



LAWRENCEVILLE

GEORGIA

CITY COUNCIL REGULAR MEETING AGENDA

Monday, April 26, 2021
7:00 PM

Council Assembly Room
70 S. Clayton St, GA 30046

Call to Order

Bicentennial Fact

Prayer

Pledge of Allegiance

Agenda Additions / Deletions

Recognitions

1. Hayes Automotive Group

Approval of Prior Meeting Minutes

2. March 22, 2021 Regular Meeting and Executive Session
3. April 14, 2021 Work Session and Executive Session

Announcements

Public Comment

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

Consent Agenda

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

4. Purchase of Natural Gas Materials on a Six-Month Contract
5. Purchase of Police Uniforms on an Annual Contract

- [6.](#) Utility Easement for 975 Old Norcross Road

Public Hearing New Business

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

- [7.](#) SUP2021-00044; Christopher Thomas; 533 and 543 John Connor Court

Council Business Old Business

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

- [8.](#) Northside Hospital at Gwinnett Medical Center - City of Lawrenceville Purchase and Sale Agreement for Slip Lane Project

Council Business New Business

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

- [9.](#) Lawrenceville Performing Arts Center (LPAC) Funding Transfers within Project Budget
[10.](#) Clayton Street Knee Wall Project
[11.](#) Sound System and Stage Lighting Equipment Rentals on an Annual Contract Change Order 1
[12.](#) Purchase and Sale Agreement for 145 Neal Blvd

Executive Session – Personnel, Litigation, Real Estate

Final Adjournment



LAWRENCEVILLE

GEORGIA

AGENDA REPORT

MEETING: REGULAR SESSION, APRIL 26, 2021

AGENDA CATEGORY: CONSENT AGENDA

Item:	Purchase of Natural Gas Materials on a Six-Month Contract
Department:	Gas
Date of Meeting:	Monday, April 26, 2021
Fiscal Impact:	\$486,812.25
Presented By:	Todd Hardigree, Gas Director
Action Requested:	Award Purchase of Natural Gas Materials on a Six-Month Contract to low responsive bidders Consolidated Pipe & Supply Co., Inc. in the amount of \$448,810.75 and United Supply Int. Inc. d/b/a Utilities Supply, Inc. in the amount of \$38,001.50 per the attached bid tabulation.

Summary: This contract provides the City Gas Department with the most commonly used natural gas materials.

Fiscal Impact: Amount of \$486,812.25. This contract is funded by the Repairs & Maintenance-Equipment Fund (5154700.522240) the Specialty Supplies Fund (5154700.531122), the Cathodic Supplies Fund (5154700.531129), the Pipe & Fitting Fund (5154700.531170), the Regulator Stations Fund (5154700.531171), and the Capital Outlay Fund (5164700.541000). Project 11-029.

Attachments/Exhibits:

Bid Tabulation

BID TABULATION

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AQ008-21

Natural Gas Materials on a Six-Month Contract

Gas Department

				Consolidated Pipe & Supply Co., Inc.		United Supply Int. Inc. d/b/a Utilities Supply, Inc.	
ITEM #	DESCRIPTION	APPROX. QTY		UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE
1	#10 YELLOW TRACING WIRE PE 30, SOLID COPPER, 500 FEET - PROLINE	5,000	FT	\$0.20	\$1,000.00	\$0.28	\$1,400.00
2	#10 YELLOW TRACING WIRE PE 30, SOLID COPPER, 2500 FEET - PROLINE	5,000	FT	\$0.20	\$1,000.00	\$0.28	\$1,400.00
3	#12 YELLOW TRACING WIRE PE 30 SOLID COPPER, 500 FEET - PROLINE	30,000	FT	\$0.12	\$3,600.00	\$0.19	\$5,700.00
4	#12 YELLOW TRACING WIRE PE 30, SOLID COPPER, 2500 FEET ROLL - PROLINE	46,000	FT	\$0.12	\$5,520.00	\$0.19	\$8,740.00
5	#12/#10 YELLOW WIRE CONNECTORS WITH SEALANT - PROLINE	1,400	EA	\$2.05	\$2,870.00	\$2.75	\$3,850.00
6	½" CTS .090 PE 2708 6500 GAS TUBING 500 FEET ROLL - PERFORMANCE PIPE	35,000	FT	\$0.28	\$9,800.00	N/R	\$0.00
7	¾" IPS .090 PE 2406 6500 GAS TUBING 500 FEET ROLL - PERFORMANCE PIPE	6000	FT	\$0.41	\$2,460.00	\$0.43	\$2,580.00
8	2" IPS SDR 11 PE2406 6500 GAS PIPE 500 FEET ROLL - PERFORMANCE PIPE	40000	FT	\$0.95	\$38,000.00	\$1.04	\$41,600.00
9	4" IPS SDR 11 PE2406 6500 GAS PIPE 40 FOOT STICK - PERFORMANCE PIPE	2000	FT	\$3.30	\$6,600.00	\$3.70	\$7,400.00
10	4" IPS SDR 11 PE2406 6500 GAS PIPE TUBING 500 FEET ROLL - PERFORMANCE PIPE	75000	FT	\$3.45	\$258,750.00	\$3.74	\$280,500.00
11	6" IPS SDR 11 PE2406 6500 GAS PIPE 40 FOOT STICK - PERFORMANCE PIPE	1000	FT	\$7.15	\$7,150.00	\$8.00	\$8,000.00
12	2" IPS PE 3408/4710 ELECTROFUSE CPLG - IPEX OR FRIALEN	500	EA	\$10.50	\$5,250.00	N/R	\$0.00
13	2" x 5/8" E-FUSE TAP TEE KIT W/800 EFV INSTALLED - IPEX OR FRIALEN	400	EA	\$65.00	\$26,000.00	\$67.00	\$26,800.00
14	2" IPS SDR11 PE 2708 BFUSE 90 EL - PERFORMANCE PIPE	5	EA	\$6.00	\$30.00	\$6.50	\$32.50
15	2" IPS SDR11 PE 2708 BFUSE TEE - PERFORMANCE PIPE	15	EA	\$7.50	\$112.50	\$6.00	\$90.00
16	2" IPS SDR11 PE 2708 BFUSE CAP - PERFORMANCE PIPE	30	EA	\$3.00	\$90.00	\$7.50	\$225.00
17	2" IPS SDR11 PE 2708 POLY VALVE , FULL PORT, 1.90" MINIMUM PORT, BW x BW, 2" SQUARE HEAD, POSITION INDICATION, OVER-TORQUE PROTECTION - KEROTEST	20	EA	\$68.00	\$1,360.00	\$70.00	\$1,400.00
18	3" IPS PE 3408/4710 ELECTROFUSE CPLG - IPEX OR FRIALEN	6	EA	\$22.00	\$132.00	\$23.00	\$138.00

BID TABULATION

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19	4" IPS PE 3408/4710 ELECTROFUSE CPLG - IPEX OR FRIALEN	60	EA	\$32.00	\$1,920.00	N/R	\$0.00
20	4" IPS SDR 11 PE 2708 BFUSE 90 EL - PERFORMANCE PIPE	5	EA	\$13.00	\$65.00	\$21.00	\$105.00
21	4" IPS SDR 11 PE 2708 BFUSE TEE - PERFORMANCE PIPE	20	EA	\$16.00	\$320.00	\$23.00	\$460.00
22	4" IPS SDR 11 PE 2708 BFUSE CAP - PERFORMANCE PIPE	10	EA	\$9.00	\$90.00	\$14.00	\$140.00
23	4"x2" IPS SDR 11 PE 2708 BFUSE REDUCER	20	EA	\$9.00	\$180.00	\$13.00	\$260.00
24	4" IPS SDR11 PE 2708 POLY VALVE , FULL PORT, 3.63" MINIMUM PORT, , BW x BW, 2" SQUARE HEAD, POSITION INDICATION, OVER-TORQUE PROTECTION - KEROTEST	15	EA	\$210.00	\$3,150.00	\$205.00	\$3,075.00
25	6" IPS PE 3408/4710 ELECTROFUSE CPLG - IPEX OR FRIALEN	25	EA	\$80.00	\$2,000.00	N/R	\$0.00
26	6" SDR11 IPS PE 2708, BFUSE TEE	15	EA	\$36.00	\$540.00	\$60.00	\$900.00
27	6"x4" SDR11 IPS PE 2708, BFUSE REDUCER	10	EA	\$23.00	\$230.00	\$36.00	\$360.00
28	¾" x 5/8" PE 2708 GAS RISER PIGTAIL - PERFECTION	400	EA	\$20.00	\$8,000.00	\$21.00	\$8,400.00
29	¾" x 3/4" PE 2708 GAS RISER WITH PIGTAIL - PERFECTION	50	EA	\$30.00	\$1,500.00	\$34.00	\$1,700.00
30	½" CTS METFIT STYLE COUPLING - METFIT	1500	EA	\$9.50	\$14,250.00	\$8.37	\$12,555.00
31	½" CTS METFIT STYLE DEAD END - METFIT	50	EA	\$11.50	\$575.00	\$7.63	\$381.50
32	¾" IPS METFIT STYLE COUPLING - METFIT	500	EA	\$18.50	\$9,250.00	\$17.17	\$8,585.00
33	¾" IPS METFIT STYLE DEAD END - METFIT	25	EA	\$16.00	\$400.00	\$14.17	\$354.25
34	3/4" X 5/8" METFIT STYLE REDUCER - METFIT	25	EA	\$23.00	\$575.00	\$22.31	\$557.75
35	1/2" CTS METFIT STYLE TEE - METFIT	25	EA	\$19.50	\$487.50	\$20.24	\$506.00
36	3/4" CTS METFIT STYLE TEE - METFIT	10	EA	\$32.00	\$320.00	\$29.55	\$295.50
37	2" x 5/8" NO EFV TAP TEE - IPEX OR FRIALEN	25	EA	\$21.00	\$525.00	\$32.00	\$800.00
38	2" x 3/4" NO EFV ELECTROFUSE TAP TEE BF OUTLET - IPEX OR FRIALEN	50	EA	\$24.00	\$1,200.00	\$31.00	\$1,550.00
39	4" x 5/8 NO EFV TAP TEE - IPEX OR FRIALEN - IPEX OR FRIALEN	100	EA	\$28.00	\$2,800.00	\$34.00	\$3,400.00
40	4" x 3/4" NO EFV ELECTROFUSE TAP TEES BF OUTLET - IPEX OR FRIALEN	50	EA	\$39.00	\$1,950.00	N/R	\$0.00
41	1" ELECTROFUSE COUPLING - IPEX OR FRIALEN	5	EA	\$9.25	\$46.25	\$12.00	\$60.00

BID TABULATION

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42	3/4" ELECTROFUSE COUPLING - IPEX OR FRIALEN	5	EA	\$8.00	\$40.00	\$10.00	\$50.00
43	5/8" ELECTROFUSE COUPLING - IPEX OR FRIALEN	5	EA	\$7.25	\$36.25	\$10.00	\$50.00
44	5/8" 800 CFH PE STICK EFV - UMAC	50	EA	\$20.50	\$1,025.00	\$25.25	\$1,262.50
45	3/4" 800 CFH PE STICK EFV - UMAC	50	EA	\$29.00	\$1,450.00	\$26.85	\$1,342.50
46	3/4" PE BUTT FUSE FULL PORT CURB VALVE (KEROTEST P/N 99047511)	50	EA	\$28.00	\$1,400.00	\$37.00	\$1,850.00
47	3/4" MERCH STEEL BLK SQ HEAD PLUG-DOMESTIC OR SMITH COOPER	200	EA	\$0.70	\$140.00	\$1.30	\$260.00
48	3/4" STD MI BLK COUPLING - DOMESTIC OR SMITH COOPER	300	EA	\$2.65	\$795.00	\$2.30	\$690.00
49	3/4" x CLOSE STD BLK STL NIPPLE - DOMESTIC OR SMITH COOPER	400	EA	\$0.72	\$288.00	\$1.05	\$420.00
50	3/4" X 2" STD BLK STL NIPPLE - DOMESTIC OR SMITH COOPER	100	EA	\$0.85	\$85.00	\$1.10	\$110.00
51	3/4" X 3" STD BLK STL NIPPLE - DOMESTIC OR SMITH COOPER	100	EA	\$1.05	\$105.00	\$1.25	\$125.00
52	3/4" X 4" STD BLK STL NIPPLE - DOMESTIC OR SMITH COOPER	100	EA	\$1.20	\$120.00	\$1.55	\$155.00
53	3/4" X 6" STD BLK STL NIPPLE - DOMESTIC OR SMITH COOPER	200	EA	\$1.70	\$340.00	\$2.20	\$440.00
54	3/4" x 7" STD BLK NIPPLE - DOMESTIC OR SMITH COOPER	200	EA	\$3.50	\$700.00	\$3.60	\$720.00
55	3/4" X 8" STD BLK STL NIPPLE - DOMESTIC OR SMITH COOPER	100	EA	\$2.70	\$270.00	\$3.60	\$360.00
56	3/4" X 12" STD BLK STL NIPPLE - DOMESTIC OR SMITH COOPER	400	EA	\$3.00	\$1,200.00	\$4.70	\$1,880.00
57	3/4" x 18" STD BLK NIPPLE - DOMESTIC OR SMITH COOPER	50	EA	\$8.00	\$400.00	\$6.50	\$325.00
58	1" STD MI BLK COUPLING - DOMESTIC OR SMITH COOPER	300	EA	\$3.15	\$945.00	\$3.40	\$1,020.00
59	1" STD MI BLK 90 EL - DOMESTIC OR SMITH COOPER	600	EA	\$2.75	\$1,650.00	\$3.00	\$1,800.00
60	1" X CLOSE STD BLK STL NIPPLE - DOMESTIC OR SMITH COOPER	100	EA	\$1.15	\$115.00	\$1.50	\$150.00
61	1" X 2" STD BLK STL NIPPLE - DOMESTIC OR SMITH COOPER	50	EA	\$1.20	\$60.00	\$1.60	\$80.00
62	1" X 3" STD BLK STL NIPPLE - DOMESTIC OR SMITH COOPER	300	EA	\$1.40	\$420.00	\$1.75	\$525.00
63	1" X 4" STD BLK STL NIPPLE - DOMESTIC OR SMITH COOPER	100	EA	\$1.55	\$155.00	\$2.15	\$215.00
64	1" X 6" STD BLK STL NIPPLE - DOMESTIC OR SMITH COOPER	200	EA	\$2.25	\$450.00	\$3.00	\$600.00

