



LAWRENCEVILLE

GEORGIA

DOWNTOWN DEVELOPMENT AUTHORITY AGENDA

Monday, June 08, 2020
6:30 PM

Council Assembly Room
70 S. Clayton St, GA 30046

Call to Order

Approval of Agenda

Downtown Development Business

- [1.](#) Approval of June 2020 Treasurer's Report
- [2.](#) Election of Vice Chair
- [3.](#) Adopt and Sign Mainstreet Documents
- [4.](#) Ratify DOT Parcel Contracts
- [5.](#) 189 Born Street Rent Reduction
- [6.](#) Approval of Georgia Gwinnett College Parcel Purchase Option
- [7.](#) Executive Housing Update
- [8.](#) Required DDA Board Training

Mainstreet Business

Other Business

Citizen Comments

Executive Session - Real Estate

Final Adjournment



LAWRENCEVILLE

GEORGIA

AGENDA REPORT

MEETING: DOWNTOWN DEVELOPMENT AUTHORITY

AGENDA CATEGORY: DOWNTOWN DEVELOPMENT AUTHORITY BUSINESS

Item: Approval of June 2020 Treasurer's Report

Department: Downtown Development Authority

Date of Meeting: Monday, June 8, 2020

Fiscal Impact: none

Presented By: Linda Nash

Action Requested: Approval

Summary: Linda Nash will present the June 2020 Treasurer's Report for approval

Attachments/Exhibits:

- June 2020 Treasurer's Report

City of Lawrenceville Downtown Development Authority

Report date 6/2/2020

Since Our Last Meeting

Checking Account (664)

Date	Description	Check #	Deposits	Withdrawals	Balance
	Balance from last meeting				\$207,869.99
5/20/2020	189 Born St - April rent @ 1/2 (\$725.00)		\$362.50		\$208,232.49
5/29/2020	Boulder Creek 5/8, 5/15, 5/22 @ \$804.30		\$2,412.90		\$210,645.39
5/29/2020	Mixed Drink Tax - April 2020		\$1,392.15		\$212,037.54
5/29/2020	189 Born St - May rent @ 1/2 (\$725.00)		\$362.50		\$212,400.04
5/29/2020	Interest		\$21.28		\$212,421.32
6/1/2020	City of Lawrenceville - South Lawn Phase II (partial refund)			\$178,621.54	\$33,799.78
6/2/2020	Actual Account Balance		\$4,551.33	\$178,621.54	\$33,799.78

Money Market Account - City \$1M (356)

	Balance from last meeting				\$407,020.14
5/29/2020	Interest		\$35.45		\$407,055.59
6/2/2020	Actual Account Balance		\$35.45	\$0.00	\$407,055.59

Hotel Escrow Account (2342)

	Balance from last meeting				\$145,161.20
5/8/2020	Wire from City of Lawrenceville - park deck		506,400.89		\$651,562.09
5/8/2020	Incoming wire fee			\$15.00	\$651,547.09
5/12/2020	Wire to Frazier Deeter - hotel			651,400.89	\$146.20
5/12/2020	outgoing wire fee			\$25.00	\$121.20
5/29/2020	Interest		5.46		\$126.66
6/2/2020	Actual Account Balance		\$6.56	\$0.00	\$126.66



Welcome BUSINESS USER.

Your last Business Internet Banking sign on was Wednesday, May 27, 2020 at 02:53 PM ET.

Deposit Account Balances as of 06/02/2020

<i>ABA/TRC</i>	<i>Account Number</i>	<i>Description</i>	<i>Accessible Balance</i>
Checking Accounts			
084201294	*0664	Checking *0664	\$33,799.78
084201294	*2342	Checking *2342	\$126.66
084201294	*9356	Checking *9356	\$407,055.59

Activity - Deposit Account

Report created: 06/02/2020 10:15:51 AM (ET)

Account Information

Account: 084201294 • *0664 • Checking • Checking *0664 • Accessible \$33,799.78
 Accessible balance: \$33,799.78
 Ledger balance: \$33,799.78

Transaction History

Date range: 5/3/2020 to 6/2/2020
 Transaction types: All transactions
 Detail option: Includes transaction detail

Post Date	Reference	Additional Reference	Description	Debit	Credit	Calculated Balance
06/01/2020	1394	1394	CHECK PAID	\$178,621.54		\$33,799.78
05/29/2020			INTEREST CREDIT		\$21.28	\$212,421.32
05/29/2020			DEPOSIT		\$362.50	\$212,400.04
05/29/2020			DEPOSIT		\$1,392.15	\$212,037.54
05/29/2020			DEPOSIT		\$2,412.90	\$210,645.39
05/20/2020			DEPOSIT		\$362.50	\$208,232.49
05/07/2020	1391	1391	CHECK PAID	\$6,048.12		\$207,869.99
05/07/2020	997000507060335		AUTO TRANSFER DEBIT REF 1280603L FUNDS TRANSFER TO DEP 3769356 FROM SOUTH LAWN MOVED TO CORRECT ACCOUNT	\$215,911.25		\$213,918.11
05/06/2020	997000506085710		AUTO TRANSFER CREDIT REF 1270857L FUNDS TRANSFER FRMDEP 3769356 FROM 51 S CLAYTON INSPECTION FROM MM		\$720.00	\$429,829.36
05/05/2020			DEPOSIT		\$450.00	\$429,109.36
05/05/2020			DEPOSIT		\$2,000.00	\$428,659.36
05/05/2020			DEPOSIT		\$2,663.78	\$426,659.36

May report

RENASANT BANK
106 CROGAN ST
LAWRENCEVILLE GA 30043

STATEMENT OF ACCOUNT
APRIL 30, 2020: LAST STATEMENT
MAY 31, 2020: THIS STATEMENT
PAGE 1 OF 2 0001160664

DIRECT INQUIRIES TO:
877 367-5371

DOWNTOWN DEVELOPMENT AUTH OF L'VILLE GA
PO BOX 502
LAWRENCEVILLE GA 30046-0502

RENASANT BANK
106 CROGAN ST
LAWRENCEVILLE GA 30043

8

***** COMMERCIAL CHOICE RATE CHKG - SUMMARY *****

ACCOUNT NUMBER	0001160664	PREVIOUS BALANCE	\$423,995.58
AVG COLLECTED BALANCE	250,536.00	ADDITIONS	+ 10,363.83
INTEREST EARNED YEAR TO DATE	112.74	SUBTRACTIONS	- 221,959.37
		INTEREST EARNED	+ 21.28
		ENDING BALANCE	\$212,421.32

***** CHECKS *****

NUMBER	DATE	AMOUNT	NUMBER	DATE	AMOUNT
1391	05-07	6,048.12			

***** OTHER DEBITS *****

DATE	DESCRIPTION	SUBTRACTIONS
05-07	#CASH MGMT TRSFR DR REF 1280603L FUNDS TRANSFER TO DEP 3769356 FROM SOUTH LAWN MOVED TO CORRECT ACCOUNT	215,911.25

***** CREDITS *****

DATE	DESCRIPTION	ADDITIONS
05-05	DEPOSIT	2,663.78
05-05	DEPOSIT	2,000.00
05-05	DEPOSIT	450.00
05-06	#CASH MGMT TRSFR CR REF 1270857L FUNDS TRANSFER FRM DEP 3769356 FROM 51 S CLAYTON INSPECTION FROM MM	720.00
05-20	DEPOSIT	362.50
05-29	DEPOSIT	2,412.90
05-29	DEPOSIT	1,392.15
05-29	DEPOSIT	362.50
05-31	#INTEREST	21.28

***** INTEREST INFORMATION *****

ANNUAL PERCENTAGE YIELD EARNED	0.10%
INTEREST-BEARING DAYS	31
AVERAGE BALANCE FOR APY	\$250,536.18
INTEREST EARNED	\$21.28

RENASANT BANK

DOWNTOWN DEVELOPMENT AUTH OF L'VILLE GA
MAY 31, 2020
PAGE 2 OF 2
0001160664

	TOTAL FOR THIS PERIOD	TOTAL YEAR-TO-DATE
TOTAL OVERDRAFT FEES	\$0.00	\$0.00
TOTAL RETURNED ITEM FEES	\$0.00	\$0.00



RENASANT BANK

Coin
Currency
Check

Date: 5-5-20

Deposit To The Account Of:

Low Cash Received:

TOTAL: 450.00

1160664

450.00

1160664

450.00

Deposit, Amount \$450.00 Date 5/5

RENASANT BANK

Coin
Currency
Check

Date: 5-5-20

Deposit To The Account Of:

Low Cash Received:

TOTAL: 2000.00

1160664

2,000.00

1160664

2,000.00

Deposit, Amount \$2,000.00 Date 5/5

RENASANT BANK

Coin
Currency
Check

Date: 5-5-20

Deposit To The Account Of:

Low Cash Received:

TOTAL: 2,663.78

1160664

2,663.78

1160664

2,663.78

Deposit, Amount \$2,663.78 Date 5/5

DEPOSIT TICKET

Date: 5-20-20

BRAND Since 1985

DOWNTOWN DEVELOPMENT AUTHORITY
OF LAWRENCEVILLE GEORGIA
P.O. BOX 1200
LAWRENCEVILLE, GA 30046

TOTAL: 362.50

362.50

1160664

362.50

Deposit, Amount \$362.50 Date 5/20

DEPOSIT TICKET

Date: 5-29-20

BRAND Since 1985

DOWNTOWN DEVELOPMENT AUTHORITY
OF LAWRENCEVILLE GEORGIA
P.O. BOX 1200
LAWRENCEVILLE, GA 30046

TOTAL: 362.50

362.50

1160664

362.50

Deposit, Amount \$362.50 Date 5/29

DEPOSIT TICKET

Date: 5-29-20

BRAND Since 1985

DOWNTOWN DEVELOPMENT AUTHORITY
OF LAWRENCEVILLE GEORGIA
P.O. BOX 1200
LAWRENCEVILLE, GA 30046

TOTAL: 1,392.15

1,392.15

1160664

1,392.15

Deposit, Amount \$1,392.15 Date 5/29

DEPOSIT TICKET

Date: 5-29-20

BRAND Since 1985

DOWNTOWN DEVELOPMENT AUTHORITY
OF LAWRENCEVILLE GEORGIA
P.O. BOX 1200
LAWRENCEVILLE, GA 30046

TOTAL: 2,412.90

2,412.90

1160664

2,412.90

Deposit, Amount \$2,412.90 Date 5/29

DEPOSIT TICKET

Date: 4-7-20

BRAND Since 1985

DOWNTOWN DEVELOPMENT AUTHORITY
OF LAWRENCEVILLE GEORGIA
P.O. BOX 1200
LAWRENCEVILLE, GA 30046

TOTAL: 6,048.12

6,048.12

1160664

6,048.12

Check 1391, Amount \$6,048.12 Date 5/7

DATE 5-20-20

ALL CHECKS AND OTHER ITEMS ARE RECEIVED FOR DEPOSIT SUBJECT TO THE PROVISIONS OF THE OFFICIAL CREDIT COLLECTION AGREEMENT. THE BANK MAY NOT BE AVAILABLE FOR CREDIT WITHIN 24 HOURS.

CURRENCY

1.

64-327/811

COIN



Since 1905
LAWRENCEVILLE, GA 30045

USE OTHER SIDE FOR
ADDITIONAL LISTING.
BE SURE EACH ITEM IS
PROPERLY ENDORSED.

TOTAL ITEMS

C
H
E
C
K
S

362.50

DOWNTOWN DEVELOPMENT AUTHORITY
OF LAWRENCEVILLE GEORGIA
P. O. BOX 1390
LAWRENCEVILLE, GA 30046

OR TOTAL IN US DOLLAR CASH

\$

362.50

⑆5022⑆0327⑆ 11 60 664⑈

LINDA G CAMPBELL
241 W PIKE ST
LAWRENCEVILLE, GA 30046

1630

64-22/610 8180

Pay to the
Order of

Downtown Dev Auth of Lville 4-27-2020 Date
Three Hundred Sixty-Two & 50/100 \$ 362.50
Dollars



Wells Fargo Bank, N.A.
Georgia
wellsfargo.com

For 189 Barn St.
Apr 2020 Rent

Linda Campbell MP

⑆061000227⑆1010152160162⑈01630

Harford Clark

ELOCUT



RENASANT
BANK

OFFICIAL RECEIPT

TR:56 3155-583 397 05/20/20 04:06 PM
XXXXXX0664 Ck Deposit \$362.50
Account available: \$208,232.49
Thank you. Have a nice day.

All items are received by this Bank for purposes of collection and all
credits for items are provisional. Currency is accepted subject to verification.

DSS
16010 (Rev 4/10)

THE BACK OF THIS CHECK CONTAINS A SECURITY MARK. DO NOT ACCEPT WITHOUT HOLDING AT AN ANGLE TO VERIFY SECURITY MARK.

Please Post to Account: N/A

MORE THAN BOOKS OF GEORGIA LLC DBA
233 E. CROGAN STREET
LAWRENCEVILLE, GA 30046

RENASANT BANK
TUPELO, MS

85 129
842

9024

May 8, 2020

PAY Eight Hundred Four and 30/100 Dollars

\$ *****804.30

TO THE
ORDER OF: DDA OF LAWRENCEVILLE
PO BOX 502
LAWRENCEVILLE GA 30046-0502

#CSP01000C01379F# 69208782

VOID 90 DAYS AFTER ISSUE



SIGNATURE ON FILE

This check has been authorized by your depositor.

Memo:

⑈9024⑈ ⑆084201294⑆ 0011007940⑈

THE BACK OF THIS CHECK CONTAINS A SECURITY MARK. DO NOT ACCEPT WITHOUT HOLDING AT AN ANGLE TO VERIFY SECURITY MARK.

Please Post to Account: N/A

MORE THAN BOOKS OF GEORGIA LLC DBA
233 E. CROGAN STREET
LAWRENCEVILLE, GA 30046

RENASANT BANK
TUPELO, MS

85 129
842

9025

May 15, 2020

PAY Eight Hundred Four and 30/100 Dollars

\$ *****804.30

TO THE
ORDER OF: DDA OF LAWRENCEVILLE
PO BOX 502
LAWRENCEVILLE GA 30046-0502

#CSP01000C01379F# 69208782

VOID 90 DAYS AFTER ISSUE



SIGNATURE ON FILE

This check has been authorized by your depositor.

Memo:

⑈9025⑈ ⑆084201294⑆ 0011007940⑈

THE BACK OF THIS CHECK CONTAINS A SECURITY MARK. DO NOT ACCEPT WITHOUT HOLDING AT AN ANGLE TO VERIFY SECURITY MARK.

Please Post to Account: N/A

MORE THAN BOOKS OF GEORGIA LLC DBA
233 E. CROGAN STREET
LAWRENCEVILLE, GA 30046

RENASANT BANK
TUPELO, MS

85 129
842

9026

May 22, 2020

PAY Eight Hundred Four and 30/100 Dollars

\$ *****804.30

TO THE
ORDER OF: DDA OF LAWRENCEVILLE
PO BOX 502
LAWRENCEVILLE GA 30046-0502

#CSP01000C01379F# 69208782

VOID 90 DAYS AFTER ISSUE



SIGNATURE ON FILE

This check has been authorized by your depositor.

Memo:

⑈9026⑈ ⑆084201294⑆ 0011007940⑈

VENDOR NUMBER	VENDOR NAME	CHECK NUMBER	CHECK DATE	CHECK	NT
742	DOWNTOWN DEVELOPMENT AUTHORITY	326993	05/14/2020	1.	
					\$1,392.15

INVOICE DATE	INVOICE NUMBER	DESCRIPTION	INVOICE AMOUNT
04/30/2020	APR 2020 ALCOHOL	MIXED DRINK TAX FOR MARCH 2020 - APRIL PAYMENTS	\$1,392.15

DO NOT ACCEPT UNLESS THIS CHECK IS PRINTED WITH A COLOR BACKGROUND, CONTAINS A VOID PANTOGRAPH, MICROPRINTING FACE AND BACK, UV FIBERS AND A WATERMARK ON THE REVERSE SIDE



CITY OF LAWRENCEVILLE

PO Box 2200
Lawrenceville, Georgia 30046-2200
PH: (770) 963-2414

Repsant Bank
141 Hurricane Shoals Rd NE
Lawrenceville, GA 30046

Vendor Number
742

Check Number
326993

Check Date
05/14/2020

Void after 90 days

*** One Thousand Three Hundred And Ninety-Two Dollars And Fifteen Cents ***

\$1,392.15

Pay To
The
Order Of

DOWNTOWN DEVELOPMENT AUTHORITY
P O BOX 502
LAWRENCEVILLE, GA 30046-0000

Chuck Warlick
City Manager

David R. [Signature]
Mayor

MP

MP

HELEN SWORDS
189 BORN ST
LAWRENCEVILLE, GA 30046

102
64-22/610 8166

Date 5-2-20

Pay to the Order of Downtown Auth Development of Kville \$ 362.50
Three hundred sixty two and 50/100 Dollars



Wells Fargo Bank, N.A.
Georgia
wellsfargo.com

For

Rent 189 Born St

H Swords

⑆06 1000 227⑆ 101024597804 1⑈00102

OFFICIAL RECEIPT



City of L'ville
mixed drink tax
March-April '20

TR:44 3155-582 923 05/29/20 02:34 PM
XXXXXX0664 Ck Deposit \$1,392.15

Thank you. Have a nice day.

