



LAWRENCEVILLE

GEORGIA

CITY COUNCIL REGULAR MEETING MINUTES

Wednesday, December 16, 2020
7:00 PM

Council Assembly Room
70 S. Clayton St, GA 30046

Call to Order

PRESENT

Mayor David Still
Council Member Glenn Martin
Council Member Victoria Jones
Mayor Pro Tem Bob Clark
Council Member Keith Roche

Prayer

John Heard delivered the prayer.

Pledge of Allegiance

Mayor Still led the group in the Pledge of Allegiance.

Agenda Additions / Deletions

Item #2 is removed.

The Approval of Prior Meeting Minutes has been tabled to the January 25th Regular Meeting.

Motion to approve agenda as amended made by Council Member Roche, Seconded by Council Member Martin.

Voting Yea: Mayor Still, Council Member Martin, Council Member Jones, Mayor Pro Tem Clark, Council Member Roche

Recognitions

1. Introduction of New Communications Staff

Communications Director Melissa Hardegree recognized her new employees. Jasmine Billings has had two promotions this year and is the City's Events and Programs Manager. Madison

Chucci has been hired as Events Coordinator. Malia Mack is the new Marketing and Communications Coordinator.

2. Recognition of Congressman Woodall

Removed from Agenda.

Approval of Prior Meeting Minutes

All of the below Minutes (items 3-8) were tabled to the January 25th Regular Meeting.

3. October 26, 2020 Regular Meeting
4. October 28, 2020 Special Call and Executive Session
5. October 29, 2020 Special Call and Executive Session
6. November 2, 2020 Special Call and Executive Session
7. November 11, 2020 Work Session and Executive Session
8. November 18, 2020 Regular Meeting

Announcements

Council Member Victoria Jones said it's time to be hopeful, she announced that the COVID vaccine is now in Gwinnett County, she thanked the first line workers for all of their efforts, and she thanked City Manager Chuck Warbington and Council as well as City staff for a great year. Mayor Pro Tem Bob Clark wished everyone a Merry Christmas. Council Member Glenn Martin thanked staff and City leadership. Council Member Keith Roche wished everyone a Merry Christmas and a prosperous New Year. Mayor David Still announced that Chief Court Judge Ethan Pham was sworn in and also Associate Court Judge James Wall was sworn in. Mayor Still also recognized Judge Dennis Still on his retirement as Lawrenceville's Chief Court Judge for the last 42 years. Finally, Mayor Still went through the PowerPoint slide to announce upcoming City events.

Public Comment

Presentations will be limited to 2 minutes per person and Council will not respond to the comment.

No Public Comment.

Consent Agenda

These are items on which the Mayor and Council are in agreement to approve and are placed on the agenda to be approved in one vote.

City Attorney Lee Thompson read the Consent Agenda into record.

Motion to approve Consent Agenda as read made by Council Member Roche, Seconded by Council Member Jones.

Voting Yea: Mayor Still, Council Member Martin, Council Member Jones, Mayor Pro Tem Clark, Council Member Roche

9. Construction and/or Replacement of Concrete Curbs, Gutters, Catch Basins, and Sidewalks on an Annual Contract
10. Villa Lodge & Suites Demolition Project
11. Architectural and Engineering Consulting Services on an Annual Contract
12. Ratification of East Pike Street Road Repair
13. Leak Survey on an Annual Contract
14. Ratification of Grayland Hills Subdivision Replacement of Underground Primary Conductor and Transformer Pads Project
15. Purchase of Electrical Materials on a Six-Month Contract Change Order 1
16. Cramac Subdivision Replacement of Underground Primary Conductor and Transformer Project
17. Renewal of Broad Based Geographic Information Services on an Annual Contract
18. Decommissioning of City Wells
19. Contract for Chief Judge
20. Contract for Associate Judge
21. Purchase and Installation of Space Saver Brand High Security Storage for Evidence Upgrade

Public Hearing Old Business

Discussion will be limited to 7 minutes per side including rebuttal. Discussions on Zoning issues will be limited to 10 minutes per side including rebuttal. Questions and answers from Council Members will not infringe on the time limit.

22. SUP2020-00042; Sunmoon Services, LLC; 850 Scenic Highway

Planning and Development Director Todd Hargrave delivered the initial presentation. John Jay, attorney for Sunmoon Services spoke as well as Mohammed Hossain.

Motion to deny SUP2020-00042; Sunmoon Services, LLC; 850 Scenic Highway made by Council Member Roche, Seconded by Mayor Pro Tem Clark.

Voting Yea: Mayor Still, Council Member Martin, Council Member Jones, Mayor Pro Tem Clark, Council Member Roche

23. CIC2020-00006; Lawrenceville Hand Properties, LLC; 420 Grayson Highway

Planning and Development Director Hargrave delivered the initial presentation. Jack Wilson that represents Lawrenceville Hand Holdings came up and spoke.

Motion to deny CIC2020-00006; Lawrenceville Hand Properties, LLC; 420 Grayson Highway made by Council Member Roche, Seconded by Council Member Martin.

Voting Yea: Mayor Still, Council Member Martin, Council Member Jones, Mayor Pro Tem Clark, Council Member Roche

24. CIC2020-00004; Najeeb Eshai; 125 Park Access Drive

Planning and Development Director Hargrave delivered the initial presentation. Jeff McMullen, contact for Najeeb Eshai also came up and spoke.

Motion to deny CIC2020-00004; Najeeb Eshai; 125 Park Access Drive made by Mayor Pro Tem Clark, Seconded by Council Member Roche.

Voting Yea: Mayor Still, Council Member Martin, Council Member Jones, Mayor Pro Tem Clark, Council Member Roche

Council Business Old Business

There is no public comment during this section of the agenda unless formally requested by the Mayor and the Council after an official vote.

25. Contract with Blue Line Solutions for Automated Speed Enforcement Cameras with Flock Safety Cameras in School Zones

Police Chief Tim Wallis delivered the presentation.

Motion to approve Contract with Blue Line Solutions for Automated Speed Enforcement Cameras with Flock Safety Cameras in School Zones made by Council Member Roche, Seconded by Council Member Jones.

Voting Yea: Mayor Still, Council Member Martin

Voting Nay: Mayor Pro Tem Clark

Council Business New Business

There is no public comment during this section of the agenda unless formally requested by the Mayor and the Council after an official vote.

26. Disposal of Municipal Solid Waste and C & D Materials on an Annual Contract Change Order 1

Assistant City Manager Public Works Director Barry Mock delivered the presentation.

Motion to approve Disposal of Municipal Solid Waste and C & D Materials on an Annual Contract Change Order 1 made by Mayor Pro Tem Clark, Seconded by Council Member Martin.

Voting Yea: Mayor Still, Council Member Martin, Council Member Jones, Mayor Pro Tem Clark, Council Member Roche

27. On-Call Electrical Services on an Annual Contract Change Order 2

Assistant City Manager Public Works Director Mock delivered the presentation.

Motion to approve On-Call Electrical Services on an Annual Contract Change Order 2 made by Council Member Jones, Seconded by Council Member Martin.

Voting Yea: Mayor Still, Council Member Martin, Council Member Jones, Mayor Pro Tem Clark, Council Member Roche

28. Permanent Stage Change Order 2

Assistant City Manager Public Works Director Mock delivered the presentation.

Motion Permanent Stage Change Order 2 made by Council Member Martin, Seconded by Council Member Roche.

Voting Yea: Mayor Still, Council Member Martin, Council Member Jones, Mayor Pro Tem Clark, Council Member Roche

29. Intergovernmental Agreement with Gwinnett County for the Hooper Renwick School

City Manager Chuck Warbington delivered the presentation.

Motion to approve Intergovernmental Agreement with Gwinnett County for the Hooper Renwick School made by Mayor Still, Seconded by Council Member Roche.

Voting Yea: Mayor Still, Council Member Martin, Council Member Jones, Mayor Pro Tem Clark, Council Member Roche

Final Adjournment

Motion to adjourn made by Mayor Pro Tem Clark, Seconded by Council Member Jones.

Voting Yea: Mayor Still, Council Member Martin, Council Member Jones, Mayor Pro Tem Clark, Council Member Roche

Minute Signatures

David R. Still, Mayor

Karen Pierce, City Clerk

MAYOR AND COUNCIL

CITY OF LAWRENCEVILLE, GEORGIA

ORDINANCE

READING AND ADOPTION:

At the regular meeting of the Mayor and Council of the City of Lawrenceville, held at City Hall, 70 S. Clayton Street, Lawrenceville, Georgia.

PRESENTVOTEDavid Still, MayorYESBob Clark, Council MemberYESVictoria Jones, Council MemberYESGlenn Martin, Council MemberYESKeith Roche, Council MemberYES

On motion to deny the request for a Special Use Permit of Council Member Roche, seconded by Council Member Clark, which carried 5-0, the following ordinance was adopted:

AN ORDINANCE TO DENY A SPECIAL USE PERMIT

WHEREAS, the Planning Commission of the City of Lawrenceville has held a duly advertised public hearing and has filed a formal recommendation with the Mayor and Council of the City of Lawrenceville upon an Application for a Special Use Permit from Sunmoon Services, LLC for the proposed use of Automobile Parts Store with Installation (Tire Store) on a tract of land located at 850 Scenic Highway and described in the attached legal description, which is incorporated herein and made a part hereof by reference; and

WHEREAS, notice to the public regarding said Amendment to the Official Zoning Map has been duly published in THE GWINNETT DAILY POST, the Official News Organ of the City of Lawrenceville; and

WHEREAS, a public hearing was held by the Mayor and Council of the City of Lawrenceville on December 16th, 2020 and objections were not filed.

NOW, THEREFORE, BE IT ORDAINED by the Mayor and Council of the City of Lawrenceville this the 16th day of December, 2020, that the aforesaid application for a Special Use Permit is hereby DENIED.

