

UPON RECORDING RETURN TO:

Jody Charles Campbell
BLUM & CAMPBELL, LLC
3000 Langford, Bldg. 100
Lawrenceville, Georgia 30071

Gwinnett County Parcel ID No.
R5145 055; R5145 056; R5145 058;
R5145 059; R5145 060; R5145 065;
R5145 066; R5145 067; R5145 255;
R5146C011; R5146C012; R5146C013;
R5146C014

DEVELOPMENT AGREEMENT

THIS DEVELOPMENT AGREEMENT (this "**Agreement**") is made and entered into as of the "Effective Date" (as defined in Section 12 hereof), by and among **THE CITY OF LAWRENCEVILLE**, Georgia (the "City") and **NORTH DTL CC PH1, LLC**, a Georgia limited liability company ("Developer") (the City and Developer are sometimes referred to herein individually as a "Party" or collectively as the "Parties").

RECITALS

A. Developer is, as of the Effective Date hereof, the contract purchaser of certain real property located and lying within the municipal limits of the City, containing approximately 7.935 acres, more or less, as more particularly described in **Exhibit "A"** attached hereto and made a part hereof by this reference (the "Development Property"). Developer intends to develop and construct on the Development Property a residential project consisting of approximately 102 housing units (the "Intended Residential Development").

B. The Intended Residential Development is generally depicted on that certain conceptual site plan attached hereto as **Exhibit "A-1"** and made a part hereof by this reference (the "Intended Residential Development Site Plan").

C. A portion of the Intended Residential Development requires Developer to reconfigure and/or relocate portions of existing Road Right-of-Way known as North Clayton Street and certain Stormwater Infrastructure along Grizzly Parkway, North Clayton Connector Road and Maddox Street, and to construct and dedicate at no cost to the City the relocated right of way and public infrastructure improvements.

D. The City has granted conditional approval of Developer's rezoning applications designated ZON-ORD-2024-18, ZON-ORD-2025-20 and ZON-ORD-2025-30 approving the Intended Residential Development including the Intended Residential Development Site Plan.

E. In order to facilitate the Intended Residential Development, the City has agreed to provide certain entitlements, abandonments, easements, licenses, and authorizations to Developer as more thoroughly outlined herein.

NOW, THEREFORE, in consideration of the foregoing recitals, mutual covenants contained herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the City and Developer agree as follows:

1. Purpose/Definitions. The purpose of this Agreement is described in the Recitals and said Recitals are incorporated herein by reference. Additionally, the following capitalized terms used in this Agreement have the respective meanings assigned to them below:

"Applicable Legal Requirements" means, collectively, all laws, rules, statutes, ordinances, regulations and codes of any governmental or quasi-governmental body, authority, department or agency, including, but not limited to, the terms of all permits and other governmental approvals required to legally carry out and complete the work which is the subject of this Agreement or any portion thereof.

"Development Approval" means any written authorization, such as issuance of a building permit, approval for grading or site development, or other forms of official action required by local law or regulation, which authorizes the commencement of construction.

"North Clayton Street Abandonment Area" the area consisting of the existing right-of-way area of North Clayton Street located to the southwest of the North Clayton Street Abandonment Point and designated as "R/W TO BE ABANDONED" as shown on Page 3 of 3 the North DTL Plat

"North Clayton Street Abandonment Point means the 1" Open Top Pipe located at the following point:

Beginning at a Parker Kalon Survey Nail set in the center of the right of way of North Clayton Street (40' R/W) at the intersection with the North Clayton Connector Road (75' R/W); traveling thence South 50 degrees, 44 minutes, 26 seconds West a distance of 50.72 feet to a ½" rebar with cap located on the northwestern side the right of way of North Clayton Street (40' R/W), said point being the POINT OF BEGINNING; traveling thence South 27 degrees, 6 minutes, 46 seconds, West a distance of 23.95 feet to a ½' rebar; traveling thence South 26 degrees, 59 minutes, 42 seconds West a distance of 273.49 feet to a 1" solid steel rod; traveling thence South 26 degrees, 45 minutes, 41 seconds West a distance of 30.00 feet to an iron pin set; traveling thence South 26 degrees, 45 minutes, 41 seconds East a distance of 156.78 feet to an open top pipe said open top pipe being the North Clayton Street Abandonment Point.

