

**INTERGOVERNMENTAL AGREEMENT
FOR THE CONVEYANCE OF PROPERTY**

THIS INTERGOVERNMENTAL AGREEMENT FOR THE CONVEYANCE OF PROPERTY (hereinafter referred to as the "Agreement") is made and entered into this the ____ day of _____, 2024, by and between the **CITY OF LAWRENCEVILLE**, a municipal corporation chartered by the State of Georgia (hereinafter referred to as the "City") and **GWINNETT COUNTY, GEORGIA**, a political subdivision of the State of Georgia (hereinafter referred to as the "County").

WHEREAS, Article IX, Section III, Paragraph I(a) of the Constitution of the State of Georgia authorizes any county, municipality or other political subdivision of the State to contract for a period not exceeding fifty (50) years, with any county, municipality, or political subdivision, or with any other public agency, public corporation or public authority, for joint services, for the provision of services, or for the joint or separate use of facilities or equipment, provided that such contract deals with activities, services or facilities which the contracting parties are authorized by law to undertake or to provide; and

WHEREAS, in connection with its SR 316 at Hi Hope Road Project, the Georgia Department of Transportation ("GDOT") is acquiring certain real property, containing 0.69 acre, more or less, being tax parcel R7013 016, from the City; and

WHEREAS, as a result of GDOT's acquisition, the City is required to relocate its gas transmission station; and

WHEREAS, the County is the owner of certain real property, containing 74.520 acres, more or less, being tax parcel R7012 086, that lies adjacent to the property being acquired by GDOT; and

WHEREAS, the City desires to acquire, at their appraised fair market value, a distinct 0.505 acre portion of the County-owned parcel together with a 0.268-acre access easement so that the gas transmission station can be relocated; and

WHEREAS, the City and the County, upon careful review and consideration, have concluded that it is in the best interests of the health, safety, and welfare of the citizens of the City of Lawrenceville and Gwinnett County for the City to acquire said property and access easement from the County at their appraised fair market value; and

WHEREAS, the City and the County desire to enter into this Agreement to memorialize their understandings as to all issues related to the conveyance;

NOW, THEREFORE, for and in consideration of the mutual promises set forth herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the City and the County do hereby agree as follows:

1. Conveyance of Property and Access Easement:

- a. Upon the receipt of the agreed upon purchase price specified herein from the City, the County, by quitclaim deed, shall convey the following to the City:
 - i. All that tract or parcel of land being in Land Lot 012 of the 7th District of Gwinnett County, Georgia, containing 0.505 acre, being a separate and distinct portion of tax parcel R7012 086, as shown on Exhibit A, prepared by Precision Planning Inc., dated May 8, 2024, attached hereto, and incorporated herein by reference (the Property”); and
 - ii. A perpetual, non-exclusive, permanent access easement, variable in width, for ingress and egress, over, across and through that portion of the County’s property, shown as ACCESS EASEMENT on Exhibit A (the “Access Easement”).
- b. The purchase price for the Property shall be One Hundred One Thousand and 00/100 Dollars (\$101,000.00), and the purchase price for the Access Easement shall be

Twenty-six Thousand, Eight Hundred and 00/100 Dollars (\$26,800.00). The total purchase price of **One Hundred Twenty-Seven Thousand, Eight Hundred and 00/100 Dollars (\$127,800.00)** shall be paid by the City to the County no later than thirty (30) days after the full execution of this Agreement.

- c. The parties understand and agree that the County shall retain, reserve and continue to enjoy the use of the Access Easement property for all purposes which do not interfere with and prevent use by the City.
- d. The parties understand and agree that the conveyance of the Property will be expressly made subject to a permanent utility easement granted to and reserved in favor of Gwinnett County Water and Sewerage Authority, its successors and assigns, for the purpose of locating, constructing, installing, maintaining, repairing, replacing, and relocating water lines and their appurtenances on the Property. Said easement contains 0.066 acre and is shown as PERMANENT UTILITY EASEMENT on Exhibit A.

2. Term:

The term of this Agreement shall be fifty (50) years from the date first set forth above unless terminated earlier as provided herein.