DSS
16010 (Rev 4/10)

All items are received by this Bank for purposes of collection and all credits for items are provisional. Currency is accepted subject to verification.

OFFICIAL RECEIPT



Boulder Creek
5/8, 5/15, 5/22
@ \$500 each

TR:46 3155-582 923 05/29/20 02:37 PM
XXXXXX0664 Ck Deposit \$2,412.90

Thank you. Have a nice day.

DSS
16010 (Rev 4/10)

All items are received by this Bank for purposes of collection and all credits for items are provisional. Currency is accepted subject to verification.

OFFICIAL RECEIPT



189 Bond Street
1/2 rent

TR:45 3155-582 923 05/29/20 02:36 PM
XXXXXX0664 Ck Deposit \$362.50

Thank you. Have a nice day.

DSS
16010 (Rev 4/10)

All items are received by this Bank for purposes of collection and all credits for items are provisional. Currency is accepted subject to verification.

**DOWNTOWN DEVELOPMENT AUTHORITY
OF LAWRENCEVILLE GEORGIA**
P. O. BOX 1390
LAWRENCEVILLE, GA 30046

1394

DATE 5-21-20 64-327/611
1

PAY TO THE ORDER OF City of Lawrenceville \$ 178,621.54

One Hundred Seventy-eight Thousand Six Hundred Twenty-one and ⁵⁴/₁₀₀ DOLLARS

 **THE BRAND BANKING CO.** Since 1905
LAWRENCEVILLE, GA 30046

FOR South Lane Phase II 394,532.79 215,911.25 DDA 178,621.54

Linda E. Nash

⑈001394⑈ ⑆06103276⑆ 11 60 664⑈

Activity - Deposit Account

Report created: 06/02/2020 10:16:27 AM (ET)

Account Information

Account: 084201294 • *9356 • Checking • Checking *9356 • Accessible \$407,055.59
 Accessible balance: \$407,055.59
 Ledger balance: \$407,055.59

Transaction History

Date range: 5/3/2020 to 6/2/2020
 Transaction types: All transactions
 Detail option: Includes transaction detail

Post Date	Reference	Additional Reference	Description	Debit	Credit	Calculated Balance
05/29/2020			INTEREST CREDIT		\$35.45	\$407,055.59
05/07/2020	997000507060335		AUTO TRANSFER CREDIT REF 1280603L FUNDS TRANSFER FRMDEP 1160664 FROM SOUTH LAWN MOVED TO CORRECT ACCOUNT		\$215,911.25	\$407,020.14
05/06/2020	997000506085710		AUTO TRANSFER DEBIT REF 1270857L FUNDS TRANSFER TO DEP 1160664 FROM 51 S CLAYTON INSPECTION FROM MM	\$720.00		\$191,108.89

May report

RENASANT BANK
106 CROGAN ST
LAWRENCEVILLE GA 30043

STATEMENT OF ACCOUNT
APRIL 30, 2020: LAST STATEMENT
MAY 31, 2020: THIS STATEMENT
PAGE 1 OF 1 0003769356

DIRECT INQUIRIES TO:
877 367-5371

DOWNTOWN DEVELOPMENT AUTH OF L'VILLE GA
PO BOX 502
LAWRENCEVILLE GA 30046-0502

RENASANT BANK
106 CROGAN ST
LAWRENCEVILLE GA 30043

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***** NON-PERSONAL MONEY MARKET ACCT - SUMMARY *****

ACCOUNT NUMBER	0003769356	PREVIOUS BALANCE	\$191,828.89
AVG COLLECTED BALANCE	365,346.00	ADDITIONS	+ 215,911.25
INTEREST EARNED YEAR TO DATE	454.58	SUBTRACTIONS	- 720.00
		INTEREST EARNED	+ 35.45
		ENDING BALANCE	\$407,055.59

***** OTHER DEBITS *****

DATE	DESCRIPTION	SUBTRACTIONS
05-06	#CASH MGMT TRSFR DR REF 1270857L FUNDS TRANSFER TO DEP 1160664 FROM 51 S CLAYTON INSPECTION FROM MM	-720.00

***** CREDITS *****

DATE	DESCRIPTION	ADDITIONS
05-07	#CASH MGMT TRSFR CR REF 1280603L FUNDS TRANSFER FRM DEP 1160664 FROM SOUTH LAWN MOVED TO CORRECT ACCOUNT	215,911.25
05-31	#INTEREST	35.45

***** INTEREST INFORMATION *****

ANNUAL PERCENTAGE YIELD EARNED	0.11%
INTEREST-BEARING DAYS	31
AVERAGE BALANCE FOR APY	\$365,346.99
INTEREST EARNED	\$35.45

	TOTAL FOR THIS PERIOD	TOTAL YEAR-TO-DATE
TOTAL OVERDRAFT FEES	\$0.00	\$0.00
TOTAL RETURNED ITEM FEES	\$0.00	\$0.00

DATE	NUMBER	PAYEE	AMOUNT
		TOTAL	\$ <u> </u>

BANK BALANCE SHOWN ON THIS STATEMENT

\$

PLUS - DEPOSITS NOT CREDITED ON THIS STATEMENT

TOTAL

\$

LESS - TOTAL OF OUTSTANDING CHECKS (FROM ABOVE)

\$

SHOULD AGREE WITH YOUR CHECK BOOK BALANCE AFTER
YOU DEDUCT FROM THAT BALANCE SERVICE CHARGES
(IF ANY) SHOWN ON THIS STATEMENT

\$

Please examine this statement at once. If incorrect, return statement and images of your checks to **OUR BANK**. If no error is Reported within 10 days, the account will be considered correct.

IN CASE OF ERRORS OR QUESTIONS ABOUT YOUR ELECTRONIC TRANSFERS, telephone us or write us at our office shown on the front of this statement as soon as you can, if you think your statement or receipt is wrong or if you need more information about a transfer on the statement or receipt. We must hear from you no later than 60 days after we sent you the **FIRST** statement on which the error appeared.

(1) Tell us your name and account number (if any).

(2) Describe the error or the transfer you are unsure about, and explain as clearly as you can why you believe there is an error or why you need more information.

(3) Tell us the dollar amount of the suspected error.

We will investigate your complaint and will correct any error promptly. If we take more than **10** business days to do this, we will recredit your account for the amount you think is in error, so that you will have use of the money during the time it takes us to complete our investigation.

Activity - Deposit Account

Report created: 06/02/2020 10:17:25 AM (ET)

Account Information

Account: 084201294 • *2342 • Checking • Checking *2342 • Accessible \$126.66
Accessible balance: \$126.66
Ledger balance: \$126.66

Transaction History

Date range: 5/3/2020 to 6/2/2020
Transaction types: All transactions
Detail option: Includes transaction detail

<i>Post Date</i>	<i>Reference</i>	<i>Additional Reference</i>	<i>Description</i>	<i>Debit</i>	<i>Credit</i>	<i>Calculated Balance</i>
05/29/2020			INTEREST CREDIT		\$5.46	\$126.66
05/12/2020	OUTGOING WIRE FEE		MISC DEBIT OUTGOING WIRE FEE	\$25.00		\$121.20
05/12/2020	20201330099600		OUTGOING WIRE FEE OUTGOING WIRE GFX 20201330099600 BNF FRAZIER DEETER LAWRENCEVILLE CONST O BI PURCHASE	\$651,400.89		\$146.20
05/08/2020	INCOMING WIRE FEE		MISC DEBIT INCOMING WIRE FEE	\$15.00		\$651,547.09
05/08/2020	20201290112500		INCOMING WIRE TRANSFER INCOMING WIRE GFX 20201290112500 ORG CITY OF LAWRENCEVILLE OBI LAWRENCEVI LLE PARKING		\$506,400.89	\$651,562.09

RENASANT BANK
106 CROGAN ST
LAWRENCEVILLE GA 30043

STATEMENT OF ACCOUNT
APRIL 30, 2020: LAST STATEMENT
MAY 31, 2020: THIS STATEMENT
PAGE 1 OF 1 8011792342

DIRECT INQUIRIES TO:
877 367-5371

DOWNTOWN DEVELOPMENT AUTH OF L'VILLE GA
PO BOX 502
LAWRENCEVILLE GA 30046-0502

RENASANT BANK
106 CROGAN ST
LAWRENCEVILLE GA 30043

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***** COMMERCIAL CHOICE RATE CHKG - SUMMARY *****

ACCOUNT NUMBER	8011792342	PREVIOUS BALANCE	\$145,161.20
AVG COLLECTED BALANCE	116,927.00	ADDITIONS	+ 506,400.89
INTEREST EARNED YEAR TO DATE	16.62	SUBTRACTIONS	- 651,440.89
		INTEREST EARNED	+ 5.46
		ENDING BALANCE	\$126.66

***** OTHER DEBITS *****

DATE	DESCRIPTION	SUBTRACTIONS
05-08	#DIRECT S/C	15.00
	INCOMING WIRE FEE	
05-12	#OUTGOING WIRE	651,400.89
	OUTGOING WIRE GFX 20201330099600	
	BNF FRAZIER DEETER LAWRENCEVILLE CO	
	NST OBI PURCHASE	
05-12	#DIRECT S/C	25.00
	OUTGOING WIRE FEE	

***** CREDITS *****

DATE	DESCRIPTION	ADDITIONS
05-08	#INCOMING WIRE	506,400.89
	INCOMING WIRE GFX 20201290112500	
	ORG CITY OF LAWRENCEVILLE OBI LAWRE	
	NCEVILLE PARKING	
05-31	#INTEREST	5.46

***** INTEREST INFORMATION *****

ANNUAL PERCENTAGE YIELD EARNED	0.06%
INTEREST-BEARING DAYS	31
AVERAGE BALANCE FOR APY	\$116,927.12
INTEREST EARNED	\$5.46

	TOTAL FOR THIS PERIOD	TOTAL YEAR-TO-DATE
TOTAL OVERDRAFT FEES	\$0.00	\$0.00
TOTAL RETURNED ITEM FEES	\$0.00	\$0.00

DATE	NUMBER	PAYEE	AMOUNT
		TOTAL	\$ _____

BANK BALANCE SHOWN ON THIS STATEMENT

\$ _____

PLUS - DEPOSITS NOT CREDITED ON THIS STATEMENT

TOTAL

\$ _____

LESS - TOTAL OF OUTSTANDING CHECKS (FROM ABOVE)

\$ _____

SHOULD AGREE WITH YOUR CHECK BOOK BALANCE AFTER
YOU DEDUCT FROM THAT BALANCE SERVICE CHARGES
(IF ANY) SHOWN ON THIS STATEMENT

\$ _____

Please examine this statement at once. If incorrect, return statement and images of your checks to **OUR BANK**. If no error is Reported within 10 days, the account will be considered correct.

IN CASE OF ERRORS OR QUESTIONS ABOUT YOUR ELECTRONIC TRANSFERS, telephone us or write us at our office shown on the front of this statement as soon as you can, if you think your statement or receipt is wrong or if you need more information about a transfer on the statement or receipt. We must hear from you no later than 60 days after we sent you the **FIRST** statement on which the error appeared.

(1) Tell us your name and account number (if any).

(2) Describe the error or the transfer you are unsure about, and explain as clearly as you can why you believe there is an error or why you need more information.

(3) Tell us the dollar amount of the suspected error.

We will investigate your complaint and will correct any error promptly. If we take more than **10** business days to do this, we will recredit your account for the amount you think is in error, so that you will have use of the money during the time it takes us to complete our investigation.



P.O. BOX 4140
TUPELO, MS 38803-4140

PAGE: 1
DATE OF TRANSACTIONS: MAY 8, 2020
ACCOUNT NUMBER: 8011792342

1.

FOR PERSONAL ASSISTANCE CALL:
1-877-367-5371

00000165 FIBS774S050920014145 000001 111111 0

DOWNTOWN DEVELOPMENT AUTH OF L'VILLE GA
PO BOX 502
LAWRENCEVILLE GA 30046-0502

CONFIRMATION OF TRANSACTION NOTICE

THE TRANSACTION(S) LISTED BELOW POSTED TO YOUR ACCOUNT
ON 05-08-20.

INCOMING WIRE		\$	506,400.89
INCOMING WIRE	GFX 20201290112500		
ORG CITY OF LAWRENCEVILLE OBI LAWRE			
NCEVILLE PARKING			

00000165-0000165-Page 1 of 1-FIBS774S050920014145-DPCN03L





LAWRENCEVILLE

GEORGIA

AGENDA REPORT

MEETING: DOWNTOWN DEVELOPMENT AUTHORITY

AGENDA CATEGORY: DOWNTOWN DEVELOPMENT AUTHORITY BUSINESS

Item: Election of Vice Chair

Department: Downtown Development Authority

Date of Meeting: Monday, June 8, 2020

Fiscal Impact: none

Presented By: Lee Merritt

Action Requested: Vote

Summary: Election of Vice Chair



LAWRENCEVILLE

GEORGIA

AGENDA REPORT

MEETING: DOWNTOWN DEVELOPMENT AUTHORITY

AGENDA CATEGORY: DOWNTOWN DEVELOPMENT AUTHORITY BUSINESS

Item:	Adopt and Sign Mainstreet Documents
Department:	Downtown Development Authority
Date of Meeting:	Monday, June 8, 2020
Fiscal Impact:	none
Presented By:	Lee Merritt
Action Requested:	Adopt and Sign

Summary: Adopt and Sign Mainstreet Documents

Attachments/Exhibits:

- Board Commitment Letter



LAWRENCEVILLE

GEORGIA

I, _____, understand that as a member of the Downtown Development Authority for the City of Lawrenceville, Georgia, I have a legal and moral responsibility to ensure that the organization does the best work possible in pursuit of its goals. I believe in the purpose and mission of the organization, and I will act responsibly and prudently as its steward.

As part of my responsibilities as a board member:

1. I will interpret the organization's work and values to the community, represent the organization, and act as a spokesperson when called upon.
2. I will make attending board meetings, committee meetings, and special events a priority.
3. I will act in the best interests of the organization and excuse myself from discussions and votes where I have a conflict of interest.
4. I will stay informed about what is going on in the organization. I will ask questions and request information. I will participate in and take responsibility for making decisions on issues, policies, and other board matters.
5. I will work in good faith with employees and other board members as partners towards achievement of our goals.
6. If I do not fulfill these commitments to the organization, I will expect the board Chairman to call me to discuss my responsibilities.

In turn, the organization will be responsible to me in several ways:

1. I will be sent, without request, monthly financial reports, and an update of organizational activities that allow me to meet the prudent person section of the law.
2. Opportunities will be offered to me to discuss with the Executive Director and the Board Chairman the organization's programs, goals, activities, and status. Additionally, I can request such opportunities.
3. The organization will help me perform my duties by keeping me informed about issues in the industry and field in which we are working, and by offering me opportunities for professional development as a board member.

- 4. Board members and employees will respond in a straightforward fashion to questions I have and feel are necessary to carry out my fiscal, legal, and moral responsibilities to this organization. Board members and employees will work in good faith with me towards achievement of our goals.
- 5. If the organization does not fulfill its commitments to me, I can call on the Board Chairman and Executive Director to discuss these responsibilities.
- 6. The PADA will provide continuous directors and officers insurance coverage for its board members.

