

INTERGOVERNMENTAL AGREEMENT
Eaton Street Properties

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 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 City shall transfer to the DDA an amount not to exceed Six Hundred Eighteen Thousand Dollars (618,000.00). The amount shall be transferred to the DDA upon the scheduling of a closing for the purchase of the Subject Property, as defined herein.

2. The funds transferred in accordance with paragraph 1 of this IGA shall be used for the purchase of properties located on Eaton Street, Lawrenceville, Georgia 30046 (Gwinnett Tax parcels R5146B 069, R5146B 070, R5146 071 and abandoned right of way of Eaton Street

adjacent to those properties) 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.

3. 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.

4. 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.

5. 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.

6. 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.

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.

[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)

EXHIBIT A

Legal Description