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65	1" x 7" STD BLK NIPPLE - DOMESTIC OR SMITH COOPER	100	EA	\$4.50		\$450.00		\$4.90	\$490.00
66	2" STD MI BLK STL COUPLING - DOMESTIC OR SMITH COOPER	10	EA	\$7.95		\$79.50		\$8.60	\$86.00
67	2" STD MI BLK STL 90 EL - DOMESTIC OR SMITH COOPER	25	EA	\$9.95		\$248.75		\$10.20	\$255.00
68	2" x CLOSE STD BLK STL NIPPLE - DOMESTIC OR SMITH COOPER	25	EA	\$2.68		\$67.00		\$3.20	\$80.00
69	2" x 3" STD BLK STL NIPPLE - DOMESTIC OR SMITH COOPER	25	EA	\$3.10		\$77.50		\$3.65	\$91.25
70	2" x 4" STD BLK STL NIPPLE - DOMESTIC OR SMITH COOPER	25	EA	\$3.50		\$87.50		\$4.40	\$110.00
71	2" x 6" STD BLK STL NIPPLE - DOMESTIC OR SMITH COOPER	25	EA	\$4.35		\$108.75		\$6.00	\$150.00
72	¾" BRASS MTR STOP BALL VALVE W/LOCKWING (RUB)	500	EA	\$11.35		\$5,675.00		\$17.50	\$8,750.00
73	1" PITT METER SWIVEL SETS (1-1/4" NUT, 1"PITT SWIVEL) - CENTRAL	20	EA	\$11.25		\$225.00		\$16.00	\$320.00
74	1" PITT METER WASHERS	40	EA	\$0.50		\$20.00		\$0.50	\$20.00
75	45 LT METER SWIVEL SETS (NUT AND SWIVEL) - CENTRAL	200	EA	\$21.25		\$4,250.00		\$42.00	\$8,400.00
76	45 LT METER WASHERS	350	EA	\$0.55		\$192.50		\$0.60	\$210.00
77	BARREL LOCKS FOR GAS L/W - BROOKS	500	EA	\$2.85		\$1,425.00		N/B	\$0.00
78	BARREL LOCK KEYS - BROOKS	10	EA	\$70.00		\$700.00		N/B	\$0.00
79	16 OZ. PIPE THREAD SEALANT - JOMAR GIMME THE GREEN	48	EA	\$16.50		\$792.00		\$18.00	\$864.00
80	1 GALLON LOW TEMP LEAK SOAP - SHERLOCK	50	EA	\$21.00		\$1,050.00		\$18.00	\$900.00
81	4" x 5/8" EF TAP TEE W/EFV 800 - IPEX OR FRIALEN	100	EA	\$69.00		\$6,900.00		\$70.00	\$7,000.00
82	1" x ¾" BLK BELL REDUCER - DOMESTIC OR SMITH COOPER	250	EA	\$3.90		\$975.00		N/B	\$0.00
83	2" INSULATED UNIONS - DOMESTIC OR SMITH COOPER	25	EA	\$39.00		\$975.00		\$42.00	\$1,050.00
84	1" NO BLO TEE - MUELLER	10	EA	\$74.00		\$740.00		N/B	\$0.00
85	#79344 STEM O-RING 1" (NO-BLO GASKET) - MUELLER	25	EA	\$2.30		\$57.50		N/B	\$0.00
86	#79345 CAP O-RING 1" (NO-BLO GASKET) - MUELLER	25	EA	\$3.45		\$86.25		N/B	\$0.00
87	¾" STEEL SOCKET WELD 3000# COUPLING - WELDBEND OR DOMESTIC	5	EA	\$2.95		\$14.75		N/B	\$0.00

BID TABULATION

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88	1" STEEL SOCKET WELD 3000# COUPLING - WELDBEND OR DOMESTIC	5	EA	\$3.75		\$18.75		N/B	\$0.00
89	3/4" WPHY52 STD WELD CAP STEEL - WELDBEND OR DOMESTIC	25	EA	\$13.00		\$325.00		N/B	\$0.00
90	1" WPHY52 STD WELD CAP STEEL - WELDBEND OR DOMESTIC	25	EA	\$15.00		\$375.00		N/B	\$0.00
91	2" WPHY-52 STEEL WELD CAPS - WELDBEND OR DOMESTIC	25	EA	\$77.00		\$1,925.00		\$63.00	\$1,575.00
92	2" WPHY-52 STEEL WELD 90 DEGREE ELL. - WELDBEND OR DOMESTIC	25	EA	\$65.00		\$1,625.00		\$59.00	\$1,475.00
93	3/4" x 6" SCH80 TOE NIPPLE (WELD END BEVELED) - DOMESTIC OR SMITH COOPER	50	EA	\$7.00		\$350.00		N/B	\$0.00
94	3/4" x 12" SCH80 TOE NIPPLE (WELD END BEVELED) - DOMESTIC OR SMITH COOPER	50	EA	\$16.50		\$825.00		N/B	\$0.00
95	3/4" STEEL WELD BY WELD 800 EFV - PERFECTION	10	EA	\$35.00		\$350.00		\$102.00	\$1,020.00
96	25"-36" PLASTIC VALVE BOX W/ CAST IRON COLLAR	50	EA	\$100.00		\$5,000.00		N/B	\$0.00
97	20" EXTENSION FOR PLASTIC VALVE BOX	50	EA	\$30.00		\$1,500.00		N/B	\$0.00
98	5 -1/4 " "GAS" LID FOR VALVE BOX	50	EA	\$11.00		\$550.00		N/B	\$0.00
99	2" CAST IRON COLLAR RISER FOR 5 1/4 VALVE LID	20	EA	\$10.50		\$210.00		N/B	\$0.00
100	4" CAST IRON COLLAR RISER FOR 5 1/4 VALVE LID	20	EA	\$16.50		\$330.00		N/B	\$0.00
101	6" CAST IRON COLLAR RISER FOR 5 1/4 VALVE LID	20	EA	\$21.00		\$420.00		N/B	\$0.00
102	2" CASE H-35 TAPECOAT GRAY WRAP - TAPECOAT	5	CS	\$295.00		\$1,475.00		N/B	\$0.00
103	4" CASE H-35 TAPECOAT GRAY WRAP - TAPECOAT	5	CS	\$305.00		\$1,525.00		N/B	\$0.00
104	4-1/2" x 6' SCH 40 A500 GRADE B DOMESTIC STEEL PIPE BOLLARD - DOMESTIC	50	EA	\$95.00		\$4,750.00		N/B	\$0.00
105	4" SCH 40 PVC BOLLARD CAPS	50	EA	\$9.00		\$450.00		N/B	\$0.00

BID TABULATION

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106	RHINO TRIVIEW TEST STATION: 66", YELLOW, UV STABLE, WITH TWO INSIDE TERMINALS AND A BLACK CAP (P/N TVTI66YB2) WITH LAWRENCEVILLE GAS DECAL (SD-9546); 2 7/8" X 16", WHITE, 5- BLK/YLW/811, WARNING GAS PIPELINE, 811, IN EMERGENCY CALL CITY OF LAWRENCEVILLE DAY TIME: 770-963-3332, EVENING: 770-963-2443 - RHINO	200	EA	\$26.00	\$5,200.00	\$39.00	\$7,800.00
107	RHINO TRIVIEW PIPELINE MARKER: 66" WITH BLACK CAP, UV STABLE YELLOW, (P/N TVF66YB) WITH LAWRENCEVILLE GAS DECAL (SD9546) - RHINO	200	EA	\$39.00	\$7,800.00	\$29.00	\$5,800.00
	TOTAL			\$492,488.25		\$495,176.75	
Will vendor hold pricing firm? Renewal Option 1				2% - 5% Increase		No	
Will vendor hold pricing firm? Renewal Option 2				2% - 5% Increase		No	
Will vendor hold pricing firm? Renewal Option 3				2% - 5% Increase		No	
Will vendor hold pricing firm? Renewal Option 4				2% - 5% Increase		No	

Recommended vendors:

Consolidated Pipe & Supply Co., Inc.
194 Hurricane Shoals Road
Lawrenceville, GA 30045
P: 770-822-9664
email: proot@consolidatedpipe.com

United Supply Int. Inc. d/b/a Utilities Supply, Inc.
575 Loganville Hwy.
Winder, GA 30680
P: 770-868-0516
email: don@utilitiessupply.com



LAWRENCEVILLE

GEORGIA

AGENDA REPORT

MEETING: REGULAR SESSION, APRIL 26, 2021

AGENDA CATEGORY: CONSENT AGENDA

Item:	Purchase of Police Uniforms on an Annual Contract
Department:	Police
Date of Meeting:	Monday, April 26, 2021
Fiscal Impact:	\$75,203.72
Presented By:	Tim Wallis, Chief of Police
Action Requested:	Approval to renew Purchase of Police Uniforms on an Annual Contract to Public Safety Uniform & Supply of Georgia in the amount of \$75,203.72.

Summary: This contract provides uniforms and uniform related equipment for Police Department Officers on an as needed basis. This is the second of four renewal options. There is no price increase.

Fiscal Impact: Amount of \$75,203.72. This contract is funded by the Uniforms Fund (1003200.531715) and the Small Furniture & Equipment Fund (1003200.531600).

Attachments/Exhibits:

Bid Tabulation

BID TABULATION

AQ009-19

Purchase of Police Uniforms on an Annual Contract

Police Department

				Public Safety Uniform & Supply of Georgia	
ITEM #	DESCRIPTION	APPROX. QTY		UNIT PRICE	TOTAL PRICE
1	Duty Belt	10	EA	\$58.53	\$585.30
2	5.11 Tactical Style # 59409 – 1.5” Trainer Belt	15	EA	\$32.91	\$493.65
3	Inner Belt - Style # HP-1260WL	8	EA	\$31.28	\$250.24
4	Safariland Style # Model 99 – Buckleless Reversible Duty Belt, 1.5”	10	EA	\$31.28	\$312.80
5	Coat with Softshell Liner - Black	10	EA	\$189.00	\$1,890.00
6	Horace Small Duty Flex Jacket	8	EA	\$109.00	\$872.00
7	Gerber Jacket w/ Soft Shell	8	EA	\$189.00	\$1,512.00
8	Jacket - Rain 26991	8	EA	\$87.23	\$697.84
	Jacket Liner - fleece 26950-50 (optional)	2	EA	\$230.00	\$460.00
	Jacket Liner - softshell version 26950-60 (optional)	2	EA	\$284.00	\$568.00
	Jacket Liner - light weight softshell fleece version 26950-65 (optional)	2	EA	\$245.00	\$490.00
	Jacket Liner - hivis version 26950-70 (optional)	2	EA	\$295.00	\$590.00
9	Pant - Rain	4	EA	\$44.83	\$179.32
10	Blauer - Style # 8650 - 4-Pkt Polyester Trousers (Traditional Uniform)	60	EA	\$35.99	\$2,159.40
11	Blauer Style #: 8650 - 4-Pkt Polyester Trousers - Women's (Traditional Uniform)	20	EA	\$35.99	\$719.80
12	Blauer Style #: 8675 – SS Shirt S-3XL (Traditional Uniform)	60	EA	\$41.00	\$2,460.00
13	Blauer Style #: 8670 – LS Shirt (Traditional Uniform)	20	EA	\$45.00	\$900.00
14	Blauer - Style # 8657 - 6-Pkt Polyester Trousers	70	EA	\$46.00	\$3,220.00
15	Blauer - Style # 8666- FLEXRS - 6-Pkt Trousers	8	EA	\$59.00	\$472.00
16	Blauer - Style # 8666W - FLEXRS - 6 Pkt Trousers - Women's	8	EA	\$59.00	\$472.00
17	Blauer Armorskin - Style # 8371 Base Shirt, Dark Navy, Long Sleeve	40	EA	\$35.43	\$1,417.20
18	Blauer Armorskin - Style # 8372 Base Shirt, Dark Navy, Short Sleeve	80	EA	\$32.13	\$2,570.40
19	Blauer FLEXRS - Style # 8362 - Base Shirt Dark Navy, Short Sleeve	80	EA	\$43.00	\$3,440.00
20	Blauer FLEXRS - Style # 8362W - Base Shirt Dark Navy, Short Sleeve - Women's	20	EA	\$43.00	\$860.00
21	Blauer FLEXRS - Style # 8361 - Base Shirt Dark Navy, Long Sleeve	80	EA	\$48.00	\$3,840.00
22	Blauer FLEXRS - Style # 8361W - Base Shirt Dark Navy, Long Sleeve - Women's	20	EA	\$48.00	\$960.00
23	Blauer Style #: 8110X – Mock Turtleneck Shirt	10	EA	\$22.93	\$229.30
24	Tru-Spec Style #: 1061 – Tactical Response Uniform (Tru) Pants-Dark Navy	20	EA	\$47.87	\$957.40
25	Tru-Spec Style #: 1064 – Tactical Response Uniform (Tru) Pants-Olive Drab	20	EA	\$47.87	\$957.40
26	Tru-Spec Style #: 2549 – Tactical Response Uniform (Tru) Shirt-Dark Navy	20	EA	\$52.00	\$1,040.00
27	Tru-Spec Style #: 2549 – Tactical Response Uniform (Tru) Shirt-Olive Drab	40	EA	\$52.00	\$2,080.00
28	Tri-Mountain Style #: 810 Button-down L/S Shirt	15	EA	\$16.00	\$240.00
29	Tri-Mountain Style #: 808 Button-down S/S Shirt	15	EA	\$15.00	\$225.00
30	Polo Shirt w/ badge on left chest S-3XL - Long Sleeve	30	EA	\$36.64	\$1,099.20
31	Polo Shirt w/ badge on left chest S-3XL - Short Sleeve	60	EA	\$34.00	\$2,040.00
32	5.11 TacLite Pro - Pant	40	EA	\$42.00	\$1,680.00
33	5.11 - Style # 74434 - Apex Tactical - Pant	16	EA	\$69.00	\$1,104.00
34	5.11 - Style # 74369 - Stryke - Pant	30	EA	\$65.00	\$1,950.00
35	5.11 - Style # 64386 - Stryke - Pant - Women's	36	EA	\$65.00	\$2,340.00
36	5.11 Tactical Style #: 40016 – Utili-T Crew Neck T-Shirts (3Pk) White or Black	40	EA	\$33.55	\$1,342.00
37	Hero's Pride Style #9074B Rubber Belt Shirt Stay	5	EA	\$6.02	\$30.10
38	Samuel Broome Style #: 90010 – Men's 18” Clip-on Tie w/ Button Holes	5	EA	\$5.00	\$25.00
39	Samuel Broome Style #: 90043 – Men's 20” Clip-on Tie w/ Button Holes	5	EA	\$5.00	\$25.00
40	Samuel Broome Style #: 90063 – Men's 22” Clip-on Tie w/ Button Holes	5	EA	\$5.00	\$25.00
41	Blauer FLEXRS Armorskin Vest Carrier - Style #8360XP - Vest Carrier, Dark Navy	5	EA	\$94.00	\$470.00
42	Bellville Style #: TR960ZWP – Tactical Research Khyber Waterproof Zipper - Boot	10	EA	\$107.00	\$1,070.00

BID TABULATION

43	UnderArmor - Style # 3021034 - Valsetz RTS 1.5 - Boot	4	EA	\$125.00	\$500.00
44	UnderArmor - Style # 3021037 - Valsetz RTS 1.5 - Women's Boot	4	EA	\$125.00	\$500.00
45	UnderArmor - Style # 1268951 - Stellar - Boot	10	EA	\$83.00	\$830.00
46	UnderArmor - Style # 1303129 - Stellar Side Zip - Boot	5	EA	\$83.00	\$415.00
47	Blauer - Style # FW016LT - Clash LT 6" - Boot	5	EA	\$150.00	\$750.00
48	Blauer - Style #FW034 - Clash 4" - Shoe	5	EA	\$139.00	\$695.00
49	Blauer - Style # GW056 - Crush Boot - Black	5	EA	\$104.00	\$520.00
50	5.11 - Style # 12394 - A.T.A.C. 2.0 - 6" Side Zip - Boot	5	EA	\$95.00	\$475.00
51	5.11 - Style # 12394 - A.T.A.C. 2.0 - 6" Side Zip Desert - Boot	5	EA	\$95.00	\$475.00
52	Bates Style #: E00942 – Black High Gloss Oxfords - Shoes	5	EA	\$55.00	\$275.00
53	Blauer - Style #GL101 Frisk Glove XS-XL	20	EA	\$15.79	\$315.80
54	Vest - Traffic	10	EA	\$44.00	\$440.00
55	Belt Keeper - hidden snap	8	EA	\$18.63	\$149.04
56	Baton - Expandable - Talon - 60cm w/button release 26"	20	EA	\$102.00	\$2,040.00
57	Baton Holder Scabbard - Envoy	20	EA	\$41.07	\$821.40
58	Charger - streamlight	10	EA	\$19.00	\$190.00
59	Flashlight - LED Rechargeable w/standard charger	10	EA	\$111.26	\$1,112.60
60	Flashlight - Weapon Mounted	30	EA	\$127.92	\$3,837.60
61	Flashlight - Strion LED-74301	10	EA	\$112.00	\$1,120.00
61	Flashlight holder - open-top mini-flashlight	8	EA	\$21.45	\$171.60
62	Flashlight Ring - snap	2	EA	\$9.13	\$18.26
63	Handcuff Case - Double	8	EA	\$41.37	\$330.96
64	Handcuff Case - Single	8	EA	\$32.43	\$259.44
65	Handcuffs - Chain	8	EA	\$46.46	\$371.68
66	Handcuffs - Hinged	8	EA	\$59.11	\$472.88
67	Hat - Uniform	8	EA	\$39.00	\$312.00
68	Holster - Concealment	10	EA	\$51.20	\$512.00
69	Holster - Uniform - Level 3	30	EA	\$122.18	\$3,665.40
70	Holster Adjustable Belt Loop for 2.25" belt	10	EA	\$4.22	\$42.20
71	Holster Quick Attachment System	10	EA	\$31.31	\$313.10
72	Magazine Holder - open top - double	6	EA	\$14.91	\$89.46
73	Magazine Holder - double - covered - snap closure	8	EA	\$29.43	\$235.44
74	Magazine Holder - open top - triple	6	EA	\$21.40	\$128.40
75	OC Holder	6	EA	\$25.46	\$152.76
76	Radio Holder	8	EA	\$25.46	\$203.68
77	Safety Wand - orange - for flashlight	5	EA	\$4.85	\$24.25
78	Tourniquet (Gen 7), Black	12	EA	\$32.43	\$389.16
79	Tourniquet Case, Black, Basket Weave, Belt Carrier	12	EA	\$34.23	\$410.76
80	Capt Bars	5	EA	\$19.50	\$97.50
81	Collar Brass	10	EA	\$22.00	\$220.00
TOTAL				\$75,203.72	
Will vendor hold pricing firm? Renewal Option 1				No Increase	
Will vendor hold pricing firm? Renewal Option 2				No Increase	
Will vendor hold pricing firm? Renewal Option 3				No Increase	
Will vendor hold pricing firm? Renewal Option 4				No Increase	