Signed:

_____ Date: _____
Member, Board of Directors

_____ Date: _____
Chairman, Board of Directors



LAWRENCEVILLE

GEORGIA

AGENDA REPORT

MEETING: DOWNTOWN DEVELOPMENT AUTHORITY

AGENDA CATEGORY: DOWNTOWN DEVELOPMENT AUTHORITY BUSINESS

Item: Ratify DOT Parcel Contracts

Department: Downtown Development Authority

Date of Meeting: Monday, June 8, 2020

Fiscal Impact: none

Presented By: Lee Merritt

Action Requested: Approval

Summary: Ratify DOT Parcel Contracts

Attachments/Exhibits:

- Georgia Department of Transportation Parcel 3352
- Georgia Department of Transportation Parcel 3353
- Georgia Department of Transportation Parcel 3389 Tract 1
- Georgia Department of Transportation Parcel 3389 Tract 2

PURCHASE BID PROPOSAL

**PARCEL 3352, 1.134 Acres on
Park Access Drive
Gwnnett County, Georgia**

To: Georgia Department of Transportation
Office of Right of Way
One Georgia Center
600 West Peachtree Street, N.W.
Atlanta, Georgia 30308

The undersigned, as Bidder, hereby declares that each person (natural or artificial) interested in this bid as a principal is named herein and that no other party has any interest in this bid; that this bid is made without connection with any other person making a bid; and that this bid is made without collusion on the part of any person, firm or corporation. The undersigned further certifies that he is authorized to make this bid.

The undersigned further declares that he has carefully examined and fully understands this Purchase Bid Proposal and Instructions to Bidders for all parcels and those instructions are hereby incorporated in and by reference made a part of this Purchase Bid Proposal.

With the above understanding, the undersigned hereby makes the following Bid Proposal for the purchase of property on the above named project and parcel, hereby agrees to the terms, conditions and covenants set forth in this proposal.

The Appraised Market Value is: \$ 175,000.00

The Minimum Acceptable Bid is: \$148,750.00

-1-

The amount of purchase price bid by the undersigned is \$ 148,750.00. The real property bid upon is more particularly shown on the attached plat.

-2-

The undersigned has enclosed and attached hereto as a deposit a certified check or cashier's check or personal/business check drawn on an United States National Bank or a State of Georgia chartered bank and made payable to the order of the Georgia Department of Transportation as follows:

Total Bid Amount Less Than \$100,000.00 = 10% deposit
Total Bid Amount \$100,000.00 - \$500,000.00 = 5% Deposit
Total Bid Amount Greater Than \$500,000.00 = 2.5% Deposit

-3-

There may be situations wherein the option holder is unable to complete this transaction within the time allowed for reasons beyond his control. Under these circumstances, the Georgia Department of Transportation, at its discretion, may elect to extend the option period. A charge of 1% of the bid price per 30-day period will be made for such extensions. This charge SHALL NOT be applied toward the purchase price and will be assessed at the beginning of each such 30-day period.

-4-

It is understood and agreed that this proposal is one of several competitive bids made to the Georgia Department of Transportation on this parcel, and in consideration of the mutual agreements of the Bidders to be bound by the terms, conditions and covenants similar hereto, and in consideration of the sum of One Dollar (\$1.00) cash in hand paid, receipt of which is hereby acknowledged, the undersigned agrees that this proposal shall be an option, which is hereby given by the undersigned to the Georgia Department of Transportation to accept or reject this proposal at any given time within sixty (60) days from the date on which this sealed proposal is opened and read, and in consideration of the premises, it is expressly covenanted and agreed that this proposal is not subject to withdrawal by the undersigned during the term of said option.

-5-

It is further agreed and understood that if the undersigned is the successful high bidder on this parcel and if the Georgia Department of Transportation accepts this offer, then, upon written notice of bid acceptance being received by the undersigned, this option becomes a binding contract between the undersigned and the Georgia Department of Transportation, subject to the following terms:

(a) The undersigned agrees that he will accept delivery of the quitclaim deed tendered by the Georgia Department of Transportation and simultaneously pay to the Georgia Department of Transportation the purchase price bid by the undersigned for this parcel within sixty (60) days of notice of bid acceptance date. The undersigned also agrees that the purchase price is to be paid electronically or in the form of a certified check, cashier's check or personal/business check drawn on an United States National Bank or a State of Georgia chartered bank at the time of tender and delivery of the quitclaim deed, and it is understood and agreed that the deposit in the amount specified in the Purchase Bid Proposal will be applied as part of payment of the purchase price. **All checks should be made payable to Georgia Department of Transportation and payments must be submitted in accordance with instructions on the invoice received by the bidder.**

It is further agreed that if the sale is not consummated due to the fault of the undersigned, then and in that event, the Georgia Department of Transportation shall retain said deposit and shall apply it as fixed and liquidated damages caused by the default of the undersigned. In the event the sale is not consummated for reasons other than the default of the undersigned, said deposit shall be returned to the undersigned without interest.

(b) Title to the real property and any improvement that may still remain thereon will be taken in the following exact form:

PLEASE PRINT THE NAME(S) EXACTLY AS THEY WILL APPEAR ON THE QUIT CLAIM DEED

(c) It is understood that the property described herein is to be purchased "as is" and "where is" with no warranty or guarantee, expressed or implied, is made as to the quality or condition of the property or any improvements that may still remain upon said property.

(d) It is understood that this sale is subject to all title exceptions, reservations and easements of any type whether or not of record and that no warranty is made or given by the Georgia Department of Transportation as to the right, title and interest in the property which is to be vested by said quitclaim deed.

(e) It is understood that this sale is subject to and reserving to the owner(s) of the utilities the rights of ownership of, access to and maintenance of any and all utilities that may be located on the property or that may be permitted by the Georgia Department of Transportation at the time of the sale.

(f) It is understood and agreed that the Georgia Department of Transportation does not assume any liability or responsibility for any possible encumbrance, lien, claim or otherwise upon or against said property and that said property is sold subject to the same.

(g) It is understood that no warranty is made by the Georgia Department of Transportation relative to ground locations of property lines.

(h) Should this parcel front on a limited or controlled access roadway, all direct access to and from the adjacent property will be limited to such access as may be provided by the undersigned through any cross easements, frontage roads, and this provision shall be and remain binding upon the purchaser, their heirs, successors and assigns forever.

(i) It is further understood that no warranty as to existing or future zoning of the property is made by the Georgia Department of Transportation and the property is sold subject to any valid zoning laws, flood plain restrictions, if any, and local building codes or ordinances for which the successful bidder shall be responsible.

(j) The undersigned acknowledges that he has personally inspected the property described herein and that if he is the successful high bidder, agrees that he will pay all recording fees, documentary stamp taxes and all other real estate transaction taxes or any other fees by whatever name known.

(k) The undersigned acknowledges and certifies that he has the required funds, in the amount of the bid, sufficient to close the transaction. It is understood that there are no contingencies accepted on the bids including those related to financing requirements. It is further understood that if the funds are not available at the time of the bid opening, the bid will be considered null and void and the deposit may be subject to forfeit.

(l) It is understood that the Georgia Department of Transportation reserves the unilateral right, in its sole discretion, to repeal or rescind any approval or acceptance, stated or implied, of any bid until the time of delivery of the deed. It is the responsibility of the Grantee to record the deed.

-6-

It is understood that the Georgia Department of Transportation reserves the right in its discretion to reject any one or all bids and the Georgia Department of Transportation further reserves the right to waive formalities. In the event that the undersigned is not the successful high bidder or if this bid is rejected or if all bids are rejected by the Georgia Department of Transportation, it is understood that the enclosed check in the aforementioned amount will be refunded without interest.

-7-

TIE BIDS: In the event two or more responsive high bids are submitted which are equal in amount, the option, if awarded, shall be awarded to the high bidder chosen by lot or toss of the coin at the time the bids are opened.

No bids will be accepted from State Employees or their immediate family or from persons employed in connection with the appraisals, estimates or sale of rights of way on this project unless such persons are the former owner of the parcel bid upon or hold title to abutting lands through the former owner.

THE REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK

It is agreed that all notices and matters arising in connection with this transaction will be directed to the undersigned in person or by mail addressed to the undersigned Purchaser as printed below:

NAME: LAWRENCEVILLE
Lee Merritt Downtown Development Authority
ADDRESS: Chairman
P.O. Box 504, Lawrenceville GA 30046

TELEPHONE: HOME (770) 617-0295 OFFICE ()

Signed, Sealed and Delivered this 27th day
of May, 2020 in the Presence of:

Amanda Harp
Witness
Amanda Harp
Notary Public (SEAL)



Lee Merritt
Signature of Purchaser

ACCEPTANCE BY THE DEPARTMENT

DEPARTMENT OF TRANSPORTATION
An agency of the State of Georgia

Signed, Sealed and Delivered this _____ day
of _____, 20____ in the Presence of:

_____(SEAL)
Russell R. McMurtry, P.E.
Commissioner

Witness

ATTEST:

_____(SEAL)

Notary Public

Angela O. Whitworth
Treasurer

My commission expires: _____
(SEAL)

LEGAL DESCRIPTION

MSL00-0004-00(086)
0004086

BK 50460 PG 0753

EXHIBIT "A"

PROJECT NO.: MSL00-0004-00(086) Gwinnett County
P. I. NO.: 0004086
PARCEL NO.: 115R/ Tract 1
DATE OF RAW PLANS: October 11, 2007
REVISION DATE: November 18, 2010

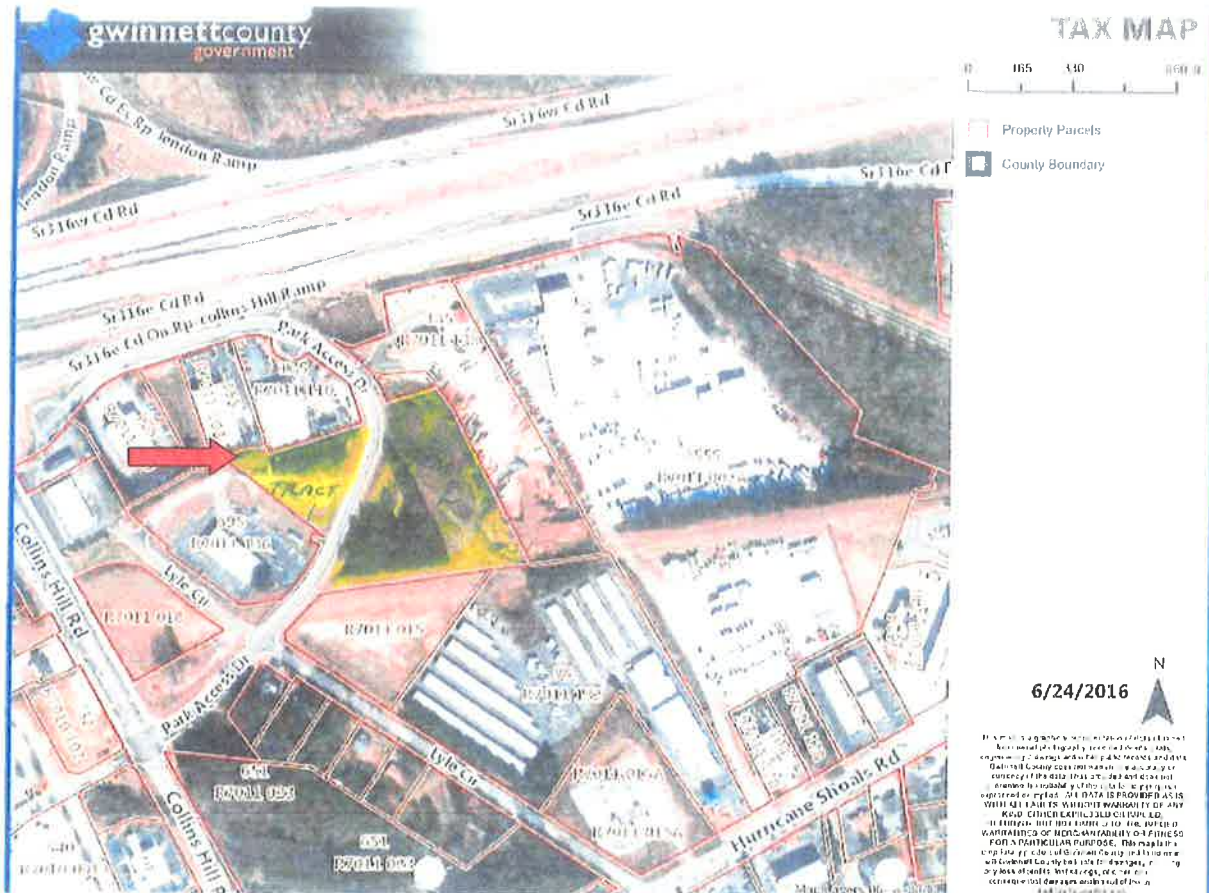
Page 1 of 2

All that tract or parcel of land lying and being in Land Lot 11 of the 7th Land District of Gwinnett County, Georgia, being more particularly described as follows:

Beginning at a point 32.00 feet left of and opposite Station 322+89.44 on the construction centerline of Park Access Drive on Georgia Highway Project No. MSL00-0004-00(086), running thence N 52°50'41" W a distance of 332.07 feet to a point 312.56 feet left of and opposite station 332+38.39 on said construction centerline laid out for Park Access Drive; thence N 63°27'26" E a distance of 45.15 feet to a point 305.18 feet left of and opposite station 331+92.83 on said construction centerline laid out for Park Access Drive; thence N 61°26'31" E a distance of 70.71 feet to a point 282.37 feet left of and opposite station 324+44.90 on said construction centerline laid out for Park Access Drive; thence S 18°37'51" E a distance of 23.09 feet to a point 247.19 feet left of and opposite station 324+27.50 on said construction centerline laid out for Park Access Drive; thence N 71°22'23" E a distance of 247.50 feet to a point 44.70 feet left of and opposite station 326+13.11 on said construction centerline laid out for Park Access Drive; thence N 71°22'24" E a distance of 13.10 feet to a point 32.00 feet left of and opposite station 326+17.12 on said construction centerline laid out for Park Access Drive; thence southwesterly 80.261 feet along the arc of a curve (said curve having a radius of 168.009 feet and a chord distance of 70.500 feet on a bearing of S 8°47'13" W) to the point 32.00 feet left of and opposite station 325+21.57 on said construction centerline laid out for Park Access Drive; thence S 22°28'24" W a distance of 232.13 feet back to the point of beginning.

Containing 1.134 acres more or less

Aerial Tax Plat



PURCHASE BID PROPOSAL

**PARCEL 3353, 3.442 Acres on
Park Access Drive
Gwnnett County, Georgia**

To: Georgia Department of Transportation
Office of Right of Way
One Georgia Center
600 West Peachtree Street, N.W.
Atlanta, Georgia 30308

The undersigned, as Bidder, hereby declares that each person (natural or artificial) interested in this bid as a principal is named herein and that no other party has any interest in this bid; that this bid is made without connection with any other person making a bid; and that this bid is made without collusion on the part of any person, firm or corporation. The undersigned further certifies that he is authorized to make this bid.

The undersigned further declares that he has carefully examined and fully understands this Purchase Bid Proposal and Instructions to Bidders for all parcels and those instructions are hereby incorporated in and by reference made a part of this Purchase Bid Proposal.

With the above understanding, the undersigned hereby makes the following Bid Proposal for the purchase of property on the above named project and parcel, hereby agrees to the terms, conditions and covenants set forth in this proposal.

The Appraised Market Value is: \$ 225,000.00

The Minimum Acceptable Bid is: \$191,250.00

-1-

The amount of purchase price bid by the undersigned is \$ 191,250.00. The real property bid upon is more particularly shown on the attached plat.

-2-

The undersigned has enclosed and attached hereto as a deposit a certified check or cashier's check or personal/business check drawn on an United States National Bank or a State of Georgia chartered bank and made payable to the order of the Georgia Department of Transportation as follows:

Total Bid Amount Less Than \$100,000.00 = 10% deposit
Total Bid Amount \$100,000.00 - \$500,000.00 = 5% Deposit
Total Bid Amount Greater Than \$500,000.00 = 2.5% Deposit

-3-

There may be situations wherein the option holder is unable to complete this transaction within the time allowed for reasons beyond his control. Under these circumstances, the Georgia Department of Transportation, at its discretion, may elect to extend the option period. A charge of 1% of the bid price per 30-day period will be made for such extensions. This charge SHALL NOT be applied toward the purchase price and will be assessed at the beginning of each such 30-day period.

