



LAWRENCEVILLE

GEORGIA

CITY COUNCIL SPECIAL CALL AGENDA

Wednesday, July 10, 2024
5:00 PM

Council Chambers
70 S. Clayton St, GA 30046

Call to Order

Prayer

Pledge of Allegiance

Approval of Agenda

Public Hearing New Business

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

- [1.](#) Fiscal Year 2025 Millage Rate Public Hearing

Council Business

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

- [2.](#) Intergovernmental Agreement with the Downtown Development Authority of Lawrenceville to fund the Lease Termination Agreement with Luxury Landscape
- [3.](#) Intergovernmental Agreement with the Downtown Development Authority of Lawrenceville to fund the purchase of 185 Park Access Drive
- [4.](#) Easement agreement with SPE Investment Group, LLC

Final Adjournment



LAWRENCEVILLE

GEORGIA

AGENDA REPORT

MEETING: CITY COUNCIL REGULAR MEETING, JULY 22, 2024

AGENDA CATEGORY: PUBLIC HEARING

Item:	Fiscal Year 2025 Millage Rate Public Hearing
Department:	Finance
Date of Meeting:	Monday, July 22, 2024
Fiscal Impact:	Increase in Tax Revenue of \$1,740,000
Presented By:	Keith Lee, Chief Financial Officer
Action Requested:	Public Hearing and Approval Resolution setting the City Millage Rate at 3.26

Summary: Three public hearings are required by Georgia State Law upon the City's consideration of a millage rate above the rollback rate. The City is proposing to set a millage rate of 3.26, which is 1.206 mills above the calculated rollback rate. The rollback rate is calculated to be 2.054 mills. The City has \$6,536,644 budgeted in property taxes based on the millage rate of 3.26.

Fiscal Impact: \$1,740,000 Tax Revenue; General Fund

Attachments/Exhibits:

PowerPoint Presentation
Resolution

RESOLUTION _____

RESOLUTION OF THE CITY OF LAWRENCEVILLE
TO SET THE MILLAGE RATE FOR 2024

WHEREAS, the City of Lawrenceville depends upon revenue derived from various sources; and

WHEREAS, the City of Lawrenceville is dependent upon revenues generated from property taxes;

NOW, THEREFORE, BE IT RESOLVED that the City of Lawrenceville hereby sets its 2024 tax rate at 3.26 mills.

IT IS SO RESOLVED this 22nd day of July, 2024.

David R. Still, Mayor

ATTEST:

Karen Pierce, City Clerk

Fiscal Year 2025 Millage Rate Public Hearing

July 10, 2024



Agenda

- Proposed Millage
- Public Hearing



Proposed Millage

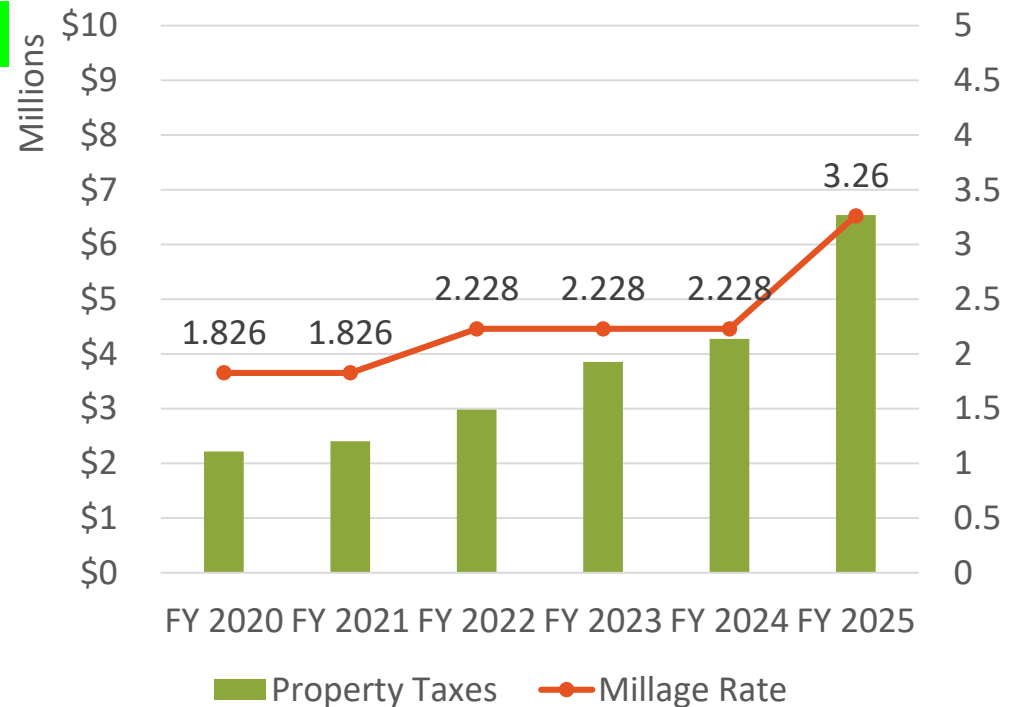
- Proposed Millage is 3.26
 - Increase of 1.206 mills above roll-back rate (as announced in 2023)
 - Property Tax Revenue for FY 2025: \$6,536,614
 - Tax Revenue Increase: \$1,740,000
 - Helps cover services such as:
 - Increased Police Services include the bike unit and additional training
 - Road and sidewalk maintenance, parks, art projects, and ADA Transitional Plan
 - Relieves pressure on utilities for General Fund Operations
 - Inflation
 - With this change in millage rate, the combined County/City millage rate for inside and outside the City will be the same.



