



Work Session Agenda
Thursday, September 14, 2023, 9:00 AM
Administration Building, Boardroom (3rd Floor)
300 Henry Ward Way, Gainesville, GA 30501
Mayor or Mayor Pro Tem Presides

DEPARTMENT ISSUES:

Public Works

- Resolution: Marel, Inc. Airport Lease Extension Agreement

Abb Hayes

CITY MANAGER ISSUES:

MAYOR ISSUES:

CITY ATTORNEY ISSUES:

- Resolution: Quitclaim to Water Line Easement Not Needed for Public Purposes
(Ahaluna-Dawsonville Highway Water Reclamation Project)

Abb Hayes

CITY CLERK ISSUES:

EXECUTIVE SESSION:

ADJOURNMENT:

Final: Tuesday, September 12, 2023, 5:25 PM



CITY OF GAINESVILLE

Work Session Agenda Request

Item Created: August 31, 2023
Date Submitted: September 7, 2023
Final Approval Date: September 13, 2023
Presenter: Abb Hayes, City Attorney
Item of Business: Resolution: Marel, Inc. Airport Lease Extension Agreement
Meeting Date: September 14, 2023

Purpose of Request:

The purpose of this request is to authorize the extension of a lease agreement.

Facts & Issues / History & Background:

The City of Gainesville entered into a lease agreement on September 18, 1973 for Tracts A3 & A4 of the Airport Industrial Park. Marel, Inc. desires to extend the lease through Sept 17, 2043. The monthly lease rate will be increased to \$5391.66.

Department Recommendation:

Approve the resolution.

Department Director:

Chris Rotalsky

If funding is involved, are funds approved within the current budget? No

Amount Requested:

Sources of Funds:

Finance Comments:

Administrative Comments:

Attachments:

1. Resolution: Marel, Inc. Airport Lease Extension Agreement
2. Attachment: Marel, Inc. Airport Lease Extension Agreement
3. Backup Information: Stork-Gamco Addendum and Modification Lease Agreement for A3 & A4

RESOLUTION BR-2023-_____

Marel, Inc. Airport Lease Agreement Extension

WHEREAS, the City of Gainesville owns and operates the Lee Gilmer Memorial Airport for the public interest; and

WHEREAS, the predecessor in interest to Marel, Inc. originally leased Airport Industrial Park Lots A-3 and A-4 at the Airport pursuant to a Lease Agreement dated September 18, 1973, which Lease Agreement currently expires on September 18, 2023 (hereinafter referred to as "the Lease"); and

WHEREAS, the City desires to extend the term of the Lease an additional twenty (20) years through September 18, 2043, as set forth in the attached Lease Extension Agreement.

NOW, THEREFORE, BE IT RESOLVED THAT the governing body for the City of Gainesville hereby approves the attached Lease Extension Agreement and hereby authorizes the Mayor, City Manager, and the City Attorney to sign the attached Lease Extension Agreement and such documents as necessary to effectuate the provisions set forth in the attached Lease Extension Agreement.

Adopted this _____ day of September, 2023.

W. Samuel Couvillon, Mayor

This is to certify that I am City Clerk of the City of Gainesville. As such, I keep its official records, including its minutes. In that capacity, my signature below certifies this resolution was adopted as stated and will be recorded in the official minutes.

ATTEST:

Denise O. Jordan, City Clerk

LEASE EXTENSION AGREEMENT

Marel, Inc. ("Lessee") and THE CITY OF GAINESVILLE, GEORGIA (the "City") (collectively, the "Parties") enter into this Lease Extension Agreement as of the 19th day of September, 2023 (the "Effective Date").

On or about September 18, 1973, Gainesville Small Business Development Company and the City entered into a Lease Agreement relating to Airport Industrial Park Lots A-3 and A-4. Said Lease Agreement is hereinafter referred to as "the Lease." The Lease was subsequently assigned to Gainesville Machine Company, Inc. and then to Stork Gamco, Inc via an Addendum and Modification of Lease Agreement dated December 31, 2006. The Lease is currently set to expire on September 18, 2023. Marel, Inc. is the Successor in interest to Stork Gamco, Inc. By execution below, Lessee confirms and represents that Lessee has the full power and authority to extend the Lease on behalf of the original tenants under the Lease. The Parties hereby extend the terms of the Lease, such that the Lease will terminate on September 18, 2043. The Parties hereby agree the rent due under the Lease will increase to \$5,391.66 per month.

Except as set forth herein, all terms and conditions of the Lease as previously amended, shall remain unchanged.

The Parties execute this **LEASE EXTENSION AGREEMENT** as of the Effective Date.

Marel, Inc.

By: _____
Print Name: _____
Title: _____

Attest: _____
Print Name: _____
Title: _____

CORPORATE SEAL

APPROVED AS TO FORM

CITY OF GAINESVILLE

Abbott S. Hayes, Jr.
Hulsey, Oliver & Mahar, LLP
City Attorney

By: _____
Bryan Lackey
City Manager

Attest: _____
Denise O. Jordan, City Clerk

ASH/bwb/286996

CITY SEAL

A3 6
AIP – A4

Stork-Gamco
Attn: AIP #0183
P. O. Box 1258
Gainesville, GA 30503

Tab 1

- ☐ Current Lease/ Sublease/Plat

Tab 2

- ☐ Rate Increase information

Tab 3

- ☐ Correspondence from the City to the current lease holder

Tab 4

- ☐ Correspondence from the current lease holder to the City

Tab 5

- ☐ Previous Lease agreements/Tenant information

Tab 6

- ☐ Miscellaneous information

ADDENDUM AND MODIFICATION OF LEASE AGREEMENT

This Addendum and Modification of Lease Agreement is entered into this 31st day of December, 2006, by and between the City of Gainesville, Georgia, a Municipal Corporation of said state (hereinafter called "Lessor") and Stork Gamco, Inc., a Delaware Corporation ("Assignee").

RECITALS

WHEREAS, the City of Gainesville, Georgia entered into a Lease Agreement on September 18, 1973 with the Gainesville Small Business Development Company, which lease is recorded in Deed Book 526, Pages 184-189 of the Hall County, Georgia Deed Records, and which lease was subsequently assigned to Gainesville Machine Company, Inc., a Georgia Corporation, which in turn assigned the lease, by an assignment dated December 31, 1976 to Assignee Stork Gamco, Inc., who has and continues to act, as Lessee under the terms of the lease, and

WHEREAS, pursuant to Item 14 of the lease, the Lessor has informed the Lessee of land adjacent to that rented under the terms of the lease, as described on Exhibit "A" attached to the lease, that adjacent property has become available for lease, and

WHEREAS, Assignee wishes to lease said property from Lessor and Lessor wishes to lease such property to Assignee.

NOW, THEREFORE, in consideration and mutual covenants contained in this Agreement and Ten Dollars (\$10.00) and other good and valuable consideration the receipt and sufficiency of which are hereby acknowledged by the parties, the parties agree as follows:

1. **Premises Leased.** The Premises Leased by Assignee from Lessor shall consist of the premises described on Exhibit "A" attached to the original Lease Agreement dated September 18, 1973, which is also attached to this Addendum and Modification Agreement as Exhibit "A" and incorporated herein by reference, together with the additional property described on Exhibit "B" attached hereto and incorporated herein by reference. As modified, the lease terms shall now encompass the property contained in both Exhibit "A" and Exhibit "B" attached to this Addendum and Modification Agreement.

2. **Rental.** Assignee shall pay to Lessor rent of \$687.50 per month for the entire premises leased.

