

**INTERGOVERNMENTAL AGREEMENT**  
**FOR THE MANAGEMENT, REVITALIZATION AND REDEVELOPMENT OF**  
**CERTAIN PROPERTIES ADJACENT TO**  
**LILLIAN WEBB PARK, NORCROSS, GEORGIA**

This Agreement (the "Agreement") is made and entered into this \_\_\_\_ day of \_\_\_\_\_, 2014 by and between the City of Norcross, a political subdivision of the State of Georgia, (hereinafter referred to as "City") and the Downtown Development Authority of Norcross, Georgia (hereinafter referred to as "DDA").

**W I T N E S S E T H:**

WHEREAS, the City is a political subdivision of the State of Georgia and the DDA is a public body corporate and politic created pursuant to the provisions of O.C.G.A. § 36-42-1, et seq.; and

WHEREAS, pursuant to Article IX, Section III, Paragraph I of the Constitution of the State of Georgia, the City and DDA are authorized to enter into Intergovernmental Agreements for periods not exceeding fifty (50) years in connection with the activities which these entities are authorized to undertake;

WHEREAS, pursuant to Article IX, Section VI, Paragraph III of the Constitution of the State of Georgia, the DDA is authorized to further activities to promote public purposes to develop trade, commerce, industry, and employment opportunities within the City of Norcross;

WHEREAS, the DDA is authorized pursuant to O.C.G.A. § 36-42-8(a)(5) to finance (by loan, grant, lease, or otherwise), refinance, construct, erect, assemble, purchase, acquire, own, repair, remodel, renovate, rehabilitate, modify, maintain, extend, improve, install, sell, equip, expand, add to, operate, or manage projects, as that term is defined by O.C.G.A. § 36-42-3(6); and

WHEREAS, the City owns and controls the real property and improvements thereon located at 5765 Buford Highway, Norcross, Georgia 30071, Gwinnett County Tax Parcel No. 6243 033, which is described in Exhibit A which is attached hereto and incorporated by reference (hereinafter "Property No. 1"); and

WHEREAS, the City owns and controls the real property and improvements thereon located at 4 Holcomb Bridge Road, Norcross, Georgia 30071, Gwinnett County Tax Parcel No. 6243 039, which is described in Exhibit B which is attached hereto and incorporated by reference (hereinafter “Property No. 2”); and

WHEREAS, the City owns and controls the real property and improvements thereon located at 155 Holcomb Bridge Road North, Norcross, Georgia 3007, Gwinnett County Tax Parcel No. 6243 043, which is described in Exhibit C which is attached hereto and incorporated by reference (hereinafter “Property No. 3”); and

WHEREAS, the City desires to enter into a joint venture intergovernmental agreement with the DDA to cede certain control to the DDA, to manage and develop a strategy for the revitalization and redevelopment of Properties 1, 2 and 3 (Properties 1, 2 and 3 are collectively referred to as the “Properties”) so as to enhance the Lillian Webb Park property, to promote public purposes and to develop trade, commerce, industry, and employment opportunities within the City of Norcross (hereinafter the “Joint Venture IGA”); and

WHEREAS, the Joint Venture IGA is in support of the Strategic Development Plan for Downtown Norcross as adopted by the City Council on October 2, 2006, which redevelopment and plan has been resolved by the City to be for the essential public purpose of the development of trade, commerce and employment opportunities in the City of Norcross; and

NOW THEREFORE, for ten dollars (\$10.00) and in consideration of the mutual promises, covenants and undertaking set forth herein, and detailed in the aforesaid recitals, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by the parties, the City and the DDA do agree as follows:

- 1.

This Joint Venture IGA is entered into for the purpose of promoting the revitalization and redevelopment of the central business district of the City of Norcross and for all other purposes set forth in the Downtown Development Authorities Law, O.C.G.A. § 36-42-1 et seq.

2.

The City shall retain all title and interest in the Properties until and unless this Joint Venture IGA is modified to provide for the lease, sale or transfer of all or a portion of the Properties to the DDA or one or more third parties.

3.

The DDA shall have the authority and shall use its best practices to manage and develop a strategy for the revitalization and redevelopment of the Properties so as to enhance the Lillian Webb Park property, to promote public purposes and to develop trade, commerce, industry, and employment opportunities within the City of Norcross as set forth in the Downtown Development Authorities Law, O.C.G.A. § 36-42-1 et seq. and that also conforms to the needs of Norcross pursuant to the current City of Norcross Town Center Plan, Livable Centers Initiative, and other planning models adopted by Norcross, as such plans and studies may be amended and updated.

4.

The DDA shall deliver a written proposal with the preliminary strategy for the redevelopment of the Properties to the City ~~by not later than August 31, 2014~~ as soon as practicable.

5.

The City and the DDA anticipate amending this Joint Venture IGA to provide for the sale, lease and/or development of all or a portion of the Properties pursuant to a joint strategy agreement to be developed, negotiated and approved by and between the DDA and the City.

6.

Neither the City nor the DDA shall have independent authority to enter into any contracts for the

lease, sale or redevelopment of the Properties during the term of this Joint Venture IGA. Any such agreements shall require the approval of both the City and the DDA.

7.

During the term of this Joint Venture IGA, the ~~DDA shall~~ City agrees to be solely responsible for all insurance, operating costs, maintenance and repair of the Properties (“Expenses”) to keep them in good repair and safe for the public, including, but not limited to maintenance, replacement, painting, landscaping, snow removal, utilities, rubbish removal, supplies, sales or use taxes or services, and all other expenses associated with the management of the Properties in the City’s sole discretion. The Parties agree that the City will be entitled to reimbursement for such Expenses from any proceeds arising from any sale or development of the Properties.

8.

The term of this Agreement shall begin on January 1, 2015 and shall expire on August 31, 2029, unless thirty (30) days prior written notice of intent to terminate is given by either party to the other.

9.

The DDA agrees and acknowledges that all improvements to the Properties and all uses of the Properties shall conform to all applicable federal, state and local laws, including but not limited to the Norcross construction codes, building permits and the zoning ordinance.

10.

IN WITNESS WHEREOF, the parties hereto have caused this Joint Venture IGA to be executed in three counterparts each to be considered as an original by their authorized representative, on the day and date hereinabove written.

<b>CITY OF NORCROSS</b>	<b>DOWNTOWN DEVELOPMENT AUTHORITY OF THE CITY OF NORCROSS, GEORGIA</b>
By: _____ Its: Mayor	By: _____ Its: Chairman

EXHIBIT "A"  
LEGAL DESCRIPTION OF  
PROPERTY NO. 1  
5765 Buford Highway, Norcross, Georgia 30071  
Gwinnett County Tax Parcel No. 6243 033

EXHIBIT "B"  
LEGAL DESCRIPTION OF  
PROPERTY NO. 2  
4 Holcomb Bridge Road, Norcross, Georgia 3007  
Gwinnett County Tax Parcel No. 6243 039

EXHIBIT "C"  
LEGAL DESCRIPTION OF  
PROPERTY NO. 3  
155 Holcomb Bridge Road North, Norcross, Georgia 30071  
Gwinnett County Tax Parcel No. 6243 043

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