Proposed Millage

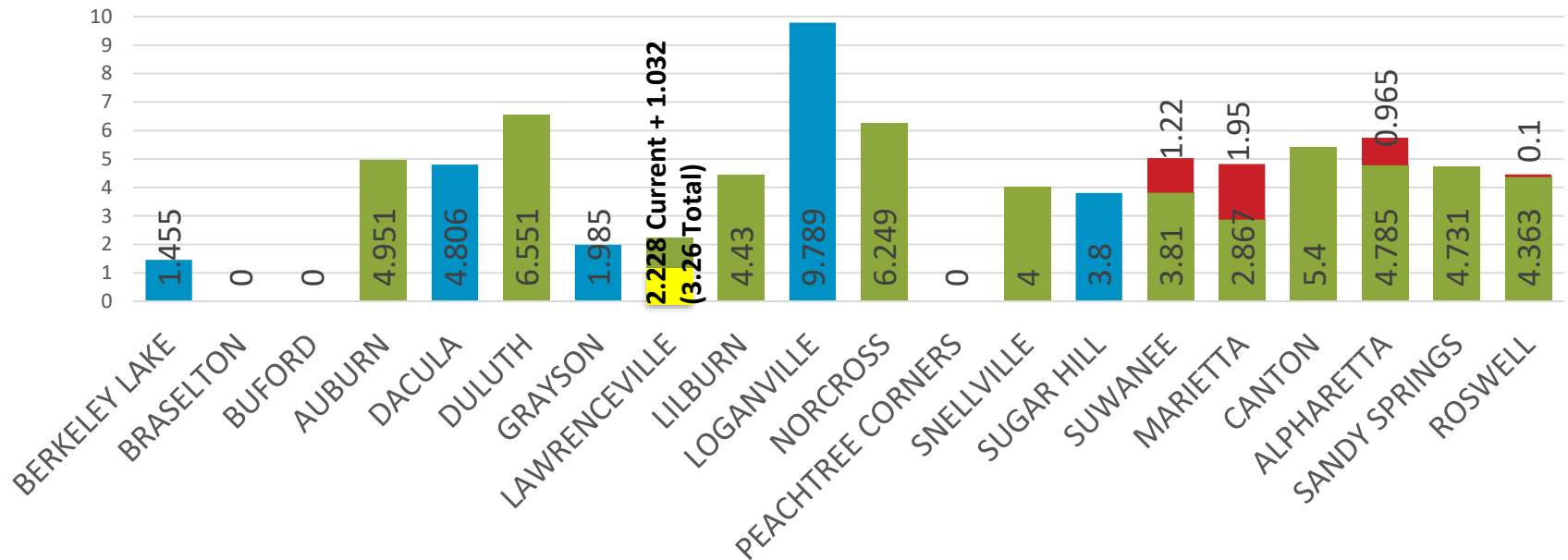
- The Proposed Millage for FY 2025 is 3.26

- Rate Increased announced as part of FY 2024 Budget process
- Rollback Rate 2.054
- Current Millage 2.228 increased in FY 2022
- Lower than the millage rate in 1990 – 5.0 Millage





