

# City of Norcross

*65 Lawrenceville Street  
Norcross, GA 30071*



## Meeting Agenda

**Tuesday, September 13, 2022**

**6:30 PM**

**2nd Floor Conference Room**

### **Special Called Meeting**

*Mayor Craig Newton*

*Mayor Pro Tem Matt Myers*

*Councilmember Andrew Hixson*

*Councilmember Josh Bare*

*Councilmember Bruce Gaynor*

*Councilmember Dr. Arlene Beckles*

**A. Call to Order by Mayor Craig Newton**  
**PLEASE TURN OFF ALL CELL PHONES AND ELECTRONIC DEVICES**

**B. Roll Call (recorded)**

**C. Comments by Citizens**

**PH. Public Hearings**

**E. Items for Discussion**

1. [22-6568](#) **Intergovernmental Agreement with Norcross Development Authority**  
Approve an Intergovernmental Agreement (IGA) between the City of Norcross and the Norcross Development Authority (NDA) for the transfer of 10.49-acres of city-owned property on Mitchell Road for redevelopment purposes.

[Agenda Report - Intergovernmental Agreement with Norcross Development Authority](#)

[IGA \[Redline from NDA Version\]](#)

[IGA Revisions \[CLEAN\]](#)

**F. Adjourn to Executive Session for Legal, Personnel, and Real Estate**

**G. Signed by \_\_\_\_\_ Mayor Craig Newton**

**H. Attest \_\_\_\_\_ Monique Lang, City Clerk**



# City of Norcross

Legislation Details (With Details)

65 Lawrenceville Street  
Norcross, GA 30071

770-448-2122

770-242-0824

|                      |                                                                 |                    |                        |
|----------------------|-----------------------------------------------------------------|--------------------|------------------------|
| <b>File#:</b>        | 22-6568                                                         | <b>Version:</b>    |                        |
| <b>Type:</b>         | Agenda Item                                                     | <b>Status:</b>     | Agenda Ready           |
| <b>File Created:</b> | 9/11/2022                                                       | <b>In Control:</b> | Special Called Meeting |
| <b>On Agenda:</b>    | 9/13/2022 6:30 PM                                               | <b>Status:</b>     | Submitted              |
| <b>Title:</b>        | Intergovernmental Agreement with Norcross Development Authority |                    |                        |

**Sponsors:**

**Code Sections:**

**Attachments:**

1. [Agenda Report - Intergovernmental Agreement with Norcross Development Authority](#)
2. [IGA \[Redline from NDA Version\]](#)
3. [IGA Revisions \[CLEAN\]](#)

**Title**

**Intergovernmental Agreement with Norcross Development Authority**

**Drafter**

**William Corbin**

A motion to Approve/Deny an Intergovernmental Agreement (IGA) between the City of Norcross and the Norcross Development Authority (NDA) for the transfer of 10.49-acres of city-owned property on Mitchell Road for redevelopment purposes.



MAYOR **CRAIG NEWTON** • MAYOR PRO TEM **MATT MYERS** • COUNCILMEMBER **ANDREW HIXSON** • COUNCILMEMBER **JOSH BARE**  
COUNCILMEMBER **BRUCE GAYNOR** • COUNCILMEMBER **ARLENE BECKLES** • CITY MANAGER **ERIC JOHNSON** • CITY CLERK **MONIQUE LANG**

## Agenda Report

**To:** Mayor and Council  
**From:** William Corbin, Economic Development Director  
**Agenda:** September 13, 2022 – Special Called Meeting  
**Agenda #:** 22-6568  
**Item:** Approval of Intergovernmental Agreement for Mitchell Road city-owned property  
**CC:** Eric Johnson, City Manager

### Recommendation

Approve an Intergovernmental Agreement (IGA) between the City of Norcross and the Norcross Development Authority (NDA) for the transfer of 10.49-acres of city-owned property on Mitchell Road for redevelopment purposes.

### Background

The City of Norcross owns a 10.49-acre parcel of undeveloped, wooded land off Mitchell Road and just south of Everglades Trail (Parcel ID: R6225 004).

Historically, the site has been undeveloped land or agricultural land until the late 1960s, when a large sewer pond and associated facility was constructed. Subsequently, the site has remained relatively undeveloped and has been used for storage purposes.