David R. Still, Mayor

Date Signed: _____

ATTEST:

Karen Pierce, City Clerk

Exhibit "A"
LEGAL DESCRIPTION

ALL THAT TRACT OR PARCEL OF LAND lying and being in Land Lots 107 and 108, 5th District, Gwinnett County, Georgia, and being more particularly described as follows:

BEGINNING at a concrete monument found on the southeasterly right of way line of the State Route 124 (aka Scenic Highway, a variable width right-of-way) at a point where the aforesaid right-of-way line intersects with the right-of-way line that connects the southeasterly right-of-way line of State Route 124 to the southerly right-of-way line of Sugarloaf Parkway (aka Johnson Road, a variable width right-of-way); thence in a northeasterly direction along the said right-of-way line connecting the southeasterly right-of-way line of State Route 124 to the southerly right-of-way line of Sugarloaf Parkway North 68 degrees 54 minutes 44 seconds East a distance of 60.29 feet to a concrete monument found on the southerly right-of-way line of Sugarloaf Parkway; continuing thence along the aforesaid right o-of-way line South 70 degrees 25 minutes 35 seconds East a distance of 13.16 feet to a concrete monument found on the aforesaid right-of-way line; continuing thence along the aforesaid right o-of-way South 54 degrees 47 minutes 10seconds East a distance of 42.23 feet to a point located on the aforesaid right-of-way line; continuing thence South 66 degrees 50 minutes 20 seconds East a distance of 36.96 feet to a point located on the aforesaid right-of-way line; continuing thence South 62 degrees 48 minutes 30 seconds East a distance of 66.28 feet to a point located on the aforesaid right-of-way line; continuing thence South 59 degrees 33 minutes 00 seconds East a distance of 33.47 feet to an iron pin set on the aforesaid right-of-way line; thence leaving the aforesaid right of way line and running South 15 degrees 44 minutes 02 seconds West a distance of 305.66 feet to an iron pin set; thence North 74 degrees 15 minutes 58 seconds West a distance of 231.15 feet to an iron pin set on the southerly right-of-way line of the State Route 124; continuing thence along the aforesaid right-of-way line North 14 degrees 58 minutes 32 seconds East a distance of 45.00 feet to an iron pin set on the aforesaid right-of-way line; continuing thence North 14 degrees 58 minutes 32 seconds East a distance of 265.99 feet to **THE POINT OF BEGINNING**; being 1.751 acres of improved real property as depicted on that certain as-built plat prepared for Kuka, Inc., Main Street Bank, and Chicago Title Insurance Company, certified and prepared by Jeffrey L. Nipper, Georgia Registered Land Surveyor No. 2736, dated February 22, 2002, which plat is incorporated herein by this reference.

TOGETHER WITH all easement for ingress, egress, sewer, and utilities as set forth on the aforesaid survey and as described in that certain Declaration of Joint and Reciprocal Easement recorded in Deed Book 24163, Page 107, Gwinnett County, Georgia, Records, which is incorporated herein by this reference.

MAYOR AND COUNCIL

CITY OF LAWRENCEVILLE, GEORGIA

ORDINANCE

READING AND ADOPTION:

At the regular meeting of the Mayor and Council of the City of Lawrenceville, held at City Hall, 70 S. Clayton Street, Lawrenceville, Georgia.

<u>PRESENT</u>	<u>VOTE</u>
<u>David Still</u> , Mayor	<u>YES</u>
<u>Bob Clark</u> , Council Member	<u>YES</u>
<u>Victoria Jones</u> , Council Member	<u>YES</u>
<u>Glenn Martin</u> , Council Member	<u>YES</u>
<u>Keith Roche</u> , Council Member	<u>YES</u>

On motion to deny the requested Change in Conditions of Council Member Roche, seconded by Council Member Martin, which carried 5-0, the following ordinance was adopted:

AN ORDINANCE TO DENY A CHANGE IN CONDITIONS

WHEREAS, the Planning Commission of the City of Lawrenceville has held a duly advertised public hearing and has filed a formal recommendation with the Mayor and Council of the City of Lawrenceville upon an Application for a Change-in-Conditions from Lawrenceville Hand Properties, LLC for the proposed use of Outdoor Storage on a tract of land located at 420 Grayson Highway and described in the attached legal description, which is incorporated herein and made a part hereof by reference; and

WHEREAS, notice to the public regarding said Amendment to the Official Zoning Map has been duly published in THE GWINNETT DAILY POST, the Official News Organ of the City of Lawrenceville; and

WHEREAS, a public hearing was held by the Mayor and Council of the City of Lawrenceville on December 16th, 2020 and objections were filed.

NOW, THEREFORE, BE IT ORDAINED by the Mayor and Council of the City of Lawrenceville this the 16th day of December, 2020, that the aforesaid application for a Change-in-Conditions is hereby DENIED.

David R. Still, Mayor

Date Signed: _____

ATTEST:

Karen Pierce, City Clerk

Type: DEED Book: 55248 Page: 00111

BK55248 PG0111

EXHIBIT A**LEGAL DESCRIPTION****PARCEL ONE:**

ALL THAT TRACT OR PARCEL OF LAND LYING AND BEING IN LAND LOT 148 OF THE 5th DISTRICT OF GWINNETT COUNTY, GEORGIA, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

TO FIND THE TRUE POINT OF BEGINNING, COMMENCE AT A POINT LOCATED AT THE INTERSECTION OF THE EASTERLY RIGHT-OF-WAY LINE OF GEORGIA S.R. 20 (A 90-FOOT RIGHT-OF-WAY AT SUCH POINT) WITH THE CENTER LINE OF APPLEWOOD DRIVE; THENCE RUNNING ALONG SAID EASTERLY RIGHT-OF-WAY LINE OF GEORGIA S.R. 20 THE FOLLOWING COURSES AND DISTANCES: SOUTH 25° 28' 24" EAST 324.47 FEET TO A POINT; NORTH 64° 15' 58" EAST 5.00 FEET TO A POINT; AND SOUTH 25° 30' 29" EAST 515.02 FEET TO AN IRON PIN SET; THENCE LEAVING SAID EASTERLY RIGHT-OF-WAY LINE OF GEORGIA S.R. 20 AND RUNNING NORTH 61° 10' 32" EAST 252.74 FEET TO A 4" CONCRETE MONUMENT FOUND; THENCE RUNNING NORTH 62° 20' 30" EAST 3.34 FEET TO AN IRON PIN FOUND, SAID IRON PIN BEING THE TRUE POINT OF BEGINNING; FROM THE TRUE POINT OF BEGINNING AS THUS ESTABLISHED, THENCE RUNNING NORTH 62° 20' 30" EAST 955.71 FEET TO A 4" CONCRETE MONUMENT FOUND; THENCE RUNNING SOUTH 26° 36' 49" EAST 494.34 FEET TO AN IRON PIN FOUND (1/2" PIPE); THENCE RUNNING SOUTH 61° 42' 15" WEST 640.07 FEET TO AN IRON PIN SET; THENCE RUNNING SOUTH 24° 48' 00" EAST 74.39 FEET TO AN IRON PIN FOUND; THENCE RUNNING SOUTH 61° 46' 30" WEST 330.59 FEET TO AN IRON PIN SET; THENCE RUNNING SOUTH 62° 02' 02" WEST 250.01 FEET TO AN IRON PIN SET LOCATED ON SAID EASTERLY RIGHT-OF-WAY LINE OF GEORGIA S.R. 20; THENCE RUNNING ALONG SAID EASTERLY RIGHT-OF-WAY LINE OF GEORGIA S.R. 20 NORTH 25° 30' 29" WEST 69.29 FEET TO AN IRON PIN SET; THENCE LEAVING SAID EASTERLY RIGHT-OF-WAY LINE OF GEORGIA S.R. 20 AND RUNNING NORTH 67° 54' 16" EAST 21.35 FEET TO AN IRON PIN SET; THENCE RUNNING NORTH 25° 30' 29" WEST 7.90 FEET TO AN IRON PIN SET; THENCE RUNNING NORTH 62° 02' 02" EAST 413.51 FEET TO AN IRON PIN FOUND; THENCE RUNNING NORTH 25° 24' 38" WEST 150.01 FEET TO AN IRON PIN FOUND; THENCE RUNNING SOUTH 62° 06' 28" WEST 161.48 FEET TO AN IRON PIN SET; THENCE RUNNING NORTH 28° 17' 45" WEST 101.35 FEET TO AN IRON PIN SET; THENCE RUNNING ALONG A 47.00 FOOT RADIUS CURVE TO THE LEFT, SAID CURVE HAVING A CHORD OF 66.47 FEET BEARING NORTH 73° 17' 45" WEST, A DISTANCE OF 73.83 FEET TO AN IRON PIN SET; THENCE RUNNING SOUTH 61° 42' 15" WEST 25.16 FEET TO AN IRON PIN SET; THENCE RUNNING ALONG A 297.00 FOOT RADIUS CURVE TO THE LEFT, SAID CURVE HAVING A CHORD OF 60.58 FEET BEARING SOUTH 55° 51' 37" WEST, A DISTANCE OF 60.68 FEET TO AN IRON PIN SET; THENCE RUNNING SOUTH 30° 00' 59" WEST 3.77 FEET TO AN IRON PIN SET; THENCE RUNNING ALONG A 252.77 FOOT RADIUS CURVE TO THE RIGHT, SAID CURVE HAVING A CHORD OF 63.62 FEET BEARING SOUTH 57° 15' 15" WEST, A DISTANCE OF 63.79 FEET TO AN IRON PIN SET; THENCE RUNNING SOUTH 64° 28' 35" WEST 43.61 FEET TO AN IRON PIN SET; THENCE RUNNING ALONG A 27.50 FOOT

Limited Warranty Deed

Exhibit A-Page 1

CIC2020-00006

RECEIVED: 11/4/2020

PLANNING & DEVELOPMENT DEPT

Type: DEED Book: 55248 Page: 00112

BK55248 PG0112

RADIUS CURVE TO THE LEFT, SAID CURVE HAVING A CHORD OF 25.04 FEET BEARING SOUTH 37° 24' 31" WEST, A DISTANCE OF 25.99 FEET TO AN IRON PIN SET; THENCE RUNNING SOUTH 25° 30' 29" EAST 126.52 FEET TO AN IRON PIN SET; THENCE RUNNING SOUTH 62° 06' 28" WEST 1.50 FEET TO AN IRON PIN SET LOCATED ON SAID EASTERLY RIGHT-OF-WAY LINE OF GEORGIA S.R. 20; THENCE RUNNING ALONG SAID EASTERLY RIGHT-OF-WAY LINE OF GEORGIA S.R. 20 NORTH 25° 30' 29" WEST 265.23 FEET TO AN IRON PIN SET; THENCE LEAVING SAID EASTERLY RIGHT-OF-WAY LINE OF GEORGIA S.R. 20 AND RUNNING SOUTH 38° 50' 11" EAST 6.51 FEET TO AN IRON PIN SET; THENCE RUNNING SOUTH 25° 30' 29" EAST 26.23 FEET TO AN IRON PIN SET; THENCE RUNNING ALONG A 72.00 FOOT RADIUS CURVE TO THE LEFT, SAID CURVE HAVING A CHORD OF 85.19 FEET BEARING SOUTH 82° 01' 28" EAST, A DISTANCE OF 91.15 FEET TO A POINT; THENCE RUNNING NORTH 61° 41' 48" EAST 144.59 FEET TO AN IRON PIN SET; THENCE RUNNING ALONG A 47.00 FOOT RADIUS CURVE TO THE LEFT, SAID CURVE HAVING A CHORD OF 66.47 FEET BEARING NORTH 16° 42' 15" EAST, A DISTANCE OF 73.82 FEET TO AN IRON PIN SET; THENCE RUNNING NORTH 28° 17' 45" WEST 122.94 FEET TO AN IRON PIN FOUND AND THE TRUE POINT OF BEGINNING.