Millage Comparison



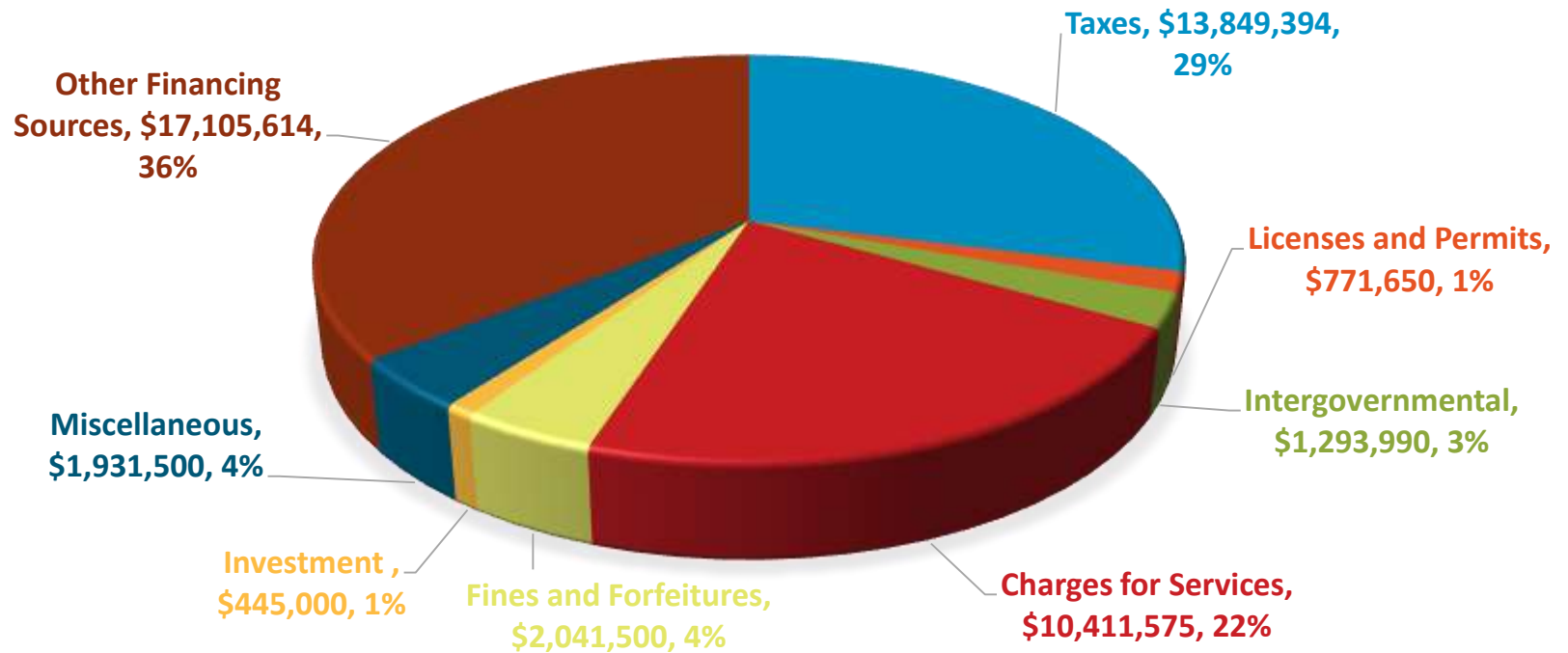
COUNTY TAXES NOT ON CITY PROPERTY

- County Police 2.9
- County Code Enforcement 0.36
- **Total 3.26**

■ M&O ■ Bond ■ Police Cities M&O

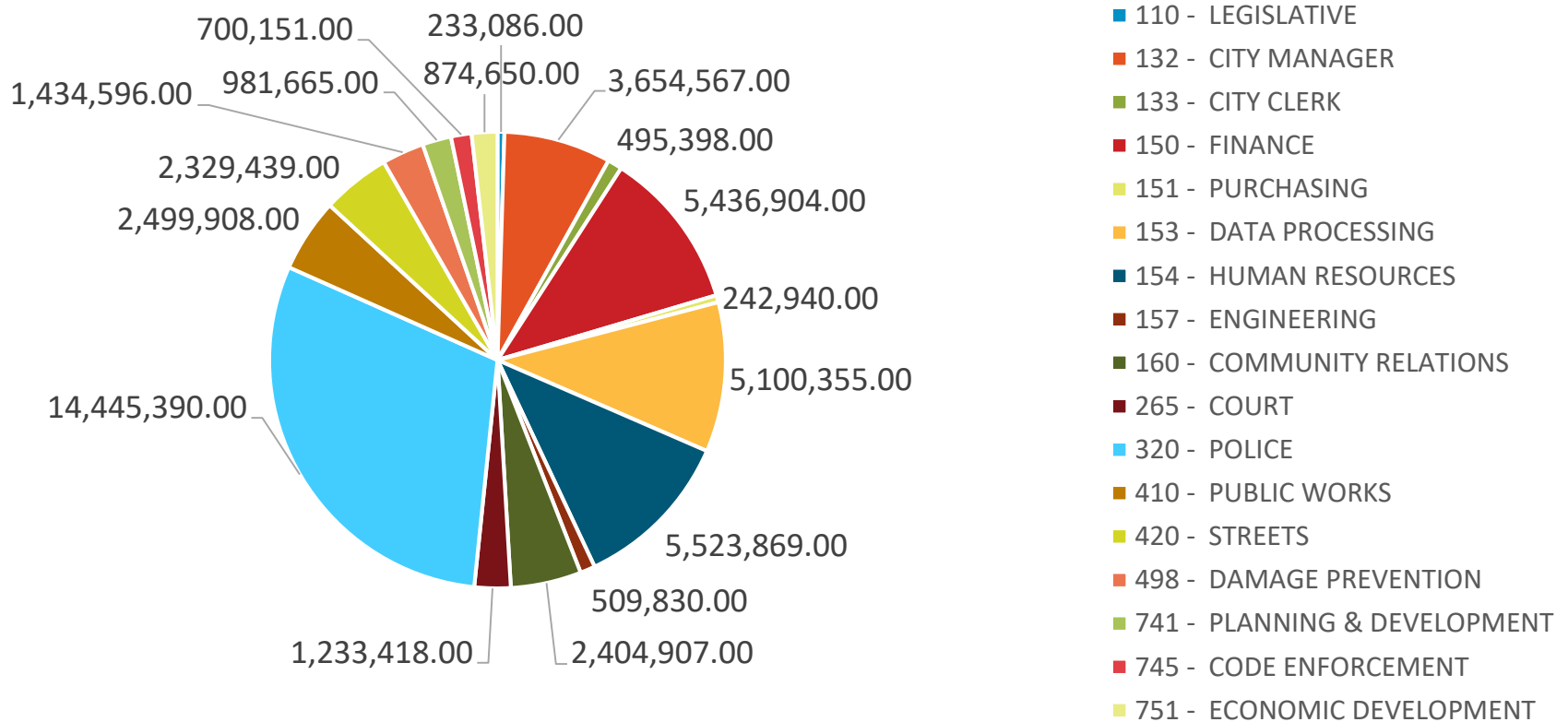


FY 2025 Budget (General Fund)





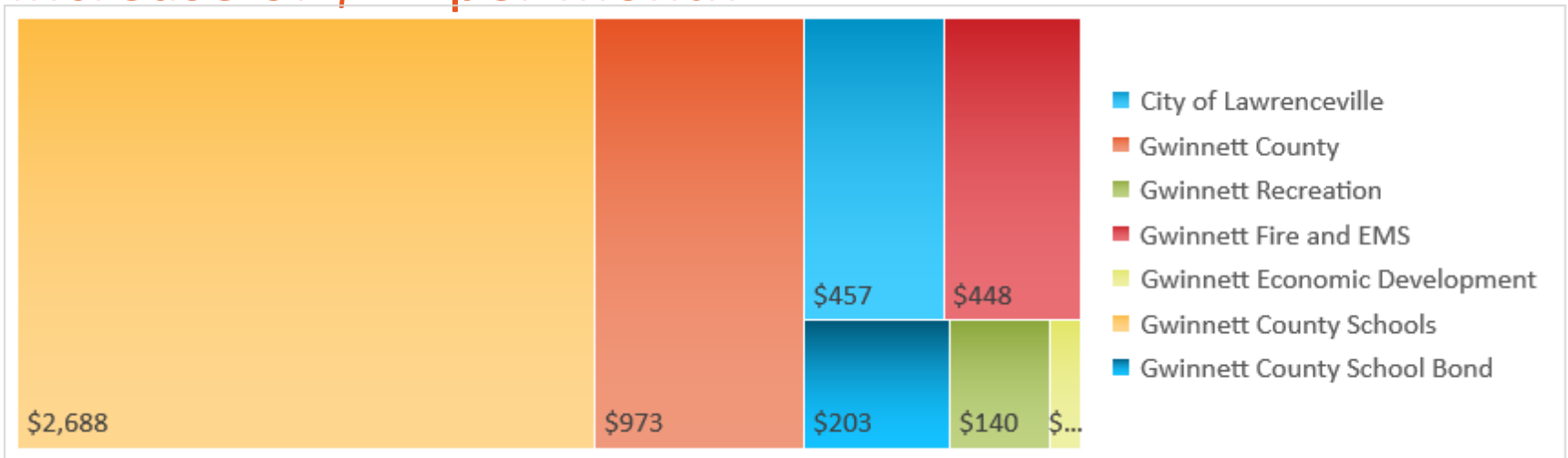
FY 2025 Budget (General Fund)



FY 2025 General Fund Budget: \$48,101,073



Millage (\$350,000 home) Increase of \$12 per month



District	Millage	Tax	Percent of Tax
City of Lawrenceville	3.26	\$457	9.23%
Gwinnett County	6.95	\$973	19.65%
Gwinnett Recreation	1	\$140	2.83%
Gwinnett Fire and EMS	3.2	\$448	9.05%
Gwinnett Economic Development	0.3	\$42	0.85%
Gwinnett County Schools	19.2	\$2,688	54.29%
Gwinnett County School Bond	1.45	\$203	4.10%
Total	35.36	\$4,951	100%



Other Hearings and Adoption

July 22, 2024 – 12:00 (noon)

- Public Hearing

July 22, 2024 – 7:00 pm

- Public Hearing

July 22, 2024 – 7:00 pm

- Adoption of millage rate



LAWRENCEVILLE
GEORGIA



1.

