

INTERGOVERNMENTAL AGREEMENT

BETWEEN

THE CITY OF STONECREST, GEORGIA

AND

DEKALB COUNTY, GEORGIA

DATED: 1-28-, 2026

INTERGOVERNMENTAL AGREEMENT

THIS INTERGOVERNMENTAL AGREEMENT (“Agreement”) is made and entered into this ____ day of _____, 2025 (“Effective Date”), by and among THE CITY OF STONECREST, GEORGIA, a municipal corporation of the State of Georgia (the “City”), and DEKALB COUNTY, GEORGIA, a political subdivision of the State of Georgia (the “County”).

WITNESSETH :

WHEREAS, County and City have discussed, and desire to effectuate for the benefit of both parties and their respective citizens, an exchange of properties to allow for the relocation of a portion of Hillvale Road to accommodate the construction of a County owned and operated fire station at the Covington Highway - Hillvale Road intersection and for relocating the entrance and parking area that currently serve the City’s park located on the City Parcel (the “Exchange”); and

WHEREAS, the County intends to seek permission from the Georgia Department of Transportation and any other governing authority to relocate the intersection of Hillvale Road and Covington Highway (the “Relocation”) to the approximate location as shown on the drawing attached hereto as **Exhibit “ ”**, and any possible exchange of properties as described herein is contingent upon and cannot occur until and after all details of such Relocation have been approved formally by the governing authority of each applicable agency or governmental entity; and

WHEREAS, the County is the owner of that certain parcel of land located at 6589 Covington Highway, DeKalb County, Lithonia, Georgia 30058 and having a DeKalb County Parcel ID of 16 072 02 001 (the “County Parcel”); and

WHEREAS, the City, by virtue of that certain Quitclaim Deed from the County to the City, dated March 1, 2020, filed for record February 9, 2021, and recorded at Deed Book 29057, Page 495, DeKalb County, Georgia records, a copy of which is attached hereto as **Exhibit “ ”** and incorporated herein by this reference (the “Quitclaim Deed”), is the owner of that certain parcel of land located at 5845 Hillvale Road, DeKalb County, Lithonia, Georgia 30058 and having a DeKalb County Parcel ID of 16 072 03 006 (the “City Parcel”); and

WHEREAS, the Quitclaim Deed contains the following deed restriction:

“FURTHER, the Property *shall be used as and for public park and/or public recreation facility purposes in perpetuity*, and Grantee [City] shall allow the residents of the unincorporated area of DeKalb County the same access to the Property, including any park and/or recreation services, centers, equipment and facilities located therein, as is allowed for residents of the City of Stonecrest at the same cost charged to City of Stonecrest residents, if any.” (emphasis added) (the “Deed Restriction”); and

WHEREAS, the City and the County each desire to convey portions of their respective real property parcels to the other under their respective real property exchange statutes, specifically O.C.G.A. § 36-37-6(c) for the City (including any possible exception which applies to the City

relating to an exchange with another governmental entity) and O.C.G.A § 36-9-3(a)(3)(D) for the County (the “Exchange”); and

WHEREAS, from the City Parcel, the City desires to convey to the County that certain portion consisting of approximately 2.0 acres of land, more or less, which portion is more completely described on the attached Exhibit “ ” and incorporated herein by this reference, the final configuration of which shall be determined by a new survey to be obtained after the Relocation is completed (the “City Portion”); and

WHEREAS, from the County Parcel, the County desires to convey to the City that certain portion consisting of approximately 1.19 acres of land, more or less, which portion is more completely described on the attached Exhibit “ ” and incorporated herein by this reference, the final configuration of which shall be determined by a new survey to be obtained after the Relocation is completed (the “County Portion”); and

WHEREAS, the City Portion has been appraised at a value of \$ _____, by virtue of that certain Appraisal Report prepared by _____ dated _____, 20____, a copy of which is attached hereto as Exhibit “ ” and incorporated herein by this reference (and which appraisal is based on the assumption that the Deed Restriction has been removed); and

WHEREAS, the County Portion has been appraised at a value of \$ _____, by virtue of that certain Appraisal Report prepared by _____ dated _____, 20____, a copy of which is attached hereto as Exhibit “ ” and incorporated herein by this reference; and

WHEREAS, the City and County both acknowledge that the City intends to exchange real property belonging to the City for other real property where the property so acquired by exchange is not of equal or greater value than the property previously belonging to [the City], as may be required by O.C.G.A. § 36-37-6(c); and