Per city ordinance, the NDA was created, in part, to serve and provide investment capital to low income communities or low income persons. As such, the NDA is seeking to redevelop the site into a mixed-use, affordable housing development.

### Financial Impact

Given that the City would net the sales price less closing costs if the City were to sell the asset (turning a physical asset into cash), and *if* the IGA requires the City agree to the sales price, the impact of the IGA to the City is largely the 30% or \$300,000 that the agreement allows the NDA to retain upon successful sale of the property for future NDA purposes. There may be other differential in proceeds based on the terms of the subsequently negotiated sale by the NDA.

**Consistent with Comprehensive Plan?**

Yes. Sustainability & Quality of Life – Housing & Neighborhood Stabilization.

The transfer of this property from the City to the NDA is congruent with the City's 2040 Comprehensive Plan, including the City's goal to ensure that Norcross residents have a variety of attainable, quality housing options within the City.

**Next Steps**

Should Mayor & Council approve the IGA, the document will need to be signed and fully executed by both parties (City and NDA).

**Attachments**

IGA [Redline from NDA Version]

IGA Revisions [CLEAN]

**INTERGOVERNMENTAL AGREEMENT  
FOR THE PURCHASE, FINANCING AND REDEVELOPMENT  
OF THE MITCHELL ROAD SITE**

This Intergovernmental Agreement (the “Agreement”) is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2022 by and between the CITY OF NORCROSS, a political subdivision of the State of Georgia, (hereinafter referred to as “City”) and the NORCROSS DEVELOPMENT AUTHORITY (hereinafter referred to as “NDA”).

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

WHEREAS, the City is a political subdivision of the State of Georgia and the NDA is a public body, corporate and politic, created pursuant to the provisions of Article IX, Section VI, Paragraph III of the Constitution of the State of Georgia and the Development Authorities Law of the State of Georgia, O.C.G.A. § 36-42-1, *et seq.*;

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

WHEREAS, pursuant to Article IX, Section III, Paragraph I of the Constitution of the State of Georgia, the City and NDA 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, the NDA is authorized pursuant to O.C.G.A. § 36-4-8(a)(4) to acquire by purchase, lease, or otherwise and to hold, lease, and dispose of real and personal property of every kind and character, or any interest therein, in furtherance of the public purpose of the authority;

WHEREAS, the NDA is authorized pursuant to O.C.G.A. § 36-42-8(a)(8) to make application directly or indirectly to any municipal government or agency or to any other source, whether public or private, for loans, grants, guarantees, or other financial assistance in furtherance of the authority's public purposes and to accept and use the same upon such terms and conditions as are prescribed by such municipal government or agency or other source;

WHEREAS, the NDA desires to acquire from the City certain real estate within the jurisdiction of the City to market the property for redevelopment purposes;

WHEREAS, the transfer of the property contemplated in this Agreement furthers the interests of the City as they are provided and published in the City's 2040 Comprehensive Plan, as amended on March 2, 2020, including but not limited to the City's goal to ensure that Norcross residents have a variety of attainable, quality housing options within the City;

WHEREAS, the NDA's acquisition and subsequent use of the property as contemplated in this Agreement further activities to promote public purposes to develop trade, commerce, industry, and employment opportunities within the City of Norcross;

WHEREAS, the City desires to transfer its interest in the property contemplated in this Agreement under the terms and conditions set forth hereinbelow; and

NOW THEREFORE, 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 NDA do agree as follows:

1.

INTERGOVERNMENTAL AGREEMENT BETWEEN  
THE CITY OF NORCROSS, GEORGIA AND THE DEVELOPMENT AUTHORITY OF NORCROSS  
- 2 -

—The City hereby agrees to transfer to the NDA the unaddressed real estate on Mitchell Road, the same having the Parcel Identification Number R6225 004 and being further described in ~~Exhibit A~~, which is attached hereto and incorporated herein by reference (hereinafter the “Subject Property”). As consideration for the transfer of the Subject Property, the City shall be compensated as provided in this Agreement.

The Parties expressly anticipate that the form of this ~~Agreement transfer may be updated~~will be more formally memorialized prior to closing to conform to ~~the actual purchase price of the Subject Property and~~ such other additional terms and/or modifications of terms ~~that the agreeable to the~~ City and the NDA ~~may approve~~ that are consistent with basic terms set forth in this Agreement or the subsequent mutual and written modifications to the same.