Recommended Vendor:

Public Safety Uniform & Supply of Georgia

3970 Atlanta Hwy Ste B

Athens, GA 30606

706-521-3535

julie@publicsafetyuniform.com



LAWRENCEVILLE

GEORGIA

AGENDA REPORT
MEETING: REGULAR SESSION, APRIL 26, 2021
AGENDA CATEGORY: CONSENT

Item: Utility Easement for 975 Old Norcross Road

Department: Electric Department

Date of Meeting: Monday, April 26, 2021

Fiscal Impact:

Presented By: Barry Mock, Assistant City Manager

Action Requested: Approve the utility easement for 975 Old Norcross Road and Authorize the Mayor to execute documents upon review and approval of City Attorney.

Fiscal Impact:

Attachments/Exhibits:

Easement Agreement
Easement Exhibit A and B

RETURN TO:

Thompson, Sweeny, Kinsinger & Pereira P.C.
 P.O. Drawer 1250
 Lawrenceville, GA 30046

UTILITY EASEMENT

STATE OF GEORGIA
 COUNTY OF GWINNETT

In consideration of Ten Dollars (\$10.00) and other good and valuable consideration, receipt of which is hereby acknowledged, **1005 Raco Court Owner LLC**, a Foreign Limited Liability Company authorized to conduct business in Georgia, (hereinafter Grantor) does hereby give, grant and convey to the **City of Lawrenceville, Georgia**, a Georgia Municipal Corporation, (hereinafter Grantee) its successors and assigns, the non-exclusive right, privilege and easement to go in, upon, under, along, over, and across that tract of land owned by the Grantor in Land Lot 112 of the 5th Land District of Gwinnett County, Georgia (being a part of Gwinnett County tax parcel R5112 256) described as 15' Power Easement 2 (11,536 sq. ft.) on the plat and descriptions dated February 19, 2021 (the "Easement Area"), which are attached hereto as Exhibit A and Exhibit B and incorporated herein by reference.

Said easement shall include the right to construct, maintain, operate, repair, and replace public electric utilities, lines, wires, and other necessary apparatus, fixtures and appliances within the Easement Area; together with the right at all times to enter upon said Easement Area for the purpose of inspecting said utilities, making repairs, renewals, and alterations thereon, thereunder, thereto or therefrom. Notwithstanding the foregoing, any installation of aboveground facilities shall be subject to the prior approval of Grantor, which approval shall not be unreasonably withheld, conditioned or delayed.

The Grantor retains, reserves, and shall continue to enjoy use of the service of such property for any and all purposes which do not unreasonably interfere with and prevent the use by Grantee of this Utility Easement.

The Grantee shall install, construct, operate, repair, maintain, and renew any utility on the Easement Area at Grantee's entire and sole cost.

Grantee agrees to repair and restore the land of the Grantor as close as practically possible to the condition of said property immediately prior to such installation, construction, operation, repair, or maintenance of the utility infrastructure.

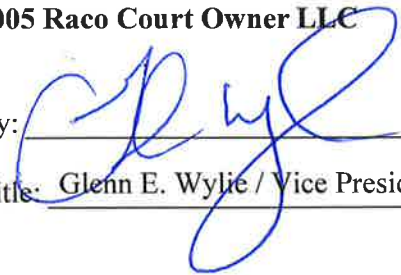
The undersigned does not convey any land but merely grants the right, privileges, and easements herein before set out.

TO HAVE AND TO HOLD the said described easement unto the said Grantee, its successors and assigns, for all purposes consistent with the easement rights granted herein forever.

IN WITNESS WHEREOF, the undersigned has hereunto set his/her hand and seal this ____ day of March, 2021.

Grantor:

1005 Raco Court Owner LLC

By:  [Seal]

Title: Glenn E. Wylie / Vice President


Unofficial Witness

Notary Public

[Notary Seal]

Grantee:

City of Lawrenceville, Georgia

Unofficial Witness

By: _____ [Seal]

Title: _____

Notary Public

Attest:

[Notary Seal]

Karen Pierce, City Clerk

[Corporate Seal]

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REVISIONS		
DATE	BY	DESCRIPTION

		EXISTING	PROPOSED
SSE	SANITARY SEWER EASEMENT	---	-
DE	DRAINAGE EASEMENT	---	-
LLL	LAND LOT LINE	---	-
R	PROPERTY LINE	---R---	-
CL	CENTERLINE	---	-
R/W	RIGHT-OF-WAY	---	-
BOC	BACK OF CURB	---	-
EP	EDGE OF PAVEMENT	---	-
RBF	REBAR FOUND	oo	-
IPF	IRON PIN FOUND	o	-
PP	POWER/UTILITY POLE	o	-
	TREE	o	-
FH	FIRE HYDRANT	o	-
	WATER LINE	W	-
SSMH	SANITARY SEWER MANHOLE	S	-
SS	SANITARY SEWER	SS	-
	STORM SEWER	---	-
	FENCE LINE	x	-

LEGEND

N/F	NOW OR FORMERLY
P.O.C.	POINT OF COMMENCEMENT
P.O.B.	POINT OF BEGINNING
PB DB PG	PLAT BOOK DEED BOOK PAGE
PUE	PERMANENT UTILITY EASEMENT
TCE	TEMPORARY CONSTRUCTION EASEMENT

—THIS PLAT WAS PREPARED FOR THE EXCLUSIVE USE OF THE PERSON(S) OR ENTITY NAMED IN THE CERTIFICATE HEREON. SAID CERTIFICATE DOES NOT EXTEND TO ANY UNNAMED PERSON WITHOUT AN EXPRESS RE-CERTIFICATION BY THE SURVEYOR NAMING SAID PERSON. PURSUANT TO RULE 180-6.09 OF THE GEORGIA STATE BOARD OF REGISTRATION FOR PROFESSIONAL ENGINEERS AND LAND SURVEYORS, THE TERM "CERTIFY" OR "CERTIFICATION RELATING TO LAND SURVEYING SERVICES SHALL MEAN A SIGNED STATEMENT BASED ON FACTS AND KNOWLEDGE KNOWN TO THE LAND SURVEYOR AND IS NOT A GUARANTEE OR WARRANTY EITHER EXPRESSED OR IMPLIED.

—INFORMATION REGARDING THE REPUTED PRESENCE, SIZE, CHARACTER AND LOCATION OF EXISTING UNDERGROUND UTILITIES AND STRUCTURES IS SHOWN HEREON. THERE IS NO CERTAINTY OF THE ACCURACY OF THIS INFORMATION AND IT SHALL BE CONSIDERED IN THAT LIGHT BY THOSE USING THIS DRAWING. THE LOCATION AND ARRANGEMENT OF UNDERGROUND UTILITIES AND STRUCTURES SHOWN HEREON MAY BE INACCURATE AND UTILITIES AND STRUCTURES NOT SHOWN MAY BE ENCOUNTERED. THE OWNER, HIS EMPLOYEES, HIS CONSULTANTS AND HIS CONTRACTORS SHALL HEREBY DISTINCTLY UNDERSTAND THAT THE SURVEYOR IS NOT RESPONSIBLE FOR THE CORRECTNESS OR SUFFICIENCY OF THIS INFORMATION.

Parcel: AS NOTED	Owner: 1005 RACO COURT OWNER, LLC	
Date: 2/19/21		
Land Lot: 112		
District: 5th	County: GWINNETT, GA	
Job #: S21026	Scale: 1" = 100'	
Field By: JAH	Drawn By: NAP	Checked By: DEJ



PRECISION
Planning Inc.

planners • engineers • architects • surveyors

Georgia Land Surveying Firm COA # LSF000313
400 Pike Boulevard, Lawrenceville, Ga 30046
770.338.8000 • www.ppi.us • info@ppi.us

EQUIPMENT USED:

A TRIMBLE S6 ROBOTIC TOTAL STATION & A CHAMPION TKO GNSS ROVER, CONNECTED TO THE eGPS GNSS REAL TIME NETWORK WAS USED TO OBTAIN THE LINEAR & ANGULAR MEASUREMENTS USED IN THE PREPARATION OF THIS PLAT.

PLAT CLOSURE STATEMENT:

THIS PLAT HAS BEEN CALCULATED FOR CLOSURE & IS ACCURATE WITHIN ONE FOOT IN 314,402 FEET.

FIELD CLOSURE STATEMENT:

THE FIELD DATA UPON WHICH THIS PLAT IS BASED HAS A CLOSURE PRECISION OF ONE FOOT IN 100,295 & AN ANGULAR ERROR OF 3.6 SECONDS PER ANGLE POINT & WAS ADJUSTED USING LEAST SQUARES.

THE FIELD SURVEY WAS COMPLETED ON 2/17/21.

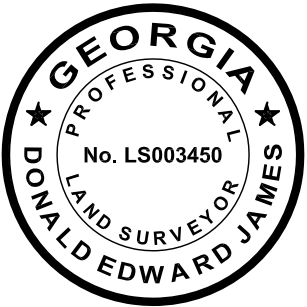
AREA SUMMARY CHART

1005 RACO COURT OWNER, LLC
PARCEL # 5112 256 & 5112 003

POWER EASEMENT 1
= 0.265 ACRES (11,564 S.F.)

POWER EASEMENT 2
= 0.265 ACRES (11,536 S.F.)

TOTAL POWER EASEMENT
= 0.530 ACRES (23,100 S.F.)

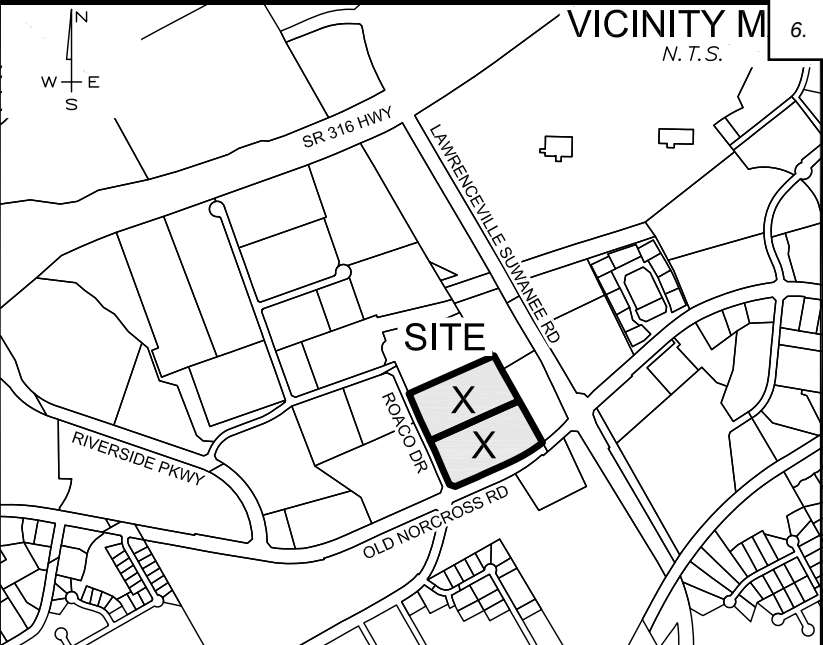


PAGE SUMMARY:

- 1.) COVER SHEET/NOTES/AREA SUMMARY
- 2.) EASEMENT PLAT WITH LINE TABLE

NOTES:

- 1.) ALL AREAS INCLUDES EASEMENTS WITHIN.
- 2.) THE TITLE RESEARCH PERFORMED IN THE PREPARATION OF THIS SURVEY IS LIMITED TO THE INFORMATION NECESSARY TO OUTLINE THE PROPERTY LINES OF THE SUBJECT PROPERTY AND THE ADJOINERS. THIS SURVEY DOES NOT CONSTITUTE A TITLE EXAMINATION, MATTERS OF RECORD WHICH AFFECT THE SUBJECT PROPERTY MAY NOT BE SHOWN HEREON.
- 3.) UNIT OF MEASUREMENTS IS U.S. SURVEY FOOT, DISTANCES SHOWN ARE HORIZONTAL AT GROUND LEVEL.



SURVEYOR CERTIFICATION

THIS PLAT IS A RETRACEMENT OF AN EXISTING PARCEL OR PARCELS OF LAND AND DOES NOT SUBDIVIDE OR CREATE A NEW PARCEL OR MAKE ANY CHANGES TO ANY REAL PROPERTY BOUNDARIES. THE RECORDING INFORMATION OF THE DOCUMENTS, MAPS, PLATS, OR OTHER INSTRUMENTS WHICH CREATED THE PARCEL OR PARCELS ARE STATED HEREON. RECORDATION OF THIS PLAT DOES NOT IMPLY APPROVAL OF ANY LOCAL JURISDICTION, AVAILABILITY OF PERMITS, COMPLIANCE WITH LOCAL REGULATIONS OR REQUIREMENTS, OR SUITABILITY FOR ANY USE OR PURPOSE OF THE LAND. FURTHERMORE, THE UNDERSIGNED LAND SURVEYOR CERTIFIES THAT THIS PLAT COMPLIES WITH THE MINIMUM TECHNICAL STANDARDS FOR PROPERTY SURVEYS IN GEORGIA AS SET FORTH IN THE RULES AND REGULATIONS OF THE GEORGIA BOARD OF REGISTRATION FOR PROFESSIONAL ENGINEERS AND LAND SURVEYORS AND AS SET FORTH IN O.C.G.A. SECTION 15-6-67.