WHEREAS, based on City’s representation and warranty herein that the City’s obligations hereunder fall within the exception of O.C.G.A. § 36-37-6(e)(2)(D) (property being conveyed by City is being conveyed to another governing authority or government agency for public purposes), the City is not required to receive property of equal or greater value than what it conveys in an exchange; and

WHEREAS, the County will comply with its requirements under O.C.G.A. Section 36-9-3 in relation to its exchange of property hereunder; and

WHEREAS, the City and the County have determined that the Exchange will advance the development of trade, commerce, public safety, recreation, and employment opportunities of both the City and the County and that each property exchanged hereunder will continue to be used for public purposes; and

WHEREAS, the City and the County both desire to reverse and revoke a portion of the conveyance effected by the Quitclaim Deed such that the Exchange and the associated conveyances to the other to be free of any use restrictions, including the Deed Restriction, placed on the City Parcel and, thus, the City Portion; and

WHEREAS, the City has agreed, at its sole cost and expense, to cause the removal of the Deed Restriction from the City Portion as a pre-condition of this proposed Exchange (whether through a conversion process or other legally approved procedure; and

WHEREAS, the City has determined that the Exchange is in the best interest of its citizens and authorized the Exchange (subject to the satisfaction of the contingencies set forth herein) by virtue of that certain _____, dated _____, 2025, a copy of which is attached hereto as **Exhibit “ ”** and incorporated herein by this reference (the “City Resolution”); and

WHEREAS, the County has determined that the Exchange is in the best interest of its citizens and authorized the Exchange (subject to the satisfaction of the contingencies set forth herein) by virtue of that certain _____, dated _____, 2025, a copy of which is attached hereto as **Exhibit “ ”** and incorporated herein by this reference (the “County Resolution”); and

WHEREAS, the City and the County both acknowledge the inherent risks and potential liability associated with removing the Deed Restriction as part of this Exchange; and

WHEREAS, the City and the County are each authorized under the Constitution and statutes of the State of Georgia to enter into this Agreement for the purposes set forth herein; and

NOW, THEREFORE, for and in consideration of the respective representations and agreements hereinafter contained and in furtherance of the mutual public purposes hereby sought to be achieved, the City and the County do hereby agree, as follows:

1. REPRESENTATIONS

- a. General Representations by the City. The City makes the following representations and warranties as the basis for the undertakings on its part herein contained:
 - i. Creation and Authority. The City is a municipal corporation of the State of Georgia duly created and validly existing under the laws of the State of Georgia. The City has all requisite power and authority under the laws of the State of Georgia to own and occupy real property, and to enter into, perform its obligations under, and exercise its rights under this Agreement and the proposed Exchange.
 - ii. Agreements are Legal and Authorized. The execution and delivery by the City of this Agreement and the compliance by the City with all of the provisions of each obligation thereof (i) are within the purposes, powers,

and authority of the City, (ii) have been done in full compliance with the provisions of the laws of the State of Georgia and have been approved by the governing body of the City and are legal and will not conflict with or constitute on the part of the City a violation of or a breach of or a default under any organic document, indenture, mortgage, security deed, pledge, note, lease, loan, or installment sale agreement, contract, or other agreement or instrument to which the City is a party or by which the City or its properties are otherwise subject or bound, or any license, judgment, decree, law, statute, order, writ, injunction, demand, rule, or regulation of any court or governmental agency or body having jurisdiction over the City or any of its activities or properties, and (iii) have been duly authorized by all necessary action on the part of the City. This Agreement is the valid, legal, binding and enforceable obligation of the City. The officials of the City executing this Agreement are duly and properly in office and are fully authorized and empowered to execute the same for and on behalf of the City.

b. General Representations by the County.

- i. Creation and Authority. The County is a political subdivision of the State of Georgia duly created and validly existing under the laws of the State of Georgia. The County has all requisite power and authority under the laws of the State of Georgia to own and occupy real property, and to enter into, perform its obligations under, and exercise its rights under this Agreement and the Exchange. Article IX, Section III, Paragraph I(a) of the Constitution of the State of Georgia of 1983 authorizes the County to contract for any period not exceeding fifty (50) years with any public corporation or public authority for joint services, for the provision of services, or for the joint or separate use of facilities or equipment, if such contract deals with activities, services, or facilities which the contracting parties are authorized by law to undertake or provide.
- ii. Agreement is Legal and Authorized. The execution and delivery by the County of this Agreement and the compliance by the County (after satisfaction of all conditions to which its obligations are subject) with all of the provisions of each obligation thereof (i) are within the purposes, powers, and authority of the County, (ii) have been done in full compliance with the provisions of the laws of the State of Georgia and have been approved by the governing body of the County and are legal and will not conflict with or constitute on the part of the County a violation of or a breach of or a default under any organic document, indenture, mortgage, security deed, pledge, note, lease, loan, or installment sale agreement, contract, or other agreement or instrument to which the County is a party or by which the County or its properties are otherwise subject or bound, or any license, judgment, decree, law, statute, order, writ, injunction, demand, rule, or regulation of any court or governmental agency or body having jurisdiction over the County or any