-4-

It is understood and agreed that this proposal is one of several competitive bids made to the Georgia Department of Transportation on this parcel, and in consideration of the mutual agreements of the Bidders to be bound by the terms, conditions and covenants similar hereto, and in consideration of the sum of One Dollar (\$1.00) cash in hand paid, receipt of which is hereby acknowledged, the undersigned agrees that this proposal shall be an option, which is hereby given by the undersigned to the Georgia Department of Transportation to accept or reject this proposal at any given time within sixty (60) days from the date on which this sealed proposal is opened and read, and in consideration of the premises, it is expressly covenanted and agreed that this proposal is not subject to withdrawal by the undersigned during the term of said option.

-5-

It is further agreed and understood that if the undersigned is the successful high bidder on this parcel and if the Georgia Department of Transportation accepts this offer, then, upon written notice of bid acceptance being received by the undersigned, this option becomes a binding contract between the undersigned and the Georgia Department of Transportation, subject to the following terms:

- (a) The undersigned agrees that he will accept delivery of the quitclaim deed tendered by the Georgia Department of Transportation and simultaneously pay to the Georgia Department of Transportation the purchase price bid by the undersigned for this parcel within sixty (60) days of notice of bid acceptance date. The undersigned also agrees that the purchase price is to be paid electronically or in the form of a certified check, cashier's check or personal/business check drawn on an United States National Bank or a State of Georgia chartered bank at the time of tender and delivery of the quitclaim deed, and it is understood and agreed that the deposit in the amount specified in the Purchase Bid Proposal will be applied as part of payment of the purchase price. **All checks should be made payable to Georgia Department of Transportation and payments must be submitted in accordance with instructions on the invoice received by the bidder.**

It is further agreed that if the sale is not consummated due to the fault of the undersigned, then and in that event, the Georgia Department of Transportation shall retain said deposit and shall apply it as fixed and liquidated damages caused by the default of the undersigned. In the event the sale is not consummated for reasons other than the default of the undersigned, said deposit shall be returned to the undersigned without interest.

(b) Title to the real property and any improvement that may still remain thereon will be taken in the following exact form:

PLEASE PRINT THE NAME(S) EXACTLY AS THEY WILL APPEAR ON THE QUIT CLAIM DEED

(c) It is understood that the property described herein is to be purchased "as is" and "where is" with no warranty or guarantee, expressed or implied, is made as to the quality or condition of the property or any improvements that may still remain upon said property.

(d) It is understood that this sale is subject to all title exceptions, reservations and easements of any type whether or not of record and that no warranty is made or given by the Georgia Department of Transportation as to the right, title and interest in the property which is to be vested by said quitclaim deed.

(e) It is understood that this sale is subject to and reserving to the owner(s) of the utilities the rights of ownership of, access to and maintenance of any and all utilities that may be located on the property or that may be permitted by the Georgia Department of Transportation at the time of the sale.

(f) It is understood and agreed that the Georgia Department of Transportation does not assume any liability or responsibility for any possible encumbrance, lien, claim or otherwise upon or against said property and that said property is sold subject to the same.

(g) It is understood that no warranty is made by the Georgia Department of Transportation relative to ground locations of property lines.

(h) Should this parcel front on a limited or controlled access roadway, all direct access to and from the adjacent property will be limited to such access as may be provided by the undersigned through any cross easements, frontage roads, and this provision shall be and remain binding upon the purchaser, their heirs, successors and assigns forever.

(i) It is further understood that no warranty as to existing or future zoning of the property is made by the Georgia Department of Transportation and the property is sold subject to any valid zoning laws, flood plain restrictions, if any, and local building codes or ordinances for which the successful bidder shall be responsible.

(j) The undersigned acknowledges that he has personally inspected the property described herein and that if he is the successful high bidder, agrees that he will pay all recording fees, documentary stamp taxes and all other real estate transaction taxes or any other fees by whatever name known.

(k) The undersigned acknowledges and certifies that he has the required funds, in the amount of the bid, sufficient to close the transaction. It is understood that there are no contingencies accepted on the bids including those related to financing requirements. It is further understood that if the funds are not available at the time of the bid opening, the bid will be considered null and void and the deposit may be subject to forfeit.

(l) It is understood that the Georgia Department of Transportation reserves the unilateral right, in its sole discretion, to repeal or rescind any approval or acceptance, stated or implied, of any bid until the time of delivery of the deed. It is the responsibility of the Grantee to record the deed.

-6-

It is understood that the Georgia Department of Transportation reserves the right in its discretion to reject any one or all bids and the Georgia Department of Transportation further reserves the right to waive formalities. In the event that the undersigned is not the successful high bidder or if this bid is rejected or if all bids are rejected by the Georgia Department of Transportation, it is understood that the enclosed check in the aforementioned amount will be refunded without interest.

-7-

TIE BIDS: In the event two or more responsive high bids are submitted which are equal in amount, the option, if awarded, shall be awarded to the high bidder chosen by lot or toss of the coin at the time the bids are opened.

No bids will be accepted from State Employees or their immediate family or from persons employed in connection with the appraisals, estimates or sale of rights of way on this project unless such persons are the former owner of the parcel bid upon or hold title to abutting lands through the former owner.

THE REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK

It is agreed that all notices and matters arising in connection with this transaction will be directed to the undersigned in person or by mail addressed to the undersigned Purchaser as printed below:

NAME: Lee Merritt LAWRENCEVILLE
Downtown Development Authority
ADDRESS: P.O. Box 504 Chairman
Lawrenceville GA 30046

TELEPHONE: HOME (770) 617-0295 OFFICE ()

Signed, Sealed and Delivered this 27th day
of May, 2020 in the Presence of:

Chuck Wynn
Witness
amanda harp
Notary Public (SEAL)



Lee Merritt
Signature of Purchaser

ACCEPTANCE BY THE DEPARTMENT

DEPARTMENT OF TRANSPORTATION
An agency of the State of Georgia

Signed, Sealed and Delivered this _____ day
of _____, 20____ in the Presence of: _____ (SEAL)
Russell R. McMurtry, P.E.
Commissioner

Witness

ATTEST:

(SEAL)
Notary Public

Angela O. Whitworth
Treasurer

My commission expires: _____
(SEAL)

LEGAL DESCRIPTION

MSL00-0004-00(086)
0004086

MSL00-0004-00(086)

EXHIBIT "A"

PROJECT NO. MSL00-0004-00(086) Gwinnett County
P.L. NO. 0004086
PARCEL NO. 115R TRACT 2
DATE OF RAW PLANS October 11, 2007
REVISION DATE November 18, 2010

Page 2 of 2

All that tract or parcel of land lying and being in Land Lot 11 of the 7th Land District of Gwinnett County, Georgia, being more particularly described as follows:

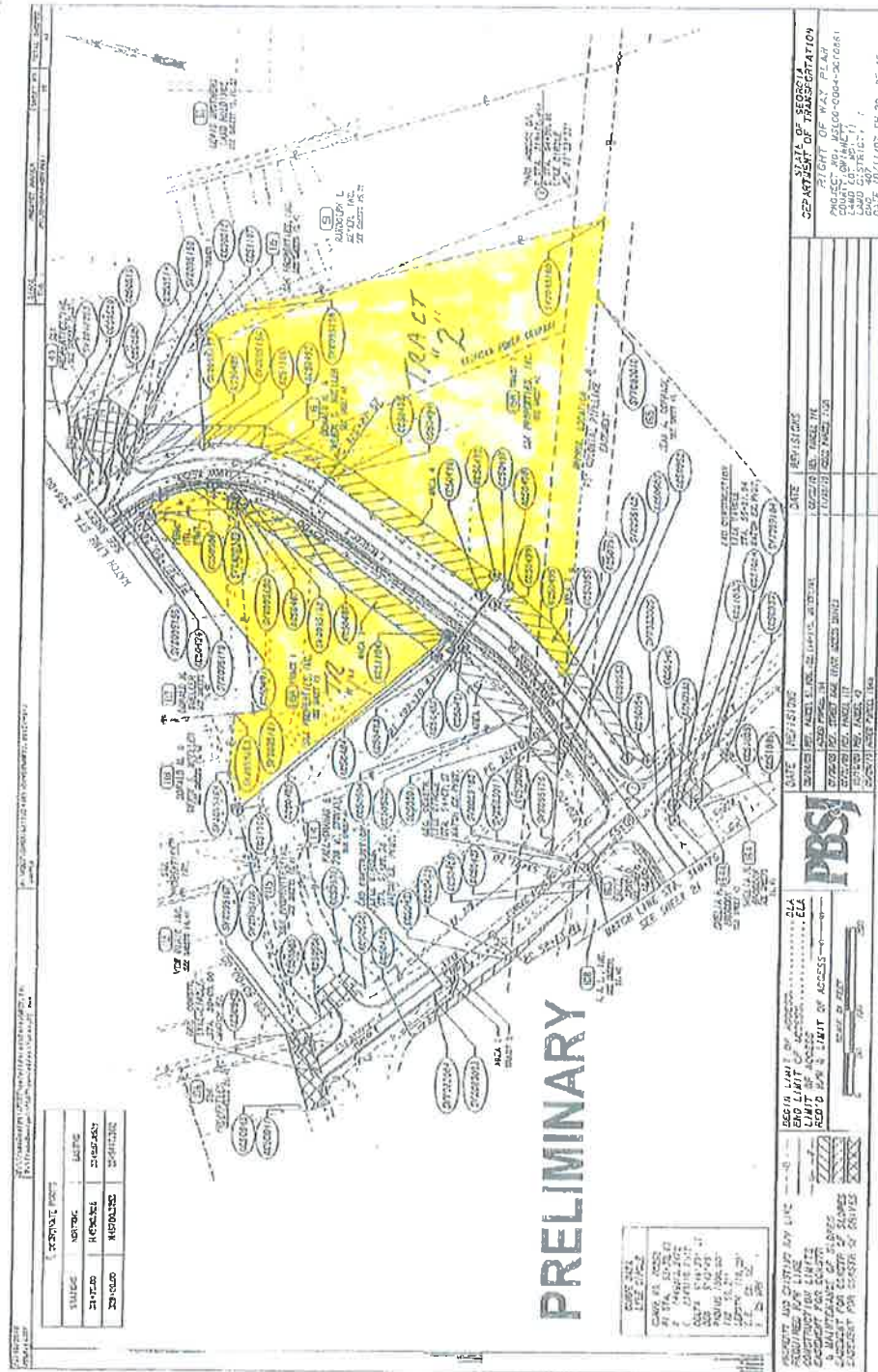
Beginning at a point 32.00 feet right of and opposite Station 321+49.53 on the construction centerline of Park Access Drive on Georgia Highway Project No. MSL00-0004-00(086); running thence northeasterly 122.857 feet along the arc of a curve (said curve having a radius of 532.000 feet and a chord distance of 122.894 feet on a bearing of N 29°42'41" E) to the point 32.00 feet right of and opposite station 322+65.00 on said construction centerline laid out for Park Access Drive; thence S 68°54'10" E a distance of 28.00 feet to a point 60.00 feet right of and opposite station 322+65.00 on said construction centerline laid out for Park Access Drive; thence northeasterly 6.081 feet along the arc of a curve (said curve having a radius of 560.000 feet and a chord distance of 6.081 feet on a bearing of N 22°47'04" E) to the point 60.00 feet right of and opposite station 322+70.43 on said construction centerline laid out for Park Access Drive; thence N 22°28'24" E a distance of 14.67 feet to a point 60.00 feet right of and opposite station 322+85.00 on said construction centerline laid out for Park Access Drive; thence N 67°31'35" W a distance of 28.00 feet to a point 32.00 feet right of and opposite station 322+85.00 on said construction centerline laid out for Park Access Drive; thence N 22°28'24" E a distance of 236.57 feet to a point 32.00 feet right of and opposite station 325+21.57 on said construction centerline laid out for Park Access Drive; thence northeasterly 151.580 feet along the arc of a curve (said curve having a radius of 232.000 feet and a chord distance of 158.334 feet on a bearing of N 2°31'46" E) to the point 32.00 feet right of and opposite station 326+60.86 on said construction centerline laid out for Park Access Drive; thence N 72°34'08" E a distance of 137.45 feet to a point 169.45 feet right of and opposite station 326+60.86 on said construction centerline laid out for Park Access Drive; thence S 35°13'01" E a distance of 66.72 feet to a point 194.97 feet right of and opposite station 326+28.65 on said construction centerline laid out for Park Access Drive; thence S 27°10'60" E a distance of 450.81 feet to a point 483.40 feet right of and opposite station 324+31.07 on said construction centerline laid out for Park Access Drive; thence S 80°48'06" W a distance of 93.32 feet to a point 403.98 feet right of and opposite station 323+82.08 on said construction centerline laid out for Park Access Drive; thence S 80°48'06" W a distance of 455.25 feet back to the point of beginning.

Containing 3.442 acres more or less.

R/W PLANS

50460
00/55

OK 50460 PG 0755



PURCHASE BID PROPOSAL

**PARCEL 3389 Tract 1, 1.8881 Acres on
Lightning Access Drive
Gwnnett County, Georgia**

To: Georgia Department of Transportation
Office of Right of Way
One Georgia Center
600 West Peachtree Street, N.W.
Atlanta, Georgia 30308

The undersigned, as Bidder, hereby declares that each person (natural or artificial) interested in this bid as a principal is named herein and that no other party has any interest in this bid; that this bid is made without connection with any other person making a bid; and that this bid is made without collusion on the part of any person, firm or corporation. The undersigned further certifies that he is authorized to make this bid.

The undersigned further declares that he has carefully examined and fully understands this Purchase Bid Proposal and Instructions to Bidders for all parcels and those instructions are hereby incorporated in and by reference made a part of this Purchase Bid Proposal.

With the above understanding, the undersigned hereby makes the following Bid Proposal for the purchase of property on the above named project and parcel, hereby agrees to the terms, conditions and covenants set forth in this proposal.

The Appraised Market Value is: \$ 472,025.00

The Minimum Acceptable Bid is: \$401,221.25

-1-

The amount of purchase price bid by the undersigned is \$ 401,221.25. The real property bid upon is more particularly shown on the attached plat.

-2-

The undersigned has enclosed and attached hereto as a deposit a certified check or cashier's check or personal/business check drawn on an United States National Bank or a State of Georgia chartered bank and made payable to the order of the Georgia Department of Transportation as follows:

Total Bid Amount Less Than \$100,000.00 = 10% deposit
Total Bid Amount \$100,000.00 - \$500,000.00 = 5% Deposit
Total Bid Amount Greater Than \$500,000.00 = 2.5% Deposit

-3-

There may be situations wherein the option holder is unable to complete this transaction within the time allowed for reasons beyond his control. Under these circumstances, the Georgia Department of Transportation, at its discretion, may elect to extend the option period. A charge of 1% of the bid price per 30-day period will be made for such extensions. This charge SHALL NOT be applied toward the purchase price and will be assessed at the beginning of each such 30-day period.

-4-

It is understood and agreed that this proposal is one of several competitive bids made to the Georgia Department of Transportation on this parcel, and in consideration of the mutual agreements of the Bidders to be bound by the terms, conditions and covenants similar hereto, and in consideration of the sum of One Dollar (\$1.00) cash in hand paid, receipt of which is hereby acknowledged, the undersigned agrees that this proposal shall be an option, which is hereby given by the undersigned to the Georgia Department of Transportation to accept or reject this proposal at any given time within sixty (60) days from the date on which this sealed proposal is opened and read, and in consideration of the premises, it is expressly covenanted and agreed that this proposal is not subject to withdrawal by the undersigned during the term of said option.