SAID PARCEL OF LAND IS SHOWN AS "PUBLIX TRACT" (10.33 ACRES), "DRIVE 1" (12,878 SQUARE FEET), "DRIVE 2" (43,203 SQUARE FEET), AND "TRACT 3" (393 SQUARE FEET) ON THAT CERTAIN SURVEY ENTITLED "DEVELOPMENT SURVEY OF GWINNETT SQUARE FOR GWINNETT SQUARE PARTNERS, BARNETT BANK OF SOUTHWEST GEORGIA, JEFFERSON-PILOT LIFE INSURANCE COMPANY, BANK SOUTH, N.A., PUBLIX SUPER MARKETS, INC., AND TICOR TITLE INSURANCE COMPANY" DATED JULY 28, 1993, BEARING THE CERTIFICATION AND SEAL OF LARRY W. GROGAN, GEORGIA REGISTERED LAND SURVEYOR NO. 1649, JOB NO. 92227-05, AND RECORDED IN PLAT BOOK 59, PAGE 204, GWINNETT COUNTY, GEORGIA RECORDS.

PARCEL TWO:

ALL THAT CERTAIN TRACT OR PARCEL OF LAND lying and being in Land Lot 148 of the 5th District, Gwinnett County, Georgia, and being more particularly described as follows:

To find the POINT OF BEGINNING commence at the point located at the intersection of the easterly right-of-way line of Georgia S.R. 20 (a 90 foot right-of-way at such point) with the centerline of Applewood Drive; thence running along said easterly right-of-way line of Georgia S. R. 20 the following courses and distances: South 25° 28' 24" East 324.47 feet to a point; North 64° 15' 58" East 5.00 feet to a point; and South 25° 30' 29" East 515.02 feet to an iron pin set; thence leaving said easterly right-of-way line of Georgia S. R. 20 and running North 61° 10' 32" East 165 feet to a point; said point also being located South 37° 03' 12" East a distance of 847.07 feet from the intersection of the easterly right-of-way line of Georgia S.R. 20 and the centerline of Applewood Drive: said point being the POINT OF BEGINNING: from the POINT OF BEGINNING as thus established run North 61° 10' 32" East a distance of 87.74 feet to a point; thence continue North 62° 20' 30" East a distance of 3.34 feet to a point; thence South 28° 17' 45" East a distance of 122.94 feet to a point; thence along the arc of a curve to the right an arc distance of 73.83 feet, said arc having a radius of 47.00 feet and being subtended by a chord bearing South 16° 42' 15" West a chord distance of 66.47 feet, to a point; thence South 61° 41' 48" West a

*Limited Warranty Deed**Exhibit A-Page 2*

CIC2020-00006

RECEIVED: 11/4/2020

PLANNING & DEVELOPMENT DEPT

Type: DEED Book: 55248 Page: 00113

BK 55248 PG 0113

distance of 42.52 feet to a point; thence North 28° 49' 28" West a distance of 169.18 feet to a point; said point being the POINT OF BEGINNING.

All as shown as 0.34 acres on that certain survey for GWINNETT SQUARE PARTNERS, prepared by Larry W. Grogan, bearing the seal and certification of Larry W. Grogan, Georgia Registered Land Surveyor Number 1649, dated May 6, 1996.

EASEMENT TRACT:

TOGETHER WITH EASEMENTS CONTAINED IN THE CERTAIN DECLARATION OF EASEMENTS, COVENANTS AND RESTRICTIONS BY GWINNETT SQUARE PARTNERS, DATED AUGUST 12, 1993, FILED FOR RECORD AUGUST 17, 1993 AND RECORDED IN DEED BOOK 9197, PAGE 100, GWINNETT COUNTY, GEORGIA RECORDS.

Limited Warranty Deed

Exhibit A-Page 3

Applicant's Letter of Intent
Change in Conditions Application
420 Grayson Highway
Life Storage
Lawrenceville Hand Properties, LLC

Dear Mayor Still and Members of the City Council:

The property at 420 Grayson Highway is owned by Lawrenceville Hand Properties, LLC. The property is being managed by Life Storage. As you know, this property was redeveloped and repurposed after it was vacated by Publix. It currently operates as a Life Storage center. In May 2019, the Mayor and City Council voted to revise certain conditions of a Special Use Permit for this use.

The intervening COVID-19 pandemic has changed a number of circumstances for the Owner/Applicant and for Life Storage. We believe hardships and difficulties presented in the pandemic, as well as the desires and needs of tenants who use the services of Life Storage warrant additional changes to a few of the conditions of the Special Use Permit.

Specifically, COVID has severely impacted the mobility of the population. The current state of emergency has effectively frozen rents at their 2019 levels. These circumstances have resulted in much lower rent for Life Storage from individual users, and as a result, greatly reduced cash flow from Life Storage to the owner/Applicant. These circumstances began in March 2020, and they have continued to worsen since that time. This sharp decline in historic and anticipated revenues has affected the Owner/Applicant's ability to complete the improvements associated with the conditions from 2019.

The Owner/Applicant did complete the construction of the brick wall identified in condition number 7. Boat storage is occurring behind that brick wall and largely out of sight from the front of the property. RV storage is limited to the back of the building.

The Applicant obtained estimates and quotations for constructing covered outdoor storage in compliance with Condition No. 6. Those proposals indicated a cost between \$60,000.00 and \$80,000.00 for covered outdoor storage as identified in Condition 6. The Owner/Applicant fully intended to undertake this construction, despite the exorbitant costs, prior to the sharp decline in rental revenues created by COVID. Since the cash flow of both Life Storage and the Owner/Applicant have been severely impacted, the Applicant is seeking modification of Condition No. 6 to remove the covered storage.

The Owner/Applicant requests that Condition 6 be revised to read as follows:

Outdoor storage shall be located in the parking areas shown on the site plan submitted with the Application for Change in Conditions. Storage for boats shall be located on the striped side yard parking areas in the area adjacent to the building behind the brick wall. Storage for RV's shall be limited to the rear of the building. Vehicles may be parked in any striped space.

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Clarifying the conditions for storage at this location would this site to continue to serve to relieve traffic congestion, reduce on-street parking, increase property values, and aid law enforcement and first responders in moving quickly and efficiently through residential streets. The current BG zoning classification allows automobile parking lots as a permitted use. (See Section 7.9, list of permitted uses) and fee parking is permitted.

In addition, the Owner/Applicant request that Conditions 8 and 9 be deleted. Instead of fencing, the Owner proposes to install landscaping as generally shown on the site plan submitted with this Application. We believe the landscaping will make for a more esthetically pleasing visual environment and screen than the fencing described in the 2019 conditions.

We know you are aware this property is not at all visible from Highway 20 and can only be seen from the back of retail establishments on Highway 20 or by driving directly into the site. We believe this screening, which results from the grade of the property, makes these storage uses ideal for this location and beneficial to the City. While the City is undertaking a number of parking improvements in the downtown area, the Owner/Applicant is also open to exploring options to make parking at Life Storage available, if necessary, for downtown events in cooperation with the City.

Under Georgia law, we are required to provide notice that the disapproval of this application or the attachment of any new conditions not acceptable to the Owner/Applicant would be unconstitutional. This notice is offered solely to satisfy the requirements of State law. Thank you for your consideration of this matter. Should you have any questions or need any additional information, please contact Jack Wilson at 770-962-9780. Thank you for your consideration in this matter.

MAYOR AND COUNCIL

CITY OF LAWRENCEVILLE, GEORGIA

ORDINANCE

READING AND ADOPTION:

At the regular meeting of the Mayor and Council of the City of Lawrenceville, held at City Hall, 70 S. Clayton Street, Lawrenceville, Georgia.

<u>PRESENT</u>	<u>VOTE</u>
<u>David Still</u> , Mayor	<u>YES</u>
<u>Bob Clark</u> , Council Member	<u>YES</u>
<u>Victoria Jones</u> , Council Member	<u>YES</u>
<u>Glenn Martin</u> , Council Member	<u>YES</u>
<u>Keith Roche</u> , Council Member	<u>YES</u>

On motion to deny the requested change in conditions of Council Member Clark, seconded by Council Member Roche, which carried 5-0, the following ordinance was adopted:

AN ORDINANCE TO DENY A CHANGE IN CONDITIONS

WHEREAS, the Planning Commission of the City of Lawrenceville has held a duly advertised public hearing and has filed a formal recommendation with the Mayor and Council of the City of Lawrenceville upon an Application for a Change-in-Conditions from Najeeb Eshai for the proposed use of an Automobile Repair Shop on a tract of land located at 125 Park Access and described in the attached legal description, which is incorporated herein and made a part hereof by reference; and

WHEREAS, notice to the public regarding said Amendment to the Official Zoning Map has been duly published in THE GWINNETT DAILY POST, the Official News Organ of the City of Lawrenceville; and

WHEREAS, a public hearing was held by the Mayor and Council of the City of Lawrenceville on December 16th, 2020 and objections were not filed.

NOW, THEREFORE, BE IT ORDAINED by the Mayor and Council of the City of Lawrenceville this the 16th day of December, 2020, that the aforesaid application for a Change-in-Conditions is hereby DENIED.

David R. Still, Mayor

Date Signed: _____

ATTEST:

Karen Pierce, City Clerk

EXHIBIT ALEGAL DESCRIPTION

ALL THAT TRACT OR PARCEL OF LAND lying and being in Land Lot 11 of the 7th District of Gwinnett County, City of Lawrenceville, Georgia and being more particularly described as follows:

BEGINNING at a ½ inch rebar found on the southeasterly right-of-way line of Park Access Drive (having a 60 foot right-of-way) located 211.13 feet northeasterly as measured along the southeasterly right-of-way line of last said road from the intersection formed by the southeasterly right-of-way line of last said road with the northeasterly right-of-way line of Collins Hill Road (having an 80 foot right-of-way); thence running northeasterly along the southerly right-of-way line of said Park Access Drive: North 36 degrees, 49 minutes and 57 seconds East for a distance of 64.53 feet to a point; thence 132.47 feet along an arc of a curve to the right having a radius of 220.00 feet, which arc is subtended by a chord bearing and distance of North 54 degrees, 15 minutes and 00 second East 130.48 feet to a point; thence North 71 degrees, 30 minutes and 00 second East for a distance of 28.47 feet to a ½ inch rebar found; thence leaving the southeasterly right-of-way line of last said road and running South 30 degrees, 37 minutes and 00 second East for a distance of 301.83 feet to a ½ inch rebar found; thence South 59 degrees, 23 minutes and 46 seconds West for a distance of 199.80 feet to a ½ inch rebar found; thence North 30 degrees, 37 minutes and 00 second West for a distance of 229.00 feet to a ½ inch rebar set; thence North 53 degrees, 10 minutes and 14 seconds West for a distance of 45.84 feet to the ½ inch rebar found located at the POINT OF BEGINNING, containing 61,097 square feet (1.4026 acres) of land and being improved property known as 125 Park Access Drive according to the present system of numbering in Gwinnett County, City of Lawrenceville, Georgia.