of its activities or properties, and (iii) have been duly authorized by all necessary action on the part of the County. This Agreement is the valid, legal, binding and enforceable obligation of the County. The officials of the County executing this Agreement are duly and properly in office and are fully authorized and empowered to execute the same for and on behalf of the County.

c. Property-Related Representations, Covenants and Warranties by the City.

In consideration of the County entering into this Agreement, the City makes the following representations and warranties, which are material and are being relied upon by the County. To the extent that the City (by actual written notice to the Chief Operating Officer of DeKalb County with a copy to the County Attorney for DeKalb County) becomes aware of any conflict with any of the representations or warranties set forth herein prior to the Closing Date (defined below), the City shall promptly provide to the County with written notice thereof, in which case the County, on or before fifteen (15) Business Days following receipt of such notice, shall have the right either to: (a) terminate this Agreement, in which case all documents provided to the County shall be returned to the City and the parties shall have no further rights, duties or obligations under the terms of this Agreement, except as expressly provided herein to the contrary; or (b) proceed with the transaction described herein, waiving such inconsistent representation(s) and warranty(ies) in which event City shall have no liability or obligation related to such inconsistent representation(s) or warranty(ies). The Closing Date shall be extended to give the County the benefit of the time period set forth above; provided, however, that in no event shall the extension go past the Final Closing Date (defined below).

- i. Further Encumbrances. From and after the Effective Date, and until the Closing Date (defined below) or earlier termination of this Agreement, the City shall not: (i) sell, assign or otherwise convey, or create any right, title or interest whatsoever in or to the City Portion or any portion thereof or create or permit to exist any lien, assessment, encumbrance or charge thereon, other than liens and encumbrances existing as of the date of this Agreement and identified in the title report(s) to be obtained by the parties pursuant to this Agreement and any taxes or assessments that may become due and payable prior to Closing (defined below); or (ii) enter into new leases or lease amendments with respect to the City Portion without the County's prior written approval, which the County may withhold in its sole and absolute discretion, provided, that if the County has not responded to a written request for approval of a lease or lease amendment on or before five (5) Business Days after the County's receipt thereof, the County shall be deemed to have approved such lease or lease amendment.
- ii. Other Rights. No person, firm or corporation or other entity, either alone or in combination, has any right or option to acquire any portion of the City

Portion, including, without limitation, any right of first refusal or right of first offer, other than the County.

- iii. Liens. The City shall satisfy or cause to be removed any and all claims for mechanics' and materialman's liens against the City Portion and all parts thereof prior to or simultaneous with the Closing Date (defined below) that are caused by the City, its agents, employees or contractors.
 - iv. Property Condition. The City shall continue to maintain the City Portion through the Closing Date (defined below) in substantially the same manner as it has in the past and shall not construct any new improvements to the City Portion.
 - v. Title. The City has fee simple title to the City Portion. If the City has knowledge, or if during the term of this Agreement, the City comes to know of any matter affecting title to the City Portion, or any portion thereof, whether recorded or unrecorded, that does not appear on the title report referenced in this Agreement, the City shall promptly notify the County in writing. As of the Closing Date (defined below), the City shall be deemed to represent and warrant to the County that the City has no knowledge of any matter affecting title to the City Portion, or any portion thereof, that does not appear as an exception to title on the title report referenced in this Agreement.
 - vi. Removal of Deed Restriction. The City shall, at its sole cost and expense, remove the Deed Restriction to the reasonable satisfaction of County and of the title company insuring title of the City Portion.
- d. Property-Related Representations, Covenants and Warranties by the County. In consideration of the City entering into this Agreement, the County makes the following representations and warranties, which are material and are being relied upon by the City. To the extent that the County (by actual written notice to _____) becomes aware of any conflict with any of the representations or warranties set forth herein prior to the Closing Date, the County shall promptly provide to the City with written notice thereof, in which case the City, on or before fifteen (15) Business Days following receipt of such notice, shall have the right either to: (a) terminate this Agreement, in which case all documents provided to the City shall be returned to the County and the parties shall have no further rights, duties or obligations under the terms of this Agreement, except as expressly provided herein to the contrary; or (b) proceed with the transaction described herein, waiving such inconsistent representation(s) and warranty(ies) in which event County shall have no liability or obligation related to such inconsistent representation(s) or warranty(ies). The Closing Date shall be extended to give the City the benefit of the time period set forth above; provided, however, that in no event shall the extension go past the Final Closing Date.