Said point being shown on Page 3 of 3 of the North DTL Plat

“North DTL Plat” means the “Recombination Plat for Lawrenceville Quad” prepared by Benjamin L. Drerup, GPLS No. 3162, last revised June 13, 2025 a true and correct copy of which is attached hereto as **Exhibit “B”** and made a part hereof by this reference.

“Stormwater Infrastructure” means any piped systems, detention basins, ditches, canals, channels, bioponds, and roadway conveyance systems owned or operated by the City.

“Road Right-of-Way” means land designated for public use, such as for streets, sidewalks, alleys, or public pathways, which is owned or controlled by the City including any improvements located thereon such as roads, curb, and gutter.

2. ROAD RIGHT-OF-WAY EXCHANGE. Upon assemblage and acquisition of the Development Property, Developer will own all real property located adjacent to the North Clayton Street Abandonment Area. Moreover, the approved Intended Residential Development Site Plan includes the construction of single-family housing units on the North Clayton Street Abandonment Area and reconfiguration and relocation of the North Clayton Street Road Right-of-Way. In order to facilitate the completion of the Intended Residential Development Site Plan, the City agrees that upon Developer’s assemblage and acquisition of the Development Property, and receipt of a written request by the Developer to abandon the North Clayton Street Abandonment Area, the City will place a Resolution of Abandonment of the North Clayton Street Abandonment Area on the agenda of its next regularly scheduled meeting which is at least ten (10) days from the receipt of the request and not more than forty-five (45) days after receipt of the request. Any written request must be accompanied by a detailed survey prepared by a registered Georgia Land Surveyor showing the metes and bounds and total acreage of the North Clayton Street Abandonment Area. The City further agrees that following abandonment of the North Clayton Street Abandonment Area, the City shall convey fee simple title to North Clayton Street Abandonment Area to Developer. in exchange for the Developer dedicating and conveying to the City the reconfigured and relocated North Clayton Street Road Right-of-Way in substantially the same form as shown on the Intended Residential Development Site Plan and approved by the City Manager. Said exchange of property is made pursuant to O.C.G.A. § 32-3-3(b) and shall be memorialized by a written agreement subject to final approval by the Lawrenceville City Council in a public meeting.

3. EASEMENTS AND ENCROACHMENT AUTHORIZATIONS. During the development of the Intended Residential Development, the City grants to Developer a temporary easement and license to enter upon and make changes to the City’s Road Right-of-Way and Stormwater Infrastructure located within and adjacent to the Development Property subject to the written approval of the City Manager. Developer agrees to submit written plans of all proposed modifications, alterations, connections to, or other improvements impacting the City’s Road Right-of-Way or Stormwater Infrastructure prior to commencement of any work or encroachment. The City shall review all plans and provide written approval or rejection of the same within a reasonable time not to exceed sixty (60) days. Upon issuance of a certificate of occupancy for the final residential unit of the Intended Residential Development, the rights, easements, and licenses

granted herein shall terminate without further notice required. Developer agrees to execute any and all documents requested by the City to memorialize the termination of this Section including but not limited to an agreement for the property owner or the mandatory homeowner's association to maintain any drainage structures located on private property and a dedication of all improvements located in the public right of way along with an indemnification agreement indemnifying the City for all work done by the Developer on City right of way.

4. COUNTERPARTS; SEVERABILITY; SIGNATURES. This Agreement may be executed in multiple counterparts and on separate counterparts, each of which shall be deemed to be an original and all of which shall together constitute one and the same agreement. If any term or provision of this Agreement or the application thereof to any person or circumstance shall for any reason and to any extent be held to be invalid or unenforceable, then such term or provision shall be ignored, and to the maximum extent possible, this Agreement shall continue in full force and effect, but without giving effect to such term or provision.

