

Counterpart No. _____ Of _____
Original Executed Counterparts.
Counterpart Of The _____.

**STATE OF GEORGIA;
COUNTY OF FULTON:**

AGREEMENT FOR THE DONATION OF REAL PROPERTY

THIS AGREEMENT FOR THE DONATION OF REAL PROPERTY, hereinafter referred to as this "Agreement", is made and entered into as of the _____ day of _____, 20__, ("Effective Date") by and between the STATE OF GEORGIA, acting by and through the Department of Driver Services, Party of the First Part, herein referred to as "DDS", whose address is 2206 East View Parkway, Conyers, Georgia 30013, and WALTON COUNTY, GEORGIA, Party of the Second Part, herein referred to as "County", whose address for purposes of this Agreement is 111 South Broad Street, Monroe, Georgia 30655.

WITNESSETH THAT:

WHEREAS, the County is the owner of certain improved real property identified and described as Proposed Tract 1 and consisting of 3.606 acres on EXHIBIT A, attached hereto and incorporated by reference herein (the "Property"); and

WHEREAS, DDS wishes to acquire the Property to use for its operation and the County wishes to donate this Property to the State, subject to a right of reversion in favor of the County;

NOW, THEREFORE, for and in consideration of the foregoing premises, the mutual covenants and agreements set forth herein and other good and valuable consideration, all of which both parties respectively agree it has in-hand received this day and constitute sufficient consideration received at or before the execution hereof, the parties do hereby agree as follows:

1.
DEFINITIONS

In addition to any other terms whose definitions are fixed and defined by this Agreement, each of the following defined terms, when used in this Agreement, will have the meanings set forth in this provision numbered 1 unless otherwise expressly provided.

1.1 "Environment" means navigable waters, waters of the contiguous zone, ocean waters, natural resources, surface waters, ground water, drinking water supply, land surface, subsurface strata, ambient air, both inside and outside of buildings and structures, and plant and animal life on earth.

1.2 "Environmental Law" shall mean any applicable Federal, State foreign or local law, principles of common law, statute, regulation or ordinance or any judicial or administrative decree, order, judgment, injunction or decision, whether now existing or hereinafter enacted, promulgated or issued, relating to pollution, protection of the Environment or public health and safety, including but not limited to the release or threatened release of Hazardous Substances into the Environment or otherwise relating to the presence, manufacture, processing, distribution, use, treatment, storage, disposal, transport, or handling of Hazardous Substances, drinking water, groundwater, wetlands, landfills, open dumps, storage tanks, underground storage tanks, solid waste, waste water, storm water runoff, waste emissions or wells. Without limiting the generality of the foregoing, the term shall encompass each of the following statutes, and regulations promulgated hereunder, and Amendments and successors

to such statutes and regulations as may be enacted and promulgated from time to time: (i) the Comprehensive Environmental Response, Compensation and Liability Act of 1980 (codified in scattered sections of Titles 26 U.S.C., 33 U.S.C., and 42 U.S.C., and in 42 U.S.C. §9601 et seq.); (ii) the Resource Conservation and Recovery Act of 1976 (42 U.S.C. §6901 et seq.); (iii) the Hazardous Materials Transportation Act (49 U.S.C. §1801 et seq.); (iv) the Toxic Substances Control Act (15 U.S.C. §2061 et seq.); (v) the Clean Water Act (33 U.S.C. §1251 et seq.); (vi) the Clean Air Act (42 U.S.C. §7401 et seq.); (vii) the Safe Drinking Water Act (21 U.S.C. §349, 42 U.S.C. §§201 and 300f et seq.); (viii) the National Environmental Policy Act of 1969 (42 U.S.C. §432); (ix) the Superfund Amendment and Reauthorization Act of 1986 (codified in scattered sections of Titles 10 U.S.C., 29 U.S.C., 33 U.S.C. and 42 U.S.C.); and (x) Title III of the Superfund Amendment and Reauthorization Act (40 U.S.C. §1101 et seq.).

