

INTERGOVERNMENTAL AGREEMENT
McGee Property
(Gwinnett Tax Parcel R7012 022A)

This INTERGOVERNMENTAL AGREEMENT (“IGA”) is made and entered into as of the ___ day of _____, 2026, by and between the CITY OF LAWRENCEVILLE, GEORGIA, a Georgia municipal corporation in the State of Georgia (the “City”), and the DEVELOPMENT AUTHORITY OF LAWRENCEVILLE, GEORGIA, a public corporation created and existing under the laws of the State of Georgia (the “LDA”).

WITNESSETH:

WHEREAS, , the LDA is a development authority and public body corporate and politic duly created pursuant to the Development Authorities Law of the State of Georgia, O.C.G.A. § 36-62-1 *et seq.*, as amended (the “**Act**”); the Act provides that the LDA is created to develop and promote trade, commerce, industry and employment opportunities for the public good and the general welfare within the City, and the LDA was created by a Resolution of the Council of the City, duly adopted on November 7, 1983, as amended, and is now existing and operating as a public body corporate and politic, and

WHEREAS, the Act provides that the LDA is created to develop and promote trade, commerce, industry and employment opportunities for the public good and the general welfare within the City; and

WHEREAS, the City now desires to transfer certain properties to the LDA subject to certain terms and conditions, which properties will be used by the LDA for redevelopment purposes; and

WHEREAS, said property is located within the geographic boundaries of the City, and the LDA is willing to accept the properties from the City subject to the terms and conditions of this Agreement.

NOW, THEREFORE, for and in consideration of \$10.00 (Ten Dollars) in hand paid and for the mutual promises and covenants set forth herein, the amounts set forth herein, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the City and the LDA do hereby agree as follows:

1. The City will transfer to the LDA the property described on Exhibit A, which property is currently owned by the City, (Subject Property). Exhibit A is incorporated herein by reference.
2. The City previously entered into an Intergovernmental Agreement with the Downtown Development Authority of Lawrenceville (DDA) dated May 5, 2022,

to transfer the Subject Property to the DDA. No transfer of the Subject Property has occurred under that IGA and that IGA is hereby terminated and shall be of no force and effect. This IGA has been approved and signed by the DDA to confirm the termination of the previous IGA.

3. In consideration of the transfer of the Subject Property, the LDA agrees to pay to the City all proceeds received by the LDA for the sale of the Subject Property, the lease of the Subject Property, the management of the Subject Property or any other fees received by the LDA related to the redevelopment of the Subject Property.
4. The transfer of the Subject Property by the LDA may be subject to restrictions and covenants deemed appropriate by the LDA which shall be intended to make certain that the Subject Property shall be developed in a manner which is consistent with the any development plan to be approved by the City and in a manner which will provide for the economic redevelopment and revitalization of the area. The City shall have the right, but not the obligation, to approve the restrictions and covenants prior to any transfer of the Subject Property by the LDA. These covenants and restrictions may be recorded with the deed or other agreement transferring the Subject Property to any private owner. If a potential purchaser of the Subject Property files for a rezoning of the Subject Property, the rezoning will go through the normal process, and the City makes no representations as to the outcome of any rezoning proposed.
5. The Mayor, Mayor Pro Tem, City Manager, City Clerk, and City Attorney, and/or their appropriate designees are hereby authorized to complete the transfer of the Subject Property and to take any and all action necessary and appropriate to carry out the intent of this Intergovernmental Agreement between the parties.
6. This IGA and the rights and obligations of the parties hereto shall be governed, construed and interpreted according to the laws of the State of Georgia.
7. This IGA expresses the entire understanding and agreement between the parties hereto.
8. The invalidity of any one or more phrases, sentences, clauses or sections contained in this IGA shall not affect the remaining portions of this IGA or any part thereof.
9. This IGA may be executed in several counterparts, each of which shall be an original, and all of which shall constitute one and the same instrument.
10. No waiver, amendment, release, modification of this IGA shall be effective unless made in writing and executed by both parties hereto and properly approved in accordance with the provisions of Georgia law.