Public Hearing



LAWRENCEVILLE

GEORGIA

AGENDA REPORT

MEETING: SPECIAL CALL, JULY 10, 2024

AGENDA CATEGORY: COUNCIL BUSINESS

Item:	Intergovernmental Agreement with the Downtown Development Authority of Lawrenceville to fund the Lease Termination Agreement with Luxury Landscape
Department:	City Manager
Date of Meeting:	Wednesday, July 10, 2024
Fiscal Impact:	\$1,609,500.00
Presented By:	Barry Mock, Assistant City Manager
Action Requested:	Approve the Intergovernmental Agreement with the Downtown Development Authority of Lawrenceville to fund the Lease Termination Agreement with Luxury Landscape upon the review and approval of the agreement by the City Attorney

Summary: This lease termination agreement is associated with the purchase of 185 Park Access Drive. Luxury Landscape is a current tenant on the property, and this agreement facilitates the termination of said lease, such that Luxury Landscape can relocate to another location.

Fiscal Impact: \$1,609,500.00

Attachments/Exhibits:

IGA between City & DDA to fund the Lease Termination Agreement with Luxury Landscape



LAWRENCEVILLE

GEORGIA

AGENDA REPORT

MEETING: SPECIAL CALL, JULY 10, 2024

AGENDA CATEGORY: COUNCIL BUSINESS

Item:	Intergovernmental Agreement with the Downtown Development Authority of Lawrenceville to fund the purchase of 185 Park Access Drive
Department:	City Manager
Date of Meeting:	Wednesday, July 10, 2024
Fiscal Impact:	\$2,778,483.66
Presented By:	Barry Mock, Assistant City Manager
Action Requested:	Approve the Intergovernmental Agreement with the Downtown Development Authority of Lawrenceville to fund the purchase of 185 Park Access Drive upon the review and approval of the agreement by the City Attorney

Summary: This property is an integral part of the assemblage needed for the Economic Development Project called Project Stark. This parcel will be the final part of the assemblage needed for this project.

Parcel information:
185 Park Access Drive.
PIN 7011 138 and PIN 7011 148

Fiscal Impact: \$2,778,483.66

Attachments/Exhibits:

IGA between City & DDA to fund the purchase of 185 Park Access Drive



LAWRENCEVILLE

GEORGIA

AGENDA REPORT

MEETING: SPECIAL CALL, JULY 10, 2024

AGENDA CATEGORY: COUNCIL BUSINESS

Item:	Easement agreement with SPE Investment Group, LLC
Department:	City Manager
Date of Meeting:	Wednesday, July 10, 2024
Fiscal Impact:	none
Presented By:	Barry Mock, Assistant City Manager
Action Requested:	Approve the access and drainage easement agreement with SPE Investment Group, LLC and authorize the Mayor to execute the agreement subject to review by City Attorney

Summary: This is an easement being granted from SPE to the City of Lawrenceville. The easement will allow access into and out of the parcel at 92 S Clayton St, currently owned by the City.

Background: The DDA is selling the parcel at 92 S Clayton Street to a developer. The attorney determined there wasn't clear inter-parcel access agreements with the Lawrenceville Square shopping center. This agreement will solidify this connectivity and allow for the new owner to legally gain access through the shopping center parcel and existing parking areas.

Fiscal Impact: none

Concurrences:

Attachments/Exhibits:
easement agreement

Return To:
 Faber Mabe, LLC
 Austen T. Mabe, Esq.
 3615 Braselton Hwy., Suite 204
 Dacula, Georgia 30019

EASEMENT AGREEMENT

THIS EASEMENT AGREEMENT (the “Agreement”) is made and entered into this _____ day of _____, 2024, by and among **SPE INVESTMENT GROUP, LLC**, a Georgia limited liability company (the “Parcel 1 Owner”) and **CITY OF LAWRENCEVILLE, GEORGIA**, a Municipal corporation (the “Parcel 2 Owner”).

RECITALS

- A. Parcel 1 Owner is the owner of that certain real property situated in Lawrenceville, Gwinnett County, Georgia, as the same is more particularly described on Exhibit “A”, attached hereto and incorporated herein by this reference (“Parcel 1”).
- B. Parcel 2 Owner is the owner of that certain real property situated in Lawrenceville, Gwinnett County, Georgia, as the same is more particularly described on Exhibit “B”, attached hereto and incorporated herein by this reference (“Parcel 2”).
- C. Parcel 2 Owner desires to obtain, and Parcel 1 Owner desires to establish, certain access and drainage easement rights over Parcel 1, for the benefit of Parcel 2, subject to the terms contained herein.

NOW, THEREFORE, Parcel 1 Owner and Parcel 2 Owner hereby covenant and agree that Parcel 1 and Parcel 2 (collectively, the “Parcels”) and all present and future owners and occupants of the Parcels shall be and hereby are subject to the terms, covenants, and easements hereinafter set forth.

AGREEMENTS

1. Definitions. For purposes hereof:

1.1. Parcel or Parcels. The term “Parcel” shall mean Parcel 1 or Parcel 2, individually, as the context requires, and any future subdivisions thereof. The term “Parcels” shall mean Parcel 1 and Parcel 2 collectively.

1.2. Owner. The term “Owner” or “Owners” shall mean the owner of Parcel 1, as to Parcel 1, and the owner of Parcel 2, as to Parcel 2, and any and all successors or assigns of such persons as the owner or owners of fee simple title to all or any portion of the real property covered hereby, whether by sale, assignment, inheritance, operation of law, trustee’s sale, foreclosure, or otherwise, but not including the holder of any lien or encumbrance on such real property.

1.3. Permittees. The term “Permittees” shall mean the tenant(s) or occupant(s) of a Parcel, and the respective employees, agents, contractors, customers, invitees and licensees of the Owner of such Parcel, and/or such tenant(s) or occupant(s).

2. Grant of Access Easement for Parcel 2. Parcel 1 Owner does hereby grant to Parcel 2 Owner and its Permittees, for the benefit of, and as an appurtenance to Parcel 2, a perpetual, non-exclusive, unobstructed access easement for vehicular and pedestrian ingress and egress on, through, over, and across the driveways located on Parcel 1, as the same are depicted as the crosshatched “Access Easement” on Exhibit “C”, attached hereto (the “**Access Easement**”) to and from Parcel 2 over Parcel 1, to the public rights-of way adjacent to Parcel 1. The Access Easement shall be maintained, repaired, and replaced in good working order by the Owner and/or Permittee of Parcel 1, at its sole cost and expense.

