

**INTERGOVERNMENTAL AGREEMENT FOR
REVIEWING, INSPECTING, AND PERMITTING A CONSTRUCTION PROJECT LOCATED AT
8070 AND 8080 ROCKBRIDGE ROAD, STONE MOUNTAIN, GEORGIA**

THIS INTERGOVERNMENTAL AGREEMENT FOR REVIEWING, INSPECTING, AND PERMITTING A CONSTRUCTION PROJECT LOCATED AT 8070 AND 8080 ROCKBRIDGE ROAD, STONE MOUNTAIN, GEORGIA (hereinafter referred to as the "Agreement") is made and entered this the ____ day of _____, 2024, by and between GWINNETT COUNTY, a body corporate and politic and a political subdivision of the State of Georgia and DEKALB COUNTY, a body corporate and politic and a political subdivision of the State of Georgia.

RECITALS

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, Rockbridge Road Self Storage, LLC (hereinafter "Owner") owns certain real property located at 8080 Rockbridge Road, Stone Mountain, Georgia, which is located in both Gwinnett County, Georgia, and DeKalb County, Georgia. The Gwinnett County portion of the property is lying and being in Land Lots 7, 9 and 10 of the 6th District of Gwinnett County, Georgia, and the DeKalb County portion is lying and being in Land Lot 193 of the 16th District of DeKalb County, Georgia. The entire parcel contains approximately 7.096 acres of land, as described by the metes and bounds set out in the legal description attached hereto and incorporated herein by reference as Exhibit "A" (hereinafter the "Property"); and

WHEREAS, the Owner intends to develop a self-storage facility on the Property (hereinafter, the "Project"); and

WHEREAS, the Parties acknowledge that the proposed use of the Property complies with the existing zoning on the Property in both DeKalb County and in Gwinnett County; and

WHEREAS, the Project is more particularly described in the Zoning Site Plan prepared by Travis Pruitt & Associates, Inc. dated June 2, 2022, and revised July 18, 2022, and September 21, 2022 (hereinafter the "Plan"), a copy of which is attached hereto and incorporated herein by reference as Exhibit "B"; and

WHEREAS, DeKalb County possesses the authority to collect fees, review plans, perform inspections and issue permits and certificates of occupancy related to the enforcement of building, electrical, plumbing, gas, housing, land disturbance, erosion control, stormwater management, and other similar codes and regulations for projects that are located within its unincorporated boundaries; and

WHEREAS, Dekalb County desires for Gwinnett County to perform plan reviews and inspections and issue permits and certificates of occupancy related to the enforcement of building, electrical,

plumbing, gas, housing, land disturbance, erosion control, and other similar codes and regulations and to provide stormwater management services as may be required for construction of the Project on the Property; and

WHEREAS, the Owner has expressed a desire that Gwinnett County should provide the services to the Project as set out above; and

WHEREAS, the Owner is an intended third-party beneficiary of this Agreement made hereunder between the Parties and is entitled to the rights and benefits hereunder; and

WHEREAS, in order to ensure the orderly, economical and logical provision of certain public services to the Owner, the Parties hereto desire to enter into this Agreement to resolve any potential governmental conflicts between Gwinnett County and DeKalb County concerning plan review, issuance of development and building permits, performance of inspections, and issuance of certificates of completions and certificates of occupancy, and collection of fees therefor.

NOW THEREFORE, in consideration of the exchange of the sum of One Dollars (\$1.00), the foregoing recitals, and the representations, warranties, covenants and agreements set forth herein, and other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, and intending to be legally bound hereby, the Parties hereto hereby agree as follows:

TERMS AND CONDITIONS

1. Recitals

The above Recitals are true, correct, form a material part of this Agreement, and are incorporated herein by reference.

2. Inspecting and Permitting

- (a) The Parties agree that Gwinnett County shall perform all plan reviews and inspections, and issue all permits, certificates of completion, and certificates of occupancy related to the enforcement of building, electrical, plumbing, gas, housing, land disturbance, erosion control, storm water management and other similar codes and regulations for the Project, as applicable.
- (c) DeKalb County shall waive all inspection and permitting fees applicable to all such permitting and inspections for the Project.
- (d) The Parties further agree that the initial Project can be developed on the Property in accordance with the existing zoning classification in DeKalb County and in Gwinnett County.
- (e) The Parties agree that the Owner, or the developer on behalf of the Owner, shall concurrently submit the plans for the Project to both Gwinnett County and DeKalb County for review. DeKalb County may provide comments to the Gwinnett County Department of Planning and Development concerning the plans; however, the Parties agree that any such review and/or comments by DeKalb County shall not delay any action by Gwinnett County.

3. Term and Termination

This Agreement shall become effective upon the date of execution and shall continue in full force and effect until all construction associated with the Project is completed and all required certificates of completion and certificates of occupancy for the Project have been issued.