1.3 "Hazardous Substance" means any substance regulated under or defined by Environmental Laws, including but not limited to, any pollutant, hazardous substance, toxic substance, hazardous waste, special waste, industrial substance or waste, petroleum or petroleum-derived substance or waste, or any constituent of any such substance or waste.

1.4 "Herein", "hereof", "hereunder" and other terms of like or similar import, will be deemed to refer to this Agreement as a whole, and not to any particular provision hereof, unless expressly indicated otherwise.

1.6 "Permitted Title Exceptions" means those Title Defects subject to which DDS agrees to accept title to the Property and which are set forth in EXHIBIT "B" attached hereto, incorporated herein, and by this reference made a part hereof.

1.7 "Release" shall mean any spilling, leaking, pumping, pouring, emitting, emptying, discharging, injecting, storing, escaping, leaching, dumping, discarding, burying, abandoning, or disposing into the Environment

1.8 "Threat of Release" shall mean a substantial likelihood of a Release which requires action to prevent or mitigate damage to the Environment which may result from such Release.

1.9 "Title Defect" means any lien, encumbrance, security interest or title, charge, reservation, lease, tenancy, easement, right-of-way, use, encroachment, restrictive covenant, condition, limitation, special assessment and any other burden, right, or privilege, including matters revealed by a physical inspection of the Property and matters of survey, which could or would be considered exceptions or exclusions to a policy of title insurance or objections to the County's fee simple title to the Property.

2.

ENVIRONMENTAL STUDY

DDS, at its own expense, shall cause the Phase 1 environmental report and the GEPA checklist and report to be conducted of the Property. To the best of the County's actual knowledge, County warrants that the County has not received any notification, whether direct or indirect, pursuant to any Environmental Laws that any of the Property is or may be related to or subject to any investigation or evaluation by any governmental authority or other person as to whether any remedial action is or may be needed to respond to a Release or Threatened Release of Hazardous Substance into the Environment; or any fine or penalty should be levied on, or proceeding commenced, related to or arising from any past operation of the Property.

3.

TITLE EXAMINATION

3.1. Securing of Title Insurance Commitment. DDS will have a period of forty-five days from the Effective Date to examine the title to the Property and to secure a commitment in writing, from an American Land Title Association title insurer of DDS's choice, for the issuance of an owner's policy of title insurance, committing to insure, at its standard rates or less, DDS and the title to be conveyed by the County to DDS pursuant to this Agreement, free and clear of all Title Defects, except the Permitted Title Exceptions, which are set forth in Exhibit

"B" attached hereto, incorporated herein, and by this reference made a part hereof, and further committing to insure said title as to those matters which may be revealed by an inspection or survey of the Property.

3.2 Curing of Title Defects and Fulfillment of Requirements. Upon receipt by DDS of the said commitment for title insurance (hereinafter sometimes referred to as the "commitment"), DDS will promptly advise the County which, if any, of the Title Defects set forth in the commitment as exceptions thereto, DDS will waive, if any. The County acknowledges that DDS has no obligation to waive any such Title Defects. The County hereby covenants affirmatively that the County will, within a period of thirty (30) days following the County's receipt of the copy of the commitment, take all reasonable actions as will be necessary to cure all Title Defects not waived by DDS. The cure of such Title Defects will be evidenced by the elimination of exceptions therefor from the commitment by one or more endorsements thereto. If the County fails to cure the Title Defects not waived by DDS, or if DDS has undertaken and been unable to cure such Title Defects, then DDS, by written notice to the County, may elect to waive any remaining Title Defects or cancel this Agreement in which event neither party hereto will have any further obligation hereunder.

4. ACCESS

From and after the Effective Date and prior to Closing, DDS, acting through its officers, employees, independent contractors and authorized representatives, will have the right to enter upon the Property for the purpose of making inspections, surveys, soil tests and such other tests as the parties may deem necessary or desirable. In the exercise of such privilege, DDS will have the right to place survey markers on the Property. DDS shall be responsible for any damage during such entries pursuant to the Georgia Tort Claims Act, O.C.G.A. §50-21-20 et seq., as it may be amended or repealed.