3. Grant of Drainage Easement for Parcel 2. Parcel 1 Owner does hereby grant to Parcel 2 Owner and its Permittees, for the benefit of, and as an appurtenance to Parcel 2, a perpetual, non-exclusive drainage easement (the “**Drainage Easement**”) on, over, across and through Parcel 1 in order to drain storm water from Parcel 2 onto Parcel 1, and to connect into the presently existing drainage facilities located on Parcel 1 (“**Drainage Facilities**”), in order to drain and discharge excess surface and storm water from Parcel 2 into and through the Drainage Facilities. The Drainage Facilities located on Parcel 1 shall be maintained, repaired, and replaced in good working order by the Owner and/or Permittee of Parcel 1, at its sole cost and expense. The Drainage Easement granted herein includes the right of reasonable ingress and egress for the Parcel 2 Owner and/or its Permittee over Parcel 1 in order or the Parcel 2 Owner and/or its Permittee to connect into the Drainage Facilities.

4. Grant of Construction Easement for Parcel 2. Parcel 1 Owner does hereby grant to Parcel 2 Owner and its Permittees, for the benefit of, and as an appurtenance to Parcel 2, a perpetual, non-exclusive easement over the cross hatched portion of Parcel 1 as depicted on Exhibit “D”, attached hereto and incorporated herein by this reference (the “**Construction Easement**”) for the purpose of constructing, installing, and maintaining curb cuts, curb and gutters, drainage facilities, and landscaping for the benefit of Parcel 2.

5. Grant of Sewer Easement for Parcel 2. Parcel 1 Owner does hereby grant to Parcel 2 Owner and its Permittees, for the benefit of, and as an appurtenance to Parcel 2, a perpetual, non-sewer easement over the cross hatched portion of Parcel 1 as depicted on Exhibit "E", attached hereto and incorporated herein by this reference (the "**Sewer Easement**") for the purpose of constructing, installing, maintaining, and using a sewer line for the benefit of Parcel 2.
6. Indemnification. To the extent permitted by law, each Owner having rights with respect to an easement granted hereunder shall indemnify and hold the Owner whose Parcel is subject to the easement harmless from and against all claims, liabilities and expenses (including reasonable attorneys' fees) relating to accidents, injuries, loss, or damage of or to any person or property arising from the negligent, intentional or willful acts or omissions of such Owner, its Permittees, or others acting on behalf of such Owner.
7. Taxes and Assessments. Each Owner shall pay all taxes, assessments, or charges of any type levied or made by any governmental body or agency with respect to its Parcel.
8. No Rights in Public. Nothing contained herein shall be construed as creating any rights in the general public or as dedicating for public use any portion of a Parcel.
9. Term. The easements, covenants, conditions and restrictions contained in this Agreement shall be effective commencing on the date of execution of this Agreement and shall remain in full force and effect thereafter in perpetuity, unless this Agreement is modified, amended, canceled or terminated by the written consent of all then record Owners in accordance with Section 8.1 hereof.
10. Miscellaneous.
 - 10.1. Amendment. The parties agree that the provisions of this Agreement may be modified or amended, in whole or in part, or terminated, only by the written consent of all record Owners, evidenced by a document that has been fully executed and acknowledged by all such record Owners and recorded in the official records of Gwinnett County, Georgia
 - 10.2. No Agency. Nothing in this Agreement shall be deemed or construed by either party or by any third person to create the relationship of principal and agent or of limited or general partners or of joint venturers or of any other association between the parties.
 - 10.3. Covenants to Run with Land. It is intended that each of the easements set forth herein shall run with the land and create equitable servitudes in favor of the real property benefited thereby, shall bind every person having any fee, leasehold or other interest therein and shall inure to the benefit of the respective parties and their successors, assigns, heirs, and personal representatives.
 - 10.4. Governing Law. The laws of the State of Georgia shall govern the interpretation, validity, performance, and enforcement of this Agreement.

[Signatures Follow on Next Page]

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first written above.

Signed, sealed and
delivered in the presence of:

Unofficial Witness

Notary Public
My Commission Expires:

[NOTARY SEAL]

PARCEL 1 OWNER:

SPE INVESTMENT GROUP

By: _____(SEAL)
Name: _____
Its: _____

[Signatures continue on following page]

Signed, sealed and
delivered in the presence of:

Unofficial Witness

Notary Public
My Commission Expires:

[NOTARY SEAL]

PARCEL 2 OWNER:

CITY OF LAWRENCEVILLE, GEORGIA,
a municipal corporation

_____(SEAL)
David R. Still, Mayor

Attest:

Karen Pierce, City Clerk

[CORPORATE SEAL]

Exhibit A
[Parcel 1 Legal Description]