3. **Term of Agreement.** Lessor and Assignee agree that terms of this Agreement shall continue as provided in the original Lease Agreement dated September 18, 1973 and that, by executing this Agreement, the parties recognize and agree that Assignee has exercised its option under Item 1 of the original Lease Agreement to an additional ten (10) year term commencing on the 18th day of September, 2003, which option has been exercised not less than ninety (90) days prior to the expiration of the original term of the Agreement. As provided in the original Lease Agreement, Assignee shall have the right to renew for a second ten (10) year renewal term, beyond the initial ten (10) year renewal term.

Since Assignee has exercised its option, the initial term of this Lease Agreement, as modified, shall continue until the 18th day of September, 2013.

4. **Right to Construct Building.** Assignee shall construct a building on the leased property, subject to the terms and restrictions contained in the original Lease Agreement. Item 5(U) of the original Lease Agreement, requiring the commencement of construction of a building covering at least 100,000 square feet within ninety (90) days of execution of this agreement, shall not apply to the building which the Lessor and Assignee contemplate the Assignee building under the terms of this modified lease.

5. **Miscellaneous.**

- (a) Time is of the essence of this Agreement.
- (b) This modification is made and entered into in the State of Georgia, related to premises located and duties to be performed in the State of Georgia, and shall, in all respects, be interpreted, enforced, governed and construed in accordance with the laws of the State of Georgia.
- (c) This modification, together with the original lease represent the entire understanding of the agreement between the parties relating to the subject matter hereof and supersedes all prior negotiations and agreements relative thereto.

6. **Notices.** On notices required under the original Lease Agreement or this modification shall be sent to the following parties at their addresses shown below:

City Manager, City Hall, 116 Broad Street, N.E., P.O. Box 2496, Gainesville, GA 30503

Stork Gamco, Inc., P.O. Box 1258, Gainesville, GA 30503

7. Amendments in Writing. This Agreement may be modified only by an Agreement in writing signed by the parties hereto, for their respective successors and interest. This Agreement shall insure the benefit of and be binding upon the parties hereto, and their respective successors and assigns.

IN WITNESS WHEREOF, the parties have hereunto set their hand and seal the date first above written.

Signed, sealed and delivered

CITY OF GAINESVILLE, GEORGIA

in the presence of:

Unofficial Witness

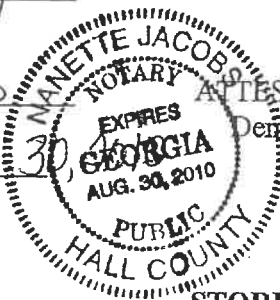
By:

Bryan Shuler, City Manager

Notary Public

Commission Expires:

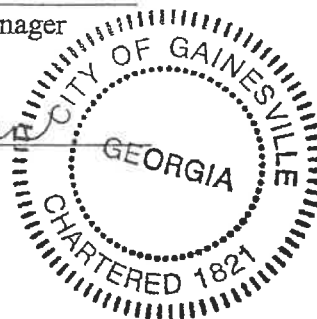
Aug 30, 2010



ATTEST:

Denise Jordan, Clerk

(SEAL)



Signed, sealed and delivered

STORK GAMCO, INC., Assignee

in the presence of:

Unofficial Witness

By:

FRANK NICOLETTI

Title:

EXEC. VICE PRESIDENT

ATTEST:

Kenneth C. Falls

Title:

Secretary

(SEAL)

Notary Public

Commission Expires:

1/2/2011

EXHIBIT "A"

All those lots, tracts, and parcels of land, lying situate and being in the City of Gainesville, Hall County, Georgia, and being Lots A-3 and A-4, Block 1, of the Gainesville Airport Industrial Park, as shown by Tax Map #136 of the City of Gainesville, and being more particularly shown by plat prepared by John C. Miller, Professional Engineer, Registration Number 1786, of the State of Georgia dated July, 1973, but revised on September 17, 1973, which revised Plat is recorded in Plat Book 54, page 72 in the Office of the Superior Court of Hall County, Georgia, which Plat is by reference made a part hereof.

As shown by said plat, the subject lots are more particularly described as follows:

BEGINNING at an iron pin corner on the Northwesterly side of the Airport Parkway, which iron pin is located North 40° 39' East 33 feet from a catch basin on the Northwesterly side of said Airport Parkway being the second such catch basin Southwest of a curve, which is located 600 feet more or less from the intersection of said right of way with the Northern right of way of Ridge Road. Running from said beginning point North 49 degrees 50 minutes West, 531.50 feet, more or less, to an iron pin; running thence along a line parallel with runway #22 of the Gainesville Airport and located 300 feet from the centerline of said runway, North 40 degrees 32 minutes East 1133.61 feet, more or less, to an iron pin corner; thence running along the Western right of way of State Route No. South 21 degrees 50 minutes East 601.65 feet, more or less to an iron pin corner; thence South 40 degrees 39 minutes West 850 feet, more or less, to the beginning iron pin corner.

TDC/ksh9267/4282/W066744

EXHIBIT "B"

All that tract or parcel of land lying and being in City of Gainesville, Hall County, Georgia as shown on plat recorded in the office of the Superior Court Clerk, Hall County, Georgia at Plat Slide 832, page 236B, prepared by William H. Collins and William E. Whidden and more particularly described on said plat as follows:

Beginning at the intersection of the centerline of Queen City Parkway and West Ridge Road, thence north $39^{\circ} 28' 39''$ west a distance of 500.69 feet to an iron pin set, which iron pin is the point of Beginning. Thence, from said Point of Beginning south $67^{\circ} 34' 28''$ west 260.33 feet to an iron pin set; thence north $49^{\circ} 21' 00''$ west 45.51 feet to an iron pin set; thence south $40^{\circ} 39' 00''$ west 61.99 feet to an iron pin set; thence left 89.74 feet along an arc having a radius 128.90 feet and a chord distance of 87.94 feet bearing S $60^{\circ} 35' 36''$ W to an iron pin set; thence north $40^{\circ} 39' 00''$ east 477.51 feet to an iron pin set; thence south $21^{\circ} 50' 00''$ east 218.06 feet to the point of beginning.

GEORGIA, COUNTY OF HALL.

This AGREEMENT, made the 18th day of September, 1973, among the CITY OF GAINESVILLE, GEORGIA, a municipal corporation of said State, first party, (hereinafter called "Lessor") and GAINESVILLE SMALL BUSINESS DEVELOPMENT COMPANY, second party, (hereinafter called "Lessee"),

W I T N E S S E T H :

1. Premises Leased, Term and Renewals - Lessor does hereby rent and lease to the Lessee real property which is, and shall be, leased subject to the conditions, covenants, restrictions, reservations, and easements set forth herein, located in the County of Hall, State of Georgia, and is more particularly described in Exhibit "A" attached hereto and designated as Lots A-3 and A-4, Block 1 of Gainesville Airport Industrial Park as shown by plat recorded in Plat Book 54, page 72, in the Office of the Clerk of the Superior Court of Hall County, Georgia, which plat is incorporated herein and made a part hereof by reference, for an initial term commencing on the 18th day of September, 1973, and ending on the 18th day of September, 2003.

Lessee shall have the right to renew and extend the time hereof for two additional periods of ten (10) years each upon the same terms and conditions as are contained herein. Said right to renew and extend may be exercised upon no less than ninety (90) days written notice by Lessee to Lessor prior to expiration of the original term hereof provided that Lessee is not, at the time of such exercise, in default of its performance under this Agreement.