ALL AS SHOWN on that certain survey entitled "ALTA/ACSM Land Title Survey for Pavilion NTB-Lawrenceville, LLC; Fidelity National Title Insurance Company; First Charter Bank, its Successors and Assigns; NTW Incorporated; and Schwarzberg & Associates," dated September 24, 2004, which survey is incorporated herein by reference and made a part hereof

(17-015403v2 16477 0011)

CIC 1020-00004

**INTERGOVERNMENTAL AGREEMENT FOR THE LAWRENCEVILLE BRANCH OF
THE GWINNETT COUNTY PUBLIC LIBRARY SYSTEM
(HOOPER-RENNICK THEMED LIBRARY)**

THIS INTERGOVERNMENTAL AGREEMENT FOR THE LAWRENCEVILLE BRANCH OF THE GWINNETT COUNTY PUBLIC LIBRARY SYSTEM (HOOPER-RENNICK THEMED LIBRARY), (this "Intergovernmental Agreement" or "Agreement") is made and entered into this the 21st day of December, 2020 (the "Effective Date"), by and between the **CITY OF LAWRENCEVILLE, GEORGIA**, a municipal corporation chartered by the State of Georgia (hereinafter referred to as the "City") and **GWINNETT COUNTY, GEORGIA**, a political subdivision of the State of Georgia (hereinafter referred to as the "County") (the City and the County may be individually referred to herein as a "Party" and collectively as the "Parties").

WHEREAS, Article IX, Section III, Paragraph I (a) of the Constitution of the State of Georgia authorizes any county, municipality or other political subdivision of the State to contract for a period not exceeding fifty (50) years, with any county, municipality or political subdivision or with any other public agency, public corporation or public authority, for joint services, for the provision of services, or for the joint or separate use of facilities or equipment, provided that such contract deals with activities, services or facilities which the contracting parties are authorized by law to undertake or to provide; and

WHEREAS, the County, utilizing Special Purpose Local Option Sales Tax ("SPLOST") funds, has planned for the construction of a new location of the branch of the Gwinnett County Public Library System located within the City of Lawrenceville (the "Library"), and the City has agreed to provide, at no cost to the County, land for the construction of the Library; and

WHEREAS, the City and the County desire for the County to construct the Library on that certain improved 3.8-acre, more or less, parcel of land formerly serving as the site of the Hooper-Rennick School; and

WHEREAS, the Parties desire that the Library be designed as a themed library facility that preserves and honors the legacy of the former Hooper-Rennick School, which will include architectural design elements of the former Hooper-Rennick School and exhibits about the history of the school as well as segregation and desegregation in Gwinnett County, with the Parties' funding the costs and expenses related to the construction and operation of such exhibits as provided herein; and

WHEREAS, the Parties, upon careful review and consideration, have concluded that it is in their best interests, as well as in the best interests of their respective citizens, to continue their cooperative efforts to construct the Library and develop related improvements in accordance with the terms and provisions set forth herein; and

WHEREAS, the City and the County desire to enter into this Intergovernmental Agreement to memorialize their agreements regarding the design, construction, ownership, operation and maintenance of the Library; the City's conveyance of title to the parcel of land on which the Library will be located to the County; the construction of the Library by the County; the construction of exhibit space and management of exhibits located in the Library by the County; the fair and equitable allocation among the Parties of the costs and expenses related to such construction and operation of the Library and exhibits located therein; and the construction of infrastructure improvements necessary for the use, occupancy, and operation of the Library, including, but not limited to, the provision of stormwater detention facilities, streets, pedestrian walkways, and streetscape improvements.

NOW, THEREFORE, for and in consideration of the premises and undertakings as hereinafter set forth and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the City and the County do hereby agree as follows:

GENERAL PROVISIONS

1. **Purpose and Intent; Summary of Proposed Development.** This Agreement provides the terms and conditions for the development, construction, funding, ownership, operation, maintenance, and use of the Library and certain infrastructure and other improvements necessary for the full use, occupancy, and operation of the Library (said infrastructure and other improvements which are located within the City right of way or off the Library Site are collectively referred to herein as the "Other Project Improvements" and individually as an "Other Project Improvement"; the Library and the Other Project Improvements are collectively referred to herein as the "Project"). Subject to the terms and conditions of this Agreement and the other instruments and agreements to be entered into pursuant to this Agreement, the City and the County intend to cause the Library and Other Project Improvements to be developed as follows:

A. **Library.** The Library will be an approximate 25,000 square foot building designed as a themed library, which will be constructed by renovating the existing facility located on the Library Site (as hereafter defined) and constructing a new addition containing approximately 13,600 square feet of heated floor space. The Library shall be constructed on that certain 3.8-acre parcel of land located within the City of Lawrenceville, being more particularly described in **Exhibit "A"** attached hereto and incorporated herein by this reference (hereinafter referred to as the "Library Site"). The County shall oversee and coordinate the design and construction of the Library and any infrastructure improvements on the Library Site in accordance with the provisions of this Agreement.

B. **Other Project Improvements.** The Other Project Improvements will include the construction and installation of street improvements, streetscape improvements, on-street parking,

pedestrian walkways, sidewalks, pedestrian lighting, , landscaping, , including the construction of off-site stormwater regional detention facilities, and other appurtenant facilities and amenities as may be further described herein. Unless otherwise expressly provided for herein, the County shall not be responsible for overseeing and coordinating, or funding, in whole or in part, the construction of any Project improvements other than the Library. All Other Project Improvements shall be in the City right of way or off of the Library Site. The City shall be responsible for overseeing and coordinating, securing, or causing the construction of Other Project Improvements without reimbursement from the County.

C. Compliance with Law. It is the understanding and intention of the Parties that the design, development, construction and operation of the Library and the Other Project Improvements, including the Parties' performance of obligations with respect thereto or as otherwise required herein, shall conform to and comply with any and all laws, codes, rules, orders, ordinances, directions, regulations, and requirements of federal, state, county, and municipal authorities, now in force or which may hereafter be in force, which shall impose any duty upon the City or the County with respect to, or which otherwise legally govern, the design, development, construction, condition, maintenance, management, use, occupation, operation, or alteration of the Library or Other Project Improvements, the conduct of business in or use of such improvements, or any transaction or activity contemplated under the terms and provisions of this Agreement, including, without limitation, the Americans with Disabilities Act of 1990, as amended, and all regulations promulgated thereunder, all environmental laws and other laws governing the manufacture, generation, disposal, release, or use of hazardous materials, all applicable zoning and permitting laws, ordinances and regulations, and all applicable building, construction and/or development codes, regulations, ordinances, and laws (hereinafter referred to as "Applicable Law").

2. Design of the Library.

Unless otherwise expressly provided in this Agreement, the County shall be responsible for the design of the Library and the Library Site. The Parties agree that the design of the Library shall meet the minimum LEED standard of "Certified" as defined by the U.S. Green Building Council (USGBC). The Parties further agree that the design of the Library shall be based on the concept drawings prepared by CAS Architecture, dated October 31, 2020, and titled "Hooper-Renwick Concept Plans." The County will contract with an architect for the preparation and development of design development documents for the Library, which will be based on said concept drawings prepared by CAS Architecture (the "Design Development Documents"), and construction documents for the Library, which shall be of sufficient detail to publicly solicit cost proposals from, and adequately serve as direction to, contractors to construct all aspects of the Library (the "Construction Documents"). During preparation of the Design Development Documents and the Construction Documents, the County will provide the City the opportunity to review and comment on said documents. While the City shall be consulted and offered the

opportunity to provide comments and suggestions with regard to the design of the Library, the County shall retain ultimate decision-making authority for the design of the Library. . The City agrees to share all design and engineering work it has undertaken with respect to the Library and the Library Site, including, but not limited to, survey work, wetland and floodplain identification, soil testing, conceptual design plans, and preliminary engineering work, and the City hereby agrees to provide the County, at no cost to the County, all related design and engineering plans, studies, reports, and similar documents concerning the Library and the Library Site prepared by or for the City.

The parties agree that, at a minimum, the design of the Library and the Library Site shall include the following:

(a) The new library building will total approximately 25,000 square feet of heated floor space, consisting of an approximate 11,400 square foot renovation of the existing structure located on the Library Site and an approximate 13,600 square foot addition, which will include the second floor entrance to the Library;

(b) The second-floor entrance of the Library will front Neal Boulevard;

(c) Renovation of the existing building will include restoration of the twenty (20) original windows on the front façade of the building (facing Neal Boulevard) to their original appearance;

(d) The Library will include an approximate 1,500 square foot community space, designed to accommodate approximately 100 people as an assembly room and equipped with a sink and counterspace for food preparation, which the City will be permitted to use on a reasonable basis and free of charge;

(e) Architectural design elements of the Hooper-Renwick School will be incorporated into the design of the Library; and

(f) The Library will be a themed library facility designed to accommodate interchangeable exhibits and video storage vault about the history of the Hooper-Renwick School;

Subject to the funding obligations of the City (i.e., the City Contribution) as further set forth herein, the County shall be responsible for all costs and expenses associated with the design and construction the Library and the Library Site; provided, however, that the City shall be solely responsible for the costs and expenses associated with the design and construction of the Other Project Improvements, including, but not limited to, the off-site stormwater detention facilities and the Neal Boulevard street and streetscape improvements.

3. Stormwater Detention System. The City shall provide stormwater detention for the Library Site in an off-site regional stormwater basin (R-SWB), which shall be designed, sized, and constructed by the City to accommodate all stormwater runoff from the Library Site, including roof drainage from the Library, in conformity with all local, state, and federal stormwater requirements, including those related to volume, peak release rate, water quality, and channel

protection. The Parties acknowledge and agree that the infrastructure of the Library Site, including grading and stormwater piping, will be designed and constructed so that all stormwater runoff is routed to the R-SWB. In addition to constructing the R-SWB, the City shall install all off-site stormwater piping and infrastructure, including, but not limited to, stormwater piping for roof drainage, necessary to convey all stormwater runoff from the Library Site to the R-SWB, with said piping and infrastructure stubbed to the edge of the property line of the Library Site (hereinafter referred to as the "Stormwater Conveyance Infrastructure"). The City shall be solely responsible for the design, construction, operation, and continuing maintenance and repair of the R-SWB and the Stormwater Conveyance Infrastructure (hereinafter collectively referred to as the "Stormwater Detention System"), including all costs and expenses associated with same.

4. Construction of Other Project Improvements.

Prior to or concurrent with the construction of the Library, the City shall oversee and coordinate or otherwise cause the construction of the Other Project Improvements, including, but not limited to, the following: street improvements, streetscape improvements, on-street parking, pedestrian walkways, sidewalks, pedestrian lighting, and landscaping. The City shall undertake the construction of the Other Project Improvements, including the scheduling of construction and any related road closures, in coordination with the County's construction of the Library and development of the Library Site. Except as otherwise provided herein, the Other Project Improvements shall be completed prior to the substantial completion of the Library.

A. Streets, Sidewalks, and Streetscape Improvements. Prior to substantial completion of the Library, all streetscape and street improvements shall be completed and all public streets and sidewalks necessary to provide convenient access, ingress and egress to/from the Library Site shall be repaved and/or installed and fully operational.