-5-

It is further agreed and understood that if the undersigned is the successful high bidder on this parcel and if the Georgia Department of Transportation accepts this offer, then, upon written notice of bid acceptance being received by the undersigned, this option becomes a binding contract between the undersigned and the Georgia Department of Transportation, subject to the following terms:

(a) The undersigned agrees that he will accept delivery of the quitclaim deed tendered by the Georgia Department of Transportation and simultaneously pay to the Georgia Department of Transportation the purchase price bid by the undersigned for this parcel within sixty (60) days of notice of bid acceptance date. The undersigned also agrees that the purchase price is to be paid electronically or in the form of a certified check, cashier's check or personal/business check drawn on an United States National Bank or a State of Georgia chartered bank at the time of tender and delivery of the quitclaim deed, and it is understood and agreed that the deposit in the amount specified in the Purchase Bid Proposal will be applied as part of payment of the purchase price. **All checks should be made payable to Georgia Department of Transportation and payments must be submitted in accordance with instructions on the invoice received by the bidder.**

It is further agreed that if the sale is not consummated due to the fault of the undersigned, then and in that event, the Georgia Department of Transportation shall retain said deposit and shall apply it as fixed and liquidated damages caused by the default of the undersigned. In the event the sale is not consummated for reasons other than the default of the undersigned, said deposit shall be returned to the undersigned without interest.

(b) Title to the real property and any improvement that may still remain thereon will be taken in the following exact form:

PLEASE PRINT THE NAME(S) EXACTLY AS THEY WILL APPEAR ON THE QUIT CLAIM DEED

(c) It is understood that the property described herein is to be purchased "as is" and "where is" with no warranty or guarantee, expressed or implied, is made as to the quality or condition of the property or any improvements that may still remain upon said property.

(d) It is understood that this sale is subject to all title exceptions, reservations and easements of any type whether or not of record and that no warranty is made or given by the Georgia Department of Transportation as to the right, title and interest in the property which is to be vested by said quitclaim deed.

(e) It is understood that this sale is subject to and reserving to the owner(s) of the utilities the rights of ownership of, access to and maintenance of any and all utilities that may be located on the property or that may be permitted by the Georgia Department of Transportation at the time of the sale.

(f) It is understood and agreed that the Georgia Department of Transportation does not assume any liability or responsibility for any possible encumbrance, lien, claim or otherwise upon or against said property and that said property is sold subject to the same.

(g) It is understood that no warranty is made by the Georgia Department of Transportation relative to ground locations of property lines.

(h) Should this parcel front on a limited or controlled access roadway, all direct access to and from the adjacent property will be limited to such access as may be provided by the undersigned through any cross easements, frontage roads, and this provision shall be and remain binding upon the purchaser, their heirs, successors and assigns forever.

(i) It is further understood that no warranty as to existing or future zoning of the property is made by the Georgia Department of Transportation and the property is sold subject to any valid zoning laws, flood plain restrictions, if any, and local building codes or ordinances for which the successful bidder shall be responsible.

(j) The undersigned acknowledges that he has personally inspected the property described herein and that if he is the successful high bidder, agrees that he will pay all recording fees, documentary stamp taxes and all other real estate transaction taxes or any other fees by whatever name known.

(k) The undersigned acknowledges and certifies that he has the required funds, in the amount of the bid, sufficient to close the transaction. It is understood that there are no contingencies accepted on the bids including those related to financing requirements. It is further understood that if the funds are not available at the time of the bid opening, the bid will be considered null and void and the deposit may be subject to forfeit.

(l) It is understood that the Georgia Department of Transportation reserves the unilateral right, in its sole discretion, to repeal or rescind any approval or acceptance, stated or implied, of any bid until the time of delivery of the deed. It is the responsibility of the Grantee to record the deed.

-6-

It is understood that the Georgia Department of Transportation reserves the right in its discretion to reject any one or all bids and the Georgia Department of Transportation further reserves the right to waive formalities. In the event that the undersigned is not the successful high bidder or if this bid is rejected or if all bids are rejected by the Georgia Department of Transportation, it is understood that the enclosed check in the aforementioned amount will be refunded without interest.

-7-

TIE BIDS: In the event two or more responsive high bids are submitted which are equal in amount, the option, if awarded, shall be awarded to the high bidder chosen by lot or toss of the coin at the time the bids are opened.

No bids will be accepted from State Employees or their immediate family or from persons employed in connection with the appraisals, estimates or sale of rights of way on this project unless such persons are the former owner of the parcel bid upon or hold title to abutting lands through the former owner.

THE REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK

-8-

It is agreed that all notices and matters arising in connection with this transaction will be directed to the undersigned in person or by mail addressed to the undersigned Purchaser as printed below:

NAME: LAURENCEVILLE
Lee Merritt Downtown Development Authority

ADDRESS: P.O. Box 504
Cladman

Laurenceville, GA 30044

TELEPHONE: HOME (770) 617-0295 OFFICE ()

Signed, Sealed and Delivered this 27th day
of may, 2020 in the Presence of

[Signature]
Witness

[Signature]
Notary Public (SEAL)



Signature of Purchaser

ACCEPTANCE BY THE DEPARTMENT

DEPARTMENT OF TRANSPORTATION
An agency of the State of Georgia

Signed, Sealed and Delivered this _____ day
of _____, 20____ in the Presence of:

Russell R. McMurry, P.E.
Commissioner

Witness

ATTEST:

Notary Public (SEAL)

Angela O. Whitworth
Treasurer

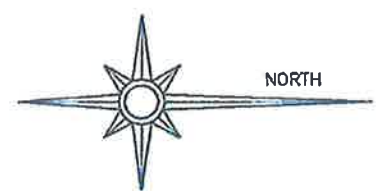
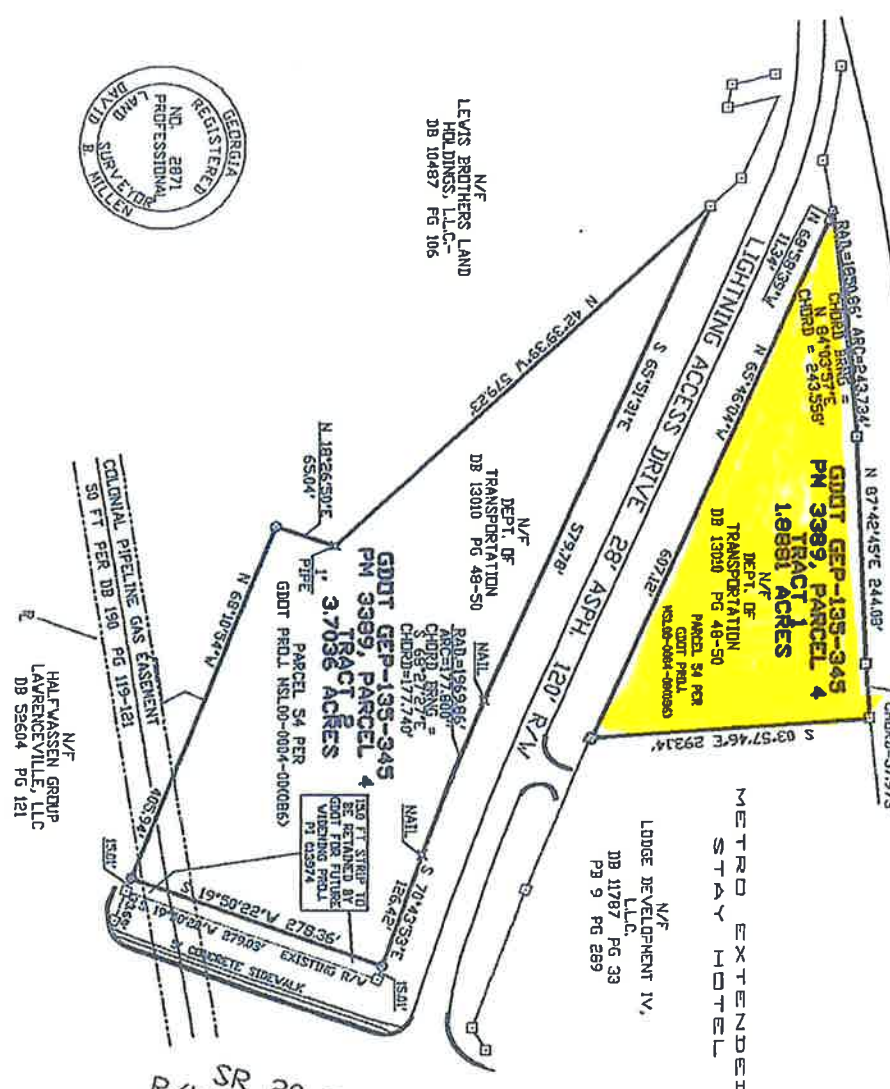
My commission expires: _____

(SEAL)

NO RESEARCH DONE ON THE PART OF THIS SURVEYOR RELATIVE TO EASEMENTS, RIGHTS OF WAY, ETC. WHICH MAY NOW EXIST ON SAID PROPERTY THAT DO NOT PHYSICALLY SHOW.

EXHIBIT 'B'

SR 316 R/W PER MSL00-0004-00(086) PI 004086



- LEGEND**
- SURVEY POINT OR CORNER NOT MONUMENTED
 - ⊗ IRON PIN FOUND
 - ⊕ 1/2" REBAR CAPPED PLACED
 - ⚡ POWER POLE
 - ▣ CONCRETE R/V MARKER FOUND

ANGULAR ERROR IN THIS FIELD TRAVERSE NOT MORE THAN 00-00-12

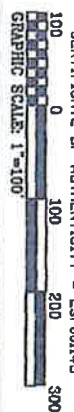
ANGULAR ERROR PER ANGLE POINT = 00-00-01
 LINEAR ERROR OF CLOSURE IN THIS FIELD TRAVERSE NOT MORE THAN 0.00 FT.
 RELATIVE ERROR OF CLOSURE IN THIS FIELD TRAVERSE LESS THAN 1 FT. IN 212,751 FT.
 TRAVERSE ADJUSTED BY COULTELL'S RULE.
 CONTROL SET WITH EGGS & TRIMBLE R/O.

ANGULAR AND LINEAR MEASUREMENTS MADE WITH A TRIMBLE S6.

REPRESENTING A RETRACEMENT SURVEY OF LANDS AS SHOWN ABOVE IN LAND LOT 11 OF THE 7TH LAND DISTRICT IN GWINNETT COUNTY, GA. REFERENCE MADE TO EVIDENCE FOUND ON THE GROUND. GDOT DEEDS & PLANS RECORDED IN THE CLERK OF SUPERIOR COURT OFFICE, GWINNETT CO., GA.

ONLY AUTHENTIC REPRODUCTIONS OF THIS SURVEY, JULY 28, 2018
 DATE OF SURVEY, JULY 28, 2018
 DATE OF PLAN PLACEMENT, JULY 28, 2018
 CERTIFICATE OF AUTHENTICITY = LSF00145

EXHIBIT 'B'



SR 20 BUFORD DRIVE
 R/W PER MSL00-0004-00(086) PI 004086

PARCEL 4 ACQUIRED PER DEED BOOK 13010
 PAGE 48-50 DATED JULY 22, 1996 PER
 GDOT PROJ. NH-106-1(21) PI 122710.

PURCHASE BID PROPOSAL

**PARCEL 3389 Tract 2, 3.7036 Acres on
Lightning Access Drive
Gwnnett County, Georgia**

To: Georgia Department of Transportation
Office of Right of Way
One Georgia Center
600 West Peachtree Street, N.W.
Atlanta, Georgia 30308

The undersigned, as Bidder, hereby declares that each person (natural or artificial) interested in this bid as a principal is named herein and that no other party has any interest in this bid; that this bid is made without connection with any other person making a bid; and that this bid is made without collusion on the part of any person, firm or corporation. The undersigned further certifies that he is authorized to make this bid.

The undersigned further declares that he has carefully examined and fully understands this Purchase Bid Proposal and Instructions to Bidders for all parcels and those instructions are hereby incorporated in and by reference made a part of this Purchase Bid Proposal.

With the above understanding, the undersigned hereby makes the following Bid Proposal for the purchase of property on the above named project and parcel, hereby agrees to the terms, conditions and covenants set forth in this proposal.

The Appraised Market Value is: \$ 925,900.00

The Minimum Acceptable Bid is: \$787,015.00

-1-

The amount of purchase price bid by the undersigned is \$ 787,015.00. The real property bid upon is more particularly shown on the attached plat.

-2-

The undersigned has enclosed and attached hereto as a deposit a certified check or cashier's check or personal/business check drawn on an United States National Bank or a State of Georgia chartered bank and made payable to the order of the Georgia Department of Transportation as follows:

Total Bid Amount Less Than \$100,000.00 = 10% deposit
Total Bid Amount \$100,000.00 - \$500,000.00 = 5% Deposit
Total Bid Amount Greater Than \$500,000.00 = 2.5% Deposit

-3-

There may be situations wherein the option holder is unable to complete this transaction within the time allowed for reasons beyond his control. Under these circumstances, the Georgia Department of Transportation, at its discretion, may elect to extend the option period. A charge of 1% of the bid price per 30-day period will be made for such extensions. This charge SHALL NOT be applied toward the purchase price and will be assessed at the beginning of each such 30-day period.

-4-

It is understood and agreed that this proposal is one of several competitive bids made to the Georgia Department of Transportation on this parcel, and in consideration of the mutual agreements of the Bidders to be bound by the terms, conditions and covenants similar hereto, and in consideration of the sum of One Dollar (\$1.00) cash in hand paid, receipt of which is hereby acknowledged, the undersigned agrees that this proposal shall be an option, which is hereby given by the undersigned to the Georgia Department of Transportation to accept or reject this proposal at any given time within sixty (60) days from the date on which this sealed proposal is opened and read, and in consideration of the premises, it is expressly covenanted and agreed that this proposal is not subject to withdrawal by the undersigned during the term of said option.

-5-

It is further agreed and understood that if the undersigned is the successful high bidder on this parcel and if the Georgia Department of Transportation accepts this offer, then, upon written notice of bid acceptance being received by the undersigned, this option becomes a binding contract between the undersigned and the Georgia Department of Transportation, subject to the following terms:

(a) The undersigned agrees that he will accept delivery of the quitclaim deed tendered by the Georgia Department of Transportation and simultaneously pay to the Georgia Department of Transportation the purchase price bid by the undersigned for this parcel within sixty (60) days of notice of bid acceptance date. The undersigned also agrees that the purchase price is to be paid electronically or in the form of a certified check, cashier's check or personal/business check drawn on an United States National Bank or a State of Georgia chartered bank at the time of tender and delivery of the quitclaim deed, and it is understood and agreed that the deposit in the amount specified in the Purchase Bid Proposal will be applied as part of payment of the purchase price. **All checks should be made payable to Georgia Department of Transportation and payments must be submitted in accordance with instructions on the invoice received by the bidder.**

It is further agreed that if the sale is not consummated due to the fault of the undersigned, then and in that event, the Georgia Department of Transportation shall retain said deposit and shall apply it as fixed and liquidated damages caused by the default of the undersigned. In the event the sale is not consummated for reasons other than the default of the undersigned, said deposit shall be returned to the undersigned without interest.

(b) Title to the real property and any improvement that may still remain thereon will be taken in the following exact form:

PLEASE PRINT THE NAME(S) EXACTLY AS THEY WILL APPEAR ON THE QUIT CLAIM DEED

(c) It is understood that the property described herein is to be purchased "as is" and "where is" with no warranty or guarantee, expressed or implied, is made as to the quality or condition of the property or any improvements that may still remain upon said property.

(d) It is understood that this sale is subject to all title exceptions, reservations and easements of any type whether or not of record and that no warranty is made or given by the Georgia Department of Transportation as to the right, title and interest in the property which is to be vested by said quitclaim deed.

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(g) It is understood that no warranty is made by the Georgia Department of Transportation relative to ground locations of property lines.

(h) Should this parcel front on a limited or controlled access roadway, all direct access to and from the adjacent property will be limited to such access as may be provided by the undersigned through any cross easements, frontage roads, and this provision shall be and remain binding upon the purchaser, their heirs, successors and assigns forever.

(i) It is further understood that no warranty as to existing or future zoning of the property is made by the Georgia Department of Transportation and the property is sold subject to any valid zoning laws, flood plain restrictions, if any, and local building codes or ordinances for which the successful bidder shall be responsible.

(j) The undersigned acknowledges that he has personally inspected the property described herein and that if he is the successful high bidder, agrees that he will pay all recording fees, documentary stamp taxes and all other real estate transaction taxes or any other fees by whatever name known.

(k) The undersigned acknowledges and certifies that he has the required funds, in the amount of the bid, sufficient to close the transaction. It is understood that there are no contingencies accepted on the bids including those related to financing requirements. It is further understood that if the funds are not available at the time of the bid opening, the bid will be considered null and void and the deposit may be subject to forfeit.