2. Rental - Lessee shall pay to Lessor, at its office in Gainesville, Georgia, promptly on the first day of each month in advance, during the term of this lease, a monthly rental of Five Hundred and Thirty-Seven Dollars and Fifty Cents (\$537.50).

3. Use of Premises - General Purposes: The real property described herein is subject to the conditions, covenants, restrictions, reservations and easements hereby declared to insure to the proper use and appropriate development and improvement of each building site thereof; to protect the lessees of building sites against such improper use of surrounding building sites as will depreciate the value of their property; to guard against the erection thereon of structures built of improper or unsuitable materials; to insure adequate and reasonable development of said property; to encourage the erection of attractive improvements thereon, and with appropriate locations thereof on building sites; to prevent haphazard and inharmonious improvement of building sites; to secure and maintain proper setbacks from streets, and adequate open and clear spaces between structures; and in general to provide adequately for an attractive and high quality of improvement in said property.

4. Definition of Terms: Except as specifically defined herein, all words used in these covenants have their customary dictionary definitions. For the purpose of these provisions, certain words or terms used herein shall be defined as follows: Words used in the present tense include the future tense. Words used in the singular number include the plural, and words used in the plural include the singular. The word "person" includes an individual, a firm, co-partnership, or corporation. The word "lot" includes the word "plot" or "parcel". The word "building" includes the word "structure". Terms used herein, whether referring to the masculine, feminine or neuter gender shall mean all genders. The word "shall" is always mandatory, and not merely directory. The word "used" or "occupied" as applied to any land or building shall be construed to include the words "intended, arranged, or designed to be used or occupied".

a lot between two side lot lines establishing the minimum open space to be provided between the building or buildings and the street right-of-way line.

Building site shall mean a portion or parcel of land devoted to a common use or occupied by a building or group of buildings devoted to a common use, together with the customary accessories and open spaces belonging to same. The term building site and lot shall mean the same land and shall be used interchangeably herein.

Lessor shall mean the City of Gainesville, its successors and assigns unless the context indicates otherwise.

Improvements shall mean and include a commercial or light industrial building or buildings, outbuildings appurtenant thereto, parking areas, loading areas, fences, masonry walls, hedges, lawns, mass plantings and any structures of any type or kind located above ground.

Protective screen shall mean either a permanent wooden or masonry fence at least five (5) feet in height which is at least 50 percent solid, or a planted row of shrubbery or trees capable of growth to six (6) feet in height after a period of two years and placed close enough together to touch.

Yard shall mean a space on the same lot with a principal building, open, unoccupied and unobstructed by buildings or structures from ground to sky except where encroachments and accessory buildings are expressly permitted.

Yard front, shall mean open, unoccupied space on the same lot with a principal building, extending the full width of the lot, and situated between the street right-of-way line and front line of the building projected to the side lines of the lot.

Yard rear shall mean open, unoccupied space on the same lot with a principal building, extending the full width of the lot, and situated between the rear line of the lot and the rear line of the building projected to side lines of the lot.

Side Yard shall mean open, unoccupied space on the same lot with a principal building, situated between the building and the side line of the lot and extending from the rear line of the front yard to the front line of the rear yard.

5. General Restrictions

A. The admission of any occupant to the Gainesville Industrial Park shall be at the discretion of the Lessor. No industry or other business shall be established, maintained or permitted thereon which may be or become an annoyance or nuisance by reason of unsightliness or the excessive emission of smoke, dust, noise, glare, odor, fumes or vibrations. Determination of whether an industry or business is objectionable for any of the above reasons shall be at the discretion of the Lessor.

B. The Lessee shall not use any of the land or premises for the manufacture, storage, distribution or sale of materials or products which shall increase the insurance rates or depreciate the value of the adjoining property or for any purposes which constitute a nuisance in the generally accepted definition of that term, or defined as such by any ordinance of the City of Gainesville, Georgia.

C. All structures and improvements must comply with Federal Aviation Administration Regulation Part 77, "Objects Affecting Navigable Air Space", or any regulation which may ultimately supercede this regulation.

D. Improvements erected on property subject to this declaration as described in paragraph I hereof, shall not exceed 27 feet in height, provided, however, that water towers or tanks, standpipes, penthouses or structures for housing elevators or elevator equipment, stairways, ventilating or similar equipment

lights, tanks, cooling or other towers, flagpoles, gravity flow storage and/or mixing towers or similar structures may exceed this height with the written approval of the Lessor, and in conformity with Federal Aviation Administration regulations as specified in Paragraph 5 sub-section C. herein.

E. Any building or other structures other than a free standing sign, erected on the property shall be fireproof, constructed of masonry or other strong material, and conform with the City of Gainesville building codes. Wooden or frame construction except in signs is prohibited insofar as its use in an exposed or visible exterior position is concerned.

F. These covenants shall and do so hereby provide that no improvements as herein defined shall be erected, placed or altered on any building site in said development until the building or other improvement plans, specifications, and plot plan showing the location of such improvements on the particular building site have been submitted to and approved in writing as to conformity and harmony of external design with existing structures in the development, and as to location of the improvements on the building site, giving due regard to the anticipated use thereof as same may affect adjoining structures, uses and operations, and as to location of the improvements with respect to topography, grade and finished ground elevation, by the City of Gainesville, unless and until such right has been expressly assigned, and then such right will pass to such assignee; provided, however, that the Lessor, its successors or assigns, shall not be liable in damages to anyone so submitting plans for approval or to any owner or owners of land covered by this instrument by reason of mistake in judgment, negligence or non-feasance of itself, its agents or employees, arising out of or in connection with the approval or disapproval, or failure to approve any such plans; likewise

anyone so submitting plans to the Lessor for approval, by the submitting of such plans agrees that he or it will not bring any action or suit to recover for any such damages against the Lessor. In the event Lessor fails to approve or disapprove such design and location within thirty (30) days after said plans and specifications have been submitted to it, this covenant will be deemed to have been fully complied with. Lessee, its successors and assigns, covenants to hold Lessor harmless from any and all claims of whatever nature and kind arising out of the use of the leased property from which Lessor is not protected by its governmental immunity.

G. Property fronting on the streets of the industrial areas shall have a building setback line of at least sixty-five (65) feet from street right-of-way line. No structures or buildings shall be located closer than twenty-five (25) feet to any side building site line or real property line, it being required that an open area of at least fifty (50) feet shall exist between all adjacent but separately owned improvements, both sides and rear.

H. Whenever a lot abuts upon a railroad lead track easement or right-of-way, sufficient space shall be reserved to permit the construction of a side track approximately parallel to the railroad easement or right-of-way. Where a right-of-way easement has been granted to the Seaboard Coast Line Railroad, its successors or assigns, either at the rear or side of any building site, no structures or buildings shall be constructed on said right-of-way or any part thereof except with the written consent of Lessor and said Seaboard Coast Line Railroad, its successors or assigns.

I. Buildings or other structures or parking or loading areas shall not be built or maintained which, in the aggre-

gate, cover more than 60 per cent of the total land area of the property. Neither shall any building or structure above ground extend beyond the building lines, and it is hereby declared that said area between the building lines and property lines is to be used either for open landscaped or green areas or for off-street surfaced parking areas. Said area shall be attractively landscaped with lawn, trees, shrubs, or similar materials according to plans first approved in writing by the Lessor. If said area is to be used for off-street parking, the parking arrangement and surfacing must be planted with a protective screen and likewise be approved in writing by the Lessor. Any landscaped areas shall be properly maintained thereafter in a sightly and well-kept condition. Parking areas shall likewise be maintained in good condition.