3. Default:

It is covenanted and agreed that, if the City or the County shall neglect or fail to perform or observe any of the covenants, terms, provisions or conditions contained in this Agreement on its part to be performed or observed after written notice specifying the covenant, term, provision, or condition with required action to correct or cure same, and sixty (60) days having elapsed from the date of receipt of such written notice or such additional time as is reasonably required to cure or correct any such default, then the parties agree that, prior to initiating any litigation, they will participate in non-binding mediation in an attempt to resolve the dispute. Should such non-binding mediation prove unsuccessful, the parties shall be free to pursue all remedies available by law,

including but not limited to, specific performance.

4. Assignment:

This Agreement may not be assigned, in whole or in part, by either party without the prior written consent of the other party.

5. Modification:

This Agreement cannot be changed or modified except by agreement in writing executed by all parties hereto.

6. Notices:

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

a. If to the County:

County Administrator
Gwinnett Justice and Administrative Center
75 Langley Drive
Lawrenceville, Georgia 30046

With a copy to:

County Attorney
Gwinnett Justice and Administrative Center
75 Langley Drive
Lawrenceville, Georgia 30046

b. If to the City:

City Manager
City of Lawrenceville, Georgia
70 South Clayton Street, P.O. Box 2200
Lawrenceville, Georgia 30046

With a copy to:

Lawrenceville City Attorney
Thompson, Sweeny, Kisinger & Pereira, P.C.

P.O. Box 1250
690 Longleaf Drive
Lawrenceville, Georgia 30046

Either party may at any time change the address where notices are to be sent or the party or person to whom such notices should be directed by the delivery or mailing to the above person or parties of a notice stating the change. The date of receipt shall be the date of delivery if delivered in person to the recipient or, in the event of registered or certified United States mail, the date of receipt shall be the date as specified on the date of the signed receipt or if unclaimed, refused, or undeliverable, the date of receipt shall be the date of the official United States postmark.

7. Consent of Parties.

Whenever, under any provision of this Agreement, the approval or consent of either party is required, the decision thereon shall be given promptly and such approval, authorization, or consent shall not be withheld unreasonably or arbitrarily. It is further understood and agreed that whenever under any provisions of this Agreement approval or consent is required, the approval or consent shall be given by the person executing this Agreement, that person's duly appointed successor, by one of the persons authorized by law, or by any one of the persons, as the case may be, designated in notification signed by or on behalf of the respective party. Where approval on the part of the County requires a vote by the Board of Commissioners, both parties will use their best efforts to expedite such action, allowing the time necessary for consideration of such action before the Board of Commissioners at a regular meeting. Where approval on the part of the City requires a vote by the City Council, both parties will use their best efforts to expedite such action, allowing the time necessary for consideration of such action before the City Council at a regular meeting.

8. Governing Law.

This Agreement shall be deemed to have been made and shall be construed and interpreted in accordance with the laws of the State of Georgia. In case of an inconsistency between the terms of this Agreement and any applicable general or special law, said general or special law shall govern.

9. Successors and Assigns.

This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and permitted assigns.

10. Severability.

If any part of this Agreement for any reason is declared invalid, such decision shall not affect the validity of any remaining portion, which remaining portion shall remain in force and effect as if this Agreement had been executed with the invalid portion thereof eliminated unless the elimination of such provision materially affects the continuing operation of this Agreement.

11. No Waiver.

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

12. No Third Party Benefit.

This Agreement is for the benefit of the parties hereto only and is not intended to benefit any third party or to give rise to any duty or causes of action for any third party, and no provisions contained within this Agreement are intended to nor shall they in any way be construed to relieve any contractor performing services in connection with the project of any liability or responsibility to complete any work in a good, substantial, and workmanlike manner.

13. Time of Essence.

Time is of the essence under this Agreement.

14. Entire Agreement.

This Agreement constitutes all of the understandings and agreements of whatsoever nature or kind existing between the parties with regard to the Project.

15. Venue.

Venue to enforce this Agreement shall lie only in either the Superior Court or the State Court of Gwinnett County, and all defenses to such venue are hereby waived.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly authorized officers and representatives as of the day and year first above written, as a sealed instrument.

(Signatures on Following Page)

CITY OF LAWRENCEVILLE

Attest:

City Clerk

(City Seal)

By: _____

David R. Still, Mayor

Approved as to Form:

City Attorney

WINNETT COUNTY, GEORGIA

Attest:

County Clerk

(County Seal)

By: _____

NICOLE L. HENDRICKSON, Chairwoman

Approved as to Form:

Deputy County Attorney