

**COUNTY OF GWINNETT
STATE OF GEORGIA**

**INTERGOVERNMENTAL AGREEMENT
BETWEEN THE CITY OF LILBURN, GEORGIA AND
THE DOWNTOWN DEVELOPMENT AUTHORITY OF LILBURN, GEORGIA**

This Agreement dated _____, 2020, is made and entered into by and between the City of Lilburn, Georgia (hereinafter “City”) and the Lilburn Downtown Development Authority, Georgia (hereinafter “DDA”), each of whom has been duly authorized to enter into this Agreement.

WITNESSETH

WHEREAS, the parties to this Agreement are governmental entities located within Gwinnett County, Georgia and are authorized to enter into intergovernmental agreements pursuant to the laws and the Constitution of the State of Georgia; and

WHEREAS, in consideration of the DDA providing ongoing promotion, marketing, advocacy, revitalization, and economic development services for the City and its citizens within the established downtown development area, the City has agreed to provide certain funding and to convey City property to the DDA for such economic development purposes pursuant to the terms and conditions set forth below; and

WHEREAS, at a duly called meeting of the Mayor and City Council of the City of Lilburn on May 11, 2020, the Mayor and City Council passed a resolution that provided in relevant part as follows:

Provide an advance of \$375,000.00 plus closing costs to the DDA for the purpose of purchasing the property located at 4845 First Avenue and 4855 Velva Way in Lilburn, Georgia, with repayment of said amount to be paid to the City by the DDA from the proceeds of the second closing of Noble Village in two payments: (1) \$100,000 will be paid to the City by the DDA on or before December 31, 2020, and (2) \$275,000 will be paid to the City by the DDA on or before June 22, 2021, the date of the second closing of Noble Village. The advance from the City will be made from the Capital Projects Fund.

NOW THEREFORE, in consideration of the mutual promises, covenants and undertakings set forth herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the City and the DDA agree as follows:

1.

The advance of funds governed by this Agreement by the City to the DDA shall be in the amount of \$375,000.00 plus closing costs.

2.

The advance funds by the City to the DDA shall be free from interest.

3.

The advance funds by the City to the DDA shall be repaid in full on the following schedule based on the 11th Amendment to the Noble Village Contract of Sale:

- DDA will pay the City \$100,000 on or before December 31, 2020
- DDA will pay the City the remaining \$275,000 on or before June 22, 2021

4.

Neither party may assign, delegate, or transfer this Agreement without the prior express written consent of the other party.

5.

This Agreement constitutes the entire agreement between the parties hereto with regard to the subject matter hereof, superseding all prior understandings and agreements whether written or oral. This Agreement may not be amended or revised except in writing signed by both parties.

6.

In the event one or more of the provisions in this Agreement shall for any reason be held invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision in this Agreement and this Agreement shall be construed as such invalid, illegal, or unenforceable provision were limited or modified consistent with its general intent to the extent necessary so that it shall be valid, legal, and enforceable. If it shall not be possible to so limit or modify such invalid, illegal, or unenforceable provision, this Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein and all other provisions of this Agreement shall remain unimpaired and in full force and effect.

7.

This Agreement shall be construed under and governed by the laws of the State of Georgia.

[Signatures on following page.]

**CITY OF LILBURN, GEORGIA
A MUNICIPAL CORPORATION**

**DOWNTOWN DEVELOPMENT
AUTHORITY OF LILBURN, GEORGIA**

By: _____
Timothy Dunn, Mayor

By: _____
Jimi Taylor, Chairman

Attest:

Attest:

Name: _____

Name: _____