J. It shall be the responsibility of the Lessee to provide off-street parking facilities for employees, customers, and at a ratio of one (1) space for every one and one-half (1-1/2) employees employed on the premises at maximum shift; plus one (1) space for each managerial employee; plus one (1) visitor space for each ten (10) managerial staff. The size of each parking space shall not be less than three hundred (300) square feet, including aisles, but not driveways thereto. No parking of cars or trucks will be permitted in the street right-of-way. Plants requiring subsequent expansions of work force shall have the parking space requirement adjusted to accommodate the additional employment.

K. The following landscaping and site improvements conditions shall be complied with:

a. Front yard: Front yards of building sites shall be maintained in grass except walks, drive, plantings and flag-

poles. Suitable planting shall be provided and maintained in front of the building or incorporated in the architecture of the structure by means of planters. No driveways parallel to the street shall be permitted in the required minimum front yard.

b. Side yard: A partial foundation planting shall be provided.

c. Paved area: All areas subject to wheeled traffic shall be paved with bituminous concrete or equivalent surfacing and shall have appropriate bumper or wheel guards when needed. It shall be the Lessee's responsibility to extend driveways to existing or presently projected streets at no expense to the Lessor, even though part of this construction is within the street right-of-way. This work should be done in accordance to the Code of the City of Gainesville.

d. Unpaved portion of the site: Any area not paved shall be maintained in grass and landscaped, including any such property which may be in a street or utility right-of-way. The removal of undergrowth, weeds, debris, rubbish, trash, excess dirt, industrial wastes or garbage, and any other unsightly material from the property shall be at no expense to the Lessor.

e. Maintenance: It shall be the responsibility of the Lessee to keep the premises, buildings and all improvements in a safe, clean, healthful and presentable condition at all times.

L. The following uses shall be permitted within the Gainesville Industrial Park:

a. Any industrial use, except rendering plants, junk yards, chemical plants, oil storage facilities, cement plants, poultry plants, or foundries, provided that uses which may cause injurious or obnoxious noise, vibrations, smoke, gas, fumes,

odors, dust, fire hazard, or other objectionable conditions shall require a finding by the Lessor that the proposed location, construction, and operation will not injure unduly the other tenants in the Industrial park, either present or future. An enclosure, such as a fence, hedge, or protective screen, shall be required for outdoor storage areas.

b. Wholesaling and Warehousing.

c. Airports and airport-related uses. (Does not include fixed Base Operator).

d. Truck and bus terminals.

e. Restaurants.

f. Service stations (filling stations), as defined in the Gainesville Zoning Ordinance.

g. Farm supply and equipment sales.

h. Business offices.

i. Motels.

M. The maneuvering of trucks and trailers shall be confined in the premises of each establishment. Minimum requirements for off-street loading facilities shall be one loading space at least 12 x 60 feet with a 16-foot height clearance, if covered, for every 10,000 square feet or fraction thereof of floor area, except that all establishments must have a minimum of one 12 x 60 foot space. Loading bays shall be located only on those sides of the building not facing streets and at least twenty-five (25) feet from the nearest right-of-way. Whenever a loading dock is to be located partially or wholly within a building such loading dock and every part thereof shall be located at least twenty-five (25) feet from the nearest right-of-way. The actual depth of such loading dock within the building or structure shall be determined in connection with the building or improvement plans to be approved as provided in Clause IV, Sections A and F.

N. Power used in or developed or obtained for the operation of any establishment within the confines of the area subjected to these restrictions shall be confined to electrical or substantially equivalent type of power using only oil, gasoline, gas or liquid petroleum products or similar combustible materials in its production, or other products which do not produce excessive smoke, odor or fumes.

O. No billboards or advertising signs other than those identifying the name, business and products of the person or firm occupying the premises shall be permitted, except that plaques, directional signs, and a sign offering the premises for sale or lease may be permitted as provided below.

P. Only permanent signs shall be erected, except that temporary signs may be erected during the construction of the building. No banners, pennants, ribbons or similar devices shall be permitted.

The following sign regulations pertain to all buildings unless otherwise specified:

a. A maximum of two signs will be permitted for each industry occupying a building, including any sign which is part of the building's architecture. In multiple unit buildings the same number of signs will be allowed for each industry, provided that on any such building no sign fixed to the wall may extend above the roof or parapet.

b. Signs shall pertain only to the identification of the business conducted within the building and products sold or manufactured, and to the direction of visitors. No pictures or samples will be permitted on a sign except as part of a trademark.

c. The following types of signs will be permitted: horizontal wall signs, otherwise known as belt or face signs, excluding signs painted on the wall itself; plaques attached to the face of the building in proximity to the main entrance and bearing the name or trade-mark of the industry; signs offering the premises for sale or lease.

d. Wall signs shall have a maximum height of four feet; a maximum area of not more than three (3) square feet for each running foot of the face of the building displaying such a sign; and a maximum projection of not more than 12 inches from the face of the building. Plaques shall have a maximum area of eight (8) square feet. Directional signs shall have a maximum area of two (2) square feet. Sale signs shall be as prescribed by the Lessor.

e. Free standing signs are not encouraged but one such sign will be permitted for single occupancy buildings under the following conditions:

1. That the sign be located in the front yard only;
2. That the overall area of the free standing sign will not be in excess of 150 square feet;
3. That the actual site location, height and lighting of the sign be approved by the City Manager and the Federal Aviation Authority;
4. That copy for the sign must conform to requirements stated in Paragraph P sub-paragraph "b" above;
5. Wooden or wooden frame construction is prohibited, and the sign must conform to all other provisions of the City Code.

f. Any spotlight or similar illumination shall be so directed or shielded that the light cannot be seen from the street.

street or from adjacent properties. No animated signs shall be allowed.

Q. Finished or semi-finished products and other materials placed temporarily outside of the plant will be placed on the rear half of the property. Whenever temporary storage of goods, equipment, supplies, and other materials is necessary such open storage area shall be fenced with a screening fence at least five (5) feet in height. All fencing for screening, security or other purpose shall be attractive in appearance and shall be of an all-metal industrial type of galvanized or nonferrous material treated in accordance with the definition "Protective Screening" in paragraph No. 4.

R. No fence, masonry wall, hedge or mass planting shall be permitted to extend beyond the building lines established herein except upon approval in writing by the Lessor.

S. Waste will be disposed of in a properly accepted manner, and no industry that produces industrial sewage will be allowed except upon approval in writing by the Lessor.

T. The Lessee shall agree to execute all easements necessary and reasonable for the further development of the Gainesville Industrial Park. Reference to easements includes those existing for gas, water, sewerage, telephone, entrance and access roads, right-of-ways and electrical lines as set forth in the Park Plan. Any additional easements essential for the further development of the Park shall not exceed a width of fifteen (15) feet above or below the ground.

U. The Lessee herein agrees to commence construction of a building covering at least 100,000 square feet within 90 days of the execution hereof. If, after the expiration of one year from the date of execution of any lease to any site in the Industrial Park, the Lessee thereof shall not have begun in

good faith, with reasonably complete plans to carry through to prompt completion, the construction of an approved building, then the Lessor shall have the option to terminate the lease. The Lessor further reserves the exclusive right to extend the foregoing one-year period for commencement of construction whenever it shall determine that valid reasons exist therefore.

V. Each of the conditions, covenants, restrictions, and reservations set forth above shall continue and be binding upon the Lessee and upon its successors and assigns and upon each of them and all parties and all persons claiming under them for the period of the lease and exercised options.

