INTERGOVERNMENTAL AGREEMENT

BETWEEN

CITY OF SENOIA, GEORGIA

AND

DEVELOPMENT AUTHORITY OF THE CITY OF SENOIA, GEORGIA

This Intergovernmental Agreement dated this 5th day of February, 2024, by and between the City of Senoia, Georgia, a Georgia municipal corporation (hereinafter “City”) and the Development Authority of the City of Senoia, Georgia, a public body corporate and politic of the State of Georgia (hereinafter “DAS”), to provide as follows:

WHEREAS, City is a municipal corporation created by the Georgia General Assembly; and

WHEREAS, DAS is a public body corporate and politic activated and created by the City pursuant to O.C.G.A § 36-62-1 et seq.; and

WHEREAS, City is authorized to dispose of property owned by the City by transferring the same to another governing authority or government agency for public purposes pursuant to O.C.G.A. § 36-37-6(e)(2) (C); and

WHEREAS, the City may also sell property owned by the City located in industrial parks pursuant to O.C.G.A.§ 36-37-6(d) with regard to the requirements of O.C.G.A. § 36-37-6(a) or (6) and

WHEREAS, the DAS may acquire property and dispose of the same in furtherance of the purpose of the DAS to develop and promote trade, commerce, industry and employment opportunities for the public good and general welfare, and to promote the general welfare of the State of Georgia;

WHEREAS, pursuant to a previous Intergovernmental Agreement last executed March 1, 2023 (“the 2023 IGA”) the City conveyed to the DAS certain property owned by the City to DAS to develop and promote trade, commerce, industry and employment opportunities for the public good and the general welfare, and to promote the general welfare of the State of Georgia, subject to certain conditions of such conveyance of property;

WHEREAS, pursuant to Section 11 of the 2023 IGA, the City granted the DAS an option to acquire the property identified as “Tracts E and F” in Exhibit A attached hereto, consisting of 2.77+/- acres for the price of $305,000.00, which option could be exercised by DAS after Coweta County, Georgia constructed new Senior Center; and

WHEREAS, Coweta County has constructed a new Senior Center; and

WHEREAS, pursuant to correspondence dated February 1, 2024, the DAS has notified the City that is has exercised its option to purchase the Property, at a time and place mutually agreed by the City and DAS;

NOW THEREFORE, City and DAS do hereby agree as follows:

1. City hereby agrees to convey to DAS the Property as described as “Tracts E and F” in “Exhibit A” attached hereto. As used herein, the terms “Premises” or “Subject Property” shall refer to Tracts E and F collectively.
2. DAS agrees to convey the Subject Property to a third party, or parties, in furtherance of the public purposes of the DAS, specifically, to develop and promote trade, commerce, industry and employment opportunities for the public good and the general welfare, and to promote the general welfare of the State of Georgia.
3. Upon the Sale of the Subject Property, DAS agrees to remit the sum received from the sale, less an amount equal to six percent (6%) of the net amount received. Said amount shall be retained by DAS to be used for its purposes as allowed by law, and in lieu of any millage rate allocation from City as authorized under Georgia Law. The minimum purchase price for the Subject Property shall be $305,000.00.
4. The Subject Property shall be sold to user(s) who intend to use the property for any uses allowed in the Industrial Zoning District und the City’s Zoning Ordinance, as such ordinance is amended. Any deed of conveyance from the City to DAS, and from DAS to any third party, shall include such language as a restrictive covenant to run with the land.
5. The Subject Property is conveyed to DAS “as is,” and shall be conveyed by DAS to any third party under the same terms.
6. The conveyance by the City to DAS shall be subject to all easements, whether recorded or shown as “proposed” drives and roads reflected in Exhibit “A”, which easements, drives, and roads are expressly reserved by City, and including easements for ingress and egress, maintenance, utilities including water, sewer, electric, gas or any other governmental purpose as set forth in the City’s Charter or Georgia law. Any conveyance by DAS to third party shall expressly reserve such easements in favor of the City.
7. This Agreement shall begin on the date that it is executed by both City and DAS.
8. This Agreement shall not amend, supersede, or otherwise effect any existing agreements between the City and DAS which do not pertain to the Property identified in this Agreement.

**IN WITNESS WHEREOF**, parties have hereunto set their hands and affixed their seals the day and year as first above written.

**CITY OF SENOIA**

By: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Dub Pearman, Mayor

Attest:

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

City Clerk

**SENOIA DEVELOPMENT AUTHORITY**

By: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Carlotta Ungaro

Chair

Attest:

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_