DONALD E. JAMES, GEORGIA PLS 003450

2/19/2021
DATE:

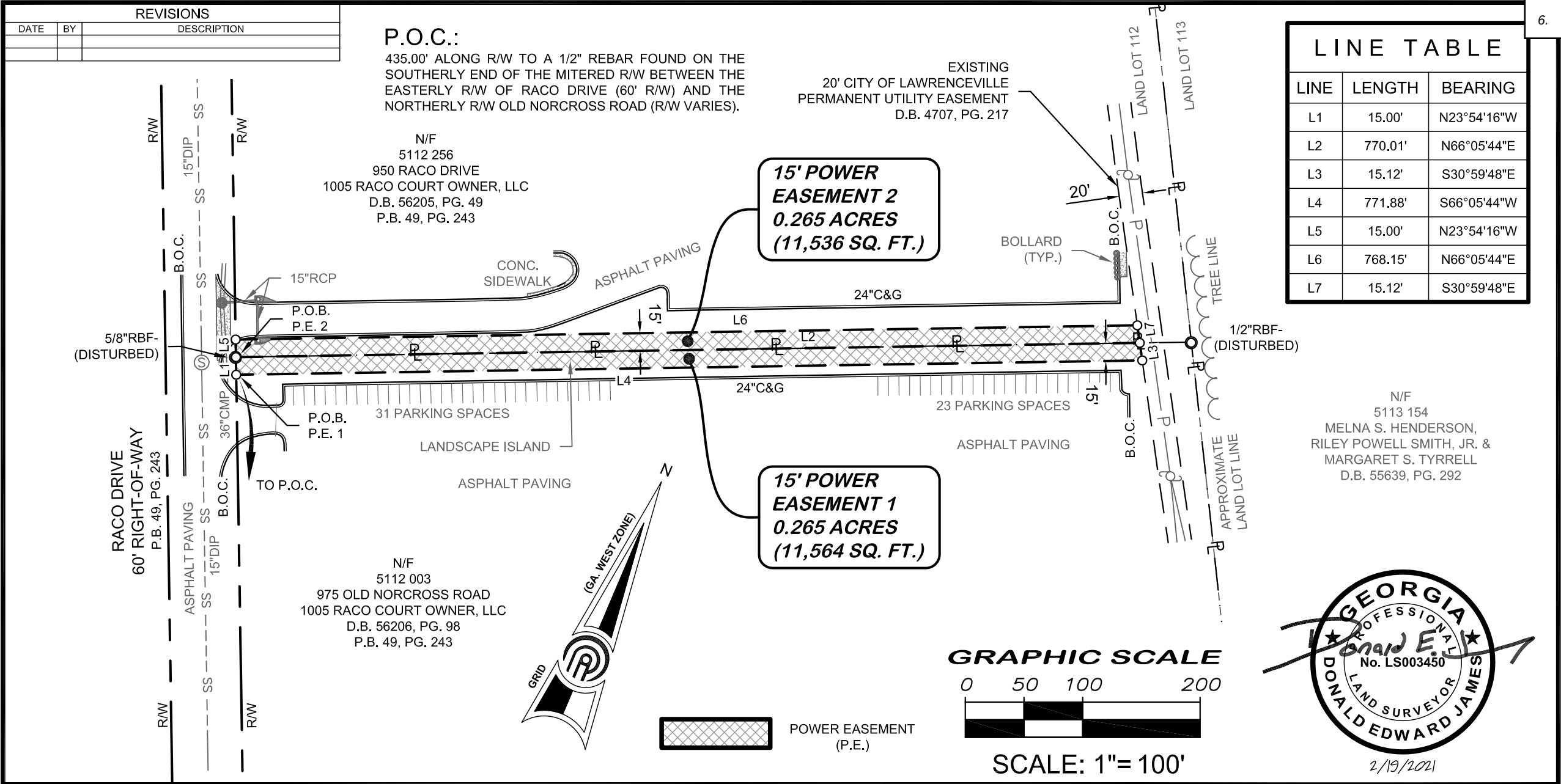
EASEMENT PLAT FOR:
CITY OF LAWRENCEVILLE

RACO DRIVE

DRAWING
NUMBER
1 OF 2

Page 17

E:\Projects\2021\21026-SV-Lawrenceville Electric - Raco Drive\Survey\21026_Easement Exhibit.dwg 2



Parcel: AS NOTED		Owner: 1005 RACO COURT OWNER, LLC		PRECISION Planning Inc. planners • engineers • architects • surveyors Georgia Land Surveying Firm COA # LSF000313 400 Pike Boulevard, Lawrenceville, Ga 30046 770.338.8000 • www.ppi.us • info@ppi.us	EASEMENT PLAT FOR: CITY OF LAWRENCEVILLE RACO DRIVE	DRAWING NUMBER 2 OF 2 Page 18
Date: 2/19/21		City: LAWRENCEVILLE				
Land Lot: 112		County: GWINNETT, GA				
District: 5th		Scale: 1" = 100'				
Job #: S21026						
Field By: JAH	Drawn By: NAP	Checked By: DEJ				

LAND DESCRIPTION
POWER EASEMENT 1
Parcel # 5112 003
1005 RACO COURT OWNER, LLC
975 OLD NORCROSS ROAD

All that tract or parcel of land lying and being in land lot 112 of the 5th District, City of Lawrenceville, Gwinnett County, Georgia and being more particularly described as follows:

To find the **POINT OF COMMENCEMENT**, begin at a ½" Rebar Found at the Southerly end of the mitered Right-of-Way between the Northerly Right-of-Way of Old Norcross Road (R/W Varies) and the Easterly Right-of-Way of Raco Drive (60' R/W); THENCE leaving said Intersection and continuing along said Right-of-Way of Raco Drive in a Northerly direction for a distance of 435.00 feet to a Point, said Point being **THE POINT OF BEGINNING**.

THENCE from said Point as thus established and continuing along said Right-of-Way, North 23 degrees 54 minutes 16 seconds West for a distance of 15.00 feet to a Point; THENCE leaving said Right-of-Way, North 66 degrees 05 minutes 44 seconds East for a distance of 770.01 feet to a Point; THENCE South 30 degrees 59 minutes 48 seconds East for a distance of 15.12 feet to a Point; THENCE South 66 degrees 05 minutes 44 seconds West for a distance of 771.88 feet to a Point on the aforesaid Right-of-Way of Raco Drive, said Point being **THE POINT OF BEGINNING**.

Said Power Easement contains 0.265 Acres (11,564 Square Feet) as shown as a Power Easement 1 on the Easement Plat for City of Lawrenceville– Raco Drive, prepared by Precision Planning, Inc. (Job# S21026), and dated 2/19/21.

**LAND DESCRIPTION
POWER EASEMENT 2
Parcel # 5112 256
1005 RACO COURT OWNER, LLC
950 RACO DRIVE**

All that tract or parcel of land lying and being in land lot 112 of the 5th District, City of Lawrenceville, Gwinnett County, Georgia and being more particularly described as follows:

To find the **POINT OF COMMENCEMENT**, begin at a ½" Rebar Found at the Southerly end of the mitered Right-of-Way between the Northerly Right-of-Way of Old Norcross Road (R/W Varies) and the Easterly Right-of-Way of Raco Drive (60' R/W); THENCE leaving said Intersection and continuing along said Right-of-Way of Raco Drive in a Northerly direction for a distance of 435.00 feet to a Point; THENCE continuing along said Right-of-Way, North 23 degrees 54 minutes 16 seconds West for a distance of 15.00 feet to a Point, said Point being **THE POINT OF BEGINNING**.

THENCE from said Point as thus established and continuing along said Right-of-Way, North 23 degrees 54 minutes 16 seconds West for a distance of 15.00 feet to a Point; THENCE leaving said Right-of-Way, North 66 degrees 05 minutes 44 seconds East for a distance of 768.15 feet to a Point; THENCE South 30 degrees 59 minutes 48 seconds East for a distance of 15.12 feet to a Point; THENCE South 66 degrees 05 minutes 44 seconds West for a distance of 770.01 feet to a Point on the aforesaid Right-of-Way of Raco Drive, said Point being **THE POINT OF BEGINNING**.

Said Power Easement contains 0.265 Acres (11,536 Square Feet) as shown as a Power Easement 2 on the Easement Plat for City of Lawrenceville– Raco Drive, prepared by Precision Planning, Inc. (Job# S21026), and dated 2/19/21.



LAWRENCEVILLE

GEORGIA

AGENDA REPORT

MEETING: REGULAR MEETING, APRIL 26, 2021

AGENDA CATEGORY: PUBLIC HEARING NEW BUSINESS

Item: SUP2021-00044; Christopher Thomas; 533 and 543 John Connor Court

Department: Planning and Development

Date of Meeting: Monday, April 26, 2021

Presented By: Todd Hargrave, Planning and Development Director

Department Recommendation: **DENIAL**

Planning Commission Recommendation: **TABLE TO MAY 3, 2021 PLANNING COMMISSION PUBLIC HEARING**

Summary: The applicant requests a Special Use Permit to allow an Outdoor Storage facility for the parking of tractor-trailers and recreational vehicles.

Attachments/Exhibits:

- **SUP2021-00044 REPORT**
- **SUP2021-00044 P&D RECOMMENDED CONDITIONS**
- **SUP2021-00044 ATTACHMENTS**

**CITY OF LAWRENCEVILLE
PLANNING AND DEVELOPMENT DEPARTMENT
SPECIAL USE REPORT**

CASE NUMBER: SUP2021-00044
APPLICANT: CHRISTOPHER THOMAS
CONTACT: RICHARD THOMAS
PHONE NUMBER: 678.267.5648
LOCATION: 533 AND 543 JOHN CONNOR COURT
PARCEL ID: R5177 066 AND 5177 065
ACREAGE: 4.26
PROPOSED DEVELOPMENT: TRACTOR-TRAILER AND RECREATIONAL VEHICLE
OUTDOOR STORAGE AND PARKING
DEPARTMENT RECOMMENDATION: **DENIAL**

ZONING HISTORY:

In 1972, the subject property was zoned BG (General Business District). In 2005, the property was zoned LM (Light Manufacturing District).

PROJECT DATA:

The applicant requests a Special Use Permit to allow for the outdoor storage and parking of commercial vehicles (tractor and/or trailer) and recreational vehicles. The subject property contains approximately 4.26-acre parcel located along the eastern right-of-way of John Connor Court at its intersection with the northern right-of-way of Hurricane Shoals Road. The property is currently vacant and undeveloped.

The site plan indicates the proposed development would disturb approximately 3.63-acres and consist of 73 parking spaces. Two access points are shown on John Connor Court; no landscaping is indicated along the right-of-way. For Outdoor Storage in industrial zoning districts, the Zoning Ordinance strictly prohibits outdoor storage in a front yard area, requires landscaping within all setback areas, and prohibits outdoor storage from being visible from the various arterial and connectors traversing throughout the city limits; including Hurricane Shoals Road. Additionally, the site plan does not specifically address the requirements of the Development Regulations; which could include improvements to the right-of-way,

landscaping, sidewalks, and stormwater management facilities. As presented, the proposed outdoor storage facility may be too visible and unsightly for this location; and may not be consistent with the policies of the Zoning Ordinance and Development Regulations.

The City of Lawrenceville 2040 Comprehensive Plan and Future Development Map indicates the subject property is located within the Community Mixed Use Character Area. Policies of this character area recognize the large-scale redevelopment opportunities are present in Lawrenceville. These are areas that could accommodate a diversity of development types and densities—including revitalized, mixed-use areas—that build on the existing industrial or commercial character. Therefore, the introduction of an Outdoor Storage facility for the parking of commercial and recreational vehicles could be considered inconsistent with the 2040 Comprehensive Plan.

The area located along this segment of Hurricane Shoals Road is developed with industrial zoning and uses, with a minor commercial component located to the south. Although the proposed development may be compatible with the antiquated policies that established the existing uses and zoning in the immediate area the proposal, if approved, would contradict the core policies created by the City Council which emphasizes land uses considered to be compatible with the vision of the City Council. The proposal, as presented could be considered to be inconsistent with the vision of the future for this segment of Hurricane Shoals Road.

In conclusion, the proposed use may be inconsistent with the policies of the 2040 Comprehensive Plan, Development Regulations, and Zoning Ordinance, which were design with a focus on the future and moving on from the past. Given the aforementioned factors, the Planning and Development Department recommends **DENIAL** of the Special Use Permit.

CITY OF LAWRENCEVILLE DEPARTMENT COMMENTS:

ENGINEERING DEPARTMENT

No comment

ELECTRIC DEPARTMENT

No comment.

GAS DEPARTMENT

No comment.

CODE ENFORCEMENT

No comment

STATE CODE 36-67-3 (FMR.) REVIEW STANDARDS:

1. **Will the Special Use Permit allow a use that is suitable in view of the use and development of adjacent and nearby property?**

Due to the site's high visibility along Hurricane Shoals Road, the requested Special Use Permit for an Outdoor Storage facility allowing the parking of tractor-trailers and recreational vehicles may not be suitable at the proposed location.

2. **Will the Special Use Permit adversely affect the existing use or usability of adjacent or nearby property?**

3. *Adverse impacts on adjacent properties could be anticipated in the form of heavy traffic, noise/light intrusion, and a degraded visual appearance for the site. The proposed use may also compromise the City of Lawrenceville's vision for the future.*

3. **Does the property to be affected by the Special Use proposal have a reasonable economic use as currently zoned?**

The subject property has a reasonable economic use as currently zoned.

4. **Will the Special Use proposal result in use, which will or could cause excessive or burdensome use of existing streets, transportation facilities, utilities, or schools?**

An increase in traffic, stormwater run-off, and utility demand could be anticipated from the use of the property as proposed.

5. **Is the Special Use proposal in conformity with the policy and intent of the City of Lawrenceville comprehensive plan?**

The 2040 Future Development Map indicates the site is located within a Community Mixed-Use Character Area. This request may be considered inconsistent with policies for this character area which promotes the relocation of heavy industrial and noxious uses and discourages activities such as that being requested.

6. **Are there other existing or changing conditions affecting the use and development of the property, which give supporting grounds for either approval or disapproval of the Special Use proposal?**

The request to allow the Outdoor Storage and Parking of tractor-trailers and recreational vehicles at this location may be counter to the emphasis of the city to formalize and execute the marketing and development of the City's opportunity areas.

PLANNING AND DEVELOPMENT DEPARTMENT

RECOMMENDED CONDITIONS

Note: The following conditions are provided as a guide should the City Council choose to approve the request.

Approval of a Special Use Permit for a tractor-trailer and recreational vehicle parking/storage lot, subject to the following enumerated conditions:

1. To restrict the use of the property as follows:

- A. Light industrial uses, which may include a parking/storage lot for tractor-trailers and recreational vehicles as a special use.
- B. Buildings shall be finished with architectural treatments of glass, brick, or stacked stone. Stucco may be used as an accent material. Final architectural elevations shall be subject to review and approval by the Director of Planning and Development.
- C. Outdoor parking/storage of tractor-trailers and recreational vehicles shall be allowed to encroach 25-feet into the required front yard area along John Connor Court and Hurricane Shoals Road.
- D. Outdoor Storage and Parking shall not be located within 25-feet of the right-of-way of John Connor Court and Hurricane Shoals Road.
- E. The Special Use Permit shall be limited to a period of two years, at which time the use shall cease, or an application made for renewal.

2. To abide by the following site development considerations:

- A. Natural vegetation shall remain on the property until the issuance of a development permit.
- B. Provide a 25-foot wide landscape strip and earthen berm along John Connor Court and Hurricane Shoals Road. The earthen berm and landscaping shall provide an opaque year round visual screening at a minimum height of six feet.
- C. Provide a 15-foot wide landscape strip along the eastern and western property lines and 20-foot drainage easement.
- D. Provide a solid wood fence or slatted fence at least 6-feet in height along the inside edge of the 15-foot wide landscape strip required along the eastern and western property lines and 20-foot drainage easement, except for approved access on John Connor Court. The location of a solid wood fence or slatted fence shall be subject to review and approval by the Director of Planning and Development.