5. COVENANTS AND WARRANTIES

5.1 County Covenants. The County agrees as follows:

5.1.1 At all times prior to the Closing, County will perform and discharge all obligations imposed upon the County under all laws, ordinances, rules, regulations or orders of court affecting the Property or the ownership or maintenance thereof.

5.1.2 At all times during the term of the Agreement and at all times prior to the Closing Date, the County shall not sell, assign or convey any right, title or interest whatever in or to the Property to any third party or create or permit to exist any lien, encumbrance or charge on the Property which will not be paid in full at the Closing.

5.2 Warranties. To induce DDS to acquire the Property, the County makes the following warranties, upon which DDS will be entitled to rely without independent investigation and verification, and each of which will be deemed to be material to this Agreement:

5.2.1 To the County's best knowledge, the County will be vested with good and marketable and insurable fee simple title to the Property, free and clear of all Title Defects except the Permitted Title Exceptions.

5.2.2 The County has the full right, power and authority to enter into this Agreement and to execute the terms and provisions hereof.

5.2.3 There are no actions, suits or proceedings, at law or in equity, filed in any court against the County or of which the County has notice, which affect the title to or any portion of the Property nor any actions or proceedings pending in or before any federal, state, municipal or other governmental department, commission,

board, bureau, agency or instrumentality, either domestic or foreign, which affect the Property, including but not limited to, water, sewage, street paving or power improvements, health, pollution, hazardous materials use, or environmental protection and the County has no knowledge of any threatened or pending governmental proceedings which would impair or curtail the full and free access to the Property from public streets, roads or other rights-of-way.

6.
CLOSING

6.1 Closing Date. The Closing Date will be within 30 days of DDS's receipt of the Title Commitment, unless postponed by either party; provided however, that neither party will extend closing by more than thirty (30) days without the consent of the other. At Closing, the County will deliver to the State of Georgia the original of the Limited Warranty Deed for the Property, and the additional Closing Documents outlined below.

6.2 Closing Costs. Prior to or at the Closing, County and DDS will respectively pay the following costs:

6.2.1 Expenses of County. County will pay the following expenses:

- (a) The cost of paying off and satisfying any mortgage indebtedness for which the Property are pledged as security;
- (b) Fees of the County's attorneys;
- (c) Costs for filing and recording of the warranty deed and any other documents or instruments which DDS deems reasonably necessary or desirable to place of record; and
- (d) All other costs actually incurred by County.

6.2.2 Expenses of DDS. DDS will pay the following expenses:

- (a) Fees and expenses of DDS's attorney;
- (b) Premiums for any title insurance;
- (c) The costs and expenses of any survey obtained by DDS; and
- (d) Any other costs and expenses actually incurred by DDS.

6.3 Intentionally omitted.

6.4 Deliveries At Closing. At the Closing, Walton and DDS will each deliver to the other the following:

6.4.1 Payment of Repair Costs by DDS to County. At the Closing, DDS will tender to the County \$15,000 as compensation for the previous HVAC repairs to the Property made by the County.

6.4.2 Delivery by County to DDS. At the Closing, the County will properly execute and deliver to DDS the following:

- (a) A limited warranty deed, naming as Grantee therein the STATE OF GEORGIA, and conveying to the State good, marketable and insurable fee simple title to the Property, free and clear of all Title Defects, except the Permitted Title Exceptions and any Title Defects which DDS has waived by written notice to

the County. Marketability will be determined in accordance with Georgia law and the State Bar of Georgia Title Standards.

(b) An owner's affidavit executed by the appropriate representative of County, in a form satisfactory to DDS and sufficient to enable DDS to have deleted from its policy of title insurance any exception for unfiled mechanics' and materialmen's liens and to permit the issuance at the Closing of the title insurance policy referred to in the provision numbered 3.1 hereof.