5. ATTORNEYS' FEES. If any action is brought by a Party to this Agreement against another Party, relating to or arising out of this Agreement, the transaction described herein or the enforcement hereof, the prevailing Party shall be entitled to recover from such the other Party reasonable attorneys' fees actually incurred, costs and expenses incurred in connection with the prosecution or defense of such action. The provisions of this Section 5 shall survive the entry of any judgment, and shall not merge, or be deemed to have merged, into any judgment.

6. GOVERNING LAW. This Agreement shall be governed and construed in accordance with the laws of the State of Georgia.

7. TIME. Time is of the essence of this Agreement and each and every provision contained herein.

8. AUTHORITY. Each Party certifies to the other as follows:

(a) Organization. It is duly organized, validly existing and in good standing under the laws of its state of organization, and, as applicable, duly qualified to do business in the State of Georgia; and

(b) Authorization. It is authorized by all required corporate, limited liability company, partnership or municipal action to enter into this Agreement and the individual(s) signing this Agreement on behalf of such Party are each authorized to bind such Party.

9. ASSIGNMENT. Neither Party to this Agreement shall assign or in any manner sell or transfer any of its rights or interest in this Agreement without the prior written consent of the other Party. Notwithstanding the foregoing, Developer shall have the right, without the consent of the City, to assign this Agreement to an entity controlled by, affiliated with, related to, or under common control with Developer, without the consent of the City, whereupon Developer shall be released from its obligations hereunder provided that the assignee assumes in writing all of Developer's obligations under this Agreement. The rights created, granted, and established in this Agreement do not, and are not intended to, and shall not be construed to create any third-party

beneficiary rights in favor of any parties other than the Parties or any easement, right, or privilege for the benefit of the general public.

10. **NO WAIVER.** Neither the failure of any Party to exercise any power or right given such Party hereunder or to insist upon strict compliance by any other Party with its obligations hereunder, nor any custom or practice of the parties at variance with the terms hereof, shall constitute a waiver of each Party's right to demand exact compliance with the terms hereof.

11. **NOTICES.** All notices, consents, requests, reports, demands or other communications hereunder (collectively, "**Notices**") shall be in writing and may be given personally, by registered or certified mail, by electronic mail, by courier, or by Federal Express (or other reputable overnight delivery service) for overnight delivery, as follows:

Owner: North DTL CC Ph1, LLC
2494 Jett Ferry Road, Ste 201
Dunwoody, Georgia 30338
Attn: Ty White
Email: ty.white@peachlandhomes.com

Copy to: Jody Charles Campbell
Blum & Campbell, LLC
3000 Langford Road, Bldg. 100
Peachtree Corners, GA 30071
Email: jody@blumcampbell.com

The City: The City of Lawrenceville, Georgia
Attn: City Administrator
70 S Clayton Street
P.O. Box 2200
Lawrenceville, GA 30046
Email: chuck.warbington@lawrencevillega.org

Copy to: V. Lee Thompson, Jr. and Frank Hartley
Pereira, Kirby, Kensinger & Nguyen, LLP
690 Longleaf Drive
Lawrenceville, GA 30046
Email: lthompson@pkknlaw.com and fhartley@pkknlaw.com

or to such other address or such other person (in each instance, so long as located in the United States of America) as the addressee party shall have last designated by Notice to the other party. Each Notice shall be deemed to have been delivered, given, and received for all purposes as of the date so delivered, at the applicable address (so long as delivery is evidenced by the customary courier or U.S. mail receipt); provided that (a) Notices received on a day that is not a business day shall be deemed received on the next business day and (b) Notices by electronic mail shall be deemed delivered on the date sent to the e-mail of the intended recipient as set forth in this Agreement (as evidenced by the recipient's acknowledgement of receipt and by the absence of a

delivery failure message in the sender's "inbox") if sent or transmitted prior to 5:00 p.m. Eastern Standard time, or otherwise on the next succeeding business day. Notice to a party shall not be effective unless and until each required copy of such Notice specified above (or as the parties may from time to time specify by notice in accordance with this Section) is given. The inability to deliver a Notice because of a changed address of which no Notice was given, or any rejection or other refusal to accept any Notice, shall be deemed to be the receipt of the Notice as of the date of such inability to deliver or rejection or refusal to accept. Any telephone numbers set forth above are provided for convenience only and shall not alter the manner of giving Notice set forth in this Section. Any Notice to be given by any party hereto may be given by legal counsel for such party. Notwithstanding the foregoing, if no email address is provided for a party above, then the date for delivery shall be extended by the number of days to effectuate alternate delivery of Notice so long as the Notice was transmitted on the date due.