2.

The City and the NDA understand that, upon transfer of the Subject Property to the NDA, the NDA market the Subject Property for subsequent development, including but not limited to the sale of the Subject Property to a private developer, that is consistent with the City’s Comprehensive Plan and the 2020 Urban Redevelopment Plan as well as any other similar policy document duly adopted by the City, including any subsequently created policy, resolution, adaptation, or any modification of any such policy. The NDA understands that any sale of the Subject Property shall be memorialized in a purchase and sale agreement with conditions, warranties, and commitments that are customary in similar transactions (the “Purchase and Sale Agreement”). The Purchase and Sale Agreement shall be provided to the City within five (5) days

Formatted: Justified, Indent: First line: 0.5"

Formatted: Underline

Formatted: Underline

Formatted: Underline

Formatted: Underline

INTERGOVERNMENTAL AGREEMENT BETWEEN  
THE CITY OF NORCROSS, GEORGIA AND THE DEVELOPMENT AUTHORITY OF NORCROSS  
- 3 -

Attachment: IGA [Redline from NDA Version] (22-6568 : Intergovernmental Agreement with Norcross Development Authority)

of its execution. Such delivery shall be made by providing the same to the City Manager and City Attorney.

~~The pThe NDA has ratified and approved a Memorandum of Understanding for the sale of the Subject Property and a true and correct unsigned copy of the same is attached hereto as Exhibit B (the "MOU"). The terms and conditions of the MOU are hereby incorporated by reference to this Agreement. The MOU provides that the parties will attempt to enter into a Purchase and Sales Agreement within sixty (60) days of the execution of the MOU. The Purchase pPrice for the transfer of the Subject Property shall be established in the Purchase and Sale Agreement and shall be reflect the fair market value of the Subject Property established in the Purchase and Sale Agreement after good faith negotiation and be~~ based, in part, upon a recent appraisal of the Subject Property (which shall be no more than 120 days old) and other physical and market conditions that the parties may deem appropriate (the "Purchase Price").

~~\_\_\_\_\_ The Purchase and Sales Agreement shall contain a provision that agreement may be terminated if the Purchase Price is not approved by the City Council within sixty (60) days of the execution of the Purchase and Sale Agreement.~~

3.

The City and the NDA expressly anticipate that the NDA will work with the potential purchaser- of the Subject Property for future development that is consistent with the goals of NDA and consistent with the 2040 Comprehensive Plan, ~~and~~ the 2020 Urban Redevelopment Plan, and any other relevant or later created policy document. The parties acknowledge that the Subject Property is currently located in the City's C-2 zoning district and in the South Norcross

Formatted: Indent: First line: 0.25"

Commented [DWJ1]: Matt--I took out the M&C approval based on your suggestion.

Can I suggest that we include a provision that state that the Purchase and Sale Agreement shall include a provision that the sale is subject to the City's right of refusal, which must be enforced within sixty (60) days of notice to the City and that notice shall be given within sixty (60) days of executing the PSA by delivery to the City Manager.

Formatted: Underline

Formatted: Underline

INTERGOVERNMENTAL AGREEMENT BETWEEN  
THE CITY OF NORCROSS, GEORGIA AND THE DEVELOPMENT AUTHORITY OF NORCROSS  
- 4 -

Attachment: IGA [Redline from NDA Version] (22-6568 : Intergovernmental Agreement with Norcross Development Authority)

Neighborhoods Character Area in the City's Future Development Map. While ~~the~~any potential purchaser of the Subject Property or its agents may seek re-development and/or changes to the City's ~~z~~zoning mMap, the Parties acknowledge that this Agreement is not a promise or guarantee that future applications for changes in applicable land-use regulations or for amendments to the City's Future Development Map will be approved by City to accommodate the ~~NDA's~~ contemplated development ~~of the Subject Property~~. The parties acknowledge that the City may condition any rezoning, special use permit, variance, or any other similar land-use or development change request according to the lawful desires of the City ~~Council~~, including that ~~the~~ City ~~Council~~ may condition a land-use or development change request upon a specific site plan.