- i. Further Encumbrances. From and after the Effective Date, and until the Closing Date or earlier termination of this Agreement, the County shall not:
 - (i) sell, assign or otherwise convey, or create any right, title or interest whatsoever in or to the County Portion or any portion thereof or create or permit to exist any lien, assessment, encumbrance or charge thereon, other than any easements or rights related to the Relocation and liens and encumbrances existing as of the date of this Agreement and identified in the title report(s) to be obtained by the parties pursuant to this Agreement and any taxes or assessments that may become due and payable prior to Closing; or
 - (ii) enter into new leases or lease amendments with respect to the County Portion without the City's prior written approval, which the City may withhold in its sole and absolute discretion, provided, that if the City has not responded to a written request for approval of a lease or lease amendment on or before five (5) Business Days after the City's receipt thereof, the City shall be deemed to have approved such lease or lease amendment.
- ii. Other Rights. No person, firm or corporation or other entity, either alone or in combination, has any right or option to acquire any portion of the County Portion, including, without limitation, any right of first refusal or right of first offer, other than the City.
- iii. Liens. The County shall satisfy or cause to be removed any and all claims for mechanics' and materialman's liens against the County Portion and all parts thereof prior to or simultaneous with the Closing Date that are caused by the County, its agents, employees or contractors.
- iv. Property Condition. The County shall continue to maintain the County Portion through the Closing Date in substantially the same manner as it has in the past except for work and efforts related to the Relocation.
- v. Title. The County has fee simple title interest in the County Portion. If the County has knowledge, or if during the term of this Agreement, the County comes to know of any matter affecting title to the County Portion, or any portion thereof, whether recorded or unrecorded, that does not appear on the title report referenced in this Agreement, the County shall promptly notify the City in writing. As of the Closing Date, County shall be deemed to represent and warrant to the City that the County has no knowledge of any matter affecting title to the County Portion, or any portion thereof, that does not appear as an exception to title on the title report referenced in this Agreement.

2. CITY PORTION

- a. City Conveyance. The City hereby agrees to convey the City Portion to the County by limited warranty deed in exchange for the County Portion, free and clear of all

mortgages, security deeds, other security instruments, liens, encumbrances and restrictions (including condemnation proceedings and the Deed Restriction) of any kind and nature other than the following "City Portion Permitted Title Exceptions": (i) zoning ordinances affecting the City Portion, (ii) general utility easements of records, and (iii) the matters shown on Exhibit " " attached hereto.

- b. AS IS, WHERE IS. Subject to the foregoing section, the City Portion is being exchanged in an "AS IS" condition and "WITH ALL FAULTS" as of the date of this Agreement and of Closing. The City hereby agrees to fully cooperate with the County regarding any required approval of any work related to the Relocation and/or the work needed to construct new parking and entrances to the park located on the City Parcel (see Section 8i below).
- c. Objections to Title. The County shall have the right, until Closing, to examine title to the City Portion and to furnish to the City a statement of objections to the City's title to the City Portion, which objections, should they exist at the time of Closing would make the City unable to convey at Closing title to the City Portion provided for below. The City shall, after receipt by the City of such written statement of objections, have twenty (20) days or until the Closing Date, whichever is later, in which to cure all such objections and, if necessary, the Closing Date shall be extended for the period required to allow the City said twenty (20) days to cure or satisfy the objections. If the City cannot, after reasonable efforts, cure such objections, then the County may as its sole remedy, either (i) terminate this Agreement or (ii) waive such objections and proceed to Closing with no adjustment for such matters (and such matters shall be deemed approved and become part of the City Portion Permitted Title Exceptions). The City shall at or prior to Closing, pay all taxes and assessments which constitute a lien against the City Portion (other than those not then due and payable) and pay all indebtedness secured by the City Portion and obtain cancellations of all loan instruments affecting the City Portion.
- d. Closing and Conveyance of the City Portion. At the Closing, each party shall execute and deliver all documents necessary to effect and complete the terms of this Agreement. The City shall convey to the County, by limited warranty deed, good and marketable fee simple title, insurable as such by a title insurance company licensed to do business in the State of Georgia, subject only to (i) ad valorem taxes and assessments not then due and payable, (ii) the City Portion Permitted Title Exceptions and (iii) such other exceptions to the title as the County shall have approved or which have been deemed approved.
- e. Closing Costs and Prorations. The City shall pay its own closing costs including without limitation the cost of title insurance on its acquisition of the County Portion. No prorations of property taxes shall be made as the parties hereby acknowledge that the City Portion is exempt for all ad valorem taxes and special assessments; however, if there are stormwater fees applicable then same shall be prorated.

