

STATE OF GEORGIA

COUNTY OF HALL

IMPROVED REAL ESTATE TRANSFER AGREEMENT FOR PROPERTY LOCATED

AT 1255 VINE STREET, GAINESVILLE, GEORGIA

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

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

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

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

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

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

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

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

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

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

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

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

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

AGREEMENT

1. Hall County's Responsibilities

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

2. Hospital Authority's Responsibilities

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

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

3. Continuing Responsibilities

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

4. Severability

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

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

5. **Venue**

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

6. **Modification**

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

7. **Third Parties**

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

8. **Immunities**

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

9. Authorization

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

10. Remedies

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

11. Notice

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

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

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

12. No Waiver

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

13. Captions

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

14. Counterparts

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

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

HALL COUNTY, GEORGIA

By: _____
Richard Higgins, Chairman
Hall County Board of
Commissioners

ATTEST:

(SEAL)
Jennifer Rivera, County Clerk

[Signatures continued from preceding page.]

Sworn to and subscribed before me this
_____ day of _____, 2022.

Notary Public
My commission expires:

APPROVED AS TO FORM:

Van Stephens, County Attorney

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

By: _____

Title: _____

Attest: _____

Sworn to and subscribed before me this
_____ day of _____, 2022.

Notary Public
My commission expires:

Exhibit A

Exhibit B