B. On-Street Parking Spaces for Library. The City agrees to relocate on-street parking spaces on Neal Boulevard to the Library side of said right-of-way and to otherwise construct and install on-street parking spaces on the Library side of Neal Boulevard along the entire frontage of the Library Site. Prior to the opening of the Library to the public, the City shall install signage that designates all on-street parking spaces located along the frontage of the Library Site as reserved to the exclusive use of the Library and its patrons during Library operating hours.

C. Design. Unless otherwise expressly provided in this Agreement, the City shall be responsible for the design, construction, operation, maintenance, and repair of the street improvements; streetscape improvements; on-street parking; street furniture; pedestrian walkways, lighting and sidewalks located within the public right-of-way adjacent to the Library Site; and landscaping located within adjacent public right-of-way, including street trees, and all costs and expenses associated with same shall be solely borne and paid for by the City. Notwithstanding the foregoing, the City agrees to coordinate and cooperate with the County in the

design of the Other Project Improvements, and the County shall be consulted and offered the opportunity to provide comments and suggestions with regard to the design of same.

D. Exterior Signage. The Parties shall mutually agree upon the design, content, type and location of exterior signage for the Library, the Library Site, and Other Project Improvements that serve the Library use. The Parties agree that the name of the Library shall be the "Hooper-Renwick Library" and said name may further include such subtitle as agreed to by the Parties in writing. All signage mounted or installed on the Library, the Library Site, or any portion of land adjacent thereto, including, but not limited to, public or private right-of-way, that advertises or identifies the Library shall be chosen by the County, subject to consultation with and the reasonable approval of the City, which shall not be unreasonably withheld, conditioned or delayed. The County shall have the right to select the design, content, type, and location of signage reserving or identifying County or Library on-street parking spaces.

5. Procurement and Contracting for Construction of Other Project Improvements.

A. Procurement. The City, by way of its usual and customary purchasing and procurement procedures, will solicit, receive, and consider bids from qualified third parties for the construction of the Other Project Improvements and award contracts for same or otherwise enter binding contracts for the construction of the Other Project Improvements. The City will comply with all federal, state, and local laws related to transportation or public works procurement and contracting (e.g., O.C.G.A. § 32-4-110 et seq. and O.C.G.A. § 36-91-1 et seq.), as applicable, including but not limited to, those laws related to competitive bidding, certification of contractors and subcontractors, and bonding of contractors.

B. Miscellaneous Construction Services. The City, by way of its usual and customary purchasing and procurement procedures, shall be responsible for securing all miscellaneous construction services that may be necessary for the proper construction and development of the Other Project Improvements, and the City shall hold the contracts or purchase agreements for such services.

C. Insurance. The City shall require each general contractor for construction of an Other Project Improvement (and its subcontractors), as well as any design professionals and contractors providing services related to the construction of such Other Project Improvement, to procure and maintain insurance of the types and amounts of coverage as customarily required by the City for projects of similar scope and size. The City shall require said parties to provide certificates of insurance evidencing such required types and amounts of coverage prior to commencing work, and the County shall be named as an additional insured on all certificates of insurance (other than those for types of coverage for which additional insured status is not customarily available).

6. **Repair and Maintenance of Other Project Improvements.**

The City shall be responsible for the maintenance and repair of the Other Project Improvements, including all costs and expenses associated with same, and the contracts for same shall be procured and held by the City.

7. **Title to the Library Site and Closing.**

A. **Conveyance of the Library Site.** No later than the Outside Closing Date (as hereafter defined), the City, at its sole cost and expense, shall convey good, marketable, insurable and indefeasible fee simple title to the Library Site to the County, free and clear of all liens, rights to liens, mortgages, encroachments, leases, adverse matters or defects of survey and other encumbrances whatsoever except for those encumbrances and exceptions expressly approved by the County in writing prior to the Closing (as hereafter defined). The consummation and closing of this transaction as further described and contemplated herein, including, specifically, the County's obligation to accept fee simple title to the Library Site (the act of closing being hereinafter referred to as "Closing"), is further conditioned upon, and subject to, the following:

B. **Survey.** The legal description of the property containing the Library Site shall be more particularly described by a survey with metes and bounds description, which shall be procured by the City, at its sole expense, and provided to the County no less than thirty (30) days prior to Closing.

C. **Due Diligence.**

(i) **Title Insurance.** The County shall cause such title company as selected by the County (the "Title Company") to provide a title commitment to the County (the "Title Commitment"), committing the Title Company to issue at Closing an ALTA Form 2006 extended coverage title insurance policy insuring the County's fee simple ownership of the Library Site (the "Title Policy"), and subject only to the nonmonetary exceptions to coverage that the County may approve in writing, in its commercially reasonable discretion, prior to Closing (the "Permitted Exceptions"). The County shall also cause the Title Company to provide to the County copies of all underlying title exceptions for the County's review. The County shall be responsible for ensuring that all requirements of the Title Commitment are satisfied at or before Closing, and also for ensuring that the Title Company receives such materials as it determines to be necessary to cause the deletion of the so-called "standard exceptions" thereof. The City shall be responsible for curing, or causing to be cured, at or before Closing, any matter of title or survey that the County reasonably determines to be objectionable in such a manner as is reasonably acceptable to the County.

(ii) **Environmental.** Promptly following the Effective Date, the City shall deliver to the County a copy of any Phase I Environmental Site Assessment of the Library Site

that may be in the City's possession. The City makes no representation that it has such a report or as to the accuracy of any such Assessment provided. Prior to Closing, the County shall have performed such Environmental Site Assessments, as it deems necessary to determine the environmental condition of the Library Site.

(iii) Other Due Diligence. The County shall perform such other reasonable and customary due diligence as the County determines to be prudent under the circumstances and necessary to confirm the representations and warranties of the City to the County contained herein, including, without limitation and as the County determines to be appropriate, zoning reports, geotechnical reports, including a soil boring investigation report, wetlands delineations, and/or flood zone certifications, asbestos studies, structural studies, and any other studies undertaken by or for the County regarding the Library or Library Site.

(iv) County as Reliance Party. The County shall be the proposed insured under the Title Commitment and a named reliance party on the Survey.

(v) Costs of Due Diligence. All costs of the due diligence undertaken in connection with the Library Site shall be solely borne and paid for by the County.

E. Closing Date. Upon satisfaction of all of the conditions and requirements to be completed by the City prior to Closing, the Closing shall occur on a date mutually agreed upon by the City and the County; provided, however, in no event shall Closing occur any later than **April 1, 2021** (hereinafter referred to as the "Outside Closing Date").

F. Closing Deliveries. Prior to Closing, the County will prepare and the Parties shall diligently and in good faith negotiate mutually acceptable forms of the conveyance instruments, agreements and closing documents described below. At Closing, the City agrees to execute and deliver to the County the following items:

(i) Limited Warranty Deed, conveying good, marketable, insurable and indefeasible fee simple title to the Library Site to the County, as required by this Agreement, free and clear of all liens, rights to liens, mortgages, encroachments, leases, adverse matters or defects of survey and other encumbrances whatsoever, except for those encumbrances and exceptions expressly approved by the County; provided, however, that said deed shall include a right of reversion to the City upon the permanent termination of use of said property as a themed library;

(ii) other easements and agreements conveying to and for the benefit of the County the right to use and access Other Project Improvements and such interests and rights in real property adjacent to the Library Site as necessary for the full use, occupancy, operation and benefit of the Library Site and the Library; and

(iii) a title affidavit executed and sworn to by the City in a form and together with such other statements and instruments as may be reasonably requested by the County or as may be required by the County's title insurance company insuring the title to the Library Site in order for the title insurance company to issue the County's title insurance policy with exception only to those permitted exceptions expressly approved in writing by the County, if any;

(iv) a written statement as of the date of Closing reaffirming that all of the warranties and representations of the City made in this Agreement are true, correct and complete;

(v) a general assignment of all assignable warranties, guaranties, governmental licenses and permits, entitlements, impact fee credits, tap credits and/or service or other agreements affecting the Library Site, which assignment shall include an indemnity agreement whereby the City does indemnify, hold harmless and defend the County from and against any and all claims, suits, causes of action, costs, indebtedness, obligations or other liabilities arising from such warranties, guaranties, licenses, permits or service or other agreements;

(vi) such certificates, affidavits, and other documents which are customary in connection with the conveyance of fee simple title to property in Georgia and which may reasonably be requested by the County or the Title Company; and

(vii) possession and occupancy of the Library Site.

Other than attorneys' fees, title company fees and due diligence fees incurred by the County in connection with the Closing, the City shall be responsible for all costs and expenses related to the Closing of the Library Site.

G. Failure to Close by Outside Closing Date. In the event any of the conditions or requirements to be satisfied and completed prior to Closing have not been satisfied and completed as of the Outside Closing Date despite the Parties' good faith, diligent efforts to do so, then either Party shall have the right to terminate this Agreement by sending written notice to the other Party at any time following the Outside Closing Date, but only if as of such date the terminating Party has satisfied all conditions and requirements required to be satisfied the terminating Party prior to Closing. Any termination pursuant to the preceding sentence shall be effective as of the date that is thirty (30) days following the date of the written notice of termination unless the other Party causes all of the remaining conditions and requirements that are to be completed prior to Closing to be, in fact, completed prior to the expiration of such thirty (30) day period. If terminated pursuant to this Paragraph, except for those obligations which shall expressly survive termination as provided herein, this Agreement shall be null and void and of no further force and effect; provided, however, that the Parties agree to promptly thereafter reconcile their respective obligations unto each other with respect to any costs due under the Design IGA.

H. Post-Closing Conveyances and Agreements. Following the Closing, but prior to final completion of the Library, the County will prepare and the Parties shall diligently and in good faith negotiate mutually acceptable forms of such additional easements or agreements as reasonably required by the County for the full use, occupancy, operation, and benefit of the Library and Library Site or which are otherwise necessary for the ongoing occupancy, use, operation, maintenance, and repair of the Library. Such post-closing agreements shall include, but not be limited to, the agreed-upon terms and conditions governing the non-exclusive use of the community space by the City.

8. Procurement and Contracting for Construction of Library.

A. Procurement, Approval, and Award. Following completion of the Construction Documents and the County's acceptance of fee simple title to the Library Site, the County, by way of its usual and customary purchasing and procurement procedures, will solicit, receive, and consider bids from qualified third parties for the construction of the Library. The County will comply with all federal, state, and local laws related to public works procurement and contracting (Georgia Local Government Public Works Construction Law, O.C.G.A. § 36-91-1 et seq.), including but not limited to, those laws related to competitive bidding, certification of contractors and subcontractors, and bonding of contractors.

B. Miscellaneous Construction Services. The County, by way of its usual and customary purchasing and procurement procedures, shall be responsible for securing any miscellaneous construction services necessary for the construction of the Library, except for such services required to be provided by the City hereunder. The County shall hold the contracts or purchase agreements for any such miscellaneous construction services.