- E. Landscape plantings shall include a mix of deciduous and evergreen trees and shrubs. Trees and shrubs shall be grouped and arranged to create an effective and aesthetic visual screen. The final landscape plan shall be subject to review and approval by the Director of Planning and Development.
- F. Provide a solid wood fence, masonry wall or slatted fence at least 6-feet in height along the side and rear property lines.
- G. Earthen berms, fencing, landscaping and outdoor storage parking shall not be located within a drainage easement, pipeline easement or sanitary sewer easement.
- H. The required fencing shall not contain any signage and shall be maintained in good repair at all times. All fencing and screening shall be subject to review and approval by the Director of Planning and Development.
- I. Outdoor parking/storage of tractor-trailers and recreational vehicles shall be solely within the screened parking area.
- J. Exit/entrance design and location shall be subject to review and approval of the City Engineer.
- K. Ground signage shall be limited to monument-type sign(s), and shall be subject to review and approval by the Director of Planning & Development. The sign shall include an 8 minimum two-foot-high brick base, complementing the building's architectural treatment. The brick base shall extend at least the full width of the sign cabinet, and the sign cabinet shall be fully recessed and surrounded by the same materials. Ground sign(s) shall not exceed 6 feet in height.
- L. Dumpsters shall be located within the fenced and screened parking/storage area.
- M. Lighting shall be contained in cut-off type luminaries and shall be directed in toward the property so as not to shine directly into adjacent properties or rights-of-way.
- N. No tents, canopies, temporary banners, streamers, or roping decorated with flags, tinsel, or other similar material shall be displayed, hung, or strung on the site. No decorative balloons or hot-air balloons shall be displayed on the site. Yard and/or bandit signs, sign walkers, and sign-twirlers shall be prohibited.
- O. Peddlers and/or parking lot sales shall be prohibited.
- P. The property owner shall repaint or repair any graffiti or vandalism that occurs on the property within 72 hours.

From: [Chris T](#)
To: [Planning & Zoning](#)
Subject: SUP202-00044 Attn: planning and development Letter of intent
Date: Wednesday, February 10, 2021 4:48:51 PM

CAUTION: This email originated from outside of City of Lawrenceville. Maintain caution when opening external links/attachments.

----- Forwarded message -----

From: **Chris T** <crs.thom101@gmail.com>
 Date: Thu, Dec 3, 2020, 1:23 PM
 Subject: letter of intent
 To: Chris thomas <crs.thom101@gmail.com>

AAA A1 Trucking
 296 Buford Dr.
 PO Box 107
 Lawrenceville, GA 30046
AAAA1trucking@gmail.com

12/1/2020

City of Lawrenceville
 70 S Clayton St.
 PO Box 2200
 Lawrenceville, GA 30046

Dear City of Lawrenceville,

Our company here, AAA-A1 Trucking, is submitting this letter with the intent to build a useful and efficient truck-trailer and storage lot to better serve our community in regards to having an ideal perfect location for ones to store their heavy duty vehicles and or storage unit and trailers etc. Ones even with RV's-Campers, boats are also more than welcome to be stored at this prime location. Our plans for this Truck-Trailer parking and storage lot is definitely with the mindset and awareness of knowing how at times, especially the inopportune times it can be for many drivers to find such a lot to park their heavy duty vehicles at a location that isn't already occupied to full capacity.

We understand that a parking lot or car park, also known as a car lot, is a cleared area that is intended for parking vehicles. When we replace car for truck and combine that with trailer and storage, we understand and fully intend for the use of this property to be used specifically for that sole purpose. We respect and accept the liabilities that will come from this privilege.

We are willing as a company to put the time and effort along with the proper amount of resources to complete such a tall task. We accept the responsibility to complete this amazing opportunity to better our fellow drivers and community with a place to come and store their

heavy duty trucks, trailers, and etc. Thank you for your time and we hope we can make this project a reality with your help!

Sincerely,

Richard and Chris Thomas
Owner and Co-Owner of AAA A1 Trucking

BK53318 PG0495

FILED & RECORDED
CLERK SUPERIOR COURT
GWINNETT COUNTY, GA.

2015 JAN -5 PM 3:55

RICHARD ALEXANDER, CLERK

300055

PT-81 # 067-2015-000148
GWINNETT CO. GEORGIA
REAL ESTATE TRANSFER TAX
\$ 950.00
RICHARD T. ALEXANDER, JR. CLERK OF
SUPERIOR COURT

After recording, return to.
ANDERSEN, TATE & CARR, P C
1960 Satellite Boulevard, Suite 4000
Duluth, Georgia 30097
(1402 7000/TJA)

LIMITED WARRANTY DEED

STATE OF GEORGIA

COUNTY OF GWINNETT

THIS INDENTURE, made the 5th day of January, in the year Two Thousand and Fifteen (2015), between

STEPHENS INDUSTRIES LP,
a Georgia limited partnership
(successor by name change to Stephens MDS LP, successor by name change to Stephens 316, L.P.)

as party or parties of the first part, hereinafter called Grantor, and

JOHN CONNOR COURT, LLC,
a Georgia limited liability company

as party or parties of the second part, hereinafter called Grantee (the words "Grantor" and "Grantee" to include their respective heirs, successors and assigns where the context requires or permits).

WITNESSETH that: Grantor, for and in consideration of the sum of TEN DOLLARS (\$10 00) and other good and valuable considerations in hand paid at and before the sealing and delivery of these presents, the receipt whereof is hereby acknowledged, has granted, bargained, sold, aliened, conveyed and confirmed, and by these presents does grant, bargain, sell, alien, convey and confirm unto the said Grantee,

ALL THAT TRACT OR PARCEL OF LAND lying and being in Land Lot 177 of the 5th District, Gwinnett County, Georgia, and being more

0000906

8X53318 PG0496

particularly described in Exhibit "A" attached hereto and incorporated herein by this reference.

Said property is conveyed subject to those permitted title exceptions set forth on Exhibit "B" attached hereto and incorporated herein by this reference.

TO HAVE AND TO HOLD the said tract or parcel of land, with all and singular the rights, members and appurtenances thereof, to the same being, belonging, or in anywise appertaining, to the only proper use, benefit and behoof of the said Grantee forever in FEE SIMPLE.

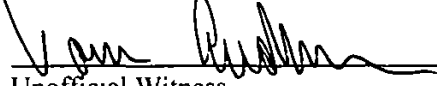
AND THE SAID Grantor will warrant and forever defend the right and title to the above described property unto the said Grantee against the claims of Grantor and all others claiming by, through or under Grantor, but not otherwise.

[SIGNATURES BEGIN ON NEXT PAGE]

BK53318 PG0497

IN WITNESS WHEREOF, the Grantor has signed and sealed this deed, the day and year above written.

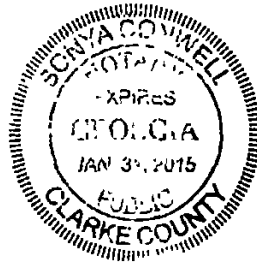
Signed, sealed and delivered
in the presence of:



Unofficial Witness

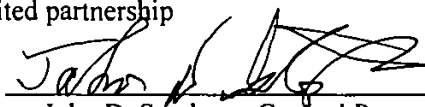


Notary Public

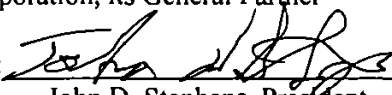


GRANTOR:

STEPHENS INDUSTRIES LP, a Georgia
limited partnership

By: 
John D. Stephens, General Partner

By: Stephens Holdings, Inc., a Georgia
corporation, its General Partner

By: 
John D. Stephens, President

BK53318 PG0498

EXHIBIT "A"
LEGAL DESCRIPTION

All that tract or parcel of land lying and being in Land Lot 177 of the 5th District, Gwinnett County, Georgia and being designated as Lot 4 containing 2.279 acres and Lot 5 containing 2.000 acres according to the Final Plat for Stephens 316 Park, Unit 2, Block B dated August 20, 2008, last revised November 21, 2008 prepared by Venable & Associates, Inc. containing the seal of Christopher J. Carlan, GRLS No. 3003, and recorded in Plat Book 125, Page 45, Gwinnett County, Georgia records, which plat is hereby incorporated by reference.



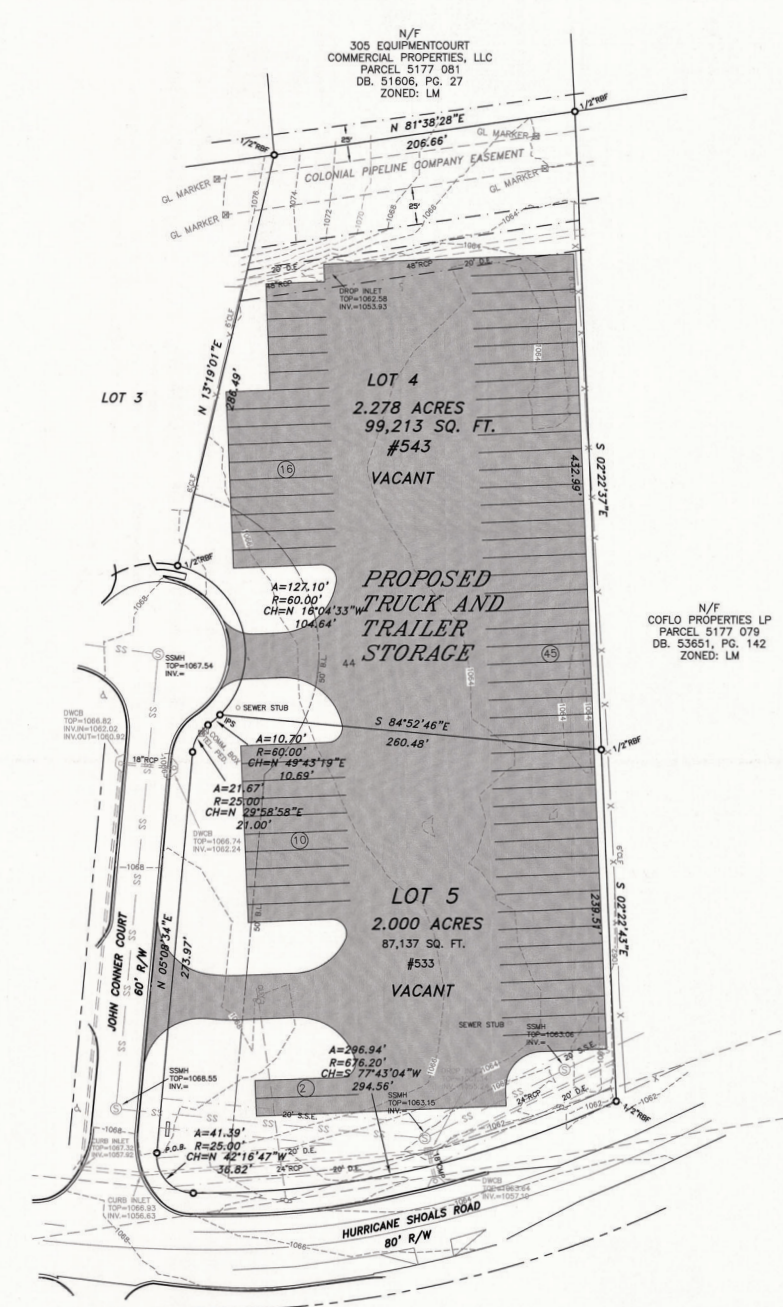
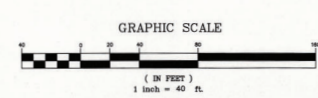
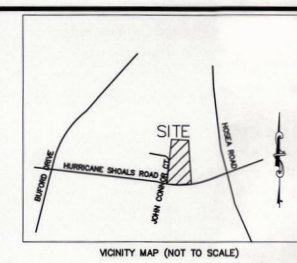
HOUSTON ENGINEERING, INC.
CONSULTING & DESIGN ENGINEERS
1404 VETERANS DRIVE, SUITE 3, CONTRA, GEORGIA 30012
PHONE (770)781-1280 FAX (770) 791-1281

Sheet Title
SIT EPLAN

DATE	REVISION
12/2/20	

AAA A-1 TRUCKING
JOHN CONNOR COURT
LAWRENCEVILLE, GEORGIA

Sheet No.
C-1



NOTES:
CURRENT OWNER: JOHN CONNOR COURT, LLC
PARCEL NO.: 5177 086 & 5177 065
CURRENT ZONING: "LM" - LIGHT MANUFACTURING
SETBACKS: FRONT - 50'
SIDE - 0' (10' ON CORNER LOTS)
REAR - 0'
MINIMUM LOT WIDTH - 50'
MAXIMUM IMPERVIOUS - 85%

Said described property is located within an area having a Zone Designation "C" by the Secretary of Housing and Urban Development, on Flood Insurance Rate Map Numbers 131350002ME, with a date of identification of 09/29/2006, for Community Number 130098, in the city of Lawrenceville, Gwinnett County, State of Georgia, which is the current Flood Insurance Rate Map for the community in which said property is situated.

LOTS 4 & 5
STEPHENS 316 PARK
UNIT 2, BLOCK "B"
PLAT BOOK 125, PAGE 45
LAND LOTS 177 5TH DISTRICT

SUP2021-00044
Received: January 15, 2021
Planning and Development Department

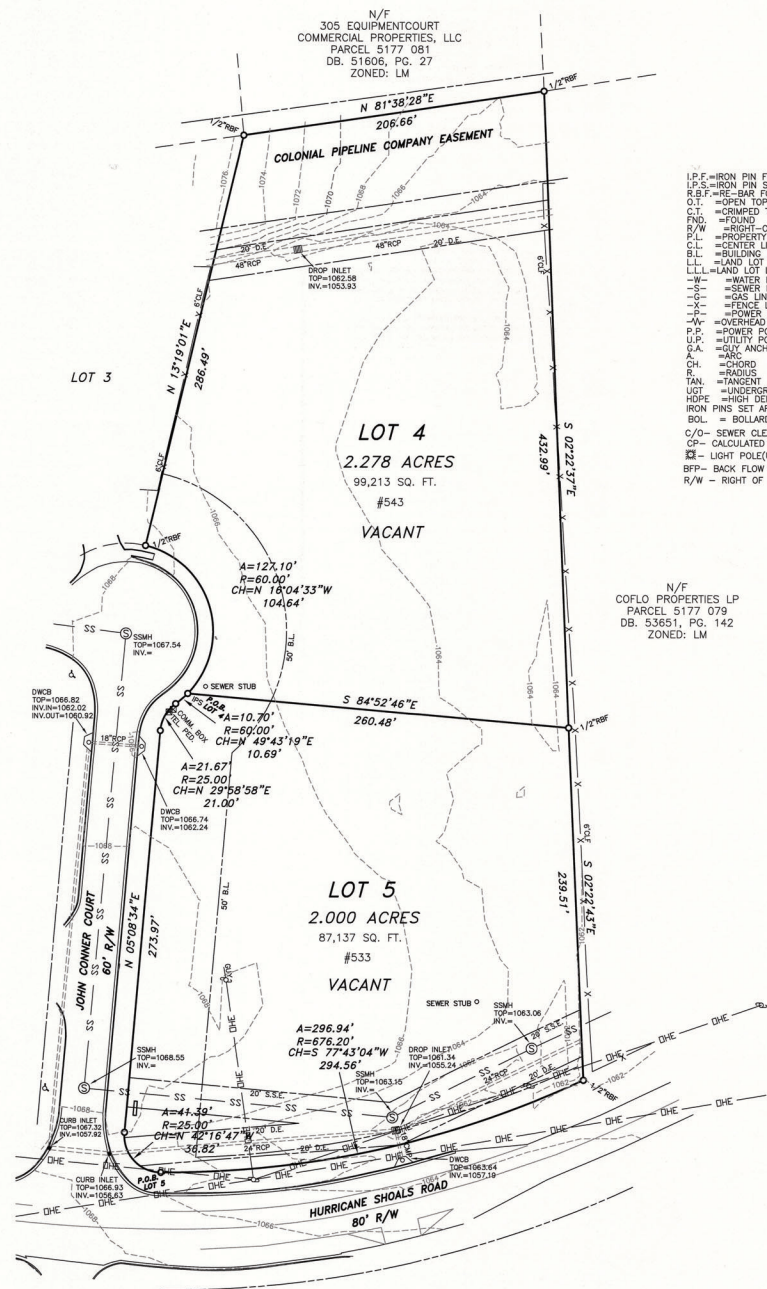
GRID NORTH
GEORGIA WEST ZONE

NOTES:
CURRENT OWNER: JOHN CONNER COURT, LLC
PARCEL NO.: 5177 066 & 5177 065
CURRENT ZONING: LM - LIGHT MANUFACTURING
SETBACKS: FRONT - 50'
SIDE - 0' (10' ON CORNER LOTS)
REAR - 0'
MINIMUM LOT WIDTH - 50'
MAXIMUM IMPERVIOUS - 85%

Said described property is located within an area having a Zone Designation "C" by the Secretary of Housing and Urban Development, on Flood Insurance Rate Map Numbers 13135C0074E, with a date of identification of 08/29/2006 for Community Number 130028, in the city of Lawrenceville, Gwinnett County, State of Georgia, which is the current Flood Insurance Rate Map for the community in which said property is situated.