(l) It is understood that the Georgia Department of Transportation reserves the unilateral right, in its sole discretion, to repeal or rescind any approval or acceptance, stated or implied, of any bid until the time of delivery of the deed. It is the responsibility of the Grantee to record the deed.

-6-

It is understood that the Georgia Department of Transportation reserves the right in its discretion to reject any one or all bids and the Georgia Department of Transportation further reserves the right to waive formalities. In the event that the undersigned is not the successful high bidder or if this bid is rejected or if all bids are rejected by the Georgia Department of Transportation, it is understood that the enclosed check in the aforementioned amount will be refunded without interest.

-7-

TIE BIDS: In the event two or more responsive high bids are submitted which are equal in amount, the option, if awarded, shall be awarded to the high bidder chosen by lot or toss of the coin at the time the bids are opened.

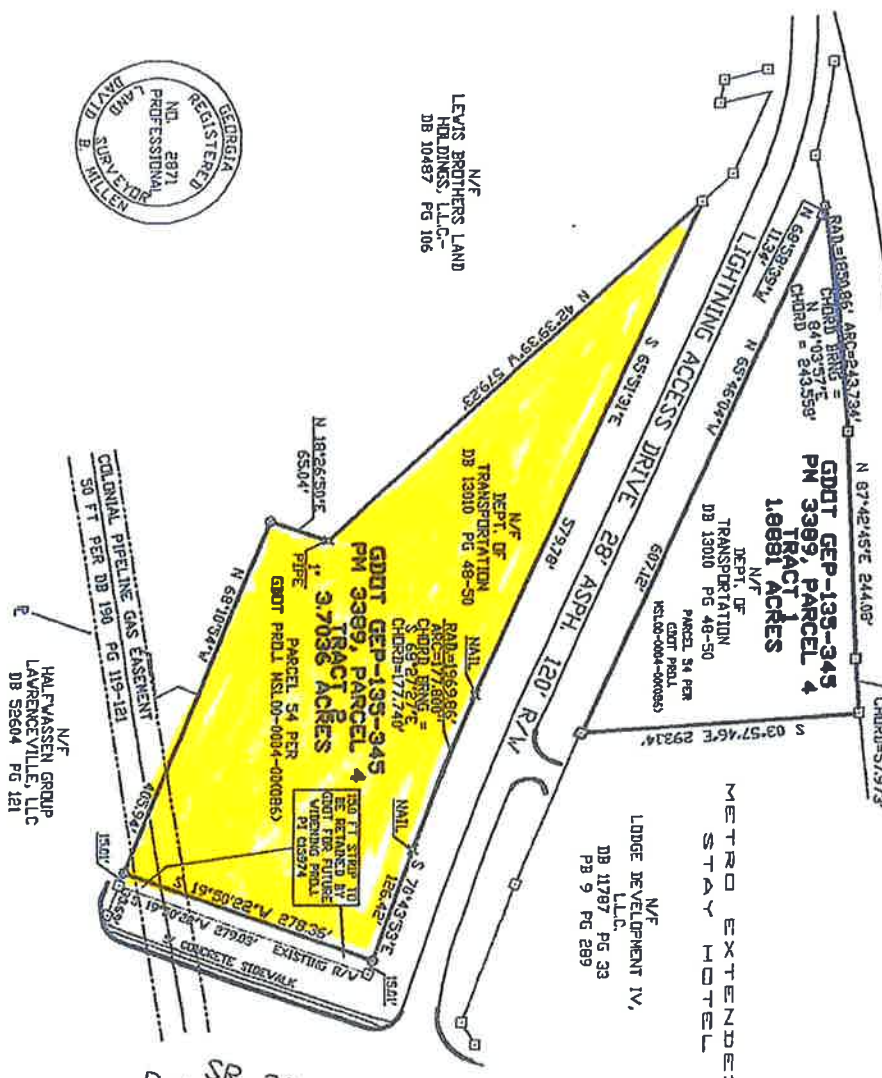
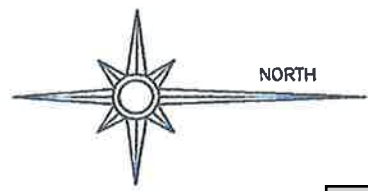
No bids will be accepted from State Employees or their immediate family or from persons employed in connection with the appraisals, estimates or sale of rights of way on this project unless such persons are the former owner of the parcel bid upon or hold title to abutting lands through the former owner.

THE REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK

NO RESEARCH DONE ON THE PART OF THIS SURVEYOR RELATIVE TO EASEMENTS, RIGHTS OF WAY, ETC. WHICH MAY NOW EXIST ON SAID PROPERTY THAT DO NOT PHYSICALLY SHOW.

EXHIBIT 'B'

SR 316 R/W PER MSL00-0004-00(086) PI 004086



LEGEND

- SURVEY POINT OR CORNER NOT MONUMENTED
- IRON PIN FOUND
- ⊕ 1/2\"/>

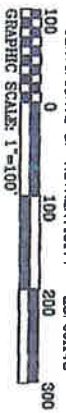
ANGULAR ERROR IN THIS FIELD TRAVERSE NOT MORE THAN 00-00-12

LINEAR ERROR OF CLOSURE IN THIS FIELD TRAVERSE NOT MORE THAN 0.010 FT. RELATIVE ERROR OF CLOSURE IN THIS FIELD TRAVERSE LESS THAN 1 FT. IN 212,751 FT.

ANGULAR AND LINEAR MEASUREMENTS MADE WITH A TRIPLE S.S.

GDOT GEP-135-345, PM 3389, PARCEL 4

ONLY AUTHENTIC REPRODUCTIONS OF THIS SURVEY MAP AND SIGNATURE OF SURVEYOR VAUGHN & NELTON CONSULTING ENGINEERS & SURVEYORS



PARCEL 4 ACQUIRED PER DEED BOOK 13010 PAGE 48-50 DATED JULY 22, 1996 PER GDOT PROJ. N4-108-1(23) P1 122710.

-8-

It is agreed that all notices and matters arising in connection with this transaction will be directed to the undersigned in person or by mail addressed to the undersigned Purchaser as printed below:

NAME: Lee Merritt LAWRENCEVILLE
Downtown Development Authority
Chairman

ADDRESS: P.O. Box 504

Lawrenceville, GA 30046

TELEPHONE: HOME (770) 617-0295 OFFICE ()

Signed, Sealed and Delivered this 27th day
of May, 2020 in the Presence of:

[Signature]
Witness

Amanda Harp
Notary Public (SEAL)



Signature of Purchaser

ACCEPTANCE BY THE DEPARTMENT

DEPARTMENT OF TRANSPORTATION
An agency of the State of Georgia

Signed, Sealed and Delivered this _____ day
of _____, 20____ in the Presence of: _____ (SEAL)

Russell R. McMurtry, P.E.
Commissioner

Witness

ATTEST:

Notary Public (SEAL)

Angela O. Whitworth
Treasurer

My commission expires: _____

(SEAL)



LAWRENCEVILLE

GEORGIA

AGENDA REPORT

MEETING: DOWNTOWN DEVELOPMENT AUTHORITY

AGENDA CATEGORY: DOWNTOWN DEVELOPMENT AUTHORITY BUSINESS

Item: 189 Born Street Rent Reduction

Department: Downtown Development Authority

Date of Meeting: Monday, June 8, 2020

Fiscal Impact: none

Presented By: Lee Merritt

Action Requested: Discussion

Summary: 189 Born Street Rent Reduction



LAWRENCEVILLE

GEORGIA

AGENDA REPORT

MEETING: DOWNTOWN DEVELOPMENT AUTHORITY

AGENDA CATEGORY: DOWNTOWN DEVELOPMENT AUTHORITY BUSINESS

Item: Approval of Georgia Gwinnett College Parcel Purchase Option

Department: Downtown Development Authority

Date of Meeting: Monday, June 8, 2020

Fiscal Impact: none

Presented By: Lee Merritt

Action Requested: Approval

Summary: Approval of Georgia Gwinnett College Parcel Purchase Option

Attachments/Exhibits:

- Georgia Gwinnett College Parcel Purchase Option

Counterpart No. ____ of ____
 Original Executed Counterparts.
 Counterpart of the _____.

File No. 62__-02RCA-MB-____ - ____ (____)

**STATE OF GEORGIA;
 COUNTY OF GWINNETT:**

OPTION FOR THE PURCHASE OF IMPROVED REAL PROPERTY

THIS OPTION FOR THE PURCHASE OF IMPROVED REAL PROPERTY, hereinafter referred to as this "Agreement", is made and entered into as of the ____ day of _____, _____, by and between **Downtown Development Authority of Lawrenceville, Georgia** whose address for purposes of this Agreement is **P.O. Box 2200, Lawrenceville, Georgia 30046**, Party of the First Part, herein collectively referred to as "Seller", and the BOARD OF REGENTS OF THE UNIVERSITY SYSTEM OF GEORGIA, Party of the Second Part, herein referred to as "Purchaser", whose address for purposes of this Agreement is 270 Washington Street, Atlanta, Georgia 30334.

WITNESSETH THAT:

WHEREAS, Seller is the owner of certain improved real property described on Exhibit A, attached here to and incorporated by reference herein (the "Property"); and

WHEREAS, Seller desires to sell, and Purchaser desires to purchase, the Property.

NOW, THEREFORE, for and in consideration of the payment by Purchaser to Seller of the sum of TEN DOLLARS (\$10.00), hereinafter referred to as the "Option Sum," for which Purchaser will receive a credit at the Closing, the foregoing premises, the mutual covenants and agreements set forth herein and other good and valuable consideration, all of which both parties respectively agree constitutes sufficient consideration received at or before the execution hereof, the parties do hereby agree as follows:

1. DEFINITIONS

In addition to any other terms whose definitions are fixed and defined by this Agreement, each of the following defined terms, when used in this Agreement, will have the meanings set forth in this provision numbered 1 unless otherwise expressly provided.

1.1 "Agreement" means this Option for the Purchase of Real Property and all exhibits attached hereto.

1.2 "Closing" means the consummation of the purchase and sale contemplated by this Agreement by the deliveries required under the provision numbered 10.

1.3 "Closing Date" means the time and date, established under the provision numbered 10, when the purchase and sale contemplated by this Agreement is to be consummated.

1.4 "Date hereof" means the date appearing in the first sentence of this Agreement.

1.5 "Day", "month" and "year" means calendar day, calendar month and calendar year.

1.6 "Environment" means navigable waters, waters of the contiguous zone, ocean waters, natural resources, surface waters, ground water, drinking water supply, land surface, subsurface strata, ambient air, both inside and outside of buildings and structures, and plant and animal life on earth.

1.7 "Environmental Law" shall mean any applicable Federal, State foreign or local law, principles of common law, statute, regulation or ordinance or any judicial or administrative decree, order, judgment, injunction or decision, whether now existing or hereinafter enacted, promulgated or issued, relating to pollution, protection of the Environment or public health and safety, including but not limited to the release or threatened release of Hazardous Substances into the Environment or otherwise relating to the presence, manufacture, processing, distribution, use, treatment, storage, disposal, transport, or handling of Hazardous Substances, drinking water, groundwater, wetlands, landfills, open dumps, storage tanks, underground storage tanks, solid waste, waste water, storm water runoff, waste emissions or wells. Without limiting the generality of the foregoing, the term shall encompass each of the following statutes, and regulations promulgated hereunder, and Amendments and successors to such statutes and regulations as may be enacted and promulgated from time to time: (i) the Comprehensive Environmental Response, Compensation and Liability Act of 1980 (codified in scattered sections of Titles 26 U.S.C., 33 U.S.C., and 42 U.S.C., and in 42 U.S.C. §9601 et seq.); (ii) the Resource Conservation and Recovery Act of 1976 (42 U.S.C. §6901 et seq.); (iii) the Hazardous Materials Transportation Act (49 U.S.C. §1801 et seq.); (iv) the Toxic Substances Control Act (15 U.S.C. §2061 et seq.); (v) the Clean Water Act (33 U.S.C. §1251 et seq.); (vi) the Clean Air Act (42 U.S.C. §7401 et seq.); (vii) the Safe Drinking Water Act (21 U.S.C. §349, 42 U.S.C. §§201 and 300f et seq.); (viii) the National Environmental Policy Act of 1969 (42 U.S.C. §432); (ix) the Superfund Amendment and Reauthorization Act of 1986 (codified in scattered sections of Titles 10 U.S.C., 29 U.S.C., 33 U.S.C. and 42 U.S.C.); and (x) Title III of the Superfund Amendment and Reauthorization Act (40 U.S.C. §1101 et seq.).

1.8 "Hazardous Substance" means any substance regulated under or defined by Environmental Laws, including but not limited to, any pollutant, hazardous substance, toxic substance, hazardous waste, special waste, industrial substance or waste, petroleum or petroleum-derived substance or waste, or any constituent of any such substance or waste.

1.9 "Herein", "hereof", "hereunder" and other terms of like or similar import, will be deemed to refer to this Agreement as a whole, and not to any particular provision hereof, unless expressly indicated otherwise.

1.10 "Indemnified Parties" shall mean Purchaser, the State of Georgia, the State Tort Claims Trust Fund, the State Authority Operational Liability Fund, the State Insurance and Hazard Reserve Fund, the State Employee Broad Form Liability Fund, and their officers, employees, directors and agents; and "Indemnified Party" shall mean any one of the Indemnified Parties

1.11 "Marketable" title means title which is in fact good and marketable and which is shown by the record to be marketable. Marketability will be determined in accordance with Georgia law as supplemented by the Title Standards of the State Bar of Georgia.

1.12 "Option" means the irrevocable, sole and exclusive right granted by Seller to Purchaser pursuant to the terms of this Agreement.

1.13 "Permitted Title Exceptions" means those Title Defects subject to which Purchaser agrees to accept title to the Property and which are set forth in EXHIBIT "B" attached hereto, incorporated herein, and by this reference made a part hereof.

1.14 "Property" means the tract of land more particularly described in EXHIBIT "A", attached hereto, incorporated herein and by this reference made a part hereof, including but not limited to, all improvements and appurtenances, and the right of ingress thereto and egress therefrom.

1.15 "Purchase Price" means the amount which Purchaser agrees to pay to Seller, and Seller agrees to accept from Purchaser, for the Property as provided in the provision numbered 5.

1.16 "Release" shall mean any spilling, leaking, pumping, pouring, emitting, emptying, discharging, injecting, storing, escaping, leaching, dumping, discarding, burying, abandoning, or disposing into the Environment

1.17 "Threat of Release" shall mean a substantial likelihood of a Release which requires action to prevent or mitigate damage to the Environment which may result from such Release.

1.18 "Title Defect" means any lien, encumbrance, security interest or title, charge, reservation, lease, tenancy, easement, right-of-way, use, encroachment, restrictive covenant, condition, limitation, special assessment and any other burden, right, or privilege, including matters revealed by a physical inspection of the Property and matters of survey, which could or would be considered exceptions or exclusions to a policy of title insurance or objections to Seller's fee simple title to the Property.

2. GRANT OF OPTION

Seller hereby grants unto Purchaser the irrevocable, sole and exclusive Option to purchase the Property upon the terms and conditions set forth herein.

3. TERM OF OPTION

The term of the Option will begin on the date hereof and will end at 5:00 o'clock p.m., prevailing legal time in Atlanta, Georgia on the one hundred eightieth (180th) day thereafter.

4. EXERCISE OF OPTION

4.1 Exercise. Purchaser may exercise the Option at any time during the term of the Option by giving notice thereof to Seller in the manner hereinafter provided. Upon the exercise of the Option by Purchaser, this Agreement will automatically constitute a contract between Seller and Purchaser for the sale and purchase of the Property upon the terms and conditions set forth herein. Seller hereby acknowledges that Purchaser may not exercise the Option until Purchaser has been authorized to do so by formal approval of the Board of Regents of the University System of Georgia.

4.2 Failure To Exercise The Option. If Purchaser does not exercise the Option before the end of the term of the Option, this Agreement will end, and neither party will have any further obligation hereunder.