C. Insurance. The County shall require the general contractor for construction of the Library (and its subcontractors), as well as any of its design professionals or contractors providing miscellaneous construction services related to the construction of the Library, to procure and maintain insurance of the types and amounts of coverage as customarily required by the County for projects of similar scope and size. The County shall require said parties to provide certificates of insurance evidencing such required types and amounts of coverage prior to commencing work, and the City shall be named as an additional insured on all certificates of insurance (other than certificates of insurance for types of coverage for which additional insured status is not customarily available). Notwithstanding and in addition to the types of insurance coverage required under the foregoing provision, the County shall further require that the general contractor for construction of the Library procure and maintain insurance of the types and minimum amounts of coverage set forth in **Exhibit "B"** attached hereto and made a part hereof.

9. Funding of Library Construction.

A. City Contribution. In consideration of the County's design and construction of the Library and the other promises and covenants set forth herein, the City shall pay the County \$1,695,000.00 (the "City Contribution") as the City's agreed-upon and stipulated share of the costs and expenses to be incurred by the County to develop and construct the Library in accordance with the Construction Documents, Applicable Laws, and other requirements set forth herein or applicable thereto. Notwithstanding the City Contribution or any other provision hereof to the contrary, the City shall not have any ownership, leasehold or similar interest in the Library or Library Site, other than the reversionary interest to be contained in the Limited Warranty Deed conveying the Library Site.

B. Payment of the City Contribution. Within fifteen (15) days following the award of the contract for the construction of the Library by the County, the City will remit fifty percent (50%) of the total amount of the City Contribution to the County. Within fifteen (15) days of receipt of notice from the County that construction of the Library has reached 50% completion, the City shall remit the remaining amount of the City Contribution to the County.

10. Licenses, Permitting, and Inspection. The parties shall cooperate as necessary to apply for and obtain all licenses and permits required for the site work and building construction of the Library. In accordance with a separate intergovernmental agreement previously entered between the Parties, the County will perform all plan review, permitting, and inspections related to the construction of the Library and development of the Library Site.

11. Construction and Completion of Project.

A. Construction of Project. The Library and the Other Project Improvements shall be constructed in a good and workmanlike manner in accordance with the terms of this Agreement and Applicable Law. Subject to the Parties' agreed-upon schedule of construction, the County, with respect to the construction of the Library, and the City, with respect to the construction of the Other Project Improvements, shall give its general contractor(s) written notice to proceed with the construction of the subject improvements as soon as it has obtained all necessary permits, approvals and licenses for the commencement of construction of same. Each Party shall make periodic visits to the subject job site to review with its general contractor and architect (or its other contractors or consultants, if applicable) the work and progress of construction, and each Party shall grant access to the other Party and its consultants to conduct inspections of such portion of the Project during and following construction, including the materials to be used in the construction thereof and the work in progress, and to examine updated Construction Documents at all reasonable times and with reasonable advance notice, provided the other Party and its consultants shall exercise due care in conducting any such examinations or inspections so as not to unduly interfere with or hinder the progress of the work in process or delay its completion.

B. Final Completion. Promptly following a Party's delivery of the notice to proceed to its general contractor, such Party shall cause the general contractor to commence construction and thereafter pursue completion thereof to achieve final completion not later than the date or period of time (following the date of the notice to proceed) set forth in the awarded contract, subject to any adjustments to such deadline by reason of any Party's delay or force majeure delay.

C. Warranty. All contractors shall, at a minimum, warrant their respective portions of the work to be performed to be free of defects for at least one year after the completion date or as specified in the contract documents.

12. Library Exhibits.

A. Memorabilia and Artifacts from Hooper-Renwick School. Subject to the County's acceptance of same, the City agrees to donate artifacts from the former Hooper-Renwick School, such as wood flooring from the gym, the scoreboard from the gym, cafeteria window(s), and the lettering used on the old school building, to the County in order for same to be displayed in the Library. During the construction of the Library and prior to its opening, the City agrees to diligently work and collaborate with the Hooper-Renwick Legacy Preservation Committee (HRLPC) to solicit and collect additional memorabilia and artifacts to be delivered to the County for display in the Library. The Parties agree to provide the each other with a bi-monthly update of memorabilia and artifacts either collected and stored or in the process of collection by the County for display in the Library. The County shall be responsible for storing the memorabilia and artifacts once they are provided or delivered to the County.

B. Exhibit Program; Interpretive Resources Project Coordinator. The County shall be responsible for the management and operation of the exhibit program at the Library and, in consultation with the City and HRLPC, selection of the exhibits, memorabilia and artifacts that will be displayed in the Library. The Parties agree to provide alternating meeting spaces for City staff, County staff, Hooper-Renwick Legacy Preservation Committee (HRLPC), and other stakeholders to discuss the preparation of the placement and staging of exhibits, legal releases required to place personally owned property within a public building, and other or ongoing topics or issues pertaining to the Library exhibits. The Parties further agree to schedule and promote events each year that will highlight the presence of the Library and its exhibits. In order to manage and operate the exhibit program at the Library as part of a collaborative effort with the City and HRLPC, the County agrees to assign an employee or representative of the County to serve as "Interpretive Resources Project Coordinator." The duties of the Interpretive Resources Project Coordinator shall include the following: serving as liaison between the City of Lawrenceville, HRLPC, and the Gwinnett County Public Library System; assisting with the collection of artifacts; coordinating educational messages, associated programming and interpretive displays used to showcase artifacts; and developing and implementing strategic initiatives, tactical plans, and systems for gathering, analyzing, and disseminating best practices knowledge, techniques and

other tasks. Notwithstanding any other provision hereof to the contrary, the County shall retain ultimate decision-making authority with respect to the selection, placement and installation of exhibits, memorabilia and artifacts in the Library, provided that if the County fails to maintain the exhibits, memorabilia and artifacts as described in this Agreement for a period of six (6) months or longer and, after receiving written notice of same from the City, the failure continues for an additional period of six (6) months without the County commencing any reasonable action to cure same, such continual failure to maintain the exhibits, memorabilia and artifacts shall be considered a permanent termination of use of the Library Site as a themed library.

13. Insurance.

The County shall procure and maintain property insurance coverage or self-fund coverage for the Library and Library Site of the same type and minimum amount(s) of coverage as held by the County for other comparable County buildings and facilities. All costs and expenses related to such property insurance shall be borne and paid for by the County.

14. Indemnification. To the fullest extent permitted by law, the County shall indemnify, defend, and hold harmless the City, its agents and employees from and against any and all claims, damages, suits, actions, judgments, costs, penalties, liabilities, losses and expenses, including reasonable attorneys' fees, and demands arising out of or resulting from this Agreement, provided that same is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property, including the loss of use resulting therefrom, and is caused in whole or in part by an act or omission of the County, its contractors or subcontractors, anyone directly or indirectly employed by any of them, or anyone for whose acts any of them may be liable. To the fullest extent permitted by law, the City shall indemnify, defend, and hold harmless the County, its agents and employees from and against any and all claims, damages, suits, actions, judgments, costs, penalties, liabilities, losses and expenses, including reasonable attorneys' fees, and demands arising out of or resulting from this Agreement, provided that same is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property, including the loss of use resulting therefrom, and is caused in whole or in part by an act or omission of the City, its contractors or subcontractors, anyone directly or indirectly employed by any of them, or anyone for whose acts any of them may be liable.

15. Delegation of Authority. The County hereby delegates to the County Administrator authority to enter into on behalf of the County, and the City hereby delegates to the City Manager authority to enter into on behalf of the City, agreements specifically addressing operational issues related to the Library.

16. Non-Smoking Facility. The parties agree that the Library shall be maintained as a Non-Smoking (tobacco, vapor products, etc.) facility.

17. **Term.** The term of this Agreement shall be for a period of fifty (50) years commencing on the Effective Date.

18. **Default.** The Parties covenant and agree that if (i) a Party shall fail to perform or observe any covenant, term, provision, or condition of this Agreement or any obligation which such Party is required to perform under this Agreement, (ii) the non-defaulting Party has provided written notice to the Party of such failure, including the applicable covenant, term, provision, condition or obligation, and the required action to correct or cure same, and (iii) sixty (60) days, or such additional time as is reasonably required to correct or cure such failure, has elapsed from the date of receipt of such written notice and the required action to correct or cure such failure has not been fully performed by the Party, then such Party shall be in default and the non-defaulting Party may immediately, or at any time afterward and without demand or notice, terminate this Agreement and pursue those remedies available to it at law or in equity; provided, however, that the Parties agree that, prior to initiating any litigation related to such default, the Parties will participate in non-binding mediation in an attempt to resolve the dispute. Should such non-binding mediation prove unsuccessful, the Parties shall be free to pursue all remedies available at law, including but not limited to, specific performance.

19. **Force Majeure.** Except as otherwise provided, neither party shall be obligated to perform hereunder and neither party shall be deemed to be in default if performance is prevented by (a) fire not caused by the negligence of either party, earthquake, flood, act of God occurring at the leased premises, (b) any law, ordinance, rule, regulation or order of any public or military institution stemming from the existence of economic or energy controls, hostilities, war or governmental law or regulation, or (c) any federal, state or local declaration of a health emergency or pandemic that requires a "stay at home" order or similar shut-down of business affecting the performance of the Parties' obligations set forth herein.

20. **Assignment.** This Agreement may not be assigned, in whole or in part, by either party without the prior written consent of the other party.

21. **Modification.** This Agreement cannot be changed or modified except by agreement in writing executed by all parties hereto.

22. **Notices.** All notices, consents, waivers, directions, requests or other instruments or communications provided for under this Agreement shall be deemed properly given if, and only if, delivered personally, placed in statutory overnight mail, or sent by registered or certified United States mail, postage prepaid, as follows:

- (a) If to the County, at the following address:
Glenn Stephens, County Administrator
Gwinnett County Government

Gwinnett Justice and Administrative Center
75 Langley Drive
Lawrenceville, Georgia 30046

With a copy to:

Michael Ludwiczak, County Attorney
Gwinnett County Government
Gwinnett Justice and Administrative Center
75 Langley Drive
Lawrenceville, Georgia 30046

(b) If to the City, at the following address:

Chuck Warbington, City Manager
City of Lawrenceville, Georgia
PO Box 2200
70 S. Clayton Street
Lawrenceville, Georgia 30046

With a copy to:

Lee Thompson
Thompson, Sweeny, Kinsinger & Pereira, P.C.
PO Drawer 1250
690 Longleaf Drive
Lawrenceville, Georgia 30046

Either Party may at any time change such Party's address for notice purposes or the person to whom such notices should be directed by providing written notice to the other Party of such change(s) with specific reference to this Agreement. For the purposes of this Agreement, the effective date of notice or receipt shall be: (i) if the notice is hand-delivered, the date of delivery; (ii) if sent by statutory overnight mail, the first business day following the day such notice is placed in statutory overnight mail; or (iii) if the notice is sent by certified or registered mail, the date of delivery set forth on the signed receipt (or if unclaimed, refused or undeliverable, the date of the official United States postmark).

