

INTERGOVERNMENTAL AGREEMENT

Lightnin Rental Site

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 DOWNTOWN DEVELOPMENT AUTHORITY OF LAWRENCEVILLE, GEORGIA, a public corporation created and existing under the laws of the State of Georgia (the “DDA”).

W I T N E S S E T H:

WHEREAS, the DDA was created pursuant to the provisions of Article IX, Section VI, Paragraph III of the Constitution of the State of Georgia, the Downtown Development Authorities Law of the State of Georgia, O.C.G.A. § 36-42-1, *et seq.*, as amended, and an activating resolution of the Council of the City of Lawrenceville, duly adopted on November 7, 1983, as amended, and is now existing and operating as a public body corporate and politic, and

WHEREAS, in order to encourage the development and revitalization of its downtown business district, the Mayor and Council of the City of Lawrenceville duly adopted the Resolution on November 7, 1983, creating the DDA and designating a geographic area to be known as the Downtown Development Area, which area has since been altered from time to time; and

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

WHEREAS, said property is located within the geographic boundaries of the Downtown Development Area, and the DDA 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 DDA do hereby agree as follows:

1. The City will transfer to the DDA the properties containing approximately twenty acres in Land Lot 11 of the 7th Land District of Gwinnett County , Georgia, which are owned by the City and which are more particularly described on Exhibit A which is incorporated herein by reference (hereinafter Subject Property).
2. In consideration of the transfer of the Subject Property, the DDA agrees to pay to the City all proceeds received by the DDA 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 DDA related to the redevelopment of the Subject Property. The DDA shall be entitled to reimburse itself for any legal fees incurred in the transfer of the Subject Property which are not paid by the Purchaser.

3. The transfer of the Subject Property by the DDA shall be subject to any restrictions, covenants or development agreements deemed appropriate by the DDA which shall be necessary to make certain that the Subject Property is developed in a manner that is consistent with a development plan to be approved by the City and to provide for the economic redevelopment and revitalization of the area. Since the City's compensation for the Subject Property is dependent on the amount of compensation received by the DDA for the transfer of the Subject Property, the City shall have the right to reject any restrictions, covenants or redevelopment agreements prior to any transfer of the Subject Property including the compensation to be received by the DDA for the transfer of the Subject Property. Such covenants or restrictions as may be necessary may be recorded with the deed transferring the Subject Property.
4. 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.
5. 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.
6. This IGA expresses the entire understanding and agreement between the parties hereto.
7. 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.
8. This IGA may be executed in several counterparts, each of which shall be original, and all of which shall constitute one and the same instrument.
9. 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)

**DOWNTOWN DEVELOPMENT AUTHORITY OF
LAWRENCEVILLE, GEORGIA**

Date Signed: _____

By _____
Chairman

Attest _____
Secretary

(Authority Seal)

Exhibit A

Tract 1

All that tract or parcel of land lying and being in Land Lot 11 of the 7th District and Land lot 176 of the 5th District, Gwinnett County, Georgia being more particularly described as followed:

Commencing at a 4x4" Right of Way Monument at the intersection of the Northerly Right of Way of Hurricane Shoals Road and the Westerly Right of Way of Buford Drive as shown on Plan for Georgia DOT Highway project number MSL00-0004-00(086) described as point KC50810,

Thence, Southwesterly along the Northerly Right of Way of Hurricane Shoals 501.75 Feet to a #4 Rebar Found (Disturbed). Said point being THE TRUE POINT OF BEGINNING

THENCE, South 60°38'28" West, along the Northerly Right of Way of Hurricane Shoals Road 60.11 feet to a #4 rebar found;

THENCE leaving said Right of Way (3) North 26°32'46" West, 269.10 feet to a #4 rebar found;

THENCE North 32°07'46" West, 519.81 feet to a #4 rebar found;

THENCE, South 75°10'08" West, 11.89 feet to a #4 rebar found;

THENCE, North 29°03'20" West, 804.96 feet to a 4x4 Right of Way Monument on the Southerly right of way of Georgia SR 316;

THENCE, Easterly along said right of way (7) North 76°39'34" East, 327.37 feet to 4x4 Right of Way Monument ;

