

INTERGOVERNMENTAL AGREEMENT
94 E Crogan Street Property

This INTERGOVERNMENTAL AGREEMENT ("IGA") is made and entered into as of the ____ day of _____, 2025, 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 Lawrenceville City Council approved an Intergovernmental Agreement with the DDA on January 29, 2025, that authorized the transfer of certain funds for the purchase of property by the DDA for redevelopment purposes; and

WHEREAS, the DDA never approved the Intergovernmental Agreement approved by the Lawrenceville City Council on January 29, 2025, and the terms and conditions of the purchase of the property referenced in that Intergovernmental Agreement have changed; and

WHEREAS, the Lawrenceville City Council now desires to terminate the Intergovernmental Agreement approved on January 29, 2025, and replace it with this Intergovernmental Agreement; and

WHEREAS, the City now desires to transfer certain funds to the DDA subject to certain terms and conditions, which funds will be used by the DDA for the purchase of property for possible 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 funds from the City subject to the terms and conditions of this Agreement.

NOW, THEREFORE, for and in consideration of 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 Intergovernmental Agreement adopted by the Lawrenceville City Council on January 29, 2025, relating to the same property as this Intergovernmental Agreement is hereby terminated and declared null and void.

2. The City shall transfer to the DDA an amount not to exceed Two Million Eighty Thousand Dollars (2,080,000.00). The amount shall be transferred to the DDA upon the scheduling of a closing for the purchase of the Subject Property, as defined herein. If a closing has not been scheduled on or before June 30, 2030, this IGA shall terminate, and neither party shall have any further rights or obligations under the IGA.

3. The funds transferred in accordance with paragraph 1 of this IGA shall be used for the purchase of property located at 94 E Crogan Street, Lawrenceville, Georgia 30046 (Gwinnett Tax parcel R5146A039) which property is more particularly described on Exhibit A which is attached hereto and incorporated herein by reference (Subject Property), to be marketed by the DDA for redevelopment purposes in accordance with redevelopment plans approved by the City and the DDA.

4. The City also agrees to reimburse the DDA for any amounts spent by the DDA for a survey, due diligence costs, closing costs and attorney's fees to complete the closing of the Subject Property.

5. 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 amounts received by the DDA related to the redevelopment of the Subject Property. The DDA shall be entitled to reimburse itself for any legal, marketing, and/or consultant fees related to the sale or marketing of the Subject Property which are not paid by the Purchaser.

6. 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 approve 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.

7. The Mayor, Mayor Pro Tem, City Manager, City Clerk, and City Attorney or their appropriate designees are hereby authorized to take any and all action necessary and appropriate to carry out the intent of this IGA with the DDA.

8. 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.

9. This IGA expresses the entire understanding and agreement between the parties hereto.

10. 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.

11. 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.

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 pages]

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)

EHIBIT A
Legal Description

File #: Doc Draft
2i Technology Group, Ltd.

EXHIBIT "A" - Legal Description

ALL THAT TRACT OR PARCEL OF LAND lying and being in Land Lot 146 of the 5th Land District, Gwinnett County, Georgia located within the City of Lawrenceville, and being more particularly described as follows:

That property shown as Lots 5, 6, 7, and 8 of the W.E. Brown Estate, as shown by a plat made by G.L. Veal, Surveyor, recorded in Plat Book A, Page 203, Gwinnett County, Georgia records, which plat is incorporated herein and made a part hereof, said property being the same property conveyed to Grantors by a deed recorded in Deed Book 329, Page 735, Gwinnett County, Georgia records, and being formerly designated as 96 East Crogan Street according a former numbering system of Gwinnett County, Georgia.

TOGETHER WITH

ALL THAT TRACT OR PARCEL OF LAND lying and being in Land Lot 146 of the 5th Land District of Gwinnett County located within the City of Lawrenceville and being more particularly described as follows:

Beginning at a point on Crogan Street which point is located 176 feet, more or less, from the current intersection of the easterly Right of Way of Jackson Street with the southerly Right of Way of Crogan Street as measured along the Right of Way of Crogan Street in an easterly direction and being the common corner of the two lots previously owned by W.R. Hurst; Thence running along Crogan Street in an easterly direction a distance of 60 feet to a point; Thence in a southerly direction along lands now or formerly owned by G.H. Tanner a distance of approximately 140.4 feet to the lands now or formerly owned by Ms. Lula Parks; Thence in a westerly direction a distance of 60 feet along the lands now or formerly owned by Ms. Lula Parks to the corner of lands previously owned by W.R. Hurst; Thence in a northerly direction along said property a distance of 141.9 feet, more or less, to Crogan Street and the Point of Beginning.

This being the same as the survey by Story & Marlow (Gordon C. Story R.L.S. #2076) for Mark Allen, Land Lot 146 in the 5th District of Gwinnett County dated 11/08/1999.

Subject to any easements or restrictions of record.

Said property commonly known as 94 East Crogan Street, Lawrenceville, GA 30046 according to the present system of numbering in Gwinnett County, Georgia.

Parcel ID: R5146A039