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

BEGINNING AT AN IRON PIN FOUND IN THE SOUTHERLY RIGHT-OF-WAY OF NASH STREET (HAVING A 40-FOOT RIGHT-OF-WAY), WHICH POINT IS LOCATED NORTH 63 DEGREES 08 MINUTES 12 SECONDS EAST 97.45 FEET AND NORTH 80 DEGREES 42 MINUTES 22 SECONDS EAST 7.02 FEET FROM THE POINT OF INTERSECTION OF SAID RIGHT-OF-WAY LINE WITH THE EASTERLY RIGHT-OF-WAY LINE OF SOUTH CLAYTON STREET (A/K/A S.R. 20; HAVING A 100-FOOT RIGHT-OF-WAY); THENCE ALONG SAID RIGHT-OF-WAY LINE OF NASH STREET THE FOLLOWING COURSES AND DISTANCES: NORTH 80 DEGREES 42 MINUTES 22 SECONDS EAST A DISTANCE OF 342.09 FEET; ALONG THE ARC OF A CURVE TO THE LEFT HAVING A RADIUS OF 210.99 FEET (AND A CHORD BEARING NORTH 65 DEGREES 54 MINUTES 28 SECONDS EAST A DISTANCE OF 107.78 FEET) AN ARC DISTANCE OF 108.99 FEET; AND NORTH 51 DEGREES 06 MINUTES 34 SECONDS EAST 7.48 FEET TO AN IRON PIN FOUND; THENCE SOUTH 30 DEGREES 18 MINUTES 42 SECONDS EAST 100.17 FEET TO AN IRON PIN FOUND; THENCE NORTH 50 DEGREES 30 MINUTES 34 SECONDS EAST 100.37 FEET TO AN IRON PIN FOUND; THENCE SOUTH 29 DEGREES 14 MINUTES 23 SECONDS EAST 80.19 FEET TO AN IRON PIN FOUND; THENCE SOUTH 34 DEGREES 45 MINUTES 53 SECONDS EAST 60.07 FEET; THENCE SOUTH 33 DEGREES 23 MINUTES 16 SECONDS EAST 173.64 FEET TO AN IRON PIN FOUND; THENCE SOUTH 64 DEGREES 58 MINUTES 11 SECONDS WEST 100.66 FEET TO AN IRON PIN FOUND; THENCE SOUTH 26 DEGREES 55 MINUTES 17 SECONDS EAST 199.88 FEET TO AN IRON PIN FOUND; THENCE NORTH 65 DEGREES 01 MINUTES 09 SECONDS EAST 200.00 FEET TO AN IRON PIN FOUND ON THE SOUTHWESTERLY RIGHT-OF-WAY OF MILLER NEAL BOULEVARD (HAVING A 50-FOOT RIGHT-OF-WAY); THENCE ALONG SAID RIGHT-OF-WAY LINE SOUTH 24 DEGREES 05 MINUTES 13 SECONDS EAST 28.00 FEET; THENCE LEAVING SAID RIGHT-OF-WAY AND RUNNING SOUTH 64 DEGREES 01 MINUTES 12 SECONDS WEST 452.29 FEET TO AN IRON PIN FOUND; THENCE SOUTH 64 DEGREES 15 MINUTES 02 SECONDS WEST 324.94 FEET TO A POINT ON THE EASTERLY RIGHT-OF-WAY LINE OF SAID SOUTH CLAYTON STREET; THENCE ALONG SAID RIGHT-OF-WAY LINE ALONG THE ARC OF A CURVE TO THE LEFT HAVING A RADIUS OF 5,779.58 FEET (AND A CHORD BEARING NORTH 29 DEGREES 56 MINUTES 39 SECONDS WEST A DISTANCE OF 279.13 FEET) AN ARC DISTANCE OF 279.15 FEET; AND NORTH 31 DEGREES 19 MINUTES 40 SECONDS WEST 76.40 FEET TO AN IRON PIN FOUND; THENCE LEAVING SAID RIGHT-OF-WAY AND RUNNING NORTH 59 DEGREES 14 MINUTES 06 SECONDS EAST 130.03 FEET TO AN IRON PIN FOUND; THENCE NORTH 30 DEGREES 50 MINUTES 01 SECONDS WEST 149.96 FEET TO AN IRON PIN FOUND; THENCE SOUTH 59 DEGREES 19 MINUTES 16 SECONDS WEST 127.00 FEET TO AN IRON PIN FOUND ON SAID EASTERLY RIGHT-OF-WAY OF SOUTH CLAYTON STREET; THENCE ALONG SAID RIGHT-OF-WAY ALONG THE ARC OF A CURVE TO THE RIGHT HAVING A RADIUS OF 713.94 FEET (AND A CHORD BEARING NORTH 22 DEGREES 59 MINUTES 34 SECONDS WEST A DISTANCE OF 50.43 FEET) AN ARC DISTANCE OF 50.44 FEET; THENCE LEAVING SAID RIGHT-OF-WAY AND RUNNING NORTH 59 DEGREES 19 MINUTES 50 SECONDS EAST 120.31 FEET TO AN IRON PIN FOUND; THENCE NORTH 24 DEGREES 02 MINUTES 38 SECONDS WEST 152.01 FEET TO THE POINT OF BEGINNING; ALL AS MORE PARTICULARLY SHOWN ON PLAT OF SURVEY PREPARED FOR MARK R. HUDGENS, ET AL BY DEVELOPMENT CONSULTANTS GROUP (BEARING THE CERTIFICATION OF THOMAS W. HURLEY, GEORGIA RLS NO. 2468) DATED SEPTEMBER 28, 1993, WHICH PLAT IS INCORPORATED HEREIN AND MADE A PART OF THIS DESCRIPTION.

THE PROPERTY DESCRIBED HEREINABOVE IS THAT SAME PROPERTY ACQUIRED BY LARRY E. WILENSKY AND SID M. KRESSES UNDER WARRANTY DEED FROM GWINNETT PRADO, L.P. DATED JULY 16, 1997, AND RECORDED JULY 21, 1997, IN DEED BOOK 14471, PAGE 157, RECORDS OF THE CLERK OF GWINNETT COUNTY SUPERIOR COURT.

SAID PROPERTY IS ALSO SHOWN ON PLAT OF SURVEY PREPARED FOR LARRY E. WILENSKY AND SID M. KRESSES BY DEVELOPMENT CONSULTANTS GROUP (DONALD G. HOLLAND, GEORGIA RLS NO. 2637) DATED JUNE 25, 1997.

Exhibit B
[Parcel 2 Legal Description]

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

BEGINNING AT AN IRON PIN SET AT THE CORNER OF THE EASTERLY RIGHT-OF-WAY OF SOUTH CLAYTON STREET (RIGHT-OF-WAY VARIES) AND THE SOUTHERLY RIGHT-OF-WAY OF NASH STREET (RIGHT-OF-WAY VARIES); THENCE PROCEEDING ALONG THE SAID RIGHT-OF-WAY OF NASH STREET NORTH 63 DEGREES 10 MINUTES 08 SECONDS EAST A DISTANCE OF 92.18 FEET TO A POINT; THENCE LEAVING SAID RIGHT-OF-WAY AND RUNNING SOUTH 23 DEGREES 17 MINUTES 18 SECONDS EAST A DISTANCE OF 152.03 FEET TO A PK NAIL FOUND; THENCE RUNNING SOUTH 60 DEGREES 05 MINUTES 49 SECONDS WEST A DISTANCE OF 91.12 FEET TO A MAG NAIL SET; THENCE RUNNING NORTH 83 DEGREES 40 MINUTES 18 SECONDS WEST A DISTANCE OF 37.94 FEET TO A POINT LOCATED ON THE EASTERLY RIGHT-OF-WAY OF SOUTH CLAYTON STREET; THENCE RUNNING ALONG SAID RIGHT-OF-WAY AND FOLLOWING THE CURVATURE THEREOF AN ARC DISTANCE OF 141.86 FEET, SAID ARC HAVING A RADIUS OF 718.94 FEET AND BEING SUBTENDED BY A CHORD HAVING A BEARING OF NORTH 10 DEGREES 26 MINUTES 26 SECONDS WEST A CHORD DISTANCE OF 141.63 FEET TO THE POINT OF BEGINNING. SAID TRACT OF LAND CONTAINING 0.390 ACRES AS SHOWN ON A PLAT PREPARED BY PRECISION PLANNING, INC. FOR THE CITY OF LAWRENCEVILLE, DATED SEPTEMBER 15, THIS PLAT IS INCORPORATED HEREIN BY REFERENCE FOR A MORE PARTICULAR DESCRIPTION.