W. The covenants herein set forth shall run with the land and bind the Lessee, its successors and assigns, and all parties claiming by, through, or under it shall be taken to hold, agree and covenant with the Lessee of said building site, its successors and assigns, and with each of them, to conform to and observe said restrictions as to the use of building sites, and the construction of improvements thereon, but no restrictions herein set forth shall be personally binding on any corporation, person or persons, except in respect to breaches committed during its, his or their leasehold of said land and Lessor or owner of any of the above land shall have the right to sue for and obtain an injunction to prevent the breach of or to enforce the observance of the restrictions above set forth, in addition to ordinary legal action for damages, and the failure of Lessor to enforce any of the restrictions herein set forth at the time of its violation, shall in no event be deemed to be a waiver of the right to do so as to any subsequent violation. The violation of these restrictions shall not defeat nor render invalid the lien or any mortgage (or deed of trust) made in good faith and for value.

X. Invalidation of any one of these covenants or any part thereof by judgments or court order shall in no way affect other provisions which shall remain in full force and effect.

5.1 Lessor's Approvals - Lessor further acknowledges that it is aware of the business of Gainesville Machine Company, Inc., and its proposed use of the leased premises and that the same is not in violation, as such, of any provision of this Lease Agreement.

6. Assignment and Subletting - Lessor hereby agrees that Lessee or its assigns or sub-Lessee may, without the consent of Lessor, convey any interest in the leased premises to any bonafide lending institution to secure debt, provided such conveyance shall in no wise abridge the rights of Lessor under this instrument. Any other transfer or assignment of any other rights of Lessee shall first be approved by Lessor. Sub-tenants or assignees shall become liable directly to Lessor for all obligations of Lessee hereunder, without relieving Lessee of any of its liability. Lessor hereby consents, by its execution hereof to the Sublease from Lessee to Gainesville Machine Company, Inc.

7. Cancellation of Lease by Lessor

Section 1. If, at any time prior to the date fixed as the commencement of the term of this lease, a petition in bankruptcy or insolvency or for reorganization or arrangement or for the appointment of a receiver or trustee of all or a substantial part of Lessee's property is filed in any court by Lessee, or if filed against Lessee, proceedings to vacate same are not commenced within thirty (30) days thereafter and diligently prosecuted, or if Lessee makes an assignment for the benefit of creditors, then, and in any such event, this lease shall be terminated and cancelled and neither Lessee nor any person claiming through Lessee shall be entitled to possession of the demised premises. This provision shall also apply to any Sub-Lessee of Lessee.

arrangement, for the appointment of a receiver or trustee of all or a part of Lessee's property is filed in any court by Lessee, or if filed against Lessee, proceedings to vacate same are not commenced within thirty (30) days thereafter and diligently prosecuted, or if Lessee makes an assignment for the benefit of creditors then and in any such event this lease shall be terminated and cancelled and neither Lessee nor any person claiming through Lessee shall be entitled to possession of the demised premises.

Section 3. If at the date fixed as the commencement of this lease or if at any time during the term of this lease a petition in bankruptcy or insolvency or for reorganization or arrangement or for the appointment of a receiver or trustee of all or a part of Lessee's property is filed in any court by Lessee, or if filed against Lessee, proceedings to vacate same are not commenced within thirty (30) days thereafter and diligently prosecuted or if Lessee makes an assignment for the benefit of creditors then and in any such events this lease at the option of Lessor exercised within a reasonable time after notice of the happening of any one or more of such events may be cancelled and terminated in which event neither Lessee nor any person claiming through or under Lessee by virtue of any statute or of an order of any court shall be entitled to possession or to remain in possession of the premises demised, but shall forthwith quit and surrender the premises and Lessor in addition to the other rights and remedies Lessor had by virtue of any other provision herein or elsewhere in this contained by virtue of any statute or rule of law, may retain any rent or monies received by Lessor from Lessee or others in behalf of Lessee.

Section 4. All the provisions of Sections 1, 2 and 3 of Paragraph 7 just above, entitled "Cancellation of Lease by Lessor," shall apply fully to any sub-Lessee or Assignee hereunder, subject to Section 5 below.

Section 5. Irrespective of the foregoing four sections

and sub-lease the property embraced herein to Gainesville Machine Company, Inc., and that the Lessee herein will assign the within lease and the sub-lease with Gainesville Machine Company, Inc., for security purposes, to the Gainesville National Bank and The Small Business Administration.

In the event of default on the part of the Lessee herein in any of its obligations to Lessor, or in the happening of any of the contingencies contemplated in Sections 1, 2, and 3 above, whereby Lessor would be entitled to cancel and terminate the within lease, such assignees, the Gainesville National Bank and/or The Small Business Administration, or the sub-Lessee, the Gainesville Machine Company, Inc., may, at their option, continue to pay or cause to be paid the rental provided for herein and perform, or cause to be performed, the obligations of the Lessee hereunder, with all the rights and privileges of the Lessee under this Lease. The Lessor shall not terminate or cause the within Lease to be terminated or cancelled for any reason, prior to the final effective term of this lease, with all permissible extensions and renewals, for any act or default of the Lessee, or for the reasons set forth in Sections 1, 2 or 3 above, without first giving the above named assignees and said sub-Lessee an opportunity, after at lease sixty (60) days written notice to them, to cure and correct such default, nor shall Lessor cancel or terminate the Lease at any time during such periods, provided the Lessee and/or said assignees or sub-Lessee, perform and abide by the terms and obligations of the Lessee hereunder.

Should any default of the Lessee hereunder, except as to Sections 1, 2 and 3 above, not be corrected and cured within the sixty (60) day period provided above, then, after the expiration of such period the Lessor may, at its option, terminate the within Lease.

8. Architectural Control Provision - The design of all

9. Lessor's right to assign its leasehold interests -

Lessor shall have the right to sell, transfer or assign any or all of its rights hereunder provided such action on the part of Lessor does not infringe upon or impair the rights of Lessee or its assigns hereunder.

10. Improvements subject to F.A.A. approval - All

structures and improvements placed upon the leased property shall be subject to the approval of the Federal Aviation Administration, which approval shall be obtained by Lessee or its assigns prior to any construction.

11. Lessor's power to enforce covenants - Lessor

shall have the right to enforce any and all the terms of this agreement at law or in equity in any court of competent jurisdiction.

12. Written notice to Lessee - Lessor agrees that,

prior to its assertion of any claimed default by Lessee, Lessor will give Lessee and its assigns fifteen (15) days written notice of any claimed rental arrearages and sixty (60) days written notice of a default as to any of the remaining obligations of Lessee hereunder. The notice

provided herein and any notice required under this Lease Agreement shall be sent by Certified Mail to the following parties at their address shown below:

City Manager, City Hall, 116 Broad Street, N.E.,
Gainesville, Georgia 30501

Gainesville Small Business Development Company,
116 Broad Street, N.E., Gainesville, Georgia 30501

Gainesville National Bank, 340 Green Street, N.W.,
Gainesville, Georgia 30501

Gainesville Machine Company, Inc., Airport
Industrial Park, Gainesville, Georgia 30501

13. Lessor's possession and ownership of improvements at termination of lease - At the termination of this lease all improvements placed on said leased premises shall become the property of Lessor in fee simple, free from any lien or encumbrance whatsoever; except personal property placed thereon for use of Lessee or its assigns. The rights of any sub-Lessee to purchase improvements, if any, shall not be effected hereby.

14. Additional Land - If Lessor shall offer for sale or lease any property adjoining the Leased Premises, it shall notify Lessee and Assignee or Sublessee of its intent to do so as required by the Charter of Lessor.

