

**INTERGOVERNMENTAL AGREEMENT BETWEEN PIKE COUNTY, GEORGIA
AND THE DEVELOPMENT AUTHORITY OF PIKE COUNTY**

This **INTERGOVERNMENTAL AGREEMENT** (hereinafter the “**Agreement**”), by and among Pike County, Georgia (hereinafter “**County**”) and the Development Authority of Pike County (hereinafter “**Authority**”) (the County and the Authority also referred to as a “**Party**” or the “**Parties**”), is agreed upon and entered into this ____ day of _____, 2023.

WITNESSETH:

WHEREAS, the County constitutes a political subdivision of the State of Georgia (the “**State**”) and is permitted by Article IX, Section III, Paragraph I (the “**Intergovernmental Contracts Clause**”) of the Constitution of the State of Georgia of 1983, as amended, to contract with any public agency, public corporation or public authority of the State for any period not exceeding fifty years for joint services, for the provision of services, or for the joint or separate use of facilities or equipment, provided such contracts deal with activities, services or facilities the contracting parties are authorized by law to undertake or provide;

WHEREAS, the County is permitted to pay for such activities, services, or facilities or to pay the cost of such services, or to pay the costs of such acquisition, construction, equipping, modernization, or repairs of such facilities in accordance with the terms of any such contract and to pay the same from revenues derived from any source and, if necessary, to levy and collect ad valorem property taxes for such purpose;

WHEREAS, the Authority was enacted by a resolution (the “**Enacting Resolution**”) of the Board of Commissioners of the County filed with the office of the Secretary of State on the 15th day of May, 1978;

WHEREAS, the Enacting Resolution was approved under and pursuant to the Development Authorities Law (Ga. Laws 1969, page 137, as amended) and, as a result, the Authority has all of the powers granted to development authorities under such body of law including the power to enter into this Agreement with the County pursuant to the Intergovernmental Contracts Clause;

WHEREAS, LDO Pike, LLC desires to sell to the County that certain 238.597 ± acre parcel of property located on County Farm Road, Zebulon, Pike County, Georgia, being Tax Parcels 066-005 (hereinafter the “**Property**”), with said description of the Property being identified on that certain plat of survey dated February 25, 2003, and recorded in the records of the Clerk of the Superior Court of Pike County at Plat Book 21, Page 28, with a complete description of the Property hereto, marked Exhibit A, and incorporated herein by this reference;

WHEREAS, the County desires for the Authority on behalf of the County to acquire the Property, to subsequently convey a portion of the Property to the County, and hold and market the remaining Property to potential purchaser(s) that would likely create additional investment and jobs; and

WHEREAS, the purpose of this Agreement is to describe the Property and various details relating to its acquisition to enable the Parties to carry out their respective responsibilities in an effective and efficient manner.

THEREFORE, IN WITNESS WHEREOF, and in consideration of the foregoing premises, the Parties enter into this Agreement and agree as follows:

1. **Recitals and Premises a Part of Agreement.** The County and the Authority hereby agree that the foregoing recitals and premises shall constitute a substantive part of this Agreement.

2. **Term.** The term of this Agreement shall commence with the execution and delivery hereof and shall extend for fifty (50) years. The Parties shall meet within a reasonable time in advance of the expiration date of the initial term of this Agreement to consider its renewal; provided, however, that this Agreement shall automatically terminate when the Bonds (defined herein) are paid in full.

3. **Agreements Regarding the Property.**

a. *Acquisition of the Property.* The County requests and directs the Authority to enter into that certain Purchase and Sale Agreement (the “**Purchase Contract**”) for purchase of the Property. During the pendency of the Purchase Contract, the County will be responsible for conducting all due diligence regarding the acquisition of the Property and will direct the Authority in writing as to whether or not to proceed with closing. If the County directs the Authority to close on the acquisition of the Property, the Authority will hold title to the Property pending the County’s subsequent acquisition of the County Portion (defined below). If the County directs the Authority in writing to terminate the Purchase Contract, the Authority shall do so, and the County shall provide to the Authority any funds necessary.

b. *County Portion.* Following the initial acquisition of the Property by the Authority, the Authority will convey to the County a portion of the Property equal to approximately thirty (30) acres (the “**County Portion**”). The County will determine the precise location and size of the County Portion. Once the County has determined the size and location of the County Portion, the County will prepare appropriate conveyance documents to complete the conveyance and remit to the Authority a purchase price equal to the pro rata value of the County Portion. Until the County Portion is conveyed to the County by the Authority, the Authority will hold the Property in trust pending the County’s due diligence investigation and acquisition of the County Portion. Following the Authority’s conveyance of the County Portion, the Authority shall begin marketing the Property.

c. **Title to the Property.** The Authority will not, without prior County approval, take any action to pledge the Property as security or collateral for any indebtedness or enter into any agreement or assume any obligation that impedes or encumbers the alienability or free transfer of the Property or good and marketable title thereto, including but not limited to any action to create or enter into any liens, operating agreements, management contracts, use agreements, leases, liens, deeds to secure debt or security deeds related to the Property. The Authority hereby agrees that it will not create or enter into any liens, operating agreements, management contracts, use

agreements, leases, liens, deeds to secure debt or security deeds related to the Property whatsoever without prior County approval.

4. **Marketing the Property.** Following the Authority's conveyance of the County Portion to the County, the Authority shall begin marketing the Property to potential purchaser(s) that will likely create investment and jobs. The Authority will collaborate with the County regarding any potential purchaser identified and the parties shall work in good faith to attract the most impactful purchaser (or purchasers) to acquire the balance of the Property. The County shall approve the sale of any portion of the Property.