23. Consent of Parties. Whenever, under any provision of this Agreement, the approval or consent of either Party is required, the decision thereon shall be given promptly and such approval, authorization or consent shall not be unreasonably or arbitrarily withheld. It is further understood and agreed that whenever, under any provision of this Agreement, approval or consent of a Party is required, the approval or consent shall be given by the person executing this Agreement on behalf of the Party, or his/her duly appointed successor, or by any person authorized by law to act in such manner on behalf of the Party, or by any person designated by the Party in a notification

signed by or on behalf of the Party. Where approval on the part of the County requires a vote by the Board of Commissioners, both parties will use their best efforts to expedite such action, allowing the time necessary for consideration of such action before the Board of Commissioners at a regular meeting. Where approval on the part of the City requires a vote by the City Council, both parties will use their best efforts to expedite such action, allowing the time necessary for consideration of such action before the City Council at a regular meeting.

24. **Governing Law.** This Agreement shall be deemed to have been made and shall be construed and interpreted in accordance with the laws of the State of Georgia. In case of an inconsistency between the terms of this Agreement and any applicable general or special law, said general or special law shall govern.

25. **Successors and Assigns.** This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and permitted assigns.

26. **Illegality of Terms.** It is agreed that the illegality or invalidity of any term or clause of this Agreement shall not affect the validity of the remainder of the Agreement, and the Agreement shall remain in full force and effect as if such illegal or invalid term or clause were contained herein unless the elimination of such provision detrimentally reduces the consideration that either party is to receive under this Agreement or materially affects the continuing operation of this Agreement.

27. **No Waiver.** No consent or waiver, express or implied, by either party, to any breach of any covenant, condition or duty of the other, shall be construed as a consent to, or waiver of, any other breach of the same, or any other covenant, condition or duty.

28. **Time of Essence.** Time is of the essence under this Agreement.

29. **Remedies Cumulative.** The specified remedies to which the parties may resort under the terms of this Agreement are cumulative and are not intended to be exclusive of any other remedies or means of redress to which either party may be lawfully entitled in case of any breach or threatened breach of any provision of this Agreement.

30. **Entire Agreement.** This Agreement constitutes all of the understandings and agreements of whatsoever nature or kind existing between the parties with regard to the leasing or development of the project.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly authorized officers and representatives as of the day and year first above written, as a sealed instrument.

ATTEST:

CITY OF LAWRENCEVILLE, GEORGIA

By: Karen Pierce
Karen Pierce, City Clerk

By: David Still
David Still, Mayor

(SEAL)

Approved as to Form:

V. J. Thompson
City Attorney



ATTEST:

WINNETT COUNTY, GEORGIA

By: Diane Kemp
Diane Kemp, County Clerk

By: Charlotte J. Nash
Charlotte J. Nash, Chairman
Board of Commissioners



Approved as to Form:

Scott Hartley
Senior Assistant County Attorney

EXHIBIT "A"

LEGAL DESCRIPTION OF LIBRARY SITE

TRACT SIXTEEN

ALL THAT TRACT OR PARCEL OF LAND LYING AND BEING IN LAND LOT 147 OF THE 5TH LAND DISTRICT, CITY OF LAWRENCEVILLE, GWINNETT COUNTY, GEORGIA, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

TO FIND THE POINT OF COMMENCEMENT, BEGIN AT THE INTERSECTION OF THE MITERED RIGHT-OF-WAY OF THE SOUTHWESTERLY RIGHT-OF-WAY OF JACKSON STREET (RIGHT-OF-WAY VARIES) AND THE NORTHWESTERLY RIGHT-OF-WAY OF STATE ROUTE 124 / STATE ROUTE 20 (A.K.A. SCENIC HIGHWAY, RIGHT-OF-WAY VARIES), IF EXTENDED TO FORM A POINT; THENCE LEAVING SAID INTERSECTION, SOUTH 41 DEGREES 18 MINUTES 59 SECONDS WEST FOR A DISTANCE OF 19.39 FEET TO A POINT ON THE NORTHWESTERLY RIGHT-OF-WAY OF STATE ROUTE 124 / STATE ROUTE 20; THENCE ALONG SAID RIGHT-OF-WAY THE FOLLOWING EIGHTEEN (18) COURSES AND DISTANCES, SOUTH 41 DEGREES 18 MINUTES 59 SECONDS WEST FOR A DISTANCE OF 263.73 FEET TO A POINT; THENCE SOUTH 41 DEGREES 22 MINUTES 35 SECONDS WEST FOR A DISTANCE OF 27.85 FEET TO A POINT; THENCE SOUTH 41 DEGREES 22 MINUTES 35 SECONDS WEST FOR A DISTANCE OF 157.48 FEET TO A CONCRETE MONUMENT FOUND; THENCE NORTH 49 DEGREES 24 MINUTES 04 SECONDS WEST FOR A DISTANCE OF 43.92 FEET TO A POINT; THENCE SOUTH 41 DEGREES 39 MINUTES 57 SECONDS WEST FOR A DISTANCE OF 39.72 FEET TO A POINT; THENCE SOUTH 49 DEGREES 22 MINUTES 03 SECONDS EAST FOR A DISTANCE OF 11.74 FEET TO A POINT; THENCE SOUTH 49 DEGREES 24 MINUTES 04 SECONDS EAST FOR A DISTANCE OF 32.38 FEET TO A POINT; THENCE SOUTH 41 DEGREES 22 MINUTES 46 SECONDS WEST FOR A DISTANCE OF 109.66 FEET TO A POINT; THENCE SOUTH 78 DEGREES 49 MINUTES 12 SECONDS WEST FOR A DISTANCE OF 39.61 FEET TO A POINT; THENCE SOUTH 40 DEGREES 39 MINUTES 44 SECONDS WEST FOR A DISTANCE OF 23.43 FEET TO A POINT; THENCE SOUTH 03 DEGREES 47 MINUTES 33 SECONDS WEST FOR A DISTANCE OF 39.15 FEET TO A POINT; THENCE SOUTH 41 DEGREES 21 MINUTES 15 SECONDS WEST FOR A DISTANCE OF 40.57 FEET TO A POINT; THENCE SOUTH 41 DEGREES 21 MINUTES 15 SECONDS WEST FOR A DISTANCE OF 16.35 FEET TO A POINT; THENCE SOUTH 48 DEGREES 30 MINUTES 37 SECONDS EAST FOR A DISTANCE OF 6.74 FEET TO A POINT; THENCE SOUTH 41 DEGREES 29 MINUTES 21 SECONDS WEST FOR A DISTANCE OF 98.34 FEET TO A POINT; THENCE SOUTH 41 DEGREES 29 MINUTES 21 SECONDS WEST FOR A DISTANCE OF 104.88 FEET TO A POINT; THENCE SOUTH 48 DEGREES 19 MINUTES 57 SECONDS WEST FOR A DISTANCE OF 50.35 FEET TO A POINT; THENCE SOUTH 41 DEGREES 29 MINUTES 23 SECONDS WEST FOR A DISTANCE OF 111.09 FEET TO A POINT ON THE SOUTHEASTERLY MITERED RIGHT-OF-WAY OF NEAL BOULEVARD (50' R/W); THENCE CONTINUING ALONG SAID MITERED RIGHT-OF-WAY NORTH 85 DEGREES 59 MINUTES 02 SECONDS WEST FOR A DISTANCE OF 36.70 FEET TO A POINT ON THE NORTHWESTERLY MITER ON THE EASTERLY RIGHT-OF-WAY OF NEAL BOULEVARD (50' R/W); THENCE CONTINUING ALONG SAID RIGHT-OF-WAY THE FOLLOWING FOUR (4) COURSES AND DISTANCES ALONG A CURVE TO THE LEFT HAVING A RADIUS OF 1961.43 FEET AND ARC LENGTH OF 248.70 FEET BEING SUBTENDED BY A CHORD OF NORTH 26 DEGREES 36 MINUTES 19 SECONDS WEST FOR A DISTANCE OF 248.54 FEET TO A POINT; THENCE NORTH 30 DEGREES 15 MINUTES 39 SECONDS WEST FOR A DISTANCE OF 60.88 FEET TO A POINT, SAID POINT BEING **THE TRUE POINT OF BEGINNING.**

THENCE FROM SAID POINT AS THUS ESTABLISHED AND CONTINUING ALONG AFORESAID RIGHT-OF-WAY OF NEAL BOULEVARD THE FOLLOWING TWO (2) COURSES AND DISTANCES NORTH 30 DEGREES 15 MINUTES 41 SECONDS WEST FOR A DISTANCE OF 286.77 FEET TO A POINT; THENCE ALONG A CURVE TO THE RIGHT HAVING A RADIUS OF 793.51 FEET AND ARC LENGTH OF 135.91 FEET BEING SUBTENDED BY A CHORD OF NORTH 25 DEGREES 21 MINUTES 17 SECONDS WEST FOR A DISTANCE OF 135.74 FEET TO A POINT; THENCE LEAVING SAID RIGHT-OF-WAY, NORTH 71 DEGREES 22 MINUTES 22 SECONDS EAST FOR A DISTANCE OF 65.80 FEET TO A POINT; THENCE ALONG A CURVE TO THE LEFT HAVING A RADIUS OF 431.50 FEET AND ARC LENGTH OF 74.16 FEET BEING SUBTENDED BY A CHORD OF NORTH 66 DEGREES 26 MINUTES 57 SECONDS EAST FOR A DISTANCE OF 74.07 FEET TO A POINT; THENCE NORTH 61 DEGREES 31 MINUTES 33 SECONDS EAST FOR A DISTANCE OF 48.26 FEET TO A POINT; THENCE ALONG A CURVE TO THE RIGHT HAVING A RADIUS OF 9.50 FEET AND ARC LENGTH OF 14.76 FEET BEING SUBTENDED BY A CHORD OF SOUTH 73 DEGREES 57 MINUTES 00 SECONDS EAST FOR A DISTANCE OF 13.32 FEET TO A POINT; THENCE SOUTH 29 DEGREES 25 MINUTES 32 SECONDS EAST FOR A DISTANCE OF 197.13 FEET TO A POINT; THENCE ALONG A CURVE TO THE LEFT HAVING A RADIUS OF 221.50 FEET AND ARC LENGTH OF 40.49 FEET BEING SUBTENDED BY A CHORD OF SOUTH 34 DEGREES 39 MINUTES 42 SECONDS EAST FOR A DISTANCE OF 40.43 FEET TO A POINT; THENCE SOUTH 39 DEGREES 53 MINUTES 53 SECONDS EAST FOR A DISTANCE OF 147.98 FEET TO A POINT; THENCE ALONG A CURVE TO THE LEFT HAVING A RADIUS OF 157.73 FEET AND ARC LENGTH OF 14.34 FEET BEING SUBTENDED BY A CHORD OF SOUTH 43 DEGREES 16 MINUTES 52 SECONDS EAST FOR A DISTANCE OF 14.34 FEET TO A POINT; THENCE SOUTH 61 DEGREES 45 MINUTES 56 SECONDS WEST FOR A DISTANCE OF 235.44 FEET TO A POINT ON THE AFORESAID RIGHT-OF-WAY OF NEAL BOULEVARD, SAID POINT BEING THE POINT OF BEGINNING.

SAID TRACT CONTAINS 1.982 ACRES.