5. PURCHASE PRICE

The Purchase Price is **Four Hundred Sixty Two Thousand Dollars (\$462,000).**

6.
PLAT OF SURVEY

A plat of boundary line survey of the Property will be prepared at the request and expense of Purchaser, (the "Survey"). Seller shall have the right to approve the Survey for the purpose of confirming that the Survey is consistent with the legal description attached hereto as Exhibit "A". The description of the Property to be inserted in or made a part of the Seller's limited warranty deed will be the legal description attached hereto as Exhibit "A". Upon request of Purchaser, and provided Seller has approved the Survey, the Seller will also provide a quitclaim deed utilizing the legal description drawn from the Survey.

7.
COVENANTS AND WARRANTIES

7.1 Covenants. Seller hereby covenants and agrees with Purchaser as follows:

7.1.1 At all times prior to the Closing, Seller will perform and discharge all obligations imposed upon Seller under all laws, ordinances, rules, regulations or orders of court affecting the Property or the ownership or maintenance thereof.

7.1.2 Seller will not lease, encumber, transfer or assign or enter into any agreement to lease, encumber, transfer or assign the Property or any interest therein.

7.1.3 At all times prior to the Closing, Purchaser, acting through its officers, employees, independent contractors and authorized representatives, will have the right to enter upon the Property for the purpose of making inspections, surveys, soil tests and such other tests as Purchaser may deem necessary or desirable. In the exercise of such privilege, Purchaser will have the right to place survey markers on the Property. Purchaser shall be responsible for any damage during such entries pursuant to the Georgia Tort Claims Act, O.C.G.A. §50-21-20 *et seq.*, as it may be amended or repealed.

7.2 Warranties. To induce Purchaser to exercise the Option, Seller makes the following representations, to the actual knowledge of the Chairman of Seller, who will execute this Agreement:

7.2.1 To Seller's best knowledge, Seller is vested with good and marketable and insurable fee simple title to the Property, free and clear of all Title Defects except the Permitted Title Exceptions. Marketability is to be determined in accordance with Georgia law as supplemented by the Title Standards of the State Bar of Georgia.

7.2.2 Seller has the full right, power and authority to enter into this Agreement and to execute the terms and provisions hereof.

7.2.3 There are no actions, suits or proceedings, at law or in equity, filed in any court against Seller or of which Seller has notice, which affect the title to or any portion of the Property nor any actions or proceedings pending in or before any federal, state, municipal or other governmental department, commission, board, bureau, agency or instrumentality, either domestic or foreign, which affect the Property, including but not limited to, water, sewage, street paving or power improvements, health, pollution, hazardous materials use, or environmental protection and Seller has no knowledge of any threatened or pending governmental proceedings which would impair or curtail the full and free access to the Property from public streets, roads or other rights-of-way.

7.2.4 Purchaser shall cause an appropriate environmental audit and if appropriate, inspections, to be conducted of the Property and will provide, if Seller requests, a copy to Seller at no expense to Seller. To the best of actual knowledge of the Chairman of Seller, without any independent investigation, Seller represents that:

(a) Intentionally deleted.

(b) Intentionally deleted.

(c) Seller has not received any notification, whether direct or indirect, pursuant to any Environmental Laws that any of its Property are or may be related to or subject to any investigation or evaluation by any governmental authority or other person as to whether any Remedial Action is or may be needed to respond to a Release or threaten Release of Hazardous Substance into the Environment; or (2) any fine or penalty should be levied on, or proceeding commenced, related to or arising from any past operation of the Property;

(d) To the knowledge of Seller, based on reasonable investigation there has not been a Release or threatened Release of Hazardous Substances into the Environment for which the Purchaser may become responsible;

(e) There is not now at, on the Property: (A) any generation, treatment, recycling, storage or disposal of any Hazardous Substance; (B) any underground storage tank, surface impoundment, lagoon or other containment facility (past or Present) for the temporary or permanent storage, treatment or disposal of Hazardous Substances; (c) any landfill or solid waste disposal area; (D) any asbestos-containing material as defined by the Toxic Substances Control Act; (E) any polychlorinated biphenyls (PCB) used in hydraulic oils, electrical transformers or other equipment; or (F) any Release or threatened Release of Hazardous Substance to the Environment in form or quantity requiring Remedial Action under Environmental Laws.

(f) To the knowledge of the Seller, there is no basis or reasonably anticipated basis for any action, suit, claim, penalty, fine, investigation or proceeding with respect to any Environmental Law, or obligation to remediate conditions under Environmental Laws.

(g) Seller acknowledges that Purchaser does not have actual or constructive notice or knowledge of the present or past existence of any matter addressed in this Section 7.2.4. other than those which may be disclosed by Purchaser's environmental inspection.

(h) Purchaser shall have the right to conduct, at its own cost and expense, Environmental Assessments as necessary to identify the existence of actual or potential sources of liability in the Environment of the Property. Seller herein authorizes Purchaser, its agents and contractors to enter the Property for the purpose of conducting said Environmental Assessments and agrees to provide Seller with all information in Seller's possession or within Seller's knowledge, based on reasonable inquiry, concerning the Premise's prior use(s). If, based upon information obtained from any assessment or any other information available, Purchaser determines, within Purchaser's sole discretion, that Purchaser is not willing to expose Purchaser to the risk of the actual or potential liability of the Environment of the Property, Purchaser shall have the option of:

(1) Terminating this Agreement prior to closing by giving written notice of its election to do so; or

(2) Intentionally deleted.

7.2.5 There are no taxes, assessments or liens of any type whatsoever, arising out of or in connection with the Property or Seller's use thereof which are presently due and payable.

7.2.6 There are no easements, deeds, covenants, agreements or restrictions of any nature whatsoever which may now or hereafter limit access to the Property from any adjoining public way or interfere with Purchaser's use of the Property.

7.2.7 The Property are presently served by water, sewer, electricity and natural gas in such quantities and with such facilities that all reasonable demand for utilities service to improvements upon the Property may be met.

7.2.8 The Property abut on and have vehicular access to a public road.

7.2.9 The Georgia law prohibiting certain public officials and employees of the State of Georgia from transacting business with certain state agencies (O.C.G.A. Title 45, Chapter 10, Article 2) has not and will not be violated in any respect by the execution of this Agreement and the closing of the sale and purchase contemplated hereunder. Seller further warrants that Seller has not participated in any "step" or "strawman" transactions or any other actions designed or intended to artificially inflate the value of the Property.

7.2.10 Seller will refrain from taking any action which would cause or threaten to cause any such warranties to become incorrect or untrue at any time during said period.

8.

RISK OF LOSS AND DAMAGE

8.1 Risk of Loss. Pending exercise of the Option by Purchaser and thereafter through and including the Closing Date, the risk of loss will remain with and be assumed by Seller.

8.2 Damage. In the event the Property, or a portion thereof, is destroyed or damaged by fire or other casualty prior to the Closing, then Purchaser, at its option, may elect between the following remedies:

8.2.1 To cancel this Agreement, whereupon the parties will have no further obligation hereunder; or

8.2.2 To close the purchase and sale contemplated under this Agreement, without any reduction of the Purchase Price.

9.

TITLE EXAMINATION

9.1 Securing of Title Insurance Commitment. Following Purchaser's exercise of the Option, Purchaser will have a period of sixty (60) days within which to examine the title to the Property and to secure a commitment in writing, from an American Land Title Association title insurer of Purchaser's choice, for the issuance of an owner's policy of title insurance, committing to insure, at its standard rates or less, Purchaser and the title to be conveyed by Seller to Purchaser pursuant to this Agreement, free and clear of all Title Defects, except the Permitted Title Exceptions, and further committing to insure said title as to those matters which may be revealed by an inspection or survey of the Property.

9.2 Curing of Title Defects and Fulfillment of Requirements. Upon receipt by Purchaser of the said commitment for title insurance (hereinafter sometimes referred to as the "commitment"), Purchaser will promptly provide a copy of said commitment to Seller and will simultaneously advise Seller which, if any, of the Title Defects set forth in the commitment as exceptions thereto, Purchaser will waive. Seller acknowledges that Purchaser has no obligation to waive any such Title Defects. Seller shall give Purchaser notice of its intent to cure or not cure any title objections within fifteen (15) days after receipt by Seller of Purchaser's title objection notice; but if Seller does not give

this notice within such fifteen (15) day period, then Seller shall be deemed to elect not to cure any title objections. In the event that the Seller fails to cure any such objections, Purchaser may (i) terminate this Agreement, or (ii) waive such objections and close the transaction contemplated by this Agreement in accordance with all of the terms and provisions hereof.

9.3 Subsequent Title Examination. Purchaser will have the right to examine the title from time to time subsequent to Purchaser's initial title examination and to give Seller notice of any additional Title Defects (hereinafter referred to as "Additional Title Defects") which may appear of record or of which Purchaser may otherwise acquire knowledge. Purchaser's notice to Seller of any such Additional Title Defects may be in the form of a copy of an endorsement to the commitment. Seller shall give Purchaser notice of its intent to cure or not cure any Additional Title Defects within fifteen (15) days after receipt by Seller of Purchaser's notice of Additional Title Defects; but if Seller does not give this notice within such fifteen (15) day period, then Seller shall be deemed to elect not to cure any Additional Title Defects. In the event that the Seller fails to cure any such Additional Title Defects, Purchaser may (i) terminate this Agreement, or (ii) waive such Additional Title Defects and close the transaction contemplated by this Agreement in accordance with all of the terms and provisions hereof. In the event Seller elects to cure any Additional Title Defects, the Closing may be extended for a period not to exceed thirty (30) days to allow Seller an opportunity to cure such Additional Title Defects. .

9.4 Action By Purchaser And Assistance By Seller. Nothing in this Agreement will prohibit Purchaser from undertaking to cure any Title Defects or to satisfy any commitment requirements in an effort to facilitate the Closing. Seller further hereby covenants affirmatively that, upon request by Purchaser, Seller will assist Purchaser in all reasonable ways to cure any Title Defects and to fulfill such commitment requirements. Such action by Seller will include, but will not be limited to, the execution, and/or cancellation, and delivery of all such documents as Purchaser will reasonably request or as the title insurer will require in the commitment. Purchaser will have the same thirty (30) day period within which to cure any Title Defects and to satisfy those commitment requirements which Purchaser has elected to cure and to satisfy, as well as such additional period as Purchaser will deem necessary. Purchaser may, by notice to Seller, postpone the Closing Date to allow Purchaser such additional period; provided however, that Purchaser will not postpone the Closing Date for more than sixty (60) days, unless Seller will agree in writing to such further postponement, and provided further that Purchaser will have no affirmative obligation to undertake to cure any Title Defects or to satisfy such commitment requirements or to continue in any attempts so to do, once undertaken.

9.5 Failure To Cure Title Defects Or To Fulfill Requirements. If Seller fails to cure the Title Defects not waived by Purchaser, or if Purchaser has undertaken and been unable to cure such Title Defects, or if Seller cannot or will not fulfill the commitment requirements and Purchaser is unable or elects not to do so, all within the periods hereinabove set forth, then Purchaser, by written notice to Seller, may elect, among the following remedies:

9.5.1 To waive any remaining, uncured Title Defects and to purchase the Property subject thereto;
or

9.5.2 To cancel this Agreement, in which event neither party hereto will have any further obligation hereunder.

9.5.3 Intentionally deleted.

10. THE CLOSING

10.1 Closing Date. The Closing Date will be on or before July 31, 2020, unless postponed as hereinabove provided or by Purchaser upon written notice to Seller; provided however, that Purchaser will not extend closing by more than sixty (60) days without the consent of Seller. The Closing Date, and the time and place of the Closing, will be designated by Purchaser, and notice thereof will be given to Seller not less than one (1) day prior to the

designated Closing Date. Purchaser will designate the attorney who will conduct the Closing (hereinafter referred to as the "Closing Attorney"), and the said Closing Attorney will represent Purchaser at the Closing.

10.2 Closing Costs. Prior to or at the Closing, Seller and Purchaser will respectively pay the following costs:

10.2.1 Expenses of Seller. Seller will pay the following expenses:

- (a) The cost of paying off and satisfying any mortgage indebtedness for which the Property are pledged as security;
- (b) Fees of the Seller's attorneys;
- (c) Costs for filing and recording of the limited warranty deed and any other documents or instruments which Purchaser deems necessary or desirable to place of record;
- (d) Intentionally deleted.
- (e) All other costs actually incurred by Seller.

10.2.2 Expenses of Purchaser. Purchaser will pay the following expenses:

- (a) Fees and expenses of Purchaser's attorney;
- (b) Premiums for any title insurance;
- (c) The costs and expenses of any survey obtained by Purchaser; and
- (d) Any other costs and expenses actually incurred by Purchaser.

10.3 Prorated Items. The following items will be prorated at the Closing: Not Applicable.

10.4 Deliveries At Closing. At the Closing, Seller and Purchaser will each deliver to the other the following:

10.4.1 Delivery by Purchaser to Seller. At the Closing, Purchaser will tender to Seller the Purchase Price in the manner set forth in the provision numbered 10.5 below.

10.4.2 Delivery by Seller to Purchaser. At the Closing, Seller will properly execute and deliver to Purchaser the following:

- (a) A limited warranty deed, naming as Grantee therein the BOARD OF REGENTS OF THE UNIVERSITY SYSTEM OF GEORGIA, and conveying to Purchaser good, marketable and insurable fee simple title to the Property, free and clear of all Title Defects, except the Permitted Title Exceptions and any Title Defects which Purchaser has waived by written notice to Seller. Marketability will be determined in accordance with Georgia law and the State Bar of Georgia Title Standards.
- (b) An owner's affidavit executed by Seller or the appropriate representative of Seller in a form satisfactory to Purchaser and sufficient to enable Purchaser to have deleted from its policy of title insurance any exception for unfilled mechanics' and materialmen's liens and to permit the issuance at the Closing of the title insurance policy referred to in the provision numbered 9.1 hereof.

(c) Such resolutions or other documents as Purchaser will reasonably request to evidence and to confirm Seller's power and authority to execute and deliver this Agreement and all of the agreements, instruments and documents contemplated herein to be executed and delivered by Seller.

(d) State of Georgia Real Estate Transfer Tax Declarations in the form required by Georgia law.

(e) Cancelled originals of all notes or other evidence of indebtedness for which the Property were pledged or deeded as security and quitclaim deeds executed by and releasing all the interest in and claims to the Property of any lenders or mortgagees.

(f) All other quitclaims, releases, agreements, affidavits and other documents, all appropriately executed, necessary to enable Purchaser to comply with all commitment requirements and to have deleted from its policy of title insurance all exceptions for Title Defects, except the Permitted Title Exceptions and any Title Defects which Purchaser has waived by written notice to Seller.

(g) Any applicable IRS forms such as Forms 1099 and 8283.

10.4.3 Other Documents. In addition to all documents, instruments and agreements expressly provided for herein, Purchaser and Seller will execute such other documents as may be reasonably required by counsel for either party to effectuate the purposes of this Agreement.

10.5 Payment of the Purchase Price. At the Closing, Purchaser will wire to the escrow account of the Closing Attorney the amount of the Purchase Price. The closing attorney will prepare and issue checks drawn on the said escrow or trust account as necessary for the payment of the expenses of Seller referenced in the provisions numbered 10.2.1 (a), (c) and (d) above. The closing attorney will deduct the sum of those expenses, from the sum of the Purchase Price and will issue a wire order to the account of Seller's choice and at Seller's cost, in an amount equal to the difference between these two sums.

11.

DELIVERY OF POSSESSION

At the Closing, Seller will deliver the Property to Purchaser in the same condition as the Property exist on the date hereof, normal wear and tear excepted. The Property shall be delivered free and clear of any occupancy or claim to occupancy by any person, and Sellers shall have caused any such person to quit and leave the Property before the Closing Date.

12.

CONTINGENCIES

The obligation of Purchaser to close the sale and purchase contemplated by this Agreement is subject to the following conditions:

12.1 Timely Performance by Seller. The timely and continuing performance by Seller of each and every covenant, agreement and obligation imposed upon Seller in this Agreement.

12.2 Truth and Accuracy. The truth and accuracy as of the date hereof and as of the Closing Date of each and every warranty made by Seller in this Agreement.

12.3 Approval of the Board of Regents of the University System of Georgia. The express approval of the Board of Regents of the University System of Georgia prior to the exercise of this Option by Purchaser, for which approvals the Purchaser will exercise good faith efforts to secure, and for which Seller agrees to cooperate as necessary in the approval process. Purchaser will notify Seller of the decision of the Board of Regents.