The NDA may consummate a transfer of the Subject Property with restrictions and covenants deemed appropriate by the NDA and by the City. Such restrictions and covenants shall be intended to ensure that the Subject Property will be developed in a manner consistent with this Agreement, the City's stated policies for redevelopment, and with applicable law. Any such conditions must be placed within the Purchase and Sale Agreement as a condition for closing of the Subject Property. ~~—The City shall have the right to approve-review~~ any restrictions and covenants prior to any transfer of the Subject Property by the NDA. ~~Any transfer of the Subject Property by the NDA without prior approval by the City of the restrictions and covenants shall be an ultra vires act, a breach of the covenants between the parties, and/or shall be void or voidable in accordance with applicable law.~~ Such covenants and restrictions must be memorialized and, where consistent with recognized custom and practice in the real-estate industry and applicable law, recorded with the deed or other instrument transferring the Subject Property to any

~~transferee private owner.~~ Any transfer of the Subject Property by the NDA without prior approval by the City of the those restrictions and covenants contemplated in the Purchase and Sale Agreement shall be an ultra vires act, a breach of the covenants between the parties, and/or shall be void or voidable in accordance with applicable law.

4.

Upon ~~the~~ sale of the Subject Property, all funds received by the NDA for the sale of the Subject Property, less those described in this Section, shall be transferred to the City as consideration for the transfer of the Subject Property to the NDA. ~~—~~In exchange for satisfactorily completing the obligations described herein, the City shall allow the NDA to retain the lesser of 30% of the purchase price or \$300,000.00 ~~of from any the~~ net sale proceeds to be used by the NDA for operating costs and the funding of future projects as authorized by law.~~—~~

~~5.~~

This obligation of the ——— NDA to the City shall be memorialized in an executed deed to secure debt (the “Deed to Secure Debt”) securing the NDA’s obligation as it relates to the Subject Property in substantially the same form as Exhibit B on behalf of the NDA.

~~56.~~

The City shall have a right of first refusal upon any sale of the Property. The right of first refusal shall be made within sixty (60) days of the Purchase and Sale Agreement being provided to the City in accordance with Section 2 of this Agreement. The City may enforce this right of first refusal by offsetting the funds owed to the City pursuant to Section 4 of this Agreement. Should the City enforce its right of first refusal, the NDA shall not retain the \$300,000.00 of the net sale

Formatted: Indent: First line: 0.5"

proceeds as described in Section 4. However, the NDA shall be permitted to retain its reasonable and necessary costs and expenses associated with fulfilling the terms and provisions of the Purchase and Sale Agreement.

6.

Prior to the sale of the Subject Property by the NDA to the potential purchaser~~-,~~ the Mayor of the City of Norcross is hereby authorized to execute the Deed conveying the Subject Property to the NDA provided all conditions of this Agreement have been satisfied. The Deed to Secure Debt shall be executed by the NDA and recorded contemporaneously with any such deed to the NDA.

77.

This Agreement may be executed in serval counterparts, each of which shall be an original, and all of which shall constitute one and the same instruments.

88.

This Agreement and the rights and obligations of the parties hereto shall be governed, construed, and interpreted according to the laws of the State of Georgia and any litigation arising from this Agreement or otherwise related to the transaction(s) described herein shall exclusively be filed in the Superior Court of Gwinnett County. This Agreement shall expire within twelve (12) months of Execution, unless extended by a resolution of the City. This Agreement expresses the entire understanding and agreement between the parties. Should any one or more of the phrases, sentences, clauses, or sections contained in this Agreement be found invalid by a court of competent jurisdiction, such a finding shall not affect the remaining portions of this Agreement or

any part thereof. No waiver, amendment, release, or modification of this Agreement shall be effective unless made in writing and executed by both parties hereto, and properly approved in accordance with the provisions of Georgia law.

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

[Intentionally Blank]

*(Executions Follow on Subsequent Pages)*

#### **CITY OF NORCROSS**

INTERGOVERNMENTAL AGREEMENT BETWEEN  
THE CITY OF NORCROSS, GEORGIA AND THE DEVELOPMENT AUTHORITY OF NORCROSS

- 8 -

ATTEST:

By: \_\_\_\_\_  
MONIQUE LANG, CITY CLERK

(SEAL)

By: \_\_\_\_\_  
CRAIG NEWTON, MAYOR

INTERGOVERNMENTAL AGREEMENT BETWEEN  
THE CITY OF NORCROSS, GEORGIA AND THE DEVELOPMENT AUTHORITY OF NORCROSS

- 9 -

Attachment: IGA [Redline from NDA Version] (22-6568 : Intergovernmental Agreement with Norcross Development Authority)