Exhibit C

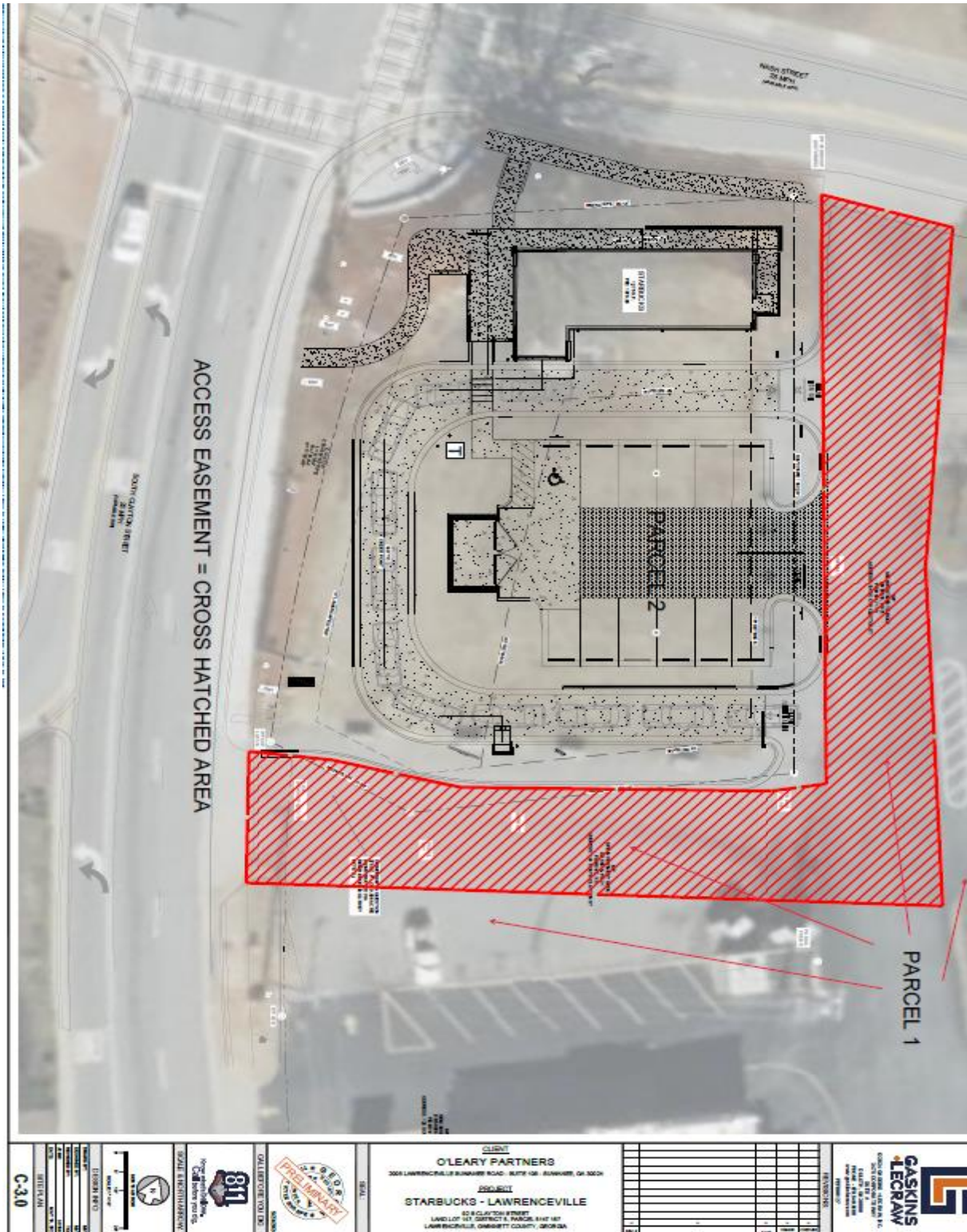


Exhibit “D”