NOTES:
THE FIELD DATA USED TO CALCULATE THIS PLAT HAS A POSITIONAL TOLERANCE OF 0.07 FEET OR LESS.
TRAVERSE WAS NOT ADJUSTED
THE EQUIPMENT USED TO OBTAIN THE LINEAR AND ANGULAR MEASUREMENTS WAS A SOKKA 6033 ROVER UNIT OPERATING ON THE EARL-DUDLEY RTK NETWORK WAS USED TO GATHER THE GPS DATA.
100% OF THE DATA WAS GATHERED USING GPS.
THIS PLAT HAS BEEN CALCULATED FOR CLOSURE AND HAS BEEN FOUND TO BE ACCURATE TO ONE FOOT IN 361,491 FEET.

NOTE:
ALL EASEMENTS, STRUCTURES, UTILITIES, ETC. THAT ARE UNDERGROUND ARE NOT SHOWN ON THIS PLAT. THE OWNER, HIS EMPLOYEES, HIS CONSULTANTS, AND/OR HIS CONTRACTORS SHALL HEREBY DISTINCTLY UNDERSTAND THAT THE SURVEYOR IS NOT RESPONSIBLE FOR ANY EASEMENTS, STRUCTURES, UTILITIES, ETC. THAT ARE UNDERGROUND WHICH MAY BE ENCOUNTERED.
THIS PLAT WAS PREPARED FOR THE EXCLUSIVE USE OF THE PERSON, PERSONS, OR ENTITY NAMED. USE DOES NOT EXTEND TO ANY UNNAMED PARTY WITHOUT EXPRESS CONSENT BY THE SURVEYOR NAMED S&D PARTY.



- LEGEND
- I.P.F. = IRON PIN FOUND
 - O.T. = OPEN TOP
 - C.T. = CRIMPED TOP
 - FND. = FOUND
 - R/W = RIGHT-OF-WAY
 - P.L. = PROPERTY LINE
 - C.L. = CENTER LINE
 - B.L. = BUILDING LINE
 - L.L. = LAND LOT LINE
 - W. = WATER LINE
 - S. = SEWER LINE
 - G. = GAS LINE
 - P. = POWER LINE
 - O.V. = OVERHEAD LINES
 - P.P. = POWER POLE
 - U.P. = UTILITY POLE
 - G.A. = GUY ANCHOR
 - A. = ANCHOR
 - C.H. = CHORD
 - R. = RADIUS
 - TAN. = TANGENT
 - U.T. = UNDERGROUND TELECOMMUNICATIONS LINE
 - H.D.P.E. = HIGH DENSITY POLYETHYLENE PIPE
 - IRON PINS SET ARE 1/2" RE-BARS UNLESS OTHERWISE NOTED.
 - BOL. = BOLLARD
 - C/O = SEWER CLEAN OUT
 - CP = CALCULATED POINT
 - L.P. = LIGHT POLE (FOR POWER FEED) OR SPOTLIGHT
 - BFP = BACK FLOW PREVENTER
 - R/W = RIGHT OF WAY
 - C.B. = CATCH BASIN
 - SWCB = SINGLE WING CATCH BASIN
 - DWCB = DOUBLE WING CATCH BASIN
 - J.B. = JUNCTION BOX
 - D.I. = DRAIN INLET
 - C.I. = CURB INLET
 - Y.I. = YARD INLET
 - H.W. = HEAD WALL
 - C.M.P. = CORRUGATED METAL PIPE
 - R.C.P. = REINFORCED CONCRETE PIPE
 - D.I.P. = DUCTILE IRON PIPE
 - D.E. = DRAINAGE EASEMENT
 - S.S.M. = SANITARY SEWER MANHOLE
 - S.S.E. = SANITARY SEWER EASEMENT
 - F.H. = FIRE HYDRANT
 - W.V. = WATER VALVE
 - W.M. = WATER METER
 - G.V. = GAS VALVE
 - G.M. = GAS METER
 - N.O. = NOW OR FORMERLY
 - D.B. = DEED BOOK
 - P.B. = PLAT BOOK
 - P.C. = PAGE
 - C.M.F. = CONCRETE MONUMENT FOUND
 - U.G.F. = UNDERGROUND POWER LINE

N/F
COFO. PROPERTIES LP
PARCEL 5177 079
DB. 53651, PG. 142
ZONED: LM



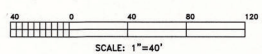
SURVEYOR CERTIFICATIONS

This plat is a retracement of an existing parcel or parcels of land and does not subdivide or create a new parcel or make any changes to any real property boundaries. The recording information of the documents, maps, plats, or other instruments which created the parcel or parcels are stated herein. RECORDATION OF THIS PLAT DOES NOT IMPLY APPROVAL OF ANY LOCAL JURISDICTION, AVAILABILITY OF PERMITS, COMPLIANCE WITH LOCAL REGULATIONS OR REQUIREMENTS, OR SUITABILITY OF ANY USE OR PURPOSE OF THE LAND. Furthermore, the undersigned land surveyor certifies that this plat complies with the minimum technical standards for property surveys in Georgia as set forth in the rules and regulations of the Georgia Board of Registration for Engineers and Land Surveyors and as set forth in O.F.G.A. Section 15-6-67.

Grant A. Houston
GRANT A. HOUSTON GA RLS #3340
11/30/2020
DATE

HOUSTON ENGINEERING, INC.
DESIGN ENGINEERS and SURVEYORS
SINCE 1964 GHOUSTON@HOUSTON-ENGINEERING.COM

1424 VETERANS DRIVE SUITE 3
CONYERS, GEORGIA, 30012
PH (770) 483-8471
FAX (770) 761-1261
MEMBER SURVEY & MAPPING SOCIETY OF GEORGIA & N.S.P.S.



SUP2021-00044
Received: January 15, 2021
Planning and Development Department

LOTS 4 & 5
STEPHENS 316 PARK
UNIT 2, BLOCK "B"
PLAT BOOK 125, PAGE 45

BOUNDARY & TOPOGRAPHIC SURVEY FOR

AAA A-1 TRANSPORTATION

LAND LOTS 177	5TH DISTRICT
GWINNETT COUNTY	LAWRENCEVILLE, GEORGIA
SCALE 1" = 40'	DATE 11/30/2020
REVISIONS:	



LAWRENCEVILLE

GEORGIA

SPECIAL USE PERMIT APPLICATION

APPLICANT INFORMATION	PROPERTY OWNER INFORMATION*
NAME: <u>Christopher Thomas</u>	NAME: <u>JOHN CONNOR COURT, LLC</u>
ADDRESS: <u>296 Buford Dr :</u> <u>PO Box 107</u>	ADDRESS: <u>305-A Equipment Court</u>
CITY: <u>Lawrenceville</u>	CITY: <u>Lawrenceville</u>
STATE: <u>GA</u> ZIP: <u>30046</u>	STATE: <u>GA</u> ZIP: <u>30046</u>
PHONE: <u>678 267 5643</u>	PHONE: <u>770-338-2620</u>
CONTACT PERSON: <u>Richard Thomas</u> PHONE: <u>678 267 5643</u>	
CONTACT'S E-MAIL: <u>a a a t r u c k i n g @ g m a i l . c o m</u>	
* If multiple property owners, each owner must file an application form or attach a list, however only one fee. Multiple projects with one owner, must file separate applications, with separate fees.	
ZONING DISTRICT(S): <u>LM</u> ACREAGE: <u>2/2.26</u>	
PARCEL NUMBER(S): <u>5-177-066 / 5-177-065</u>	
ADDRESS OF PROPERTY: <u>533 + 543 John Connor Court Lawrenceville GA 30046</u>	
PROPOSED SPECIAL USE: <u>Truck Trailer, Re parking lot + Storage</u>	

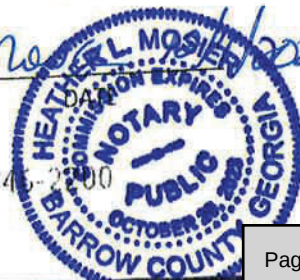
[Signature] 1/13/21
SIGNATURE OF APPLICANT DATE
Christopher Thomas
TYPED OR PRINTED NAME

[Signature] 12/4/2020
SIGNATURE OF OWNER DATE
Scott A. Moon, manager
TYPED OR PRINTED NAME



Julie A. Mason 1-13-2021
NOTARY PUBLIC DATE

[Signature]
NOTARY PUBLIC



70 S Clayton St • PO Box 2200 • Lawrenceville, Georgia 30046-2200
770.963.2411 • www.lawrencevillega.org

6UP2021-00044



LAWRENCEVILLE

GEORGIA

DISCLOSURE OF CAMPAIGN CONTRIBUTIONS

Have you, within the two years immediately preceding the filing of this application, made campaign contributions aggregating \$250.00 or more to the Mayor of the City of Lawrenceville, a member of the City Council, or to a member of the Planning Commission of the City of Lawrenceville? No

Y/N

If the answer is yes, please complete the following section:

NAME OF GOVERNMENT OFFICIAL	CONTRIBUTIONS (List all which aggregate to \$250 or more)	DATE CONTRIBUTION WAS MADE (Within last two years)

Have you, within the two years immediately preceding the filing of this application, made gifts having in the aggregate a value of \$250.00 or more to the Mayor of the City of Lawrenceville, a member of the City Council, or to a member of the Planning Commission of the City of Lawrenceville? No

Y/N

If the answer is yes, please complete the following section:

NAME OF GOVERNMENT OFFICIAL	CONTRIBUTIONS (List all which aggregate to \$250 or more)	DATE CONTRIBUTION WAS MADE (Within last two years)

Attach additional sheets if necessary to disclose or describe all contributions/gifts.



LAWRENCEVILLE

GEORGIA

VERIFICATION OF CURRENT PAID PROPERTY TAXES FOR SPECIAL USE PERMIT

THE UNDERSIGNED BELOW IS AUTHORIZED TO MAKE THIS APPLICATION. THE UNDERSIGNED CERTIFIES THAT ALL CITY OF LAWRENCEVILLE PROPERTY TAXES BILLED TO DATE FOR THE PARCEL LISTED BELOW HAVE BEEN PAID IN FULL TO THE TAX COMMISSIONER OF GWINNETT COUNTY, GEORGIA. IN NO CASE SHALL AN APPLICATION BE PROCESSED WITHOUT SUCH PROPERTY VERIFICATION.

*Note: A SEPARATE VERIFICATION FORM MUST BE COMPLETED FOR EACH TAX PARCEL INCLUDED IN THE SPECIAL USE PERMIT REQUEST.

PARCEL I.D. NUMBER: 5 - 177 - 065
(Map Reference Number) District Land Lot Parcel

[Signature] Signature of Applicant 12/1/20 Date

Christopher Thomas Co-Owner
Type or Print Name and Title

PLEASE TAKE THIS FORM TO THE TAX COMMISSIONER'S OFFICE AT THE GWINNETT JUSTICE AND ADMINISTRATION CENTER, 75 LANGLEY DRIVE, FOR THEIR APPROVAL BELOW.

TAX COMMISSIONER'S USE ONLY

(PAYMENT OF ALL PROPERTY TAXES BILLED TO DATE FOR THE ABOVE REFERENCED PARCEL HAVE BEEN VERIFIED AS PAID CURRENT AND CONFIRMED BY THE SIGNATURE BELOW)

[Signature] Jessilyn McShuffie TSA
NAME TITLE
1/13/21
DATE

70 S Clayton St • PO Box 2200 • Lawrenceville, Georgia 30046-2200
770.963.2414 • www.lawrencevillega.org

SUP 2021-00044



LAWRENCEVILLE

GEORGIA

7.

VERIFICATION OF CURRENT PAID PROPERTY TAXES FOR SPECIAL USE PERMIT

THE UNDERSIGNED BELOW IS AUTHORIZED TO MAKE THIS APPLICATION. THE UNDERSIGNED CERTIFIES THAT ALL CITY OF LAWRENCEVILLE PROPERTY TAXES BILLED TO DATE FOR THE PARCEL LISTED BELOW HAVE BEEN PAID IN FULL TO THE TAX COMMISSIONER OF GWINNETT COUNTY, GEORGIA. IN NO CASE SHALL AN APPLICATION BE PROCESSED WITHOUT SUCH PROPERTY VERIFICATION.

*Note: A SEPARATE VERIFICATION FORM MUST BE COMPLETED FOR EACH TAX PARCEL INCLUDED IN THE SPECIAL USE PERMIT REQUEST.

PARCEL I.D. NUMBER: 5 - 177 - 066
(Map Reference Number) District Land Lot Parcel

Signature of Applicant

Date

Type or Print Name and Title

PLEASE TAKE THIS FORM TO THE TAX COMMISSIONER'S OFFICE AT THE GWINNETT JUSTICE AND ADMINISTRATION CENTER, 75 LANGLEY DRIVE, FOR THEIR APPROVAL BELOW.

TAX COMMISSIONER'S USE ONLY

(PAYMENT OF ALL PROPERTY TAXES BILLED TO DATE FOR THE ABOVE REFERENCED PARCEL HAVE BEEN VERIFIED AS PAID CURRENT AND CONFIRMED BY THE SIGNATURE BELOW)

NAME
Jessilyn MSuffe
DATE
1/13/21

TITLE
ISA



Source: Esri, Maxar, GeoEye, Earthstar Geographics, CNES/Airbus DS, USDA, USGS, AeroGRID, IGN, and the GIS User Community



LAWRENCEVILLE

GEORGIA

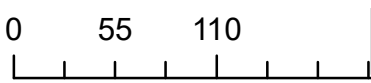
*The City of Lawrenceville
Planning & Development*

**Location Map and Surrounding Zoning
File # SUP2021-00044**

Applicant: Christopher Thomas

Legend

-  Subject Property
-  Roads
-  Parcels





LAWRENCEVILLE

GEORGIA

*The City of Lawrenceville
Planning & Development*

**Location Map and Surrounding Zoning
File # SUP2021-00044**

Applicant: Christopher Thomas

Legend

Subject Property

Roads

Parcels

Zoning Districts

LM Light Manufacturing



0 55 110

7012 117

5177 081

5177 060

5177 064

5177 065

5177 079

5177 062

JOHN CONNOR CT

5177 066

HURRICANE SHOALS RD

5177 001

5177 012



LAWRENCEVILLE

GEORGIA

AGENDA REPORT

MEETING: WORK SESSION, APRIL 14, 2021

AGENDA CATEGORY: GENERAL DISCUSSION ITEM

Item: Northside Hospital at Gwinnett Medical Center - City of Lawrenceville
Purchase and Sale Agreement for Slip Lane Project

Department: City Manager

Date of Meeting: Wednesday, April 14, 2021

Fiscal Impact: TBD

Presented By: Chuck Warbington, City Manager

Action Requested: Discussion

Attachments/Exhibits:

NHI – Purchase and Sale Agreement

PURCHASE AND SALE AGREEMENT
(Doyal and GDOT Property – Gwinnett)

THIS PURCHASE AND SALE AGREEMENT (the “**Agreement**”) is made and entered into as of this ____ day of _____, 2021 (the “**Effective Date**”), by and between **NORTHSIDE HOSPITAL, INC.**, a Georgia non-profit corporation (hereinafter referred to as “**Purchaser**”); and the **CITY OF LAWRENCEVILLE, GEORGIA**, a municipal corporation of the State of Georgia (hereinafter referred to as “**Seller**”).

