

STATE OF GEORGIA,
COUNTY OF SPALDING.

**THIRD AMENDMENT
TO THE
INTERGOVERNMENTAL CONTRACT
BETWEEN THE CITY OF GRIFFIN
AND
THREE RIVERS REGIONAL COMMISSION
Formerly McINTOSH TRAIL REGIONAL DEVELOPMENT CENTER**

THIS AGREEMENT, made and entered this ____ day of August, 2015, by and between the CITY OF GRIFFIN, GEORGIA (hereinafter the "City") and the THREE RIVERS REGIONAL COMMISSION, as successor in interest to the McINTOSH TRAIL REGIONAL DEVELOPMENT CENTER (hereinafter "Commission"), constitutes the third amendment to the original intergovernmental agreement, entered April 25, 1996, as first amended July 25, 1996 and as second amended June ___, 1997, provides as follows:

WHEREAS, said Agreement, as amended, provides a term of July 1, 1997 through and to include June 30, 2017, at a base rental of \$30,000.00 per year, and at the conclusion of the rental term, the Commission shall have the right purchase the building, located at 120 N. Hill Street, Griffin, Georgia, for the sum or \$1.00;

WHEREAS, in addition to the base rent, the Commission agreed and is obligated to pay, as additional rent, all normal maintenance of the premises and utilities; and

WHEREAS, the Commission desiresto make certain substantial improvements to the structure, to which the City consents;

THEREFORE, in consideration of the mutual promises herein made, the parties agree as follows:

1. The Term of this agreement is hereby amended to end and conclude on June 30, 2016; provided, the Commission makes, at its sole expense, all improvements heretofore discussed (including structural modifications), and holds the City harmless from any responsibility to perform future maintenance, or make any repairs or improvements to said structure through and to include June 30, 2016. The Commission hereby waives all warranties or claims of the structure's habitability or fitness for the purpose for which it has been used and devoted under this Agreement, whether express or implied.

2. Upon receipt of good and valuable consideration in the sum of \$1.00 on or after July 1, 2016, the City shall convey marketable title to the building and land to the Commission in fee simple. Said building shall be sold "as is", without warranties, express or implied, except as to title.
3. Except as modified herein, the parties ratify that the provisions, terms, and conditions of the original intergovernment agreement shall remain in full force and effect.

Executed the day and year above written.

CITY OF GRIFFIN, GEORGIA

By: _____
Douglas S. Hollberg
Chairperson

Attest: _____
Kenny L. Smith, Secretary

(SEAL)

THREE RIVERS REGIONAL COMMISSION

By: _____
Lanier E. Boatwright
Executive Director

Attest: _____
Peggi Tingle
Administrative Services Director

(SEAL)