Construction Easement

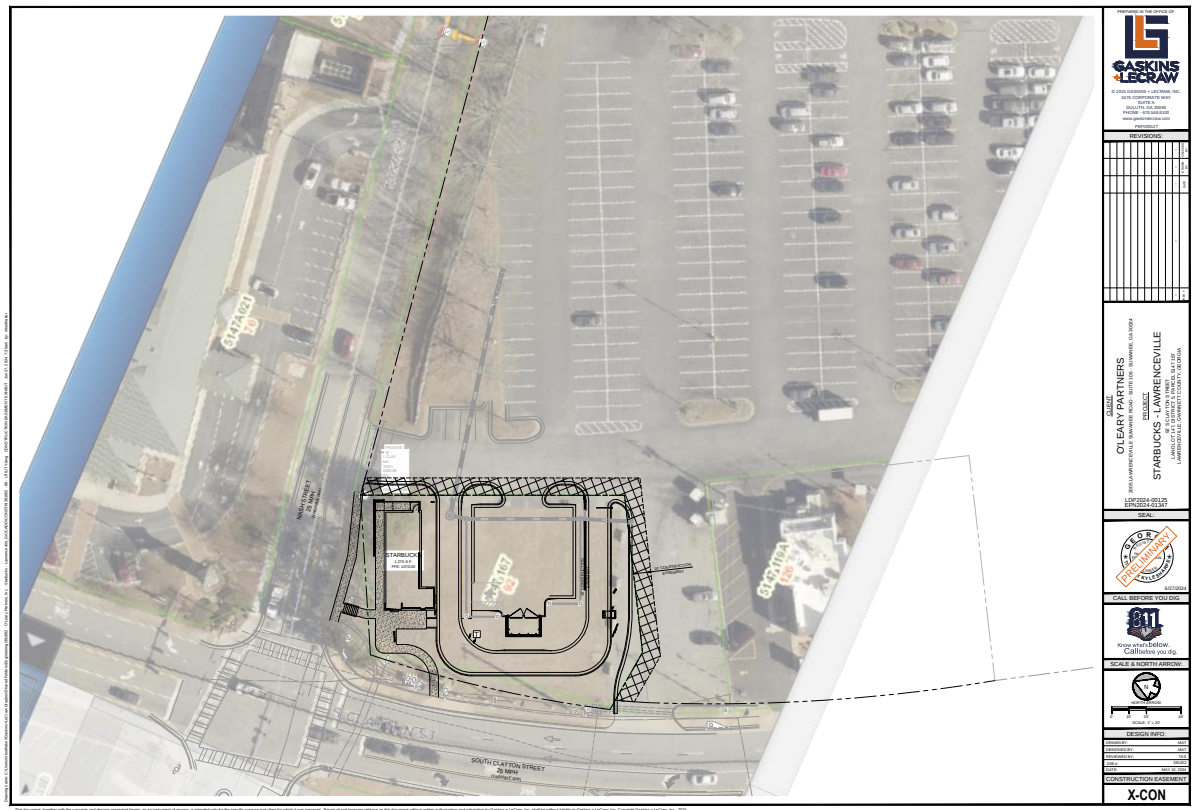
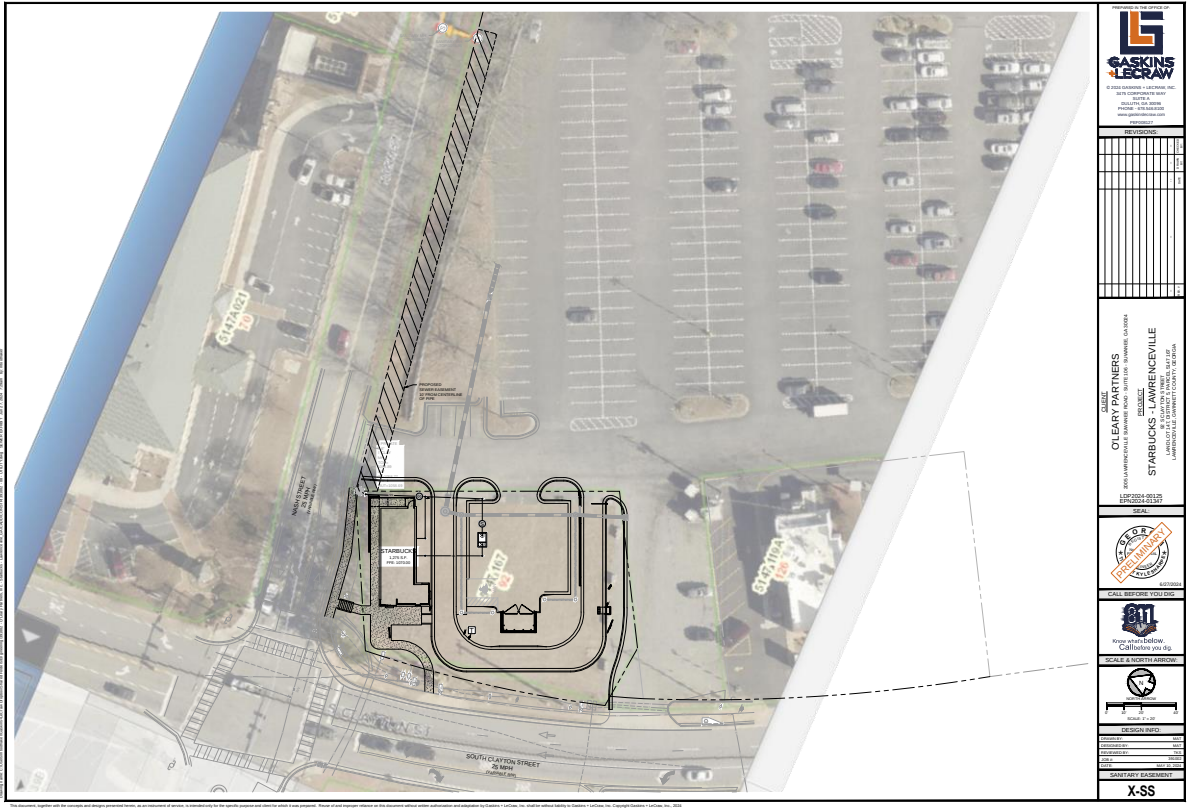


Exhibit E

Sewer Easement



LENDER CONSENT TO EASEMENT AGREEMENT

SPE Investment Group LLC, a Georgia limited company: (i) executed that Deed to Secure Debt and Security Agreement in favor of Readycap Commercial, LLC (the “Original Lender”) dated November 6, 2017 and recorded in Deed Book 55516, Page 26, Gwinnett County, Georgia records (the “Security Deed”); (ii) executed that certain Assignment of Rents in favor of Original Lender dated November 6, 2017, and recorded in Deed Book 55516, Page 41, Gwinnett County, Georgia records (the “Assignment of Leases”), and (iii) is the Debtor under that certain UCC Financing Statement naming Original Lender as secured party, and recorded in Deed Book 55516, Page 49, Gwinnett County, Georgia records (the “UCC Financing Statement”). The Security Deed was assigned to the undersigned U.S. Bank National Association, not in its individual capacity but solely as Trustee, for the benefit of the Holders of Ready Capital Mortgage Trust 2018-4 Commercial Mortgage Pass Through Certificates (“Lender”) recorded in Deed Book 55878, Page 576, Gwinnett County, Georgia records; the Assignment of Rents was assigned to Lender pursuant to that certain Assignment of Assignment of Rents recorded in Deed Book 55878, Page 568, Gwinnett County, Georgia records; and (iii) the UCC Financing Statement was assigned to Lender pursuant to that certain UCC Financing Statement Amendment recorded in Deed Book 60025, Page 148, Gwinnett County, Georgia records. Lender, being the beneficiary of the Security Deed, Assignment of Leases, and UCC Financing Statement (as assigned to Lender, the “Security Instruments”) hereby consents to the within and foregoing Easement Agreement to which this consent and joinder is attached, and subordinates the interest of the undersigned in and to the Security Instruments to the Easement Agreement to which this consent and joinder is attached.

Signed, sealed and
delivered in the presence of:

Unofficial Witness

Notary Public
My Commission Expires:

[NOTARY SEAL]

LENDER:

U.S. Bank National Association, not in its individual capacity but solely as Trustee, for the benefit of the Holders of Ready Capital Mortgage Trust 2018-4 Commercial Mortgage Pass Through Certificates

By: _____
Name: _____
Its: _____