- f. Possession of the City Portion. The City shall deliver possession of the City Portion to the County at the time of Closing subject to the provisions below.
- g. Survey. The County shall obtain at its sole cost and expense, a preliminary survey, no later than ninety (90) days after the date of execution of this Agreement, from a Georgia Registered Land Surveyor, showing the City Portion to be conveyed under this Agreement. Promptly upon receipt of said survey, the County will cause the City and their legal counsel to be provided with a copy thereof. The survey shall indicate the total number of acres of the City Portion to the nearest hundredth of an acre. The survey shall form the basis of the legal description to be used for the conveyance of the City Portion. In the event the City disagrees with said survey, the City shall have the right, at the City's expense, to have a new survey of the City Portion prepared. In the event the County does not accept the City's survey, the County and the City's surveyors shall name a third surveyor to survey the City Portion, the cost to be divided equally between the City and the County. Parties agree, at shared expense, to update the survey as may be required in relation to the final approved plans for the Relocation, and, if such updated survey is necessary, then the legal description shown on such updated Survey shall be the basis for the conveyance and shall define the City Portion.
- h. Inspection. Commencing on the date hereof and continuing as long as this Agreement shall remain in force, the County shall have the right to go on the City Portion personally or through agents, employees and contractors for the purpose of making boundary line and topographical surveys of same, soil tests, environmental tests or assessments, hydrological and geological tests, boring and percolation tests and such other tests, analyses and investigations of the City Property that the County deems desirable.

The County shall, to the extent permitted by law, defend, reimburse, indemnify and hold the City harmless from and against all losses, liabilities, damages, obligations, payments, costs, and expenses (including reasonable attorney's fees incurred in connection therewith) caused to or brought against the City by any action or inaction of the County or its agents which may be asserted against the City by reason, in whole or in part, of the entry upon the City Portion by the County or its agents or their respective inspection activities.

3. COUNTY PORTION

- a. County Conveyance. The County hereby agrees to convey the County Portion to the City in exchange for the City Portion, free and clear of all mortgages, security deeds, other security instruments, liens, encumbrances and restrictions (including condemnation proceedings) of any kind and nature other than the following "County Portion Permitted Title Exceptions": (i) zoning ordinances affecting the County Portion, (ii) general utility easements of records, (iii) any easements that may be needed for construction, maintenance and/or drainage in connection with the Relocation and (iv) the matters shown on Exhibit " " attached hereto, and

subject to the existence of Hillvale Road as a public street until such time as the Relocation is completed and the portion of the existing Hillvale Road within the County Portion is formally abandoned.

- b. AS IS, WHERE IS. Subject to the foregoing section, the County Portion is being exchanged in an “AS IS” condition and “WITH ALL FAULTS” as of the date of Closing. Except as expressly set forth in this Agreement, no representations or warranties have been made or are made and no responsibility has been or is assumed by the County or any employee, staff member, commissioner, officer, legal representative, agent, person, firm, or any representative acting or purporting to act on behalf of the County as to the condition of the County Portion or the value, or income potential thereof or as to the ability to have the County Portion rezoned from its current zoning designation to any other zoning designation, or to have the County Portion developed, or as to any other fact or condition that has or might affect the County Portion, now or in the future, or the condition, value, or income potential of the County Portion or any portion thereof. The parties agree that all understandings and agreements heretofore made between them or their respective agents or representatives are merged in this Agreement, which along with the County Resolution alone fully and completely express their agreement, and that this Agreement has been entered into after full investigation, or with the parties satisfied with the opportunity afforded for investigation, neither party relying upon any statement or representation by the other unless such statement or representation is specifically embodied or referenced in this Agreement. To the extent that the County has provided to the City information from any inspection, engineering or environmental reports concerning harmful or toxic substances, the County makes no representations or warranties with respect to the accuracy or completeness, methodology of preparation or otherwise concerning the contents of such reports. The City acknowledges that the City has sole responsibility to inspect fully the County Portion and investigate all matters relevant thereto and the City shall rely solely upon the results of the City’s own inspections or other information obtained or otherwise available to the City, rather than any information that may have been, or could have been, provided by the County to the City.
- c. Objections to Title. The City shall have until Closing or any extension thereof to examine title to the County Portion and to furnish to the County a statement of objections to the County’s title to the County Portion, which objections, should they exist at the time of Closing would make the County unable to convey at Closing title to the County Portion provided for below. The County shall, after receipt by the County of such written statement of objections, have twenty (20) days or until the Closing Date, whichever is later, in which to cure all such objections and if necessary, the Closing Date shall be extended for the period required to allow the County said twenty (20) days to cure or satisfy the objections. If the County cannot, after reasonable efforts, cure such objections, then the City may as its sole remedy, either (i) terminate this Agreement or (ii) waive such objections and proceed to Closing with no adjustment for such matters (and such matters shall be deemed approved and become part of the County Portion Permitted Title Exceptions). The