**NORCROSS DEVELOPMENT AUTHORITY**

By: \_\_\_\_\_  
SOPHIE L. GIBSON, SECRETARY

By: \_\_\_\_\_  
KATHLEEN ALLEN, CHAIRPERSON

(SEAL)

INTERGOVERNMENTAL AGREEMENT BETWEEN  
THE CITY OF NORCROSS, GEORGIA AND THE DEVELOPMENT AUTHORITY OF NORCROSS  
- 10 -

Attachment: IGA [Redline from NDA Version] (22-6568 : Intergovernmental Agreement with Norcross Development Authority)

**EXHIBIT A**  
**Legal Description of the Subject Property**

INTERGOVERNMENTAL AGREEMENT BETWEEN  
THE CITY OF NORCROSS, GEORGIA AND THE DEVELOPMENT AUTHORITY OF NORCROSS  
- 11 -

Attachment: IGA [Redline from NDA Version] (22-6568 : Intergovernmental Agreement with Norcross Development Authority)

**EXHIBIT B**  
~~MOU~~

DRAFT

INTERGOVERNMENTAL AGREEMENT BETWEEN  
THE CITY OF NORCROSS, GEORGIA AND THE DEVELOPMENT AUTHORITY OF NORCROSS  
- 12 -

Attachment: IGA [Redline from NDA Version] (22-6568 : Intergovernmental Agreement with Norcross Development Authority)

Deed to Secure Debt

Formatted: Centered

INTERGOVERNMENTAL AGREEMENT BETWEEN  
THE CITY OF NORCROSS, GEORGIA AND THE DEVELOPMENT AUTHORITY OF NORCROSS  
- 13 -

Attachment: IGA [Redline from NDA Version] (22-6568 : Intergovernmental Agreement with Norcross Development Authority)

**INTERGOVERNMENTAL AGREEMENT**  
**FOR THE PURCHASE, FINANCING AND REDEVELOPMENT**  
**OF THE MITCHELL ROAD SITE**

This Intergovernmental Agreement (the “Agreement”) is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2022 by and between the CITY OF NORCROSS, a political subdivision of the State of Georgia, (hereinafter referred to as “City”) and the NORCROSS DEVELOPMENT AUTHORITY (hereinafter referred to as “NDA”).

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

WHEREAS, the City is a political subdivision of the State of Georgia and the NDA is a public body, corporate and politic, created pursuant to the provisions of Article IX, Section VI, Paragraph III of the Constitution of the State of Georgia and the Development Authorities Law of the State of Georgia, O.C.G.A. § 36-42-1, *et seq.*;

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

WHEREAS, pursuant to Article IX, Section III, Paragraph I of the Constitution of the State of Georgia, the City and NDA 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, the NDA is authorized pursuant to O.C.G.A. § 36-4-8(a)(4) to acquire by purchase, lease, or otherwise and to hold, lease, and dispose of real and personal property of every kind and character, or any interest therein, in furtherance of the public purpose of the authority;

WHEREAS, the NDA is authorized pursuant to O.C.G.A. § 36-42-8(a)(8) to make application directly or indirectly to any municipal government or agency or to any other source, whether public or private, for loans, grants, guarantees, or other financial assistance in furtherance of the authority's public purposes and to accept and use the same upon such terms and conditions as are prescribed by such municipal government or agency or other source;

WHEREAS, the NDA desires to acquire from the City certain real estate within the jurisdiction of the City to market the property for redevelopment purposes;

WHEREAS, the transfer of the property contemplated in this Agreement furthers the interests of the City as they are provided and published in the City's 2040 Comprehensive Plan, as amended on March 2, 2020, including but not limited to the City's goal to ensure that Norcross residents have a variety of attainable, quality housing options within the City;

WHEREAS, the NDA's acquisition and subsequent use of the property as contemplated in this Agreement further activities to promote public purposes to develop trade, commerce, industry, and employment opportunities within the City of Norcross;

WHEREAS, the City desires to transfer its interest in the property contemplated in this Agreement under the terms and conditions set forth hereinbelow; and

NOW THEREFORE, 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 NDA do agree as follows:

1.