THE TRACT DESCRIBED ABOVE IS THE SAME PROPERTY SHOWN AS TRACT 16 ON THAT CERTAIN SUBDIVISION PLAT RECORDED IN PLAT BOOK 144, PAGE 68, GWINNETT COUNTY RECORDS, WHICH PLAT IS MADE A PART HEREOF BY THIS REFERENCE.

TRACT FOUR

ALL THAT TRACT OR PARCEL OF LAND LYING AND BEING IN LAND LOT 147 OF THE 5TH LAND DISTRICT, CITY OF LAWRENCEVILLE, GWINNETT COUNTY, GEORGIA, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

TO FIND THE POINT OF COMMENCEMENT, BEGIN AT THE INTERSECTION OF THE MITERED RIGHT-OF-WAY OF THE SOUTHWESTERLY RIGHT-OF-WAY OF JACKSON STREET (RIGHT-OF-WAY VARIES) AND THE NORTHWESTERLY RIGHT-OF-WAY OF STATE ROUTE 124 / STATE ROUTE 20 (A.K.A. SCENIC HIGHWAY, RIGHT-OF-WAY VARIES), IF EXTENDED TO FORM A POINT; THENCE LEAVING SAID INTERSECTION, SOUTH 41 DEGREES 18 MINUTES 59 SECONDS WEST FOR A DISTANCE OF 19.39 FEET TO A POINT ON THE NORTHWESTERLY RIGHT-OF-WAY OF STATE ROUTE 124 / STATE ROUTE 20; THENCE ALONG SAID RIGHT-OF-WAY THE FOLLOWING FIFTEEN (15) COURSES AND DISTANCES, SOUTH 41 DEGREES 18 MINUTES 59 SECONDS WEST FOR A DISTANCE OF 263.73 FEET TO A POINT; THENCE SOUTH 41 DEGREES 22 MINUTES 35 SECONDS WEST FOR A DISTANCE OF 27.85 FEET TO A POINT; THENCE SOUTH 41 DEGREES 22 MINUTES 35 SECONDS WEST FOR A DISTANCE OF 157.48 FEET TO A CONCRETE MONUMENT FOUND; THENCE NORTH 49 DEGREES 24 MINUTES 04 SECONDS WEST FOR A DISTANCE OF 43.92 FEET TO A POINT; THENCE SOUTH 41 DEGREES 39 MINUTES 57 SECONDS WEST FOR A DISTANCE OF 39.72 FEET TO A POINT; THENCE SOUTH 49 DEGREES 22 MINUTES 03 SECONDS EAST FOR A DISTANCE OF 11.74 FEET TO A POINT; THENCE SOUTH 49 DEGREES 24 MINUTES 04 SECONDS EAST FOR A DISTANCE OF 32.38 FEET TO A POINT; THENCE SOUTH 41 DEGREES 22 MINUTES 46 SECONDS WEST FOR A DISTANCE OF 109.66 FEET TO A POINT; THENCE SOUTH 78 DEGREES 49 MINUTES 12 SECONDS WEST FOR A DISTANCE OF 39.61 FEET TO A POINT; THENCE SOUTH 40 DEGREES 39 MINUTES 44 SECONDS WEST FOR A DISTANCE OF 23.43 FEET TO A POINT; THENCE SOUTH 03 DEGREES 47 MINUTES 33 SECONDS WEST FOR A DISTANCE OF 39.15 FEET TO A POINT; THENCE SOUTH 41 DEGREES 21 MINUTES 15 SECONDS WEST FOR A DISTANCE OF 40.57 FEET TO A POINT; THENCE SOUTH 41 DEGREES 21 MINUTES 15 SECONDS WEST FOR A DISTANCE OF 16.35 FEET TO A POINT; THENCE SOUTH 48 DEGREES 30 MINUTES 37 SECONDS EAST FOR A DISTANCE OF 6.74 FEET TO A POINT; THENCE SOUTH 41 DEGREES 29 MINUTES 21 SECONDS WEST FOR A DISTANCE OF 98.34 FEET TO A POINT, SAID POINT BEING **THE TRUE POINT OF BEGINNING**.

THENCE FROM SAID POINT AS THUS ESTABLISHED AND CONTINUING ALONG AFORESAID RIGHT-OF-WAY OF STATE ROUTE 124 / STATE ROUTE 20 THE FOLLOWING THREE (3) COURSES AND DISTANCES SOUTH 41 DEGREES 29 MINUTES 21 SECONDS WEST FOR A DISTANCE OF 104.88 FEET TO A POINT; THENCE SOUTH 48 DEGREES 19 MINUTES 57 SECONDS WEST FOR A DISTANCE OF 50.35 FEET TO A POINT; THENCE SOUTH 41 DEGREES 29 MINUTES 23 SECONDS WEST FOR A DISTANCE OF 111.09 FEET TO A POINT ON THE SOUTHEASTERLY MITERED RIGHT-OF-WAY WITH NEAL BOULEVARD (50' R/W); THENCE CONTINUING ALONG SAID MITERED RIGHT-OF-WAY NORTH 85 DEGREES 59 MINUTES 02 SECONDS WEST FOR A DISTANCE OF 36.70 FEET TO A POINT ON THE NORTHWESTERLY MITER ON THE EASTERLY RIGHT-OF-WAY OF NEAL BOULEVARD (50' R/W); THENCE CONTINUING ALONG SAID RIGHT-OF-WAY THE FOLLOWING FOUR (4) COURSES AND DISTANCES ALONG A CURVE TO THE LEFT HAVING A RADIUS OF 1961.43 FEET AND ARC LENGTH OF 248.70 FEET BEING SUBTENDED BY A CHORD OF NORTH 26 DEGREES 36 MINUTES 19 SECONDS WEST FOR A DISTANCE OF 248.54 FEET TO A POINT; THENCE NORTH 30 DEGREES 15 MINUTES 39 SECONDS WEST FOR A DISTANCE OF 60.88 FEET TO A POINT; THENCE LEAVING SAID RIGHT-OF-WAY, NORTH 61 DEGREES 45 MINUTES 56 SECONDS WEST FOR A DISTANCE OF 235.44 FEET TO A POINT; THENCE ALONG A CURVE TO THE LEFT HAVING A RADIUS OF 157.74 FEET AND ARC LENGTH OF

4.28 FEET BEING SUBTENDED BY A CHORD OF SOUTH 47 DEGREES 40 MINUTES 25 SECONDS EAST FOR A DISTANCE OF 4.28 FEET TO A POINT; THENCE SOUTH 48 DEGREES 41 MINUTES 00 SECONDS EAST FOR A DISTANCE OF 177.53 FEET TO A POINT; THENCE SOUTH 41 DEGREES 19 MINUTES 00 SECONDS WEST FOR A DISTANCE OF 45.00 FEET TO A POINT; THENCE SOUTH 48 DEGREES 41 MINUTES 00 SECONDS EAST FOR A DISTANCE OF 60.00 FEET TO A POINT ON THE AFORESAID NORTHWESTERLY RIGHT-OF-WAY OF STATE ROUTE 124 / STATE ROUTE 20, SAID POINT BEING THE POINT OF BEGINNING.

SAID PROPERTY CONTAINS 1.778 ACRES.

THE TRACT DESCRIBED ABOVE IS THE SAME PROPERTY SHOWN AS TRACT 4 ON THAT CERTAIN SUBDIVISION PLAT RECORDED IN PLAT BOOK 144, PAGE 68, GWINNETT COUNTY RECORDS, WHICH PLAT IS MADE A PART HEREOF BY THIS REFERENCE.

EXHIBIT "B"

LARGE MAJOR CONSTRUCTION INSURANCE REQUIREMENTS

(For construction projects more than \$5,000,000 but less than \$10,000,000)

For project over \$10,000,000 contact Treasury Risk Management)

1. Statutory Workers' Compensation Insurance
 - (a) Employers Liability:
 - Bodily Injury by Accident - \$100,000 each accident
 - Bodily Injury by Disease - \$500,000 policy limit
 - Bodily Injury by Disease - \$100,000 each employee
2. Commercial General Liability Insurance
 - (a) \$1,000,000 limit of liability per occurrence for bodily injury and property damage
 - (b) **Separate \$1,000,000 Owner's and Contractor's Protective policy with Gwinnett County Board of Commissioners (and any applicable authority) as Named Insured**
 - (c) The following additional coverages must apply:
 - * 1986 (or later) ISO Commercial General Liability Form
 - * Dedicated Limits per Project Site or Location (CG 25 03 or CG 25 04)
 - * Additional Insured Endorsement (Form B CG 20 10 or equivalent with a modification for completed operations or a separate endorsement covering Completed Operations)
 - * Blanket Contractual Liability
 - * Broad Form Property Damage
 - * Severability of Interest
 - * Underground, explosion, and collapse coverage
 - * Personal Injury (deleting both contractual and employee exclusions)
 - * Incidental Medical Malpractice
 - * Hostile Fire Pollution Wording
3. Auto Liability Insurance
 - (a) \$1,000,000 limit of liability per occurrence for bodily injury and property damage
 - (b) Comprehensive form covering all owned, nonowned, leased, hired, and borrowed vehicles
 - (c) Additional Insured Endorsement
 - (d) Contractual Liability
4. Umbrella Liability Insurance - Minimum \$5,000,000 limit of liability
(Higher limit may be required depending on the extent of contract)
 - (a) The following additional coverages must apply
 - * Additional Insured Endorsement
 - * Concurrency of Effective Dates with Primary
 - * Blanket Contractual Liability
 - * Drop Down Feature
 - * Care, Custody, and Control - Follow Form Primary
 - * Aggregates: Apply Where Applicable in Primary
 - * Umbrella Policy must be as broad as the primary policy
5. Builder's Risk Insurance or Installation Floater Insurance required on all new structures, bridges,

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VII. New Business

1. Law Department/Michael P. Ludwiczak

2020-1284 Approval/authorization for the Chairman to execute an Intergovernmental Agreement with the City of Lawrenceville to provide for the construction of a Library and the conveyance of land to the County in connection with same. Subject to approval as to form by the Law Department. {Action: Approved Motion: Fosque Second: Hunter Vote: 5-0; Nash-Yes; Brooks-Yes; Ku-Yes; Hunter-Yes; Fosque-Yes}

2020-1290 Approval/authorization for the Chairman to execute a Resolution in support of the Urban Redevelopment Agency of Gwinnett County entering into a Purchase and Sale Agreement with Gwinnett Place Mall GA, LLC to purchase approximately 39.06 acres of land, Tax Parcel Number R6232 003 and Tax Parcel Number R6232 092 for \$23,000,000.00. Subject to approval as to form by the Law Department. {Action: Approved Motion: Brooks Second: Ku Vote: 5-0; Nash-Yes; Brooks-Yes; Ku-Yes; Hunter-Yes; Fosque-Yes}

VIII. Comments from Audience

IX. Adjournment

{Action: Adjourn Motion: Hunter Second: Ku Vote: 5-0; Nash-Yes; Brooks-Yes; Ku-Yes; Hunter-Yes; Fosque-Yes}