(c) Such resolutions or other documents as DDS will reasonably request to evidence and to confirm the County's power and authority to execute and deliver this Agreement and all of the agreements, instruments and documents contemplated herein to be executed and delivered by County.

(d) State of Georgia Real Estate Transfer Tax Declarations in the form required by Georgia law.

(e) All quitclaims, cancellations of notes/security deeds, releases, agreements, affidavits and other documents, all appropriately executed, necessary to enable DDS to comply with all commitment requirements and to have deleted from its policy of title insurance all exceptions for Title Defects, except the Permitted Title Exceptions and any Title Defects which DDS has waived by written notice to the County.

(f) Any applicable IRS forms such as Forms 1099 and 8283.

6.4.3 Other Documents. In addition to all documents, instruments and agreements expressly provided for herein, DDS and the County will execute such other documents as may be reasonably required by counsel for either party to effectuate the purposes of this Agreement.

7.

DELIVERY OF POSSESSION

The Parties acknowledge that the State of Georgia is already in possession of the Property and therefore assumes the risk of damage or destruction of the Property by fire or other casualty prior to Closing.

8.

CONTINGENCIES

The obligation of both parties to complete the exchange contemplated by this Agreement is subject to the following conditions:

8.1 Timely Performance. The timely and continuing performance by both parties of each and every covenant, agreement and obligation imposed upon the parties in this Agreement.

8.2 Truth and Accuracy. The truth and accuracy as of the date hereof and as of the Closing Date of each and every warranty made by the County in this Agreement.

8.3 Georgia Environmental Policy Act. DDS will exercise good faith efforts to secure administrative and substantive compliance and any necessary approvals pursuant to the Act.

8.4 Approval of the Georgia Attorney General's Office. The County acknowledges that this Agreement is contingent upon the approval of the Georgia Attorney General's Office regarding the State of Georgia's ability to accept any title exceptions on the Property.

8.5 Right of Reversion. The County shall have a right of reversion, and fee simple title to the Property shall revert back to the County, as if the Property were never transferred pursuant to this Agreement, if the State, by and through the State Properties Commission, ceases use of the Property as a DDS facility. If any new capital improvements are constructed on the Property by the State after the conveyance contemplated by this Agreement, the County will acquire the improvements for fair market value at the time of the reversion. The County's right of reversion shall be appropriately referenced in the limited warranty deed.

9.
BROKERAGE FEES

Neither Party has engaged a real estate broker or agent pertaining to this transaction.

10.
LEGAL INTERFERENCE

If, prior to Closing, the Property is condemned, or threatened to be condemned, or otherwise acquired for public purposes, by any government entity other than DDS, each party shall have the option of terminating the Agreement.

11.
NOTICES

All notices to be given hereunder shall be in writing and given by depositing the notice in the United States Registered or Certified Mail, postage prepaid, in an envelope addressed to the party to be notified at such party's address as herein set forth; and the day upon which such notice is so mailed shall be treated as the date of service. Copies of all notices shall be mailed to:

For DDS:

Division of Driver Services
2206 East View Parkway
Conyers, Georgia 30013

With copy to:

State Properties Commission
270 Washington Street
Suite 2-129
Atlanta, Georgia 30334

For Walton County:

Walton County Board of Commissioners
111 S. Broad Street
Monroe, Georgia 30655

12.
ASSIGNMENT

Except as herein provided, the County will not transfer or assign all or any of its right, title or interest hereunder or delegate any of its duties or obligations hereunder without the prior written consent of DDS, which consent will not be unreasonably withheld. DDS may, without the consent of the County, transfer or assign this

Agreement or any of DDS's rights or duties hereunder to another agency, department or authority of the State of Georgia.

13.
RIGHTS CUMULATIVE

All rights, powers and privileges conferred hereunder will be cumulative and not restrictive of those given by law.