[Signatures on Following Page]

CITY OF LAWRENCEVILLE, GEORGIA

Date Signed: _____

By: _____
David R. Still, Mayor

Attest _____
Karen Pierce, City Clerk

(City Seal)

**DEVELOPMENT AUTHORITY OF
LAWRENCEVILLE, GEORGIA**

Date Signed: _____

By _____
Chairman

Attest _____
Secretary

(Authority Seal)

**CITY OF LAWRENCEVILLE DOWNTOWN
DEVELOPMENT AUTHORITY**

Date Signed: _____

By _____
Chairman

Attest _____
Secretary

(Authority Seal)

EXHIBIT A

Legal Description

All that tract or parcel of land lying and being in Land Lot 144 of the 5th Land District, City of Lawrenceville, Gwinnett County, Georgia and being more particularly described as follows:

To find the **POINT OF COMMENCEMENT**, begin at a point at the Intersection of the Northeasterly Right-of-Way of West Pike Street (a.k.a. State Route 120, R/W Varies) and the Southeasterly Right-of-Way of CSX Railroad (100-foot Right-of-Way, said Point being **THE POINT OF BEGINNING**.

THENCE from said point as thus established and traveling along aforesaid Right-of-Way of CSX Railroad, North 58 degrees 15 minutes 33 seconds East for a distance of 330.13 feet to a Point; THENCE South 32 degrees 34 minutes 15 seconds East for a distance of 305.59 feet to a Point; THENCE North 89 degrees 33 minutes 49 seconds East for a distance of 256.62 feet to a Point; THENCE South 01 degrees 27 minutes 44 seconds West for a distance of 20.50 feet to a 1/2" Rebar with Cap (LSF 1105); THENCE South 15 degrees 23 minutes 30 seconds West for a distance of 68.45 feet to a 1/2" Rebar with Cap (LSF 1105); THENCE North 88 degrees 30 minutes 43 seconds West for a distance of 19.95 feet to a 1/2" Rebar Found; THENCE South 02 degrees 08 minutes 19 seconds East for a distance of 25.21 feet to a 1/2" Rebar Found; THENCE South 01 degrees 13 minutes 48 seconds West for a distance of 224.75 feet to a 1/2" Rebar Found on the aforesaid Right-of-Way of West Pike Street (R/W Varies); THENCE traveling along said Right-of-Way for the following seven (7) courses and distances along a curve to the right having a radius of 5778.58 feet and arc length of 35.02 feet being subtended by a chord of North 78 degrees 54 minutes 51 seconds West for a distance of 35.02 feet to a Point; THENCE North 79 degrees 05 minutes 16 seconds West for a distance of 163.80 feet to a Point; THENCE along a curve to the right having a radius of 522.96 feet and arc length of 49.75 feet being subtended by a chord of North 76 degrees 21 minutes 46 seconds West for a distance of 49.73 feet to a Point; THENCE North 55 degrees 02 minutes 44 seconds West for a distance of 58.79 feet to a Point; THENCE along a curve to the right having a radius of 508.42 feet and arc length of 169.33 feet being subtended by a chord of North 57 degrees 53 minutes 51 seconds West for a distance of 168.54 feet to a Point; THENCE with a compound curve to the right having a radius of 548.67 feet and arc length of 101.51 feet being subtended by a chord of North 45 degrees 49 minutes 46 seconds West for a distance of 101.37 feet to a Point; THENCE North 41 degrees 06 minutes 06 seconds West for a distance of 231.45 feet to a Point, said point being **THE POINT OF BEGINNING**.

Said property contains 4.624 Acres as shown on a Composite Drawing for the City of Lawrenceville by Precision Planning, Inc. dated March 2, 2022 (PPI Project No. S21252).