County shall at or prior to Closing, pay all taxes and assessments which constitute a lien against the County Portion (other than those not then due and payable) and pay all indebtedness secured by the County Portion and obtain cancellations of all loan instruments affecting the County Portion.

- d. Closing and Conveyance of the County Portion. At the Closing, each party shall execute and deliver all documents necessary to effect and complete the terms of this Agreement. The County shall convey to the City, by quitclaim deed, good and marketable fee simple title, insurable as such by a title insurance company licensed to do business in the State of Georgia, subject only to (i) ad valorem taxes and assessments not then due and payable, (ii) the County Portion Permitted Title Exceptions and (iii) such other exceptions to the title as the City shall have approved or which have been deemed approved.
- e. Closing Costs and Prorations. The County shall pay its own closing costs including without limitation the cost of title insurance on its acquisition of the City Portion. No prorations of property taxes shall be made as the parties hereby acknowledge that the County Portion is exempt for all ad valorem taxes and special assessments; however, if there are stormwater fees applicable then same shall be prorated.
- f. Possession of the County Portion. The County shall deliver possession of the County Portion to the City at the time of Closing (defined below) subject to the provisions below and continued use of Hillvale Road as a public street until such time as same is abandoned.
- g. Survey. The City shall obtain at its sole cost and expense, a survey, no later than **ninety (90)** days after the date of execution of this Agreement, from a Georgia Registered Land Surveyor, showing the County Portion to be conveyed under this Agreement. Promptly upon receipt of said survey, the City will cause the County and their legal counsel to be provided with a copy thereof. The survey shall indicate the total number of acres of the County Portion to the nearest hundredth of an acre. The survey shall form the basis of the legal description to be used for the conveyance of the County Portion. In the event the County disagrees with said survey, the County shall have the right, at the County's expense, to have a new survey of the County Portion prepared. In the event the City does not accept the County's survey, the City and the County's surveyors shall name a third surveyor to survey the County Portion, the cost to be divided equally between the County and the City. Parties agree, at shared expense, to update the survey as may be required in relation to the final approved plans for the Relocation, and, if such updated survey is necessary, then the legal description shown on such updated Survey shall be the basis for the conveyance and shall define the County Portion.
- h. Inspection. Commencing on the date hereof and continuing as long as this Agreement shall remain in force, the City shall have the right to go on the County Portion personally or through agents, employees and contractors for the purpose of making boundary line and topographical surveys of same, soil tests, environmental

tests or assessments, hydrological tests, boring and percolation tests and such other tests, analyses and investigations of the County Property that the City deems desirable.

The City shall, to the extent permitted by law, defend, reimburse, indemnify and hold the County harmless from and against all losses, liabilities, damages, obligations, payments, costs, and expenses (including reasonable attorney's fees incurred in connection therewith) caused to or brought against the County by any action or inaction of the City or its agents which may be asserted against the County by reason, in whole or in part, of the entry upon the County Portion by the City or its agents or their respective inspection activities.

- i. Release. The City, to the extent permitted by law, and except for willful acts by the County, hereby releases the County from any and all liability for any and all damages, penalties, fines, claims, demands, causes of action, liens, suits, liabilities, costs (including, without limitation, cleanup and remedial action costs), judgments and expenses of every kind and nature arising out of or in connection with any hazardous materials, substances, wastes or other environmentally regulated substances placed or located on, in or under the County Portion. This release shall survive the Closing or any termination or expiration of this Agreement.

