 seconds east 28.71 feet; north 27 degrees 43 minutes 33 seconds west 73.77 feet; north 58 degrees 26 minutes 02 seconds east 72.08 feet; north 13 degrees 44 minutes 02 seconds east 36.52 feet; north 56 degrees 46 minutes 28 seconds west 41.42 feet; north 35 degrees 24 minutes 00 seconds west 42.06 feet; north 18 degrees 04 minutes 12 seconds west 25.48 feet; north 01 degrees 23 minutes 32 seconds east 43.36 feet; north 45 degrees 28 minutes 38 seconds west 66.13 feet; north 47 degrees 48 minutes 15 seconds west 61.94 feet; north 34 degrees 10 minutes 08 seconds west 53.82 feet; north 29 degrees 33 minutes 09 seconds east 61.59 feet; north 37 degrees 08 minutes 27 seconds west 77.23 feet; north 51 degrees 03 minutes 30 seconds west 67.21 feet; north 02 degrees 44 minutes 35 seconds east 41.79 feet; north 23 degrees 11 minutes 36 seconds west 57.55 feet; north 23 degrees 53 minutes 37 seconds west 47.65 feet; north 23 degrees 34 minutes 18 seconds west 52.31 feet; north 44 degrees 08 minutes 15 seconds west 56.78 feet; north 36 degrees 50 minutes 45 seconds west 46.33 feet; north 20 degrees 29 minutes 06 seconds west 53.43 feet; north 19 degrees 30 minutes 56 seconds west 77.61 feet; north 08 degrees 47 minutes 32 seconds east 35.58 feet; north 16 degrees 35 minutes 34 seconds west 56.56 feet; north 18 degrees 01 minutes 13 seconds west 59.37 feet; north 34 degrees 48 minutes 41 seconds west 52.62 feet; north 05 degrees 33 minutes 41 seconds west 58.41 feet; north 63 degrees 55 minutes 29 seconds east 67.45 feet; north 11 degrees 01 minutes 34 seconds west 37.48 feet; north 48 degrees 23 minutes 45 seconds west 61.41 feet; north 82 degrees 40 minutes 49 seconds west 49.14 feet; thence leaving the centerline of the said Allen Creek and running north 48 degrees 15 minutes 25 seconds west 52.96 feet to an iron pin located on the southeast side of the right-of-way of Monroe Drive, thence along said right-of-way north 38 degrees 43 minutes 53 seconds east 217.22 feet to a point; thence continuing along said right-of-way a chord bearing and distance of north 34 degrees 09 minutes 43 seconds east 194.53 feet to a point; thence continuing along said right-of-way north 60 degrees 24 minutes 27 seconds west 25 feet to a point; thence continuing along said right-of-way north 28 degrees 49 minutes 40 seconds east 31.93 feet to a concrete monument located at the intersection of the southeast side of the right-of-way of Monroe Drive with the southwest side of the right-of-way of Allen Creek Road at the POINT OF BEGINNING.

TO HAVE AND TO HOLD the said described premises to the said GRANTEE, so that neither the said GRANTOR nor his heirs, nor any other person or persons claiming under him shall at any time, by any means or ways, have, claim or demand any right or title to the aforesaid described premises or appurtenances, or any rights thereof.


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WHEREVER there is a reference herein to the GRANTOR or the GRANTEE, the singular includes the plural and the masculine includes the feminine and the neuter, and said terms include and bind the heirs, executors, administrators, successors and assigns of the parties hereto.

IN WITNESS WHEREOF, the said GRANTOR has hereunto set his hand and seal, the day and year above written.

CITY OF GAINESVILLE
 By: J. Calaga Cox (SEAL)
 Attest: Walter D. Jordan (SEAL)



Signed, sealed and delivered
 in presence of
Walter D. Jordan
Walter D. Jordan
 Public
 My commission expires: 1-06-04