RECITALS:

WHEREAS, Seller is the owner of that certain real property comprised of approximately 1.45 acres located in Gwinnett County, Georgia, and being identified as Tax Parcel Number R7008 003B, and being more particularly depicted on **Exhibit A-1** attached hereto and made a part hereof (hereinafter referred to as the “**Original Doyal Land**”);

WHEREAS, Purchaser desires to acquire, and Seller has agreed to convey to Purchaser an approximately 1.33-acre portion of the Original Doyal Land, as more particularly depicted in green on **Exhibit A-1** attached hereto and made a part hereof (hereinafter referred to as the “**Doyal Acquisition Land**” and, together with the Improvements and Ancillary Property Interests, both as hereafter defined, thereon or otherwise applicable thereto, the “**Doyal Acquisition Property**”);

WHEREAS, Seller is in negotiations with the Georgia Department of Transportation (“**GDOT**”) to acquire approximately 0.359 acres of excess right-of-way located between Tax Parcel Numbers R7008 058 and R7008 003B, as more particularly depicted on **Exhibit A-2** attached hereto and made a part hereof (hereinafter referred to as the “**GDOT Land**” and, together with the Improvements thereon and Ancillary Property Interests applicable thereto, the “**GDOT Property**”);

WHEREAS, the Doyal Acquisition Land and the GDOT Land are hereinafter collectively referred to as the “**Land**”; and

WHEREAS, Purchaser desires to acquire the Property (as hereinafter defined), and Seller has agreed to convey the Property to Purchaser, all in accordance with the terms and conditions of this Agreement.

FOR AND IN CONSIDERATION of Ten and no/100 Dollars (\$10.00) and other good and valuable consideration in hand paid, the receipt and sufficiency of which are hereby acknowledged, Purchaser agrees to purchase from Seller, and Seller agrees to sell to Purchaser, the following, all on the terms and conditions of this Agreement:

- (a) the Land;
- (b) any and all improvements located on the Land (the “**Improvements**”);

(c) all easements, variances, water rights, mineral rights, and other rights appurtenant to the Land or Improvements;

(d) reserved;

(e) any and all paid development fees, impact fee credits, water, sewer, or other utility tap rights, sewer reservation rights, paid meter or service fees, or other rights that have been reserved with, or amounts that have been paid to, any governmental authority in connection with any development of the Land or any utility service provided to the Land or Improvements; and

(f) all licenses, permits, approvals, and entitlements relating to the Land or Improvements.

The property rights described in (c), (e), and (f) above are hereinafter collectively referred to as the “**Ancillary Property Interests**”. The Land, the Improvements, and the Ancillary Property Interests are hereinafter collectively referred to as the “**Property**”.

SECTION 1. PURCHASE PRICE AND METHOD OF PAYMENT; EARNEST MONEY:

1.01. **Purchase Price.** The purchase price for the Property shall be the sum of ONE MILLION THREE HUNDRED THOUSAND AND 00/100 DOLLARS (\$1,300,000.00) (the “**Purchase Price**”). If Seller is delayed in acquiring or unable to acquire the GDOT Property, there will be no adjustment to the Purchase Price.

1.02. **Payment of Purchase Price.** Purchaser shall pay the Purchase Price to Seller in cash at Closing (as hereinafter defined) by wire transfer deposited to an account designated by Seller, subject to the adjustments, prorations and credits as herein provided.

1.03. **Earnest Money.** Within five (5) Business Days (as hereinafter defined) following the Effective Date, Purchaser will deliver the sum of TWENTY THOUSAND AND 00/100 DOLLARS (\$20,000.00) (the “**Earnest Money**”) by wire transfer to Hughes, White & Kralicek, P.C. (the “**Escrow Agent**”). The Earnest Money shall be held in escrow by Escrow Agent pursuant to the escrow agreement, a copy of which is attached hereto as **Exhibit B** and made a part hereof (the “**Escrow Agreement**”).

(a) The Earnest Money shall be refundable to Purchaser as follows:

i. In the event Purchaser terminates this Agreement on or prior to the expiration of the Inspection Period (as hereinafter defined), Purchaser shall receive a full refund of the Earnest Money; and

ii. In the event Purchaser does not terminate this Agreement on or prior to the expiration of the Inspection Period, Purchaser shall receive a full refund of the Earnest Money in the event (a) Purchaser elects to terminate this Agreement due to a default by Seller hereunder or otherwise exercises a termination right afforded to Purchaser under this Agreement, (b) any one of Purchaser Closing Conditions (as hereinafter defined) is not satisfied or waived by Purchaser in writing by its respective deadline, (c) Purchaser elects to terminate this Agreement

due to any material casualty or condemnation affecting the Property or any portion thereof as provided in this Agreement, or (d) Purchaser elects to terminate this Agreement as a result of a matter of title or survey pursuant to Section 2.02 hereof.

(b) The Earnest Money shall be applied to the Purchase Price at Closing for the benefit of Purchaser or released as otherwise provided in this Agreement.

SECTION 2. TITLE AND SURVEY:

2.01. Purchaser shall obtain (a) a commitment for title insurance on the Doyal Acquisition Land and Improvements thereon (the “**Title Commitment**”) issued by a title insurance company acceptable to Purchaser (the “**Title Company**”), together with copies of all items shown as exceptions on the Title Commitment, and (b) a survey of the Doyal Acquisition Land (the “**Survey**”), which shall be prepared by a surveyor selected by Purchaser. Purchaser shall have the right, but not the obligation, to obtain a (i) a commitment for title insurance on the GDOT Land and Improvements thereon issued by a Title Company, and (b) a survey of the GDOT Land and Improvements (the “**GDOT Survey**”), which shall be prepared by a surveyor selected by Purchaser.

2.02. Purchaser shall have until the expiration of the Inspection Period to provide written notice to Seller of any matters shown by the Title Commitment or Survey which are not satisfactory to Purchaser (the “**Title Notice**”). Within ten (10) days following Seller’s receipt of Purchaser’s Title Notice, Seller shall provide Purchaser with written notice (the “**Seller’s Reply Notice**”) of those title and Survey matters set forth in the Title Notice which Seller agrees to cure or to cause to be cured at or prior to Closing (and Seller shall then be obligated for such cure on or prior to Closing). In the event that Seller fails to provide a Seller’s Reply Notice within such ten (10)-day period, Seller shall be deemed to have agreed not to cure any of such title or Survey matters set forth in the Title Notice. Purchaser’s sole right with respect to those matters which Seller does not agree to cure in Seller’s Reply Notice, or which Seller shall be deemed to have agreed not to cure, shall be (a) to elect on or before Closing to waive such objections or (b) to terminate this Agreement by written notice to Seller, and receive a full refund of the Earnest Money, whereby Purchaser shall have no further obligations or liabilities relating to the Property subject to such termination, except as expressly set forth herein. Notwithstanding anything to the contrary stated in the immediately preceding sentence or this Section 2.02, Seller shall be obligated to cure on or before Closing all title and Survey matters of a monetary nature affecting the Property, including, without limitation, all valid security deeds, mortgages, financing statements, and similar financial instruments (collectively, the “**Monetary Liens**”).

2.03. After the Effective Date, Seller shall not cause or permit any new encumbrances to appear of record affecting the Property (“**After-Occurring Encumbrances**”). Purchaser shall have the right to amend its Title Notice at any time to reflect After-Occurring Encumbrances. Seller shall be obligated to cure, at or prior to Closing, any After-Occurring Encumbrance that is caused or permitted by Seller, otherwise, the provisions of Section 2.02 shall apply to any amendment by Purchaser of its Title Notice to reflect After-Occurring Encumbrances as well as to Seller’s obligation to provide a Seller’s Reply Notice with respect to such amendment.

SECTION 3. CONDITIONS PRECEDENT TO CLOSING:

3.01. Purchaser's obligation to close the acquisition of the Property pursuant to this Agreement shall be conditioned on the following (collectively, the "**Purchaser Closing Conditions**"):

(a) No material adverse change in the condition of the Property shall have occurred since the Effective Date.

(b) All of Seller's covenants and obligations contained in this Agreement shall have been performed by Seller in all material respects as of Closing. All of Seller's representations and warranties shall be true and correct in all material respects as of the Effective Date and at Closing.

(c) The Title Company shall be irrevocably committed to issue an owner's title insurance policy in form and substance satisfactory to Purchaser for the Doyal Acquisition Property, which insures good and marketable fee simple title to the Doyal Acquisition Property, subject only to those exceptions permitted pursuant to Section 2 hereof.

(d) Purchaser shall have obtained all authority and approvals necessary for Purchaser, including, without limitation, all regulatory and board approvals and governmental determinations, to undertake the obligations contained herein and to consummate the Closing contemplated hereby.

(e) No later than three (3) Business Days prior to Closing, Purchaser and Escrow Agent shall have received evidence of all required consents and approvals, if any, by Seller to the transaction contemplated herein.

(f) Seller shall have provided payment (either prior to Closing or as a disbursement on the Closing Statement out of the Purchase Price payable to Seller) for all Monetary Liens so that the same may be satisfied and released at or prior to Closing.

(g) Seller shall have terminated any and all leases or other occupancy agreements permitting any third party to occupy all or any portion of the Property, and Seller shall have caused any such tenants or parties in possession to vacate the Property, all at Seller's sole cost and expense.

(h) The Doyal Acquisition Land shall have been legally subdivided from the remainder of the Original Doyal Land (including the recording of a major or minor subdivision plat, as applicable) such that the Doyal Acquisition Land exists as a distinct and legal tax parcel (the "**Subdivision**"). Purchaser, at Purchaser's expense, shall pursue the Subdivision. Seller shall cooperate with Purchaser's efforts to secure the Subdivision.

If any of the above conditions precedent to Purchaser's obligation to close has not been satisfied as of the Closing or as of the applicable due dates noted in such condition, Purchaser may (i) terminate this Agreement by written notice to Seller and receive a full refund of the Earnest Money, whereby Purchaser shall have no further obligations or liabilities under this Agreement, except as expressly set forth herein, (ii) extend the Closing or due date of the performance of the applicable

condition by written notice to Seller for a reasonable period of time to allow for the satisfaction of the condition (and, if Purchaser requests, in its sole discretion, Seller and Purchaser shall enter into an amendment to this Agreement to evidence the extension), or (iii) waive the condition, in whole or in part, and consummate the Closing contemplated hereby. If the Purchaser elects to extend the Closing or due date for performance, and at the end of such extended period of time, the applicable condition still has not been satisfied, Purchaser may elect to exercise the remedies set forth in items (i) or (iii) in the immediately preceding sentence.

SECTION 4. INSPECTIONS:

4.01. Subject to the terms of this Agreement, prior to Closing, Purchaser, its engineers, surveyors, agents and representatives shall have the right to go on the Property at reasonable hours to inspect and survey the Property and to conduct relevant studies for the use and development of the Property. Without limiting the foregoing, Purchaser may conduct tests, inspections, and studies, and to make other determinations which, in the sole opinion of Purchaser, are necessary to determine the condition of the Property. Seller previously provided Purchaser with a copy of that certain Limited Phase II Environmental Assessment SR-120/SR-316 Slip Ramp to Medical Center Boulevard, Gwinnett County, Georgia dated July 23, 2018 prepared by United Consulting for Wolverton and Associates, Inc. Seller makes no warranties or representations as to the truth and/or accuracy of the environmental report. Purchaser shall conduct any and all inspections and testing it deems necessary to determine the environmental condition of the Property. On or prior to the date that is sixty (60) days from and after the Effective Date (the “**Inspection Period**”), Purchaser shall have the right to terminate this Agreement for any reason or no reason by delivering written notice to the Seller, in which event the Purchaser shall receive a full refund of all the Earnest Money.

4.02. Seller hereby represents to Purchaser that Seller has secured all necessary authorizations from GDOT in order for Purchaser to inspect the GDOT Property under this Agreement.

SECTION 5. CLOSING:

5.01. Purchaser and Seller shall consummate and close the purchase and sale contemplated by this Agreement (the “**Closing**”) on, or at Purchaser’s option, before the date that is fifteen (15) days from and after the later of (i) expiration of the Inspection Period, and (ii) Subdivision of the Doyal Acquisition Land as contemplated by Section 3.01(i) hereof, provided that all Purchaser Closing Conditions have been satisfied or waived by Purchaser in writing but in no event later than July 31, 2021 (the date upon which the Closing occurs shall be referred to herein as the “**Closing Date**”). Closing shall be held on the Closing Date at such time and location in Atlanta, Georgia, as selected by Purchaser and approved by Seller. In the event Seller and Purchaser do not agree on the time or place of Closing, the Closing shall be held in escrow on the Closing Date at the offices of Escrow Agent at 2300 Windy Ridge Parkway, Suite 570 South, Atlanta, Georgia 30339, at 10:00 A.M., which Closing shall take place through the execution and exchange, via overnight delivery or courier delivery, of the original documents, instruments and agreements herein contemplated. In the event that a performance deadline or date contained herein including, but not limited to, the expiration of the Inspection Period and/or the Closing Date falls on a non-Business Day, such date or deadline, as applicable, shall occur on the next Business Day.

The term “**Business Day**” shall mean any day, except a Saturday or Sunday, on which Wells Fargo Bank, National Association, or its successor, is open for business. Possession of the Property shall be granted to Purchaser at Closing.

5.02. At Closing, Seller shall execute and deliver to Purchaser a limited warranty deed (the “**Limited Warranty Deed**”), in recordable form, conveying the Doyal Acquisition Property to Purchaser, free and clear of (a) all Monetary Liens; (b) all liens, claims and encumbrances included in Purchaser’s Title Notice (as it may be updated) except for those matters in the Title Notice which Seller did not agree to cure pursuant to Section 2 hereof and which are deemed waived by reason of Purchaser’s not terminating this Agreement pursuant to Section 2 hereof; and (c) any encumbrance(s) that Seller is obligated to cure pursuant to Section 2.03 hereof. The Limited Warranty Deed shall incorporate the record legal description of the Property from the Survey. The Limited Warranty Deed shall be duly witnessed and attested for recording in Gwinnett County, Georgia.

5.03. At Closing, Seller also shall execute and deliver to Purchaser a quitclaim deed (the “**Quitclaim Deed**”), in recordable form, conveying the GDOT Property pursuant to the legal description reflected on the GDOT Survey. The Quitclaim Deed shall be duly witnessed and attested for recording in Gwinnett County, Georgia.

5.04. At Closing, Seller shall pay the State of Georgia property transfer tax, and Seller shall execute and deliver a State of Georgia transfer tax declaration for the Property.

5.05. At Closing, all ad valorem taxes due and payable on the Property for the calendar year in which the sale is closed shall be prorated by and between Seller and Purchaser as of the Closing Date on the basis of the most recently issued tax bill for the Property. In the event that the previous year’s tax bill is used for purposes of proration, and the ad valorem taxes for the Property, as reflected on the current year’s tax bill reflect a higher tax amount than the amount prorated at Closing, Seller and Purchaser shall re-prorate such taxes post-Closing, and Seller shall reimburse Purchaser for its share of the increased taxes within thirty (30) days following receipt of notice from Purchaser of Seller’s share. Any unpaid assessments shall be prorated as of Closing for the calendar year in which the sale is closed. The provisions of this Section 5.04 shall survive Closing.

5.06. At Closing, Seller and Purchaser shall comply with and execute and deliver such certifications, affidavits and statements that are required in order to meet the requirements of Internal Revenue Code Section 1445 (Foreign/Non-Foreign Seller).

5.07. At Closing, Seller shall deliver the necessary certificate(s) to establish that Seller is a Georgia resident and is not subject to withholding from the proceeds of the sale of Property.

5.08. At Closing, Seller shall execute and deliver to the Title Company and Purchaser a customary owner’s affidavit and other customary title documents reasonably requested by the Title Company or Purchaser.