INTERGOVERNMENTAL AGREEMENT BETWEEN  
THE CITY OF NORCROSS, GEORGIA AND THE DEVELOPMENT AUTHORITY OF NORCROSS

- 2 -

Attachment: IGA Revisions [CLEAN] (22-6568 : Intergovernmental Agreement with Norcross Development Authority)

The City hereby agrees to transfer to the NDA the unaddressed real estate on Mitchell Road, the same having the Parcel Identification Number R6225 004 and being further described in **Exhibit A**, which is attached hereto and incorporated herein by reference (hereinafter the “Subject Property”). As consideration for the transfer of the Subject Property, the City shall be compensated as provided in this Agreement. The Parties expressly anticipate that the form of this transfer will be more formally memorialized prior to closing to conform to such other additional terms and/or modifications of terms agreeable to the City and the NDA that are consistent with basic terms set forth in this Agreement or the subsequent mutual and written modifications to the same.

2.

The City and the NDA understand that, upon transfer of the Subject Property to the NDA, the NDA market the Subject Property for subsequent development, including but not limited to the sale of the Subject Property to a private developer, that is consistent with the City’s Comprehensive Plan and the 2020 Urban Redevelopment Plan as well as any other similar policy document duly adopted by the City, including any subsequently created policy, resolution, adaptation, or any modification of any such policy. The NDA understands that any sale of the Subject Property shall be memorialized in a purchase and sale agreement with conditions, warranties, and commitments that are customary in similar transactions (the “Purchase and Sale Agreement”). The Purchase and Sale Agreement shall be provided to the City within five (5) days of its execution. Such delivery shall be made by providing the same to the City Manager and City Attorney.

The purchase price for the transfer of the Subject Property shall be established in the Purchase and Sale Agreement and shall reflect the fair market value of the Subject Property based, in part, upon a recent appraisal of the Subject Property (which shall be no more than 120 days old) and other physical and market conditions that the parties may deem appropriate (the “Purchase Price”).

3.

The City and the NDA expressly anticipate that the NDA will work with the potential purchaser of the Subject Property for future development that is consistent with the goals of NDA and consistent with the 2040 Comprehensive Plan, the 2020 Urban Redevelopment Plan, and any other relevant or later created policy document. The parties acknowledge that the Subject Property is currently located in the City’s C-2 zoning district and in the South Norcross Neighborhoods Character Area in the City’s Future Development Map. While any potential purchaser of the Subject Property or its agents may seek re-development and/or changes to the City’s zoning map, the Parties acknowledge that this Agreement is not a promise or guarantee that future applications for changes in applicable land-use regulations or for amendments to the City’s Future Development Map will be approved by City to accommodate the contemplated development. The parties acknowledge that the City may condition any rezoning, special use permit, variance, or any other similar land-use or development change request according to the lawful desires of the City , including that the City may condition a land-use or development change request upon a specific site plan.

The NDA may consummate a transfer of the Subject Property with restrictions and

covenants deemed appropriate by the NDA and by the City. Such restrictions and covenants shall be intended to ensure that the Subject Property will be developed in a manner consistent with this Agreement, the City's stated policies for redevelopment, and with applicable law. Any such conditions must be placed within the Purchase and Sale Agreement as a condition for closing of the Subject Property. The City shall have the right to review any restrictions and covenants prior to any transfer of the Subject Property by the NDA. Such covenants and restrictions must be memorialized and, where consistent with recognized custom and practice in the real-estate industry and applicable law, recorded with the deed or other instrument transferring the Subject Property to any transferee. Any transfer of the Subject Property by the NDA without those restrictions and covenants contemplated in the Purchase and Sale Agreement shall be an *ultra vires* act, a breach of the covenants between the parties, and/or shall be void or voidable in accordance with applicable law.

4.

Upon the sale of the Subject Property, all funds received by the NDA for the sale of the Subject Property, less those described in this Section, shall be transferred to the City as consideration for the transfer of the Subject Property to the NDA. In exchange for satisfactorily completing the obligations described herein, the City shall allow the NDA to retain the lesser of 30% of the purchase price or \$300,000.00 from any net sale proceeds to be used by the NDA for operating costs and the funding of future projects as authorized by law. This obligation of the NDA to the City shall be memorialized in an executed deed to secure debt (the "Deed to Secure Debt") securing the NDA's obligation as it relates to the Subject Property in substantially the same form

as **Exhibit B** on behalf of the NDA.