THENCE, North 76°37'45" East, 119.08 feet to #4 rebar Set

THENCE, following a curve to the right and onto the 120 foot Right of Way of Lightning Access Drive a distance of 130.52 feet, said curve has a radius of 388.41 and being subtended by a line North 86°32'39" East a distance of 129.91 feet to a #4 rebar set;

THENCE, South 13°54'32" East, 47.25 feet to a 4x4 Right of Way Monument;

THENCE, South 79°06'14" East, 24.34 feet to a 4x4 Right of Way Monument;

THENCE, North 13°51'42" West, 51.04 feet to a 4x4 Right of Way Monument;

THENCE, South 68°10'02" East, 95.42 feet to a #4 rebar set;

THENCE, South 42°40'22" East, 44.42 feet to a #4 rebar set;

THENCE leaving said Right of Way (15) South 42°41'12" East, 534.92 feet to a #4 rebar set;

THENCE, South 18°47'32" West, 65.07 feet to a #4 rebar found with cap;

THENCE, South 68°09'31" East, 233.40 feet to a #4 rebar set;
THENCE, South 21°59'36" West, 22.00 feet to a #4 rebar set;
THENCE, South 14°37'48" East, 25.40 feet to a #4 rebar set;
THENCE, South 80°19'56" West, 49.07 feet to a #4 rebar found;
THENCE, South 20°25'30" West, 216.76 feet to a #4 rebar found;
THENCE, South 20°21'31" West, 167.56 feet to a #4 rebar found;
THENCE, South 61°41'11" West, 199.94 feet to a #4 rebar found with cap;
THENCE, South 27°43'47" East, 25.19 feet to a nail found at back of curb;
THENCE, South 61°34'34" West, 100.00 feet to a #4 rebar found;
THENCE, South 60°14'00" West, 102.82 feet #4 rebar found;
THENCE, South 26°52'33" East, 250.06 feet to a #4 rebar found;

Said Point being the TRUE POINT OF BEGINNING

Said Property containing 19.70 acres more or less and being shown as Tract 1 on a plat of survey entitled "2555 University Parkway, The City of Lawrenceville, Georgia" prepared by Keystone Land Surveying, Inc. dated November 30, 2023, as last revised on December 27, 2023, which plat is incorporated herein by reference.

Exhibit A

Tract 2

All that tract or parcel of land lying and being in Land Lot 11 of the 7th District Gwinnett County, Georgia being more particularly described as followed:

Commencing at a 4x4" Right of Way Monument at the intersection of the Southerly Right of Way of Lightning Access Drive (also known as Lightnin Access Drive) and the Westerly Right of Way of Buford Drive as shown on Plan for Georgia DOT Highway project number MSL00-0004-00(086) described as point KC50811, SAID POINT IS THE TRUE POINT OF BEGINNING

THENCE South 20°06'57" West, 30.00 feet to a 2" pipe found;

THENCE North 71°00'38" West, 40.01 feet to a 2" pipe found;

THENCE North 20°06'57" East, 16.40 feet to a 2" pipe found;

THENCE North 71°00'38" West, 102.38 feet a point;

THENCE, following a curve to the right a distance of 179.00 feet, said curve has a radius of 1983.46 feet and being subtended by a line North 68°25'31" West a distance of 178.94 feet to a point;

THENCE North 65°50'22" West, 547.39 feet to a point;

THENCE North 42°40'49" West, 34.58 feet;

THENCE South 65°50'24" East, 579.19 feet to a point,

THENCE, following a curve to the left a distance of 177.77 feet, said curve has a radius of 1969.86 feet and being subtended by a line South 68°25'31" East a distance of 177.71 feet to a point;

THENCE South 71°00'35" East, 142.66 feet to a 4x4" Right of Way Monument;

SAID POINT IS THE TRUE POINT OF BEGINNING

Said Property containing 0.29 acres more or less and being shown as Tract 2 on a plat of survey entitled "2555 University Parkway, The City of Lawrenceville, Georgia" prepared by Keystone Land Surveying, Inc. dated November 30, 2023, as last revised on December 27, 2023, which plat is incorporated herein by reference.