12. EFFECTIVE DATE; TERMINATION. As used herein, the term "Effective Date" shall mean the date on which this Agreement is signed in recordable form on behalf of the City and Developer. Notwithstanding anything herein to the contrary, the Parties mutually agree that this Agreement may be terminated by either Party and become null and void and of no force or effect if the City of Lawrenceville Downtown Development Authority (DDA) acquires the Development Property pursuant to any repurchase rights contained in any other agreement between Developer and the DDA, in which event the Parties shall, upon the request of either Party, execute and record in the Gwinnett County, Georgia land records a notice of termination of this Agreement, and, thereafter, neither Party shall have any further rights or obligations hereunder.

IN WITNESS WHEREOF, the undersigned City and Developer have caused this Agreement to be duly executed under seal by their duly authorized representatives as of the date hereof.

DEVELOPER: **NORTH DTL CC PH1, LLC,** a
 Georgia limited liability company

By: _____(SEAL)
 _____, as its Manager

Date: _____

Signed, sealed, and delivered
in the presence of:

WITNESS

NOTARY PUBLIC

My Commission Expires:

[AFFIX NOTARY SEAL]

[SIGNATURES CONTINUE ON FOLLOWING PAGE]

**CITY: THE CITY OF LAWRENCEVILLE,
GEORGIA,** a Georgia municipal
corporation

By: _____(SEAL)
David Still, Mayor

Attest: _____
Karen Pierce, City Clerk

[SEAL]

Date: _____

Signed, sealed, and delivered
in the presence of:

WITNESS

NOTARY PUBLIC

My Commission Expires:

[AFFIX NOTARY SEAL]

Approved as to form:

City Attorney

EXHIBIT A

DESCRIPTION OF DEVELOPMENT PROPERTY

Tract 1:

ALL THAT TRACT OR PARCEL OF LAND, lying and being in Land Lots 145 and 146, 15th District, the City of Lawrenceville, Gwinnett County, Georgia and being more particularly described as follows:

Beginning at a Parker Kalon Survey Nail set in the center of the right of way of North Clayton Street (40' R/W) at the intersection with the North Clayton Connector Road (75' R/W); traveling thence South 50 degrees, 44 minutes, 26 seconds West a distance of 50.72 feet to a ½" rebar with cap located on the northwestern side the right of way of North Clayton Street (40' R/W), said point being the POINT OF BEGINNING; traveling thence South 27 degrees, 6 minutes, 46 seconds, West a distance of 23.95 feet to a ½' rebar; traveling thence South 26 degrees, 59 minutes, 42 seconds West a distance of 273.49 feet to a 1" solid steel rod; traveling thence, South 26 degrees, 45 minutes, 41 seconds West a distance of 30 feet to an iron pin set; traveling thence South 63 degrees, 14 minutes, 19 seconds East a distance of 45.81 feet to a 2" Axle; traveling thence South 64 Degrees, 6 minutes, 12 seconds East a distance of 189.91 feet to a 2" Axle; traveling thence South 26 degrees, 45 minutes, 26 seconds West a distance of 372.00 feet to an iron pin set; traveling thence, South 74 degrees, 30 minutes, 28 seconds West, a distance of 21.29 feet to a ½" rebar with cap; traveling thence South 4 degrees, 12 minutes, 44 seconds East a distance of 106.22 feet to a 1" iron rod; traveling thence North 87 Degrees, 13 minutes, 20 seconds West a distance of 88.09 feet to a 1" open top pipe; traveling thence South 83 degrees, 29 minutes, 31 seconds West a distance of 148.87 feet to a iron pin set 2.10 feet from the right of way of Grizzly Parkway (R/W varies); traveling thence North 00 degrees, 12 minutes, 43 seconds East a distance of 156.87 feet to a ½" rebar with cap; traveling thence North 04 degrees, 13 minutes, 34 seconds West a distance of 67.45 feet to a ½" rebar with cap; traveling thence North 12 degrees, 15 minutes, 32 seconds East a distance of 88.03 feet to a ½" rebar with cap; traveling thence North 4 degrees 13 minutes, 43 seconds West a distance of 190.79 feet to a ½" rebar with cap; traveling thence North 58 degrees, 53 minutes, 45 seconds West a distance of 30.61 feet to an iron pin set; traveling thence North 03 degrees, 56 minutes, 15 seconds West a distance of 13.21 feet to an iron pin set; traveling thence, North 32 degrees, 21 minutes, 12 seconds East, 41.83 feet to a ½" rebar with cap; traveling thence, North 04 degrees, 13 minutes, 38 seconds West a distance of 151.74 feet to an iron pin set; traveling thence along a curve to the right having a radius of 3870.00 feet, an arc length of 158.14 feet, and a chord bearing and distance North 05 degrees, 28 minutes, 38 seconds West 158.13 feet to a ½" rebar with cap; traveling thence, North 22 degrees, 38 minutes, 57 seconds East a distance of 47.96 feet to an iron pin set; traveling thence, North 34 degrees, 16 minutes, 35 seconds East a distance of 55.48 feet to an iron pin set; traveling thence, 39 degrees, 39 minutes, 47 seconds East a distance of 39.48 feet to a ½" rebar with cap; traveling thence South 85 degrees, 54 minutes, 50 seconds East a distance of 34.02 feet to an iron pin set; traveling thence along a curve to the right having a radius of 483.31 feet, an arc length of 129.63 feet, and a chord bearing and distance South 70 degrees, 33 minutes, 18 seconds East 129.24 feet to an iron pin set; traveling thence, South 63 degrees, 3 minutes, 21 seconds East a distance of 163.35 feet to a ½" rebar with cap; traveling thence, South 17 degrees, 52 minutes, 1 second East a distance of 23.92 feet to a ½" rebar with cap and the POINT OF BEGINNING;

LESS AND EXCEPT:

That certain property being commonly known as 835 N. Clayton Street, Lawrenceville, Georgia 30046, Gwinnett County Tax Parcel R5145 057 being approximately 0.44 acres, more or less, and being more accurately described as follows:

All that tract or parcel of land lying and being in the City of Lawrenceville, County of Gwinnett, State of Georgia, and being part of the land conveyed to Mr. Nona T. Holcomb by the heirs at law of W. H. Freeman, deceased, and this lot has the home house on said lot, and is more particularly described as Exhibit "A" in a General Warranty Deed from the Executor of the Estate of Ann Burns filed in Deed Book 25909, Page 2, Gwinnett County Superior Court records and being further described as follows:

Beginning at a stake on the west side of North Clayton Street at the corner of the land of Everett Norton, and from this point run in a Northerly direction along North Clayton Street 188 feet to a stake at the corner of the lot of now or formerly, Radford Freeman; thence run in a westerly direction along the line of now or formally Radford Freeman 177 feet to a stake on the line of Mrs. Nona Holcomb; thence run along the line of Mrs. Nona T. Holcomb 183 feet in a southerly direction to the line of Everett Norton, thence run along the line of Everett Norton land in an easterly direction 196 feet to the stake at North Clayton Street, the point of beginning.

The above-described property being the same property as described in a Warranty Deed from Mrs. Nona T. Holcomb to Mrs. J.C. Shellnutt, Sr., dated March 20, 1948, recorded in Deed Book 86, Page 529, Gwinnett County Deed Records.

Tract 2:

All that tract or parcel of land lying and being in the County of Gwinnett, State of Georgia, being one town lot lying on the East side of Clayton Street, and in the City of Lawrenceville, Georgia, fronting 100 feet on said street, and running back 200 feet, more or less, in an easterly direction; thence in a southerly direction 100 feet to the point of beginning. Said lot being bounded once on the north by E.M. Gunter property, on the east by other lands of F.B. Maddox, deceased; on the south side by Maddox Street; the west by North Clayton Street. This is the same property described in Warranty Deed from Mary B. Franchiseur to Margaret B. Gann, dated October 20, 1951 and recorded in Deed Book 114, page 151, Gwinnett County Records.