5. **Sale of Remaining Property.** After the Authority's conveyance of the County Portion contemplated herein, and upon the sale of any portion of the remaining Property by the Authority, the Authority shall first use the proceeds from such sale to pay any outstanding principal and / or interest on the Bonds. If the Bonds have been paid in full, the Authority shall retain 10% of the proceeds of the sale of the Property and remit the balance to the County.

6. **Request to Issue Bonds; Application of Bond Proceeds.** The County requests that the Authority issue its revenue bonds in an amount sufficient (the "Bonds") to acquire the Property under the terms of the Purchase Contract plus pay any costs associated with acquiring the Property and issuing the Bonds. The Bonds will be payable first from proceeds received by the Authority from selling portions of the Property and second from a pledge of the County's full faith and credit. The Bonds will be issued under a Bond Resolution of the Authority and secured by an Intergovernmental Agreement between the Authority and the County, each of which will be approved pursuant to subsequent actions of the governing body of the Authority and the County. The County's bond counsel (Butler Snow LLP), with the assistance of the County Attorney, shall prepare the documentation necessary to close the issuance of the Bonds.

7. **Source of Funds for County's Payment Obligations; Limitations on Additional Contracts.** The obligation of the County to make payments under this Agreement shall constitute a general obligation of the County, payable out of any funds lawfully available to it for such purpose from whatever source derived (including general funds). Nothing herein contained, however, shall be construed as limiting the right of the County to make the payments called for by this Agreement out of any funds lawfully available to it for such purpose, from whatever source derived (including general funds).

8. **Limited and Nonrecourse Obligation of the Authority.** Notwithstanding any other provision of this Agreement to the contrary, the Authority shall incur no pecuniary liability under this Agreement, and no recourse shall be had against, and the Authority shall in no way be obligated to expend, any funds of the Authority other than those funds made available to it by the County pursuant to the provisions of this Agreement. Without limiting the generality of the foregoing, no recourse shall be had by any party hereto or otherwise against the Authority's other revenues and assets unrelated to this Agreement or Property and the amounts received by the Authority from any other source whatsoever, including without limitation amounts received by the Authority from the County pursuant to other intergovernmental agreements not relating to this Agreement or the Property.

9. **Amendments.** The Authority shall not alter or amend the Purchase Contract without the County's express written consent.

10. **Communications.** The County shall provide to the Authority information regarding the facilities subject to this Agreement that will allow the Authority to reasonably ascertain the status of such facilities and the resources (financial or otherwise) that the County needs available to assist the Authority in its operations and maintenance plans thereof.

11. **Compliance with Applicable Law.** The County and the Authority shall comply with federal, state and local laws. This Agreement shall be governed by the laws of the State of Georgia. The Parties agree that jurisdiction and venue for any dispute arising under this Agreement shall be in any state or federal court of competent jurisdiction located in Bibb County, Georgia.

12. **Indemnification of the Authority.** The County shall defend, indemnify, and hold harmless the Authority, its officers, employees, agents, attorneys, consultants, and independent contractors, except as to intentional wrongful acts and gross negligence, from and against all liabilities, special, incidental, consequential, punitive, and all other cost and expense (including reasonable attorney's fees) arising out of or in connection with this Agreement.

13. **Indemnification of the County.** The Authority shall defend, indemnify, and hold harmless the County, its officers, employees, agents, attorneys, consultants, and independent contractors, except as to intentional wrongful acts and gross negligence, from and against all liabilities, special, incidental, consequential, punitive, and all other cost and expense (including reasonable attorney's fees) arising out of or in connection with this Agreement.

14. **Non-Assignable.** Neither Party shall assign any obligation it incurs in this Agreement without the written consent of the other Party.

15. **Entire Agreement.** This Intergovernmental Agreement expresses the entire understanding and all agreements between the Parties hereto.

16. **Counterparts.** This Intergovernmental Agreement may be executed in several counterparts, each of which shall be an original, and all of which shall constitute but one and the same instrument.

17. **Severability.** Should any part of this Agreement be invalidated or otherwise rendered null and void, the remainder of this Agreement shall remain in full force and effect.

(Signatures on Next Page)

WHEREFORE, the Parties, having read and understood the terms of this Agreement, do hereby agree to such terms by the execution of the signatures below.

PIKE COUNTY, GEORGIA

By: _____
Name: _____
Title: _____
Date: _____

(SEAL)

Attest: _____
Name: _____
Title: _____
Date: _____

DEVELOPMENT AUTHORITY OF PIKE COUNTY

By: _____
Name: _____
Title: _____
Date: _____

(SEAL)

Attest: _____
Name: _____
Title: _____
Date: _____

EXHIBIT A

Tax Parcel 066 005

All that tract or parcel of land containing 238.597 acres, more or less, lying and being in Land Lot 14, 226, 227, 254 & 255 of the 8th & 9th Land District of Pike County, Georgia, and being more particularly shown and designated as TRACT III – 238.597 ACRES according to that certain plat of survey entitled “Brent Scarbrough”, dated February 25, 2003, prepared by Larry C. Shimshick, Georgia Registered Professional Land Surveyor #2343, a copy of which said plat is recorded in Plat Book 21, Page 28, Clerk’s Office, Superior Court, Pike County, Georgia, and which said plat, together with the metes, bounds, courses and distances as shown thereon with respect to the said 238.597 acres, is by this reference incorporated herein in aid of this description as fully as if copied at length herein.

Deed Reference: Deed Book 1395, Pages 1-4 and Deed Book 1395, Pages 5-8