14.
NON WAIVER

No failure of DDS to exercise any right or power given to DDS under this Agreement, or to insist upon strict compliance by the County with the provisions of this Agreement, and no custom or practice of the County or DDS at variance with the terms and conditions of this Agreement, will constitute a waiver of DDS's right to demand exact and strict compliance by the County with the terms and conditions of this Agreement.

15.
CONTINUITY

Each of the provisions of this Agreement will be binding upon and inure to the benefit and detriment of DDS and the County and the heirs, devisees, legatees, legal representatives, successors and assigns of DDS and the County.

16.
DATE FOR PERFORMANCE

If the time period by which any right, option or election provided under this Agreement must be exercised, or by which any act required hereunder must be performed, or by which the Closing must be held, expires on a Saturday, Sunday or legal holiday, then such time period will be automatically extended through the close of business on the next regularly scheduled business day.

17.
TIME OF THE ESSENCE

All time limits stated herein are of the essence of this Agreement.

18.
EXHIBITS

Each and every exhibit referred to or otherwise mentioned in this Agreement is attached to this Agreement and is and will be construed to be made a part of this Agreement by such reference or other mention at each point at which such reference or other mention occurs, in the same manner and with the same effect as if each exhibit were set forth in full and at length every time it is referred to or otherwise mentioned.

19.
SEVERABILITY

If any one or more of the provisions contained herein will for any reason be held by any court of competent jurisdiction to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability will not affect any other provision hereof, and this Agreement will be construed as if such invalid, illegal or unenforceable provision had never been contained herein.

20.
SURVIVAL

All provisions of this Agreement will survive the Closing and will not be merged into the documents executed and delivered by the parties at the Closing.

21.
CAPTIONS

The brief headings or titles preceding each provision hereof are for purposes of identification and convenience only and should be completely disregarded in construing this Agreement.

22.
GEORGIA AGREEMENT

This Agreement will be governed, construed under, performed and enforced in accordance with the laws of the State of Georgia.

23.
COUNTERPARTS

This Agreement is executed in two (2) counterparts which are separately numbered but each of which is deemed an original of equal dignity with the other and which is deemed one and the same instrument as the other.

24.
NO THIRD PARTY BENEFICIARIES

Nothing herein shall be construed as conferring upon or giving to any person, other than the parties hereto, any rights or benefits under or by reason of this Agreement.

25.
EXECUTION

The individual(s) executing this Agreement represent that such individuals have personal knowledge of the matters stated in this Agreement and are authorized to execute this Agreement.

26.
ENTIRE AGREEMENT

This Agreement supersedes all prior negotiations, discussion, statements and agreements between the County and DDS and constitutes the full, complete and entire agreement between the County and DDS with respect hereto; no member, officer, employee or agent of the County or DDS has authority to make, or has made, any statement, agreement, representation or contemporaneous agreement, oral or written, in connection herewith, amending, supplementing, modifying, adding to, deleting from, or changing the terms and conditions of this Agreement. No modification of or amendment to this Agreement will be binding on either party hereto unless such modification or amendment will be properly authorized, in writing, properly signed by both the County and DDS and incorporated in and by reference made a part hereof.

IN WITNESS WHEREOF, the County and DDS have caused these presents to be duly signed, sealed and delivered on the day, month and year first above written.

WALTON COUNTY, GEORGIA:

By: _____

Name: _____

Title: _____

Signed, sealed and delivered
in our presence:

Unofficial Witness

Official Witness, Notary Public

My Commission Expires: _____

(Notary Public Seal Affixed Here)

DIVISION OF DRIVER SERVICES

By: _____

Name: _____

Title: _____

Signed, sealed and delivered
in our presence:

Unofficial Witness

Official Witness, Notary Public

My Commission Expires: _____

(Notary Public Seal Affixed Here)

EXHIBIT "A"

EXHIBIT "B"
PERMITTED TITLE EXCEPTIONS

NONE