12.4 Georgia Environmental Policy Act. Purchaser will exercise good faith efforts to secure administrative and substantive compliance and any necessary approvals pursuant to the Act. However, shall Purchaser determine that it will not be able to utilize the property for the purposes intended under conditions imposed pursuant to the Act and the administrative processes thereunder, then Purchaser may, by written notice to Seller, terminate this agreement prior to closing, and neither party shall thereafter have any further obligation hereunder.

13. DEFAULT

If, following Purchaser's exercise of the Option, the sale and purchase of the Property contemplated by this Agreement is not consummated on account of Seller's default hereunder, then Purchaser may elect, as its sole and exclusive remedy, to cancel this Agreement, whereupon Purchaser and Seller will be relieved of all liability hereunder.

Purchaser will also have the right to cancel this Agreement if any of Seller's representations or warranties made herein prove to be untrue in whole or in part, either as of the date hereof or subsequent thereto. Purchaser's rights of cancellation, as set forth in this provision numbered 13 will be in addition to and not in limitation of other provisions of this Agreement granting Purchaser the right to cancel this Agreement.

14. BROKERAGE FEES

Seller represents and warrants that with respect to the Property described herein and the subject matter hereof that any obligations of the Seller incurred by or for real estate brokers or agents for commissions or finders fees, whether disclosed or not, shall be the sole responsibility of the Seller. To the extent any such fees are owing, Seller shall immediately notify Purchaser as to the amount owed and the party to whom owed and Seller shall indemnify and hold Purchaser harmless from all such commissions and fees.

15. NOTICES

Purchaser or Closing Attorney may give oral notice of the Closing Date. All other notices to be given under and pursuant to this Agreement will be in writing and given by depositing the same in the United States Certified Mail with a request for the return of a receipt showing the name of the recipient and the date of delivery. Notices will be addressed to the party to be notified at the address first set forth hereinabove, and the date upon which such notice is delivered will be deemed the date thereof. Either party may, from time to time, by five (5) days' prior notice to the other party, specify a different address to which notices will be sent. Rejection or refusal to accept a notice or inability to deliver a notice because of a changed address of which no notice was given will be deemed a delivery of the notice on the date when postmarked.

16. ASSIGNMENT

Except as herein provided, Seller will not transfer or assign all or any of its right, title or interest hereunder or delegate any of its duties or obligations hereunder without the prior written consent of Purchaser, which consent will not be unreasonably withheld. Purchaser may, without the consent of Seller, transfer or assign this Agreement or any of Purchaser's rights or duties hereunder to another agency, department or authority of the State of Georgia without Seller's consent.

17.
RIGHTS CUMULATIVE

All rights, powers and privileges conferred hereunder will be cumulative and not restrictive of those given by law.

18.
NON WAIVER

No failure of Purchaser to exercise any right or power given to Purchaser under this Agreement, or to insist upon strict compliance by Seller with the provisions of this Agreement, and no custom or practice of Seller or Purchaser at variance with the terms and conditions of this Agreement, will constitute a waiver of Purchaser's right to demand exact and strict compliance by Seller with the terms and conditions of this Agreement.

19.
CONTINUITY

Each of the provisions of this Agreement, specifically including, but not limited to the Option herein granted, will be binding upon and inure to the benefit and detriment of Purchaser and Seller and the heirs, devisees, legatees, legal representatives, successors and assigns of Purchaser and Seller.

20.
DATE FOR PERFORMANCE

If the time period by which any right, option or election provided under this Agreement must be exercised, or by which any act required hereunder must be performed, or by which the Closing must be held, expires on a Saturday, Sunday or legal holiday, then such time period will be automatically extended through the close of business on the next regularly scheduled business day.

21.
TIME OF THE ESSENCE

All time limits stated herein are of the essence of this Agreement.

22.
EXHIBITS

Each and every exhibit referred to or otherwise mentioned in this Agreement is attached to this Agreement and is and will be construed to be made a part of this Agreement by such reference or other mention at each point at which such reference or other mention occurs, in the same manner and with the same effect as if each exhibit were set forth in full and at length every time it is referred to or otherwise mentioned.

23.

SEVERABILITY

If any one or more of the provisions contained herein will for any reason be held by any court of competent jurisdiction to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability will not affect any other provision hereof, and this Agreement will be construed as if such invalid, illegal or unenforceable provision had never been contained herein.

24.

SURVIVAL

All provisions of this Agreement will survive the Closing and will not be merged into the documents executed and delivered by the parties at the Closing.

25.

CAPTIONS

The brief headings or titles preceding each provision hereof are for purposes of identification and convenience only and should be completely disregarded in construing this Agreement.

26.

GEORGIA AGREEMENT

This Agreement will be governed, construed under, performed and enforced in accordance with the laws of the State of Georgia.

27.

COUNTERPARTS

This Agreement is executed in two (2) counterparts which are separately numbered but each of which is deemed an original of equal dignity with the other and which is deemed one and the same instrument as the other.

28.

NO THIRD PARTY BENEFICIARIES

Nothing herein shall be construed as conferring upon or giving to any person, other than the parties hereto, any rights or benefits under or by reason of this Agreement.

29.

SPECIAL STIPULATIONS

The Special Stipulations set forth on EXHIBIT "C" to this Agreement are incorporated by reference and made a part of this Agreement. Insofar as such Special Stipulations conflict with any other provisions of this Agreement, such Special Stipulations will override such conflicting provision.

30.
ENTIRE AGREEMENT

This Agreement supersedes all prior negotiations, discussion, statements and agreements between Seller and Purchaser and constitutes the full, complete and entire agreement between Seller and Purchaser with respect hereto; no member, officer, employee or agent of Seller or Purchaser has authority to make, or has made, any statement, agreement, representation or contemporaneous agreement, oral or written, in connection herewith, amending, supplementing, modifying, adding to, deleting from, or changing the terms and conditions of this Agreement. No modification of or amendment to this Agreement will be binding on either party hereto unless such modification or amendment will be properly authorized, in writing, properly signed by both Seller and Purchaser and incorporated in and by reference made a part hereof.

31.
EXECUTION

The individual(s) executing this Agreement on behalf of Seller represent and warrant to Purchaser that such individuals have personal knowledge of the matters stated in this Agreement, and if Seller is a corporation, partnership or other legal entity, the individual(s) represent and warrant that they are authorized to execute this Agreement on behalf of Seller.

IN WITNESS WHEREOF, Seller has caused these presents to be duly signed, sealed and delivered on the day, month and year first above written.

SELLER:

Downtown Development Authority of Lawrenceville, Georgia

By: _____

Name: _____

Title: _____

Signed, sealed and delivered
in our presence:

Unofficial Witness

Official Witness, Notary Public

My Commission Expires: _____

(Notary Public Seal Affixed Here)

LIST OF EXHIBITS

Exhibit:

A	Legal Description of Property
A-1	Copy of Drawing or Survey
B	Title Commitment
C	Special Stipulations

EXHIBIT "A"

Legal Description

Lot One

All that tract or parcel of land lying and being in Land Lots 10 & 30 of the 7th Land District, in the City of Lawrenceville, Gwinnett County, Georgia and being more particularly described as follows:

Commence at a point at the Intersection of the Mitered Right-of-Way of Collins Industrial Way (Right-of-Way width varies) and the Westerly Right-of-Way of University Center Lane (100-foot Right-of-Way) if said mitered intersection was extended to a point; THENCE leaving said Intersection, South 85 degrees 18 minutes 16 seconds West for a distance of 28.99 feet to an Iron Pin Set on the Southerly end of said Mitered Right-of-Way, said point being **THE POINT OF BEGINNING**;

THENCE from said point as thus established and traveling along said Right-of-Way of Collins Industrial Way, South 85 degrees 18 minutes 16 seconds West for a distance of 367.41 feet to an Iron Pin Set; THENCE departing said Right-of-Way, North 30 degrees 17 minutes 29 seconds West for a distance of 45.47 feet to an Iron Pin Set; THENCE North 50 degrees 13 minutes 35 seconds East for a distance of 374.60 feet to an Iron Pin Set on the Westerly Right-of-Way of University Center Lane (100-foot Right-of-Way); THENCE along said Right-of-Way the following two (2) courses and distances, South 39 degrees 46 minutes 25 seconds East for a distance of 33.90 feet to a Point; THENCE along a curve to the right having a radius of 523.00 feet and arc length of 215.28 feet being subtended by a chord of South 27 degrees 58 minutes 50 seconds East for a distance of 213.76 feet to an Iron Pin Set on the Northerly end of the mitered intersection of the Westerly Right-of-Way of University Center Lane (100-foot Right-of-Way) and the Northerly Right-of-Way of Collins Industrial Way; THENCE along said mitered intersection South 31 degrees 25 minutes 38 seconds West for a distance of 39.85 feet to an Iron Pin Set, said Point being **THE POINT OF BEGINNING**.

Said property contains 1.426 Acres.

Old 316 Right of Way

ALL THAT TRACT OR PARCEL OF LAND LYING AND BEING IN LAND LOT 10 OF THE 7TH 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 EASTERLY RIGHT-OF-WAY TERMINUS OF UNIVERSITY CENTER LANE (F.K.A. COLLINS INDUSTRIAL LANE) (100' R/W) & THE NORTHERLY RIGHT-OF-WAY OF GEORGIA HIGHWAY NO. 316 (R/W VARIES), SAID POINT BEING **THE POINT OF BEGINNING**.

THENCE FROM SAID POINT AS THUS ESTABLISHED AND TRAVELING ALONG THE AFORESAID NORTHERLY RIGHT-OF-WAY OF GEORGIA HIGHWAY NO. 316 AND BEING THE SOUTHERLY TERMINUS OF UNIVERSITY CENTER LANE, SOUTH 76 DEGREES 52 MINUTES 35 SECONDS WEST FOR A DISTANCE OF 98.96 FEET TO A POINT; THENCE DEPARTING THE RIGHT-OF-WAY OF GEORGIA HIGHWAY 316 AND ALONG THE WESTERLY RIGHT-OF-WAY OF UNIVERSITY CENTER LANE, NORTH 13 DEGREES 07 MINUTES 25 SECONDS

WEST FOR A DISTANCE OF 195.35 FEET TO A POINT; THENCE CONTINUING ALONG SAID RIGHT-OF-WAY, NORTH 48 DEGREES 27 MINUTES 58 SECONDS WEST FOR A DISTANCE OF 55.61 FEET TO A POINT AT THE INTERSECTION

WITH THE SOUTHERLY RIGHT-OF-WAY OF COLLINS INDUSTRIAL WAY; THENCE ALONG A CURVE TO THE LEFT HAVING A RADIUS OF 1380.97 FEET AND ARC LENGTH OF 180.90 FEET BEING SUBTENDED BY A CHORD OF NORTH 80 DEGREES 56 MINUTES 59 SECONDS EAST FOR A DISTANCE OF 180.77 FEET TO A POINT ON THE EASTERLY RIGHT-OF-WAY OF UNIVERSITY CENTER LANE; THENCE ALONG THE EASTERLY RIGHT-OF-WAY OF UNIVERSITY CENTER LANE, SOUTH 34 DEGREES 04 MINUTES 46 SECONDS WEST FOR A DISTANCE OF 60.04 FEET TO A POINT; THENCE SOUTH 11 DEGREES 33 MINUTES 14 SECONDS EAST FOR A DISTANCE OF 187.15 FEET TO A POINT, SAID POINT BEING **THE POINT OF BEGINNING**.

SAID PROPERTY CONTAINS 0.580 ACRES.

Copy of Drawing or Survey – Old 316 Right of Way

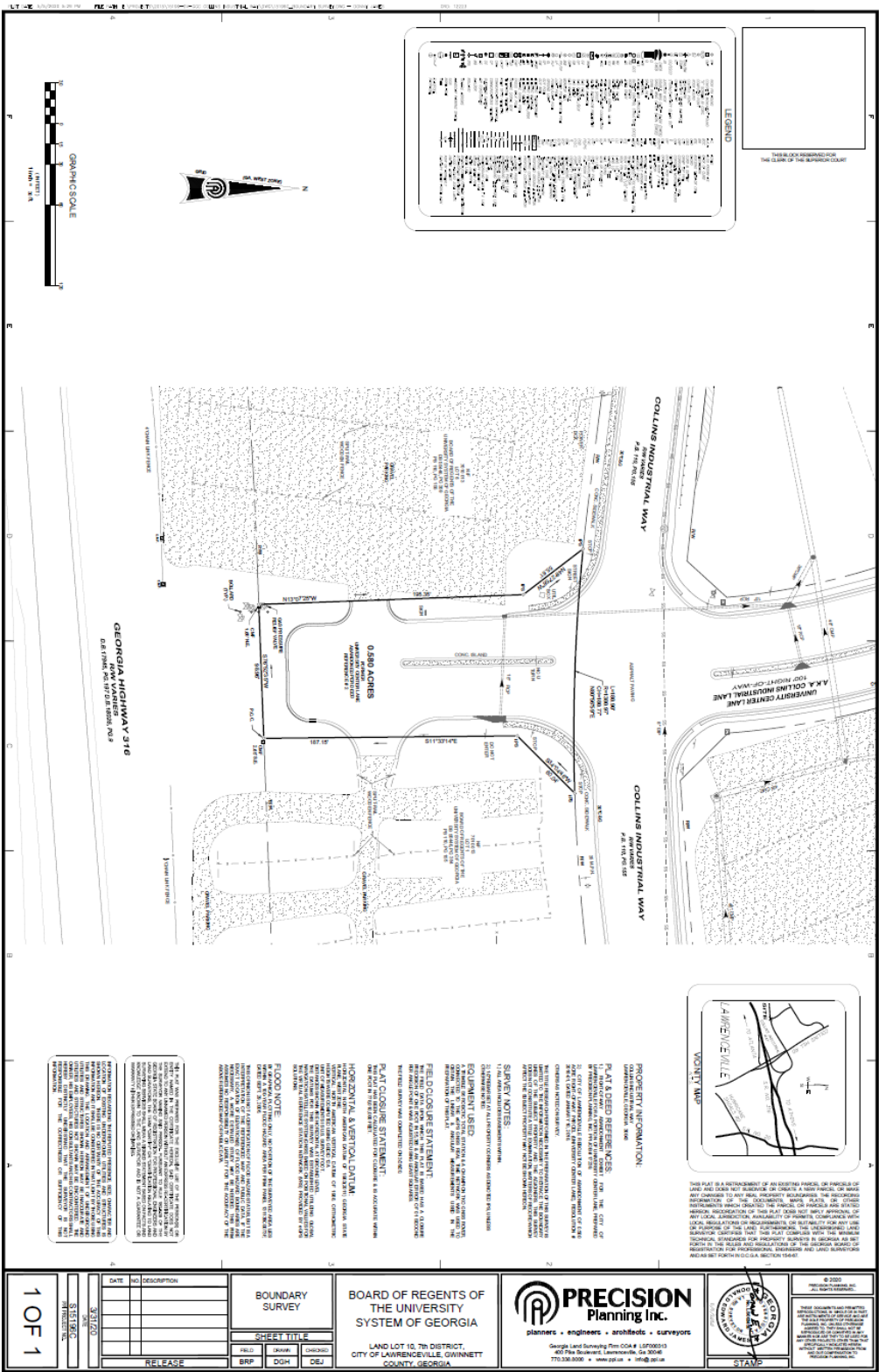


EXHIBIT "B"

Title Commitment

[To be Supplied]

EXHIBIT "C"
Special Stipulations

[None]



LAWRENCEVILLE

GEORGIA

AGENDA REPORT

MEETING: DOWNTOWN DEVELOPMENT AUTHORITY

AGENDA CATEGORY: DOWNTOWN DEVELOPMENT AUTHORITY BUSINESS

Item: Executive Housing Update

Department: Downtown Development Authority

Date of Meeting: Monday, June 8, 2020

Fiscal Impact: none

Presented By: Lee Merritt

Action Requested: Discussion

Summary: Executive Housing Update



LAWRENCEVILLE

GEORGIA

AGENDA REPORT

MEETING: DOWNTOWN DEVELOPMENT AUTHORITY

AGENDA CATEGORY: DOWNTOWN DEVELOPMENT AUTHORITY BUSINESS

Item: Required DDA Board Training

Department: Downtown Development Authority

Date of Meeting: Monday, June 8, 2020

Fiscal Impact: none

Presented By: Lee Merritt

Action Requested: Discussion

Summary: Required DDA Board Training