4. CONDITIONS TO CLOSING

Both the City and the County agree that, in the event that any of the following events do not occur, then neither party shall be obligated to consummate the Closing:

- a. The County will facilitate the Relocation according to any Georgia Department of Transportation, DeKalb County Department of Transportation, and/or any other relevant department's plans.
- b. The City shall, within sixty (60) days of the County's completion of the Relocation, with such completion being the date of the Georgia Department of Transportation's acceptance of the Relocation ("GDOT Acceptance"), reimburse the County for all funds actually expended by the County to facilitate, design and construct the Relocation.
- c. The City shall, as required by O.C.G.A. § 36-37-6(c) and O.C.G.A. § 36-9-3(a)(3)(D), determine the value of both the City Portion by updated or new appraisals and the County shall determine the value of the County Portion by updated or new appraisals.. The proper authorities of the City and the County shall each, respectively, approve such appraised values.
- d. The City shall, as also required by O.C.G.A. § 36-37-6(c), within six (6) weeks preceding the Closing of the Exchange, publish a notice of the proposed Exchange in the official legal organ of the City once a week for four (4) weeks.

- e. The County shall, as also required by O.C.G.A. § 36-9-3(a)(3)(D), within six (6) weeks preceding the Closing of the Exchange, publish a notice of the proposed Exchange in the official legal organ of the County once a week for four (4) weeks.
- f. Notwithstanding anything contained herein to the contrary, the City shall fully comply with all other municipal real property exchange requirements of O.C.G.A. § 36-37-6(c) or provide a written opinion of counsel that such provisions do not apply to the Exchange.
- g. Notwithstanding anything contained herein to the contrary, the County shall fully comply with all other county real property exchange requirements of O.C.G.A. § 36-9-3(a)(3)(D).
- h. To the extent required, County shall, after the Relocation is complete, commence and conclude the abandonment of any portion of Hillvale Road that is contained within the County Portion.

5. CLOSING

The consummation of this Agreement (the “Closing”) shall occur as follows:

- a. Within ninety (90) days of the GDOT Acceptance (the “Closing Date”), unless such Closing Date is extended by virtue of written and mutual agreement between the parties.
- b. The Closing of the Exchange shall occur simultaneously.
- c. The Closing shall take place at the offices of Gregory, Doyle, Calhoun & rogers, LLC (“GDCR”) located at 2951 Flowers Road South, Suite 220, Atlanta, GA 30341 at 11:00 a.m. local time, or at such other time and place as may be agreed upon in writing by both parties. All funds to be paid at Closing shall be wired to GDCR’s trust account by 10:00 a.m. local time on the Closing Date, in accordance with the wire transfer instructions to be provided by GDCR.

6. NOTICES

All notices, demands or requests required or permitted to be given pursuant to this Agreement shall be in writing and should be deemed to have been properly given or served and shall be effective upon being deposited in the United States mail, postpaid or registered or certified with return receipt requested or sent by overnight mail by a national recognized overnight mail carrier, provided, however, the time period in which a response to any notice, demand or request must be given shall commence on the date of receipt by the addressee thereof. Any notice contemplated by this section shall be deemed received by the other party one (1) business day following its deposit with a registered, certified, or overnight mail carrier. In all other cases, any notice contemplated by this section shall be deemed received by the other party when that party actually receives such notice. Rejection

or other refusal to accept or inability to deliver because of changed address of which no notice has been given shall constitute receipt of the notice, demand or request sent. Any such notice, demand or request shall be sent to the following:

CITY:

The City of Stonecrest, Georgia
3120 Stonecrest Boulevard, Suite 190
Stonecrest, GA 30038
Attn: Mayor Jazzmin Cobble
jcobble@stonecrestga.gov

WITH A COPY TO:

LEGAL COUNSEL TO CITY:

Winston Denmark
[Denmark Ashby Matricardi, LLC](#)
100 Hartsfield Center Parkway, Suite 400
Atlanta, Georgia 30354
Phone: 770.478.9950
Email: wdenmark@dam.law

COUNTY:

DeKalb County
1300 Commerce Drive, 6th Floor
Decatur, GA 30030
Attn: CEO

DeKalb County
1300 Commerce Drive, 6th Floor
Decatur, GA 30030
Attn: Executive Assistant
Phone: _____
Email: _____

DeKalb County
1300 Commerce Drive, 5th Floor
Decatur, GA
Attn: William Linkous County Attorney
Phone: (404) 371-3011
Email: _____

WITH A COPY TO:

LEGAL COUNSEL TO COUNTY

Gregory, Doyle, Calhoun & Rogers, LLC
2951 Flowers Road South, Suite 220

Atlanta, GA 30341
Attn: Clay W. Reese
Phone: 770-457-7000
Email: creese@gdclaw.com

7. BROKERAGE COMMISSIONS

Each party hereto represents to each other party hereto that it has not engaged any broker or agent in connection with this Agreement.