Address: 113 Maddox Street, Lawrenceville, Georgia 30046

Tax Parcel: 5146C013

Together with:

All that tract or parcel of land lying and being in Land Lot 146 of the 5th Land District, Gwinnett County, Georgia, in the City of Lawrenceville and being more particularly described as follows:

Beginning at a point on the North side of Maddox Street located 200 feet east as measured along the North Side of Maddox Street from the East side of North Clayton Street and

run thence North 5 degrees 45 minutes West 105 feet to a corner; run thence North 83 degrees 40 minutes East 185.3 feet to a corner; run thence South 5 degrees 40 minutes East 106 feet to a point on the North side of Maddox Street 185.3 feet to the place or point of BEGINNING.

This is the same property conveyed from Joel Q. Maddox to Quincy Rigdon by Warranty Deed dated July 7, 1954, recorded in Deed Book 114, Page 491, Gwinnett County Records.

Less and except from the above parcel a portion thereof conveyed to the Housing Authority of the City of Lawrenceville by Warranty Deed dated June 14, 1957, recorded in Deed Book 132, Page 394, Gwinnett County Records.

Together with:

All that tract or parcel of land lying and being in Land Lots 145 & 146 of the 5th Land District, Gwinnett County, Georgia, described according to a survey and plat by S. R. Fields, Surveyor, dated June 1, 1957, as follows:

To locate the point of BEGINNING begin at a common corner of property of the Housing Authority of the City of Lawrenceville and property of the Lawrenceville Church of God on the West side of the Buford-Lawrenceville Highway, run thence South 83 degrees 47 minutes West 678.8 feet to the point of BEGINNING; thence South 83 degrees 47 minutes West for a distance of 85 feet; run thence North 5 degrees 37 minutes West for a distance of 85 feet; run thence South 88 degrees 37 minutes East 88 feet; run thence South 4 degrees East 93.6 feet to the point of BEGINNING.

This is the same property conveyed from Mrs. E. M. Gunter, et al., to Quincy Rigdon by Warranty Deed dated June 14, 1957, recorded in Deed Book 132, Page 393, Gwinnett County, Georgia Records.

Address: 127 Maddox Street, Lawrenceville, Georgia 30046

Tax Parcel: 5146C014

Together with:

All that tract or parcel of land lying and being in Land Lot 146 of the 5th District, Gwinnett County, Georgia, Survey for Betty A. Bacon, being one and the same property as depicted on plat of survey recorded in Plat Book 46, Page 223-A, Gwinnett County, Georgia Records, which plat is hereby referred to and made a part hereof by reference.

Address: 750 North Clayton Street, Lawrenceville, Georgia 30046

Tax Parcel: 5146C012

Tract 3:

All that tract or parcel of land lying and being in Land Lot 145 of the 5th District, Gwinnett County, Georgia, being depicted as Lot 63 on a survey prepared for Charles D. Durham and Debra J. Durham, by Richard E. McDaniel, Jr., Georgia RLS No. 2734, dated August 17, 2000, and being more particularly described as follows:

BEGINNING at a point on the southerly right of way of North Clayton Street (right of way varies) located South 86 degrees 25' 23" West from an A.P.K. set at the intersection of the center lines of Northdale Road and North Clayton Street a distance of 725.88 feet; running thence along the southern right of way of North Clayton Street, North 85 degrees 56' 58" East a distance of 125.00 feet to a point; running thence South 33 degrees 58' 20" East a distance of 154.00 feet to a point located on the land lot line common to Land Lots 145 and 170 of the 5th District, Gwinnett County; running thence South 85 degrees 45' 40" West a distance of 162.00 feet to an open top pipe found; running thence North 04 degrees 44' 49" West a distance of 189.53 feet to a point located on the southern right of way of North Clayton Street; said point being the **TRUE POINT OF BEGINNING**.

EXHIBIT A-1

INTENDED RESIDENTIAL DEVELOPMENT SITE PLAN