5.

The City shall have a right of first refusal upon any sale of the Property. The right of first refusal shall be made within sixty (60) days of the Purchase and Sale Agreement being provided to the City in accordance with Section 2 of this Agreement. The City may enforce this right of first refusal by offsetting the funds owed to the City pursuant to Section 4 of this Agreement. Should the City enforce its right of first refusal, the NDA shall not retain the \$300,000.00 of the net sale proceeds as described in Section 4. However, the NDA shall be permitted to retain its reasonable and necessary costs and expenses associated with fulfilling the terms and provisions of the Purchase and Sale Agreement.

6.

Prior to the sale of the Subject Property by the NDA to the potential purchaser, the Mayor of the City of Norcross is hereby authorized to execute the Deed conveying the Subject Property to the NDA provided all conditions of this Agreement have been satisfied. The Deed to Secure Debt shall be executed by the NDA and recorded contemporaneously with any such deed to the NDA.

7.

This Agreement may be executed in several counterparts, each of which shall be an original, and all of which shall constitute one and the same instruments.

8.

This Agreement and the rights and obligations of the parties hereto shall be governed, construed, and interpreted according to the laws of the State of Georgia and any litigation arising from this Agreement or otherwise related to the transaction(s) described herein shall exclusively be filed in the Superior Court of Gwinnett County. This Agreement shall expire within twelve (12) months of Execution, unless extended by a resolution of the City. This Agreement expresses the entire understanding and agreement between the parties. Should any one or more of the phrases, sentences, clauses, or sections contained in this Agreement be found invalid by a court of competent jurisdiction, such a finding shall not affect the remaining portions of this Agreement or any part thereof. No waiver, amendment, release, or modification of this Agreement shall be effective unless made in writing and executed by both parties hereto, and properly approved in accordance with the provisions of Georgia law.

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

[Intentionally Blank]

*(Executions Follow on Subsequent Pages)*

INTERGOVERNMENTAL AGREEMENT BETWEEN  
THE CITY OF NORCROSS, GEORGIA AND THE DEVELOPMENT AUTHORITY OF NORCROSS

- 7 -

Attachment: IGA Revisions [CLEAN] (22-6568 : Intergovernmental Agreement with Norcross Development Authority)

**CITY OF NORCROSS**

ATTEST:

By: \_\_\_\_\_  
MONIQUE LANG, CITY CLERK

(SEAL)

By: \_\_\_\_\_  
CRAIG NEWTON, MAYOR

Attachment: IGA Revisions [CLEAN] (22-6568 : Intergovernmental Agreement with Norcross Development Authority)

INTERGOVERNMENTAL AGREEMENT BETWEEN  
THE CITY OF NORCROSS, GEORGIA AND THE DEVELOPMENT AUTHORITY OF NORCROSS

- 8 -

**NORCROSS DEVELOPMENT AUTHORITY**

By: \_\_\_\_\_  
SOPHIE L. GIBSON, SECRETARY

By: \_\_\_\_\_  
KATHLEEN ALLEN, CHAIRPERSON

(SEAL)

Attachment: IGA Revisions [CLEAN] (22-6568 : Intergovernmental Agreement with Norcross Development Authority)

INTERGOVERNMENTAL AGREEMENT BETWEEN  
THE CITY OF NORCROSS, GEORGIA AND THE DEVELOPMENT AUTHORITY OF NORCROSS

- 9 -

**EXHIBIT A**  
**Legal Description of the Subject Property**

Attachment: IGA Revisions [CLEAN] (22-6568 : Intergovernmental Agreement with Norcross Development Authority)

DRAFT

INTERGOVERNMENTAL AGREEMENT BETWEEN  
THE CITY OF NORCROSS, GEORGIA AND THE DEVELOPMENT AUTHORITY OF NORCROSS  
- 10 -

**EXHIBIT B**  
**Deed to Secure Debt**

Attachment: IGA Revisions [CLEAN] (22-6568 : Intergovernmental Agreement with Norcross Development Authority)

INTERGOVERNMENTAL AGREEMENT BETWEEN  
THE CITY OF NORCROSS, GEORGIA AND THE DEVELOPMENT AUTHORITY OF NORCROSS  
- 11 -