

INTERGOVERNMENTAL AGREEMENT

Central Block Project

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 THE CITY 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, on or about May 7, 2026, the DDA did transfer certain properties to KH Grove Park Village, LLC, which properties will be used by KH Grove Park Village, LLC for redevelopment purposes; and

WHEREAS, said properties are further described on Exhibit A which is attached hereto and incorporated herein by reference and are located within the geographic boundaries of the Downtown Development Area, (said property is hereinafter referred to as the KH Property); and

WHEREAS, in order to induce KH Grove Park Village, LLC to develop the KH Property in a manner that will provide for greater economic development for the City of Lawrenceville, the DDA agreed to an amendment to the Purchase and Sale Agreement with KH Grove Park Village, LLC on the day of closing to provide certain economic incentives to KH Grove Park Village, LLC.

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 DDA received the amount of Two Million Six Hundred Eighty-Three Thousand One Hundred Fifteen Dollars (\$2,683,115.00) from KH Grove Park Village, LLC as consideration for the KH Property.
2. Under the terms of an Intergovernmental Agreement between the City and the DDA, dated December 17, 2021, the DDA is required to transfer all sales proceeds from the KH Property transaction to the City as consideration for the KH Property that was transferred to the DDA under the terms of the Intergovernmental Agreement.
3. The City hereby authorizes the DDA to retain the amount of One Hundred Twenty Six Thousand Dollars (\$126,000.00) from the sales proceeds received by the DDA in the KH Property transaction to be used to fund an escrow account to fund electrical connection fees for the homes to be built by KH Grove Park Village, LLC on the KH Property. KH Grove Park Village, LLC may be reimbursed up to Two Thousand Dollars (\$2000.00) for each electric fee connection purchased from the City of Lawrenceville for any home constructed on the KH Property on or before May 7, 2031, up to a maximum of sixty-three (63) homes. If any funds remain in the escrow account on May 7, 2031, the remainder of the funds shall be transferred to the City.
4. The City currently has water and sewer connection credits in the amount of Three Hundred Thirty-Five Thousand Four Hundred Eighty-Eight Dollars (\$335,488.00) with the Gwinnett County Department of Water Resources under an agreement related to the KH Property. The City hereby transfers these credits to the DDA and authorizes the DDA to enter into an agreement with KH Grove Park Village, LLC for the use of these credits to be used to pay for water and sewer connections for homes to be built on the KH Property. The agreement may provide for KH Grove Park Village, LLC to use a credit not to exceed Five Thousand Two Hundred Seventy-Five Dollars (\$5,275.00) per house for a maximum of sixty-three (63) houses. If any credits remain on May 7, 2031, said credits shall be reconveyed to the City.
5. The City hereby authorizes the DDA to retain an additional Seventy Thousand Dollars (\$70,000.00) of the sales proceeds from the KH Property transaction to be placed in an escrow account and used to reimburse KH Grove Park Village, LLC for actual costs of constructing sidewalks along public street frontage of the KH Property on Gwinnett Drive and Lawrenceville Parkway. The funds may only be used to reimburse KH Grove Park Village, LLC for actual costs incurred in sidewalk construction. If sidewalk construction has not been commenced by KH Grove Park Village, LLC on or before June 1, 2028, the funds in the escrow account shall be transferred to the City. Any funds remaining in the escrow account on May 7, 2031, shall be transferred to the City.
6. 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 funds and credits as set forth in this IGA and to take any and all action necessary and appropriate to carry out the intent of this IGA between the parties. The appropriate

representatives of the DDA are hereby authorized to enter into such agreements as needed with KH Grove Park Village, LLC to carry out the intent of this IGA.

- 7. 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.
- 8. This IGA expresses the entire understanding and agreement between the parties hereto.
- 9. 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.
- 10. 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.
- 11. 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.

CITY OF LAWRENCEVILLE, GEORGIA

Date Signed: _____

By: _____
David R. Still, Mayor

Attest _____
Karen Pierce, City Clerk

(City Seal)

**DOWNTOWN DEVELOPMENT AUTHORITY OF
THE CITY OF LAWRENCEVILLE, GEORGIA**

Date Signed: _____

By _____
Chairman

Attest _____
Secretary

(Authority Seal)