4. Miscellaneous

- (a) This Agreement shall not be binding upon the Parties hereto until formal approval is granted by the appropriate authorities of Gwinnett County and DeKalb County.
- (b) By its execution hereof, each of the parties hereto represents and warrants to the other parties hereto that all necessary actions and approvals have been taken or obtained, as the case may be, to authorize, approve and perform this Agreement, and upon such execution, this Agreement shall be binding on such party, enforceable against such party in accordance with its terms.

5. Remedies

- (a) In the event of a breach or attempted or threatened breach of the provisions of this instrument, the Parties agree that the remedy at law available to enforce this instrument would in all likelihood be inadequate, and therefore, the provisions of this instrument may be enforced by a mandatory or prohibitory injunction or decree of specific performance upon the application of the party which is enforcing the provision.
- (b) The remedies herein are in addition to and not in lieu of any other remedies available under applicable law.

6. Rights Not Affected

The Parties agree that this Agreement shall not extend beyond the terms hereof and expressly state that this Agreement does not impact either jurisdictions' entitlement to either exercise jurisdictional authority or impose or collect taxes or other fees in any manner including but not limited to real property taxes, personal property taxes, occupation taxes, stormwater management, police services, franchise fees, or similar powers.

7. Entire Agreement

This Agreement constitutes the entire agreement between the Parties with respect to the subject matter hereof and supersedes all prior agreements, understandings, discussions, negotiations, and undertakings, whether written or oral, and there are no inducements, representations, warranties or understandings that do not appear within the terms and provisions of this Agreement.

8. Severability

If any provision of this Agreement is held by a court of competent jurisdiction to be illegal or unenforceable, the remaining provisions shall remain in full force and effect as if the illegal or unenforceable provision had never been contained in this Agreement.

9. Successors and Assigns

The provisions of this Agreement shall be deemed to bind and inure to the benefit of the Parties and their successors, successors-in-title and assigns.

10. Evidence

The Parties agree that if Gwinnett County is sued in subsequent litigation concerning the Project(s), and the facilities and appurtenances constructed on the Property, this Agreement may be introduced into evidence.

11. Attorneys' Fees

Each party shall bear its own costs, expenses and claims to attorneys' fees incurred or arising out of the Agreement or the Project.

12. Controlling Law, Venue

This Agreement was made and shall be performed in DeKalb County, Georgia and in Gwinnett County, Georgia, and shall be construed and interpreted under the laws of the State of Georgia. Venue to enforce this Agreement for any dispute arising out of the terms and conditions herein shall be solely in the Superior Court of Gwinnett County, Georgia, and all defenses to venue are waived.

13. Further Assurances

The Parties will sign any additional papers, documents, and other assurances, and take all acts that are reasonably necessary to carry out the intent of this Agreement.

14. Construction

This Agreement has been jointly negotiated and drafted. This Agreement shall be construed as a whole according to its fair meaning. The language of this Agreement shall not be construed for or against either party.

15. Legal Advice

In entering into this Agreement, the Parties acknowledge that their legal rights are affected by this Agreement and that they have sought and obtained the legal advice of their attorneys. Each Party has made such an investigation of the law and the facts pertaining to this Agreement and of all other matters pertaining thereto as it or they deem necessary. They further represent that the terms of this Agreement have been completely read by them and that all terms are fully understood and voluntarily accepted by them.

16. Amendment of Agreement

No provision of this Agreement may be amended, modified, or waived unless such amendment, modification or waiver is agreed to in a writing signed by each of the parties hereto.

17. Authority

The signature of a representative of any Party to this Agreement is a warranty that the representative has authority to sign this Agreement and to bind any and all principals to the terms and conditions hereof.

18. Headings

The headings of the paragraphs contained herein are intended for reference purposes only and shall not be used to interpret the terms and conditions contained herein or the rights granted hereby.

19. Time

Time is of the essence with all duties and obligations set forth in this Agreement.

20. Notice

For purposes of this Agreement, notices and all other communications provided for herein shall be in writing and shall be deemed to have been given when delivered or mailed by United States registered or certified mail, return receipt requested, postage prepaid, addressed as follows:

- a. If to Gwinnett 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 Dekalb County:

Chief Executive Officer
DeKalb County Government
3630 Camp Circle #100
Decatur, Georgia 30032

With a Copy to:

County Attorney
DeKalb County Government
3630 Camp Circle #100
Decatur, Georgia 30032

21. Originals

This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, and all of which together shall constitute one and the same Agreement.

[SIGNATURE PAGE FOLLOWS]

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.

Attest:

DEKALB COUNTY, GEORGIA

By: _____
Barbara H. Sanders, County Clerk

By: _____
Michael L. Thurmond, Chief Executive Officer

(County Seal)

Attest:

WINNETT COUNTY, GEORGIA

By: _____
Tina King, County Clerk

By: _____
Nicole L. Hendrickson, Chairwoman,
Board of Commissioners

(County Seal)

Approved as to Form:

Deputy County Attorney

Exhibit A

Legal Description

Exhibit B
Zoning Site Plan