8. MISCELLANEOUS

- a. Time is of the essence of this Agreement.
- b. This Agreement shall be governed by and construed in accordance with the laws of the State of Georgia and should any party institute suit concerning this Agreement, venue and forum shall be in the Superior Court of DeKalb County, Georgia.
- c. This Agreement may be executed in several counterparts, each of which shall be deemed an original and all of which counterparts together shall constitute one and the same instrument.
- d. Should any provision of this Agreement require judicial interpretation, it is agreed that the court interpreting or construing the same shall not apply a presumption that the terms hereof shall be more strictly construed against one party by reason of the rule of construction that a document is to be construed more strictly against the party who itself or through its agent prepared the same, it being agreed that the agents of all parties have participated in the preparation hereof.
- e. This Agreement shall survive the Closing and shall not be merged into any of the documents executed at Closing.
- f. This Agreement shall apply to, inure to the benefit of and be binding upon and enforceable against the City and the County.
- g. No recourse shall be had for the enforcement of any obligation, covenant, promise, or agreement of the City or the County contained in this Agreement or for any claim based hereon or otherwise in respect hereof against any member of a governing body, officer, or employee, as such, in that person's individual capacity, past, present, or future, of the City, the County, or any successor body, whether by virtue of any constitutional provision, statute, or rule of law, or by the enforcement of any assessment or penalty or otherwise, it being expressly agreed and understood that, as to the City, this Agreement is solely a municipal obligation of the City payable only from the funds and assets of the City herein specifically provided to be subject to such obligation and that no personal liability whatsoever shall attach to, or be

incurred by, any member of a governing body, officer, or employee, as such, past, present, or future, of the City, and that as to the County, this Agreement is solely a corporate obligation of the County payable only from the funds and assets of the County herein specifically provided to be subject to such obligation and that no personal liability whatsoever shall attach to, or be incurred by, any member of a governing body, officer, or employee, as such, past, present, or future, of the County. The immunity of members of a governing body, officers, and employees of the City and the County under the provisions contained in this Section shall survive the Closing and the expiration and/or termination of this Agreement.

- h. The Parties consent and agree that this Agreement may be signed and/or transmitted by e-mail of a .pdf document or using electronic signature technology (e.g., via DocuSign or similar electronic signature technology), and that such signed electronic record shall be valid and as effective to bind the party so signing as a paper copy bearing such party's handwritten signature.
- i. No later than one (1) year after the Exchange is completed, County shall perform the work necessary to provide a new parking area and entrance to the City's park located on the City Parcel in the approximate configuration a shown on Exhibit " " attached hereto. Within thirty (30) days after presentation of an invoice and supporting documentation by County to City, City shall reimburse County for all of such costs and expenses. Thereafter, City shall, at its sole cost and expense, maintain the parking areas, including all necessary and appropriate maintenance and repair.
- j. No later than five (5) years after the Exchange is completed, County shall, at County's expense, perform the work necessary to construct a fire station on the City Portion. The fire station shall be maintained and operated by the County, at the County's sole discretion and expense and for a time period at the County's sole discretion.

SIGNATURES CONTAINED ON FOLLOWING PAGES

IN WITNESS WHEREOF, the parties have executed this Agreement under seal as of the first date written above.

THE COUNTY:

DEKALB COUNTY, GEORGIA,
a political subdivision of the State of Georgia

Witness

By: _____
LORRAINE COCHRAN-JOHNSON, CEO

Date: _____

[COUNTY SEAL]

[remainder intentionally blank; exhibits follow]

EXHIBIT A
QUITCLAIM DEED

[see attached]

EXHIBIT B

RELOCATION DRAWING

TBD

EXHIBIT C
CITY PORTION

TBD

EXHIBIT D
COUNTY PORTION

TBD

EXHIBIT E
CITY APPRAISAL

[see attached]

EXHIBIT F
COUNTY APPRAISAL

[see attached]

EXHIBIT G
CITY RESOLUTION

[see attached]

EXHIBIT H
COUNTY RESOLUTION

[see attached]

EXHIBIT I
CITY PERMITTED TITLE EXCEPTIONS

TBD

EXHIBIT J
COUNTY PERMITTED TITLE EXCEPTIONS

TBD