

**COUNTY OF GWINNETT
STATE OF GEORGIA**

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

This Agreement dated _____, 2025, is made and entered into by and between the City of Lilburn, Georgia (hereinafter “City”) and the Lilburn Downtown Development Authority (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 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 on October 13, 2025, the Mayor and Council passed a resolution that provided in relevant part as follows:

Provide an advance of \$2,690,000 including a loan of \$966,232 to the DDA for the purpose of completing site development of the assemblage at First and Main, with repayment of the loan amount to be paid to the City by the DDA when the property is sold by the DDA. The advance funds will come from Georgia Fund 1.

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 \$2,690,000.00 including a loan in the amount of \$966,232.00.

2.

The DDA shall not repay the advance funds in the amount of \$1,723,768. The loan funds shall be repaid to the City and shall be free from interest.

3.

The advance and loan funds from the City to the DDA shall be for the purpose of site development of the DDA-owned assemblage at First and Main. The DDA shall repay the City the loan funds in the amount of \$966,232 immediately upon sale of the 2.6-acre assemblage.

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 if 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 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**

**LILBURN DOWNTOWN DEVELOPMENT
AUTHORITY**

By: _____
Johnny Crist, Mayor

By: _____
Elmer Nash, Chairman

Attest:

Attest:

Anja Peay, City Clerk

Jenny Simpkins, DDA Secretary