15. Waiver of Subrogation - Both Lessor and Lessee hereby waive any and all claims, rights, and causes of action against each other, their agents, servants or employees for any loss, cost damage, injury or expense arising out of or in any way relating to the premises which loss, cost, injury or expense is covered by collectible policies of liability, fire, or extended coverage insurance.

16. Attorney's fees - If any rent owing under this lease is collected by or through an attorney-at-law, Lessee agrees to pay 10% thereof as attorney's fees. Lessee waives all rights and exemptions which it may have under any law as against any obligation owing under

otherwise, between the parties not embodied herein shall be of any force or effect. No failure of Lessor to exercise any power given Lessor hereunder, or to insist upon strict compliance by Lessee of any obligations hereunder, and no custom or practice of the parties at variance with the terms hereof shall constitute a waiver of Lessor's right to demand exact compliance with the terms hereof.

18. Recordation - Provided the statutes of the State of Georgia permit the recordation of either a "short-form" or "memorandum" of lease, this Lease Agreement shall not be recorded but either party hereto may record such "short-form" or "memorandum" of lease and, may require the execution of the other party hereto for such purpose.

19. Taxes, Assessments and Charges - The Lessee or its assigns shall, except to the extent same are being contested in good faith, pay, on or prior to the due date, all lawfully assessed real estate taxes and assessments both general and special, charges for utility services, including but not limited to, water, gas, electricity for light and power, garbage, refuse and sewage disposal, imposed or incurred in connection with the use or possession of the Premises.

Lessee or its assigns have the right to contest any tax assessments or charge payable under this provision provided that Lessee hold Lessor harmless, defend and indemnify it against any expense, loss, damage or claim arising out of such contest.

20. Time is of the essence of this agreement.

21. Lessee agrees in the use of this leased property, that it will not on the grounds of race, color or national origin discriminate or permit discrimination against any person or group of persons

in any manner prohibited by 49 CFR part 21, Department of Transportation Regulations.

IN WITNESS WHEREOF the parties have executed these presents under seal in triplicate the day and year first above written.

ATTEST:

City of Gainesville, Georgia (L.S.)
LESSOR

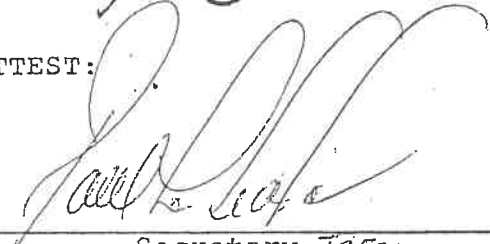

Secretary

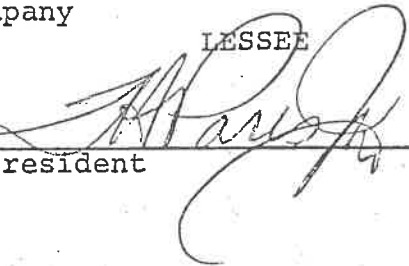
By:  (Seal)
City Manager

ATTEST:

Gainesville Small Business Development
Company

LESSEE


Secretary TREAS

By:  (Seal)
President

Signed, sealed and delivered
as to both parties in the
presence of:

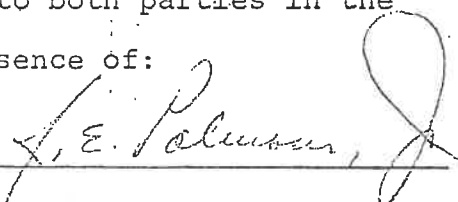
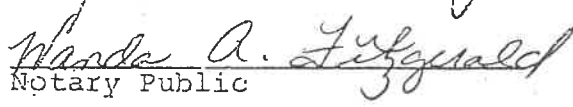


Notary Public

EXHIBIT A:

All those lots, tracts and parcels of land, lying situate and being in the City of Gainesville, Hall County, Georgia, and being Lots A-3 and A-4, Block 1, of the Gainesville Airport Industrial Park, as shown by Tax Map #136 of the City of Gainesville, and being more particularly shown by a plat prepared by John C. Miller, Professional Engineer, Registration Number 1786, of the State of Georgia, dated July, 1973, but revised on September 17, 1973, which revised Plat is recorded in Plat Book 54, page 72 in the Office of the Clerk of the Superior Court of Hall County, Georgia, which Plat is by reference made a part hereof.

As shown by said plat, the subject lots are more particularly described as follows:

BEGINNING at an iron pin corner on the Northwestern side of the Airport Parkway, which iron pin is located North 40° 39' East 33 feet from a catch basin on the Northwestern side of said Airport Parkway being the second such catch basin Southwest of a curve, which is located 600 feet more or less from the intersection of said right of way with the Northern right of way of Ridge Road. Running from said beginning point, North 49 degrees 51 minutes West, 531.50 feet, more or less, to an iron pin; running thence along a line parallel with Runway #22 of the Gainesville Airport and located 300 feet from the centerline of said runway, North 40 degrees 32 minutes East 1133.61 feet, more or less, to an iron pin corner; thence running along the Western right of way of State Route No. 60, South 21 degrees 50 minutes East 601.65 feet, more or less, to an iron pin corner; thence South 40 degrees 39 minutes West 850 feet, more or less, to the beginning iron pin corner.

N 49° 51' W
N 40° 39' E
89° 90'
90° 30'

N 49° 51' W
N 40° 32' E
17.9 60
90° 23
89 37



CITY OF GAINESVILLE

Work Session Agenda Request

Item Created: September 12, 2023
Date Submitted: September 12, 2023
Final Approval Date: September 13, 2023
Presenter: Abb Hayes, City Attorney
Item of Business: Resolution: Quitclaim to Water Line Easement Not Needed for Public Purposes (Ahaluna-Dawsonville Highway Water Reclamation Project)
Meeting Date: September 14, 2023

Purpose of Request:

The purpose of this request is to consider a resolution regarding the quit claim to a water easement.

Facts & Issues / History & Background:

Department Recommendation:

Adopt the resolution.

Department Director:

Bryan Lackey

If funding is involved, are funds approved within the current budget? No

Amount Requested:

Sources of Funds:

Finance Comments:

Administrative Comments:

Attachments:

1. Resolution: Quitclaim to Water Line Easement Not Needed for Public Purposes (Ahaluna-Dawsonville Hwy Water Relocation Project)
2. Exhibit: Ahaluna-Dawsonville Hwy QCD Exhibit 1

RESOLUTION BR-2023-____

**QUITCLAIM TO WATER LINE EASEMENT NOT NEEDED FOR PUBLIC PURPOSES
(AHALUNA-DAWSONVILLE HIGHWAY WATER RECLAMATION PROJECT)**

WHEREAS, pursuant to Charter Section 6.33(B) of the Charter of the City of Gainesville, the governing body of the City of Gainesville, Georgia (the “City”) has considered the Report of the City Manager recommending that a Permanent Water Main Easement and Temporary Construction Easement that was acquired for the Dawsonville Highway Utility Relocation Project by donation from Chattahoochee Baptist Association, LLC and Interface Properties, LLC, dated August 16, 2022, and recorded in Deed Book 9188, Pages 655-659 of the Hall County, Georgia Deed Records (the “Original Easement”) is not needed for public or other purposes, and that the interest of the City has no readily ascertainable value; and

WHEREAS, the governing body for the City desires to implement the Report of the City Manager, and quitclaim the Original Easement to Chattahoochee Baptist Association, LLC and 868 Cumming, LLC (the successor in interest to Interface Properties, LLC).

NOW, THEREFORE, BE IT RESOLVED THAT the governing body for the City of Gainesville by this Resolution does hereby find said Permanent Water Main Easement and Temporary Construction Easement is not needed for public or other purposes, that the interest of the City in said easement has no readily ascertainable value, and does hereby authorize the release of the Original Easement by quitclaim deed to Chattahoochee Baptist Association, LLC and 868 Cumming, LLC (the successor in interest to Interface Properties, LLC) and directs the Mayor, the City Manager and the City Attorney to prepare and execute a quitclaim deed as well as all other such documents that may be necessary to complete the release of the Original Easement to the Chattahoochee Baptist Association, LLC and 868 Cumming, LLC (the successor in interest to Interface Properties, LLC).

Adopted this ____ day of September, 2023.

W. Samuel Couvillon, Mayor

This is to certify that I am City Clerk of the City of Gainesville. As such, I keep its official records, including its minutes. In that capacity, my signature below certifies this resolution was adopted as stated and will be recorded in the official minutes.

ATTEST:

Denise O. Jordan, City Clerk

TLF/llc/T8559/W286737

**REPORT OF CITY MANAGER
PURSUANT TO CHARTER SECTION 6.33 (B)
GAINESVILLE WATER RESOURCES DEPARTMENT
DAWSONVILLE HIGHWAY UTILITY RELOCATION PROJECT**

The undersigned reports that a Permanent Water Main Easement and Temporary Construction Easement was acquired for the above referenced Utility Relocation Project by donation from Chattahoochee Baptist Association, LLC and Interface Properties, LLC, by easement instrument dated August 16, 2022, recorded in Deed Book 9188, Pages 655-659 of the Hall County, Georgia Deed Records, and attached as Exhibit 1 (“the Original Easement”). Said Original Easement was acquired at that time for the purpose of relocating utilities required by the design and construction of the Road Project to improve traffic congestion on SR 53 between Ahaluna Drive and Shallowford Road, P.I. No. 0015702, by the Georgia Department of Transportation (“DOT”). Since the date of the conveyance of the Original Easement, the road design has been changed by the DOT, rendering the Original Easement useless for the purpose for which it was acquired, or for any other public purposes of the City of Gainesville. In order to complete the utility relocation required on Dawsonville Highway, another water line easement in a separate location will be acquired by donation from the current owners (“Replacement Easement”). The Original Easement under consideration in this Report is of no value to the City of Gainesville, is not a type of property that is bought and sold in the open market, and has no readily ascertainable monetary value. The undersigned recommends that a Resolution be adopted authorizing release of the Original Easement by quitclaim deed to Chattahoochee Baptist Association, LLC and 868 Cumming, LLC (successor in interest to Interface Properties, LLC).

This 14th day of September, 2023.

By: _____

Bryan Lackey, Gainesville City Manager

FILED & RECORDED 08/29/2022 3:54 PM
DEED BOOK 9188 PAGES 655 - 659
FILING FEES: \$25.00
RECORDED BY: EAR
CLERK: Charles Baker, C.S.C Hall County, GA



CITY OF GAINESVILLE
DEPARTMENT OF
WATER RESOURCES

757 Queen City Parkway, SW
Gainesville, Georgia 30501-4158
Telephone: (770) 535-6878
Fax: (770) 538-2411
Web Site: www.gainesville.org

Mail original to: City of Gainesville DWR
Attn: Fay Howard
757 Queen City Pkwy.
Gainesville, GA 30501

Dawsonville Hwy Utility Relocation
989 Dawsonville Hwy NW
(Parcel #: 01115 002002E)

PERPETUAL EASEMENT - WATER MAIN

GEORGIA, HALL COUNTY

This conveyance executed this 17th day of August, 2022 that for and in consideration of the benefits to the undersigned of public water service and Ten Dollars & No/100 (\$10.00) in hand paid, receipt of which is acknowledged, the undersigned (hereinafter "Grantor") does hereby grant, sell and convey unto The City of Gainesville, Georgia, its successors and assigns (hereinafter "Grantee"), a perpetual easement for right-of-way and a temporary construction easement for the purpose of laying, constructing and maintaining a water main, across, through and adjacent to the undersigned's real property located in Hall County, Georgia, said easements being described on the plans attached hereto as Exhibit "A", and legal description attached hereto as Exhibit "B" and by reference made a part hereof. Said land is a portion of that tract of land indicated as Tax Map Parcel No. 01115 002002E, said tax map located in the Hall County Tax Assessor's Office in Gainesville, Georgia.

The Grantee shall have the right of ingress and egress on the tract of land shown on Exhibit "A" as Proposed Perpetual Water Main Easement, being 0.131 acres of land in size, and as Proposed Temporary Construction Easement, being 0.079 acres of land in size, for the purpose of constructing, laying, operating, maintaining, improving, renewing, and overlaying continuously said City of Gainesville water main upon and under said property; together with the right at all times to enter upon said lands for the purpose of inspecting said water main and making repairs, alterations and extensions thereon, there under, thereto and there from; together with the right to cut away and keep clear of said water mains all trees and other obstructions that may now or hereafter in any way interfere or be likely to interfere with the proper operation of said water mains; also the right of ingress and egress over lands of the Grantor to and from said lines; and shall exercise reasonable diligence in doing necessary work in connection therewith so as to avoid damaging Grantor's property.

Said temporary construction easement shall expire upon the completion and acceptance of the water main by the City of Gainesville and commencement of the operation of the water main.

Except as noted herein with respect to installation of sign(s) within the perpetual easement area. In the event Grantee causes any damage to Grantor's property in the exercise of Grantee's rights hereunder, Grantee shall restore Grantor's property to as close to the pre-damage state as possible.

Grantor and/or its tenants may install sign(s) within the prescribed easement area, provided all sign(s) are approved and permitted through the City of Gainesville in accordance with all applicable local and state regulations, including, but not limited to, the Gainesville, Georgia Unified Land Development Code/Article 9-18 - Signs and Advertising Devices, and provided Grantor and/or its tenants make reasonable efforts to protect the underlying water main through design and construction of said sign(s), including, but not limited to: avoiding placement of load

EXHIBIT 1



CITY OF GAINESVILLE

DEPARTMENT OF
WATER RESOURCES

757 Queen City Parkway, SW
Gainesville, Georgia 30501-4358
Telephone: (770) 535-6878
Fax: (770) 538-2411
Web Site: www.gainesville.org

Mail original to: City of Gainesville DWR
Attn: Fay Howard
757 Queen City Pkwy.
Gainesville, GA 30501

Dawsonville Hwy Utility Relocation
989 Dawsonville Hwy NW
(Parcel # 01115 002002E)

bearing foundation(s) directly, vertically above water main; maintaining minimum of two (2) feet vertical separation between top of water main and bottom of foundation(s); providing professional engineering calculations verifying sign structure(s) will not adversely impact water main and its appurtenances; and coordinating design and installation of sign(s) with City of Gainesville Department of Water Resources Engineering staff to address unforeseen concerns not noted above. Grantor agrees to fully accept financial and physical responsibility for removal and replacement of sign(s) installed within the herein referenced easement, in the event required water main maintenance and/or water main operation is not otherwise reasonably possible without removal of said sign(s). Grantor agrees to accept financial responsibility for any damages to water main if determined by City Engineers to be the result of design and/or construction of said sign(s).

The easement granted shall inure to the benefit of and be binding on the Grantee and Grantor and their respective heirs, legal representatives, successors and assigns.

The undersigned does not convey any property, but merely grants the rights, privileges and easements herein before set out; however, undersigned warrants that he or she has title to said lands and is authorized to convey the within easement.

Grantor has the right to use said lands for purposes not inconsistent with the rights hereby granted, provided such use shall not injure or interfere with the proper operation, maintenance, repair, or extensions or additions to the water main, and provided further that no buildings or structures not referenced within this easement, shall be erected on said easements and the Grantor shall not obstruct or otherwise interfere with any of the rights granted to the Grantees herein.

The Grantee shall not be liable for, or bound by any statement, agreement or understanding not herein expressed.

IN WITNESS WHEREOF, the undersigned hereto set his/her hand and seal the day and year above written.

Sworn to and subscribed before me
this 17th day of August, 2022
in the presence of:

[Signature]

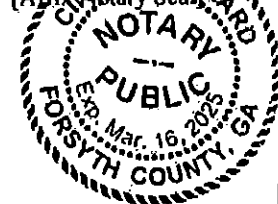
Witness

Angie E. Ballard

Notary Public

My Commission Expires:

[Affix Notary Seal]



The Chattahoochee Baptist Association, Inc.

By: [Signature]
Dr. Jojo Thomas, CEO

Attested by: [Signature]
Joan Walker, Secretary

[Additional Signatures on Following Page]

EXHIBIT 1



CITY OF GAINESVILLE
•
DEPARTMENT OF
WATER RESOURCES
•

757 Queen City Parkway, SW
Gainesville, Georgia 30501-4358
Telephone: (770) 535-6878
Fax: (770) 538-2411
Web Site: www.gainesville.org

Mail original to: City of Gainesville DWR
Attn: Fay Howard
757 Queen City Pkwy.
Gainesville, GA 30501

Dawsonville Hwy Utility Relocation
989 Dawsonville Hwy NW
(Parcel # 01115 002002E)

Sworn to and subscribed before me
this 16 day of August, 2022
in the presence of:

Witness

Kathleen Redpath

Notary Public

My Commission Expires: 11/2/23
[Affix Notary Seal]

Interface Properties, LLC, a Florida LLC

By: Kenneth J. Goodman
Kenneth J. Goodman, Manager



EXHIBIT 1

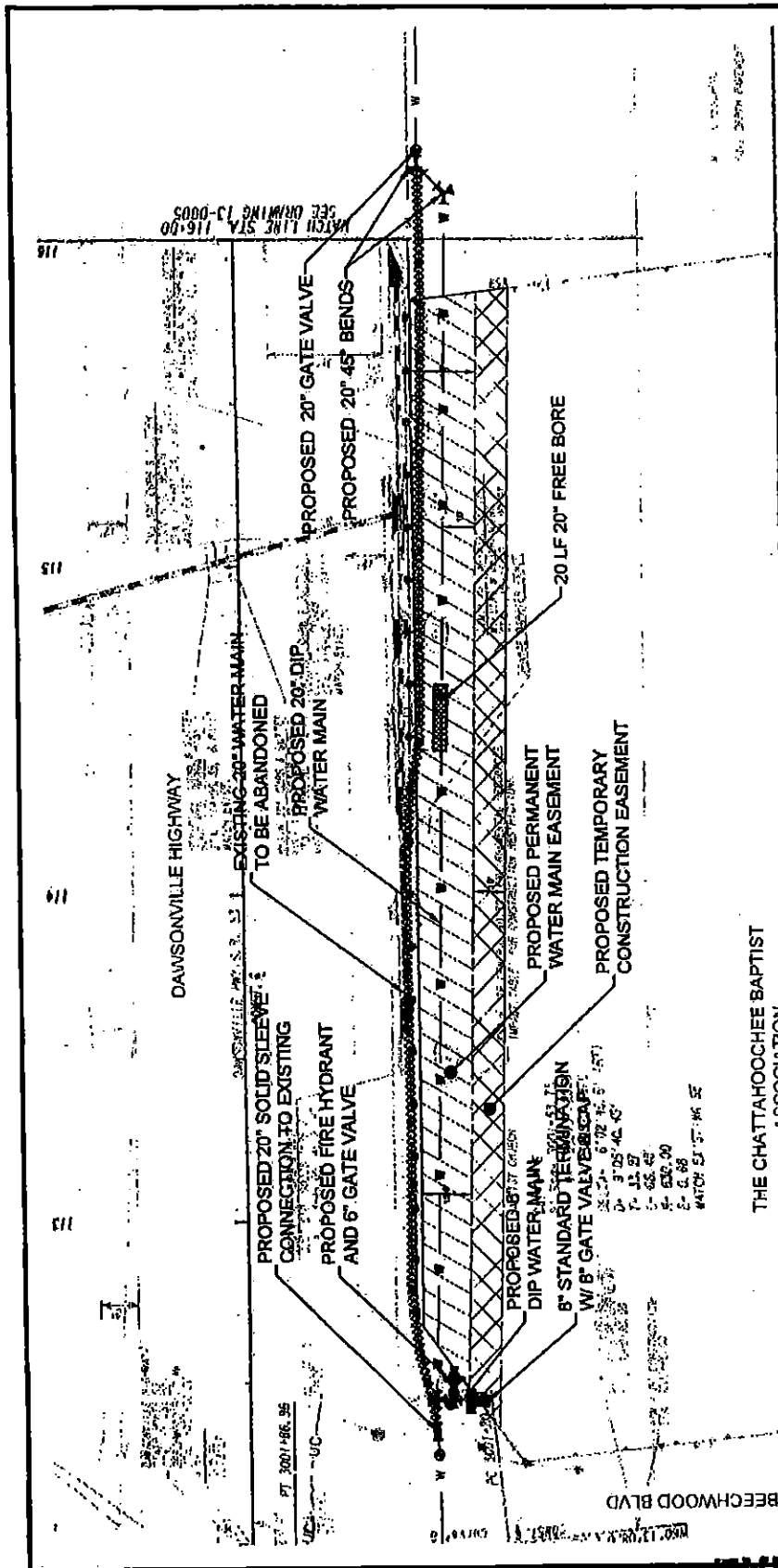
EXHIBIT "B"

LEGAL DESCRIPTION

Ms. Joan Walker, Registered Agent
Tax Map Parcel No, 01115 002002E

Said perpetual easement being approximately 20 foot +/- in width and being 0.131 acres of land shown on Exhibit "A", dated June, 2022, over and across that tract or tracts of land lying and being in Hall County, Georgia, said tract or tracts of land being more particularly described as The Chattahoochee Baptist Association, Inc. by the Deed of Gift from Broadway Baptist Church aka Trinity Baptist Church of Gainesville, Georgia, Inc. dated June 9, 2021, recorded in Deed Book 8843, Pages 730-732, Hall County, Georgia Records, the legal description in said deed being incorporated herein and made a part hereof by reference.

EXHIBIT 1



THE CHATTAHOOCHEE BAPTIST ASSOCIATION

999 DAWSONVILLE HWY NW
PARCEL# 01115 002002E

THE CHATTAHOOCHEE BAPTIST ASSOCIATION

DAWSONVILLE HWY UTILITY RELOCATION PROJECT

EXHIBIT "A"



TEMPORARY CONSTRUCTION EASEMENT
AREA: 3.428 SF OR 0.078 AC
PARCEL #: 01115 002002E

PERMANENT WATER MAIN EASEMENT
AREA: 5.707 SF OR 0.131 AC
PARCEL #: 01115 002002E

SCALE: 1" = 30'

DATE: JUNE 28, 2022

GAINESVILLE WATER RESOURCES

EXHIBIT