5.09. At Closing, Seller shall deliver to Purchaser a lien waiver and release (including, without limitation, a release of any lien permitted under O.C.G.A. § 44-14-602) from all real estate agents and brokers employed by Seller or whose assistance or advice was used by Seller in

negotiating this Agreement. Purchaser shall deliver to Seller a lien waiver and release (including, without limitation, a release of any lien permitted under O.C.G.A. §44-14-602) from all real estate agents and brokers employed by Purchaser or whose assistance or advice was used by Purchaser in negotiating this Agreement.

5.10. At Closing, Purchaser and Seller have a mutual obligation to deliver a closing statement (the “**Closing Statement**”) of the purchase and sale of the Property.

5.11. Any and all utility charges and assessments not yet due and payable pertaining to the Property shall be prorated at Closing as of the Closing Date. Seller shall pay any due and payable utility charges and assessments pertaining to the Property on or before Closing. The provisions of this Section 5.11 shall survive Closing.

5.12. At Closing, Purchaser and Seller shall enter into a letter agreement (the “**Side Letter Agreement**”) pertaining to the conveyance by Purchaser to Seller of approximately 0.8 acres of land and a temporary easement over an additional approximately 0.8 acres of land, with both the land and easement being conveyed to Seller for the construction of a slip lane (the “**Slip Lane Project**”) off State Route 316 and State Route 120 adjacent to the Northside Hospital Gwinnett campus located in Tax Parcel Number 7008 013 (the “**Slip Lane Land**”). During the Inspection Period, the parties hereto shall negotiate in good faith to mutually agree upon the form of Side Letter Agreement to be executed at Closing. The Side Letter Agreement shall include the following terms: (i) no additional consideration will be payable by Seller to Purchaser for the conveyance of the Slip Lane Land; (ii) Purchaser will begin working with Seller to agree on the Slip Lane Land and the plans for the Slip Lane Project upon the earlier of (a) completion of construction of Phase I of the campus master plan (the “**Master Plan**”), including a new campus loop road, or (b) twelve (12) months after Closing; (iii) Purchaser and Seller shall work in good faith to identify and describe the Slip Lane Land consistent with the Master Plan, (iv) Purchaser will convey the Slip Lane Land to Seller by quitclaim deed based on a survey thereof prepared on behalf of or approved by Purchaser, and (v) upon completion of the installation of the Slip Lane Project, Seller will restore the easement property and the temporary easement shall expire.

5.13. At Closing, Seller and Purchaser shall execute and deliver an assignment and assumption agreement of any permits, sewer reservation rights, warranties, and intangibles with respect to the Property.

5.14. Purchaser shall pay the cost of the title examination, the premium for the owner’s title insurance policy and any and all endorsements thereto, the cost of the Survey, the GDOT Survey, and, except as set forth in the following sentence, the amount of any and all recording fees for all documents pertaining to this transaction. Seller shall pay the cost of recording fees for any instruments pertaining to title defects that Seller has expressly agreed to cure, or is obligated to cure, hereunder pursuant to Section 2 hereof.

5.15. Purchaser and Seller each shall pay one-half (1/2) of any escrow or closing fees which may be charged by the Escrow Agent at Closing.

5.16. Purchaser and Seller each shall pay their respective legal fees and their respective incidental expenses incurred in connection with the transfer of the Property.

5.17. Seller shall deliver to the Title Company any and all authority documents or certificates required by the Title Company.

5.18. On or before Closing and at Purchaser's request, Seller shall terminate the Property Contracts, if any, in effect at the time of request, at Seller's sole cost and expense.

5.19. After Closing, Purchaser and Seller shall deliver to each other additional materials that may be reasonably requested by either of them in connection with the consummation of the purchase and sale of the Property, in accordance with the terms and conditions of this Agreement. The provisions of this Section 5.19 shall survive the Closing.

5.20. If, as of the Closing Date, Seller has not yet acquired the GDOT Property, then the Closing as to the GDOT Property shall be postponed until Seller acquires the GDOT Property. At Purchaser's election, Purchaser may require at Closing that (a) Seller execute and deliver the Closing documents as to the GDOT Property into escrow with Escrow Agent pending Seller's acquisition of the GDOT Property, and (b) Seller execute and deliver to Purchaser an executed and recordable memorandum of Purchaser's rights under this Agreement for recording in the Gwinnett County records. This Section 5.20 shall survive Closing.

SECTION 6. DEFAULT AND REMEDY:

6.01. In the event of a default, breach, or a breach of warranty or representation contained in this Agreement and prior to the exercise of the rights hereinafter provided to either party, the defaulting party shall be entitled to written notice of the specific default or breach and to thirty (30) calendar days after the receipt of that written notice in which to cure said default or breach. If such default or breach is not corrected within that period, then an event of default shall have occurred and the parties shall be entitled to the rights and remedies hereinafter set forth. Notwithstanding the foregoing provisions, Purchaser, in its sole discretion, shall have the right to extend the time period in which Seller may cure or otherwise correct any specified default or breach for an additional period not to exceed thirty (30) calendar days. Upon Purchaser's written agreement to so extend, Seller shall be entitled to extend the Closing Date, if required, to a date not less than fifteen (15) calendar days from the date on which Seller notifies Purchaser in writing that any such default or breach has been cured and provides Purchaser with proper documentation evidencing that fact.

6.02. If the transaction for the sale and purchase of the Property is not consummated because of a default of Purchaser that remains uncured after the expiration of any applicable cure or grace period, Seller may terminate this Agreement and the Earnest Money shall be paid to Seller as full liquidated damages, which shall be Seller's sole and exclusive remedy for such default of Purchaser. The parties hereto acknowledge that (a) it is impossible to estimate more precisely the damages to be suffered by Seller upon Purchaser's default, (b) the amount of the Earnest Money is a pre-estimate or best estimate of the probable loss or damages to Seller in the event of Purchaser's default, and (c) the Earnest Money is intended not as a penalty, but as full liquidated damages pursuant to the provisions of O.C.G.A. §13-6-7.

6.03. If the transaction for the sale and purchase of the Property is not consummated because of a default by Seller, then Purchaser shall, at Purchaser's option, have the right to: (a)

terminate this Agreement by written notice to Seller, and receive a full refund of the Earnest Money, whereby Purchaser shall have no further obligations or liabilities under this Agreement, or (b) seek specific performance of this Agreement.

SECTION 7. SELLER'S REPRESENTATIONS AND WARRANTIES: Seller hereby represents and warrants to Purchaser as of the Effective Date and as of Closing, and agrees with Purchaser with respect to the following, as listed in Sections 7.01 through 7.13 hereof. Seller shall promptly notify Purchaser in writing of any event or condition which occurs or becomes known to Seller prior to Closing hereunder and which causes or could eventually cause a material change in the facts relating to, or the truth of, any of the representations and warranties listed below in Sections 7.01 through 7.13, subject to disclosure of any changes in facts or circumstances which may have occurred since the date hereof.

7.01. Title. Seller holds good, marketable, fee simple title to the Overall Doyal Land and the Doyal Acquisition Property. To Seller's knowledge, GDOT is the owner of the GDOT Property. Seller shall use good faith efforts to acquire good, marketable, fee simple title to the GDOT Property within forty-five (45) days after the Effective Date or as soon as is reasonably practicable thereafter. Upon Seller's acquisition of the GDOT Property, Seller shall promptly notify Purchaser in writing thereof. Seller has not entered into, and shall not enter into, any other letter of intent, agreement, or contract to sell or lease the Property with any party other than Purchaser.

7.02. Compliance with Laws. To the best of Seller's knowledge, there are no, and Seller has received no notice of, violations of law, municipal or county ordinances, or other legal requirements with respect to the Property or any part thereof.

7.03. Hazardous Substance or Waste. The Property was previously operated as a gas or service station that did or may have included underground storage tanks, oil change operations, and other activities that may have an environmental impact. The Seller makes no warranties or representations related to the environmental condition of the Property or as to the presence of hazardous substances or waste. Purchaser shall have the right to conduct any and all inspections and testing it deems necessary to determine the environmental condition of the Property.

7.04. Noncontravention. To the best of Seller's knowledge, this Agreement does not violate or constitute a default under Seller's organizational documents or any material agreement to which Seller is a party, or any permit applicable to the Property, or any statute, rule or regulation applicable to either Seller or the Property.

7.05. Litigation. There is no pending or threatened litigation or judicial proceeding against Seller that would affect Seller's ability to carry out the transaction contemplated by this Agreement, and there is no pending or threatened litigation or judicial proceeding relating to the Property.

7.06. Authority. Seller has the right, power, and authority to enter into this Agreement. Seller has obtained all consents and approvals required to enter into this Agreement and perform its obligations hereunder. No other consents or approvals are required in order for Seller to enter into this Agreement and perform its obligations hereunder.

7.07. No Notice of Condemnation. There is no pending, threatened or contemplated action by any governmental authority or any other entity having the power of eminent domain which might result in any part of the Property being taken by condemnation or conveyed in lieu thereof.

7.08. Boundary Line Disputes. There are no disputes concerning the location of the lines and corners of the Land.

7.09. Notices from Governmental Authorities. Seller has not received from any governmental authority written notice of any violation of any zoning, building, subdivision, fire and safety or business laws, rules or regulations applicable to any portion of the Property that has not been corrected to the standards and satisfaction of such applicable authority.

7.10. Zoning. During the term of this Agreement, Seller shall not seek any change in the current zoning classification of the Property or any variances with respect thereto without the prior written consent of Purchaser.

7.11. Executive Order. Seller is in compliance with the requirements of Executive Order No. 13224, 66 Fed. Reg. 49079 (Sept. 23, 2001) (the “**Order**”) and other similar requirements contained in the rules and regulations of the office of Foreign Assets Control, Department of the Treasury (“**OFAC**”) and in any enabling legislation or other Executive Orders or regulations in respect thereof (the Order and such other rules, regulations, legislation, or orders are collectively called the “**Orders**”).

(a) Seller:

i. is not listed on the Specially Designated Nationals and Blocked Persons List maintained by OFAC pursuant to the Order and/or on any other list of terrorists or terrorist organizations maintained pursuant to any of the rules and regulations of OFAC or pursuant to any other applicable Orders (such lists are collectively referred to as the “**Lists**”);

ii. is not a person who has been determined by competent authority to be subject to the prohibitions contained in the Orders; or

iii. is not owned or controlled by, or acts for or on behalf of, any person on the Lists or any other person who has been determined by competent authority to be subject to the prohibitions contained in the Orders.

(b) If Seller obtains knowledge that Seller becomes listed on the Lists or is indicted, arraigned, or custodially detained on charges involving money laundering or predicate crimes to money laundering, Seller shall immediately notify Purchaser in writing, and in such event, Purchaser shall have the right to terminate this Agreement without penalty or liability to Seller immediately upon delivery of notice thereof to Seller. In such event the Earnest Money shall be returned to Purchaser immediately.

7.12. No Other Agreement to Sell or Lease. Seller represents and warrants to Purchaser that Seller has no other agreement to sell, lease, or option the Property to a third party and that Seller is under no restriction to sell the Property.

7.13. Additional Agreements. From and after the Effective Date of this Agreement through and including the Closing, Seller shall cause the Property to be maintained in the same manner the Property has been maintained prior to the Effective Date. Seller shall deliver the Property to Purchaser at Closing in the same condition as on the Effective Date, natural wear and tear excepted. Subject to the terms and conditions contained herein, Seller shall not convey, transfer, lease, encumber, pledge or assign the Property or any right or interest therein or grant any easement, lien or encumbrance thereon prior to Closing.

The representations and warranties of Seller set forth herein shall survive Closing. In order to make a claim in respect of any representation or warranty, Purchaser must notify Seller in writing thereof within one hundred eighty (180) days after the date of Closing, in which case such claim as well as the representation and warranty applicable thereto shall survive until the resolution or full adjudication of such claim. Otherwise, the representations and warranties of Seller shall terminate upon the expiration of one hundred eighty (180) days after Closing. Notwithstanding any provision in this Agreement to the contrary and without limiting Purchaser's rights in Section 6.03 or otherwise, Purchaser shall be entitled to all rights and remedies available at law or in equity for Seller's breach of any representation, warranty, indemnity or other agreement which survives the Closing or the termination of this Agreement.

SECTION 8. Reserved.

SECTION 9. PROPERTY CONDITION: Except for routine or necessary maintenance and repairs, Seller shall not remove any vegetation or cause or permit the Property to be modified in any material respect prior to Closing.

SECTION 10. ASSIGNMENT: Purchaser may not assign this Agreement without the prior written consent of Seller, provided, however, that Purchaser shall be permitted to assign this Agreement to the Hospital Authority of Gwinnett County or a wholly-owned subsidiary of Purchaser without Seller's consent. Seller may not assign this Agreement without the prior written consent of Purchaser.

SECTION 11. TIME: Time is of the essence of this Agreement.

SECTION 12. ENTIRE AGREEMENT: This Agreement is the entire agreement between Purchaser and Seller, and there are no oral or other written agreements or representations directly or indirectly connected with this Agreement. This Agreement shall be construed under the laws of the State of Georgia.

SECTION 13. NOTICES: Any notice required or permitted to be given hereunder shall be in writing, and shall be deemed to be given (i) when hand-delivered to the applicable addresses set forth below, (ii) one (1) Business Day after pickup of such notice by Federal Express, UPS, or similar overnight express delivery service if such notice is properly addressed to the applicable party and postage paid, or (iii) when delivered by email transmission upon receipt of electronic confirmation that such notices were delivered to the parties at the email addresses below. Any notice sent by email must also be sent by another means of delivery provided herein within five (5) days of delivery of the email notification, but shall nonetheless be effective as of the date of the delivery by email as provided herein. If any party provides for a copy (or copies) of such notice

to be delivered as set forth below, notice to such party shall be deemed given only in the event such copy (or copies) are also deemed received.

If to Purchaser: Northside Hospital Inc.
 1100 Johnson Ferry Road, Suite 400
 Center Pointe – Building One
 Atlanta, Georgia 30342
 Attention: Real Estate/Property Management
 Email: Doug.MacDonald@Northside.com

With a copy to: Baker & Hostetler LLP
 1170 Peachtree Street, NE, Suite 2400
 Atlanta, Georgia 30309
 Attention: Wendy Markham, Esq.
 Email: wmarkham@bakerlaw.com

If to Seller: City of Lawrenceville
 P.O. Box 2200
 Lawrenceville, Georgia 30046
 Attention: Chuck Warbington, PE
 Email: chuck.warbington@lawrencevillega.org

For hand deliveries and overnight delivery:

City of Lawrenceville
 70 S. Clayton Street
 Lawrenceville, Georgia 30046
 Attention: Chuck Warbington, PE

SECTION 14. CONDEMNATION: Seller agrees to give written notice to Purchaser of any action, condemnation or other proceeding threatened, pending or instituted for condemnation or other taking of all or any part of the Property by a body having the power of eminent domain (each, a “**Condemnation**”) within ten (10) Business Days of Seller having knowledge of such action or proceeding. If, prior to Closing, all or any part of the Property or access to the Property is subject to or taken by a Condemnation, or sale in lieu thereof, then Purchaser, by written notice to Seller given within ten (10) Business Days following the date of Purchaser’s receipt of Seller’s written notice of such Condemnation, or if earlier, the Closing Date, may elect to terminate this Agreement by written notice to Seller, and receive a full refund of the Earnest Money, whereby Purchaser shall have no further obligations or liabilities relating to the Property subject to such termination, except as expressly set forth herein. If Purchaser does not elect to terminate this Agreement following any notice of a Condemnation of the Property within said ten (10) Business Day period, or if earlier, the Closing Date, then this Agreement shall remain in full force and effect, and Seller shall assign, transfer, and set over to Purchaser all of Seller’s right, title and interest in and to any awards that have been or that may thereafter be made for any such taking or sale in lieu thereof, in

consideration of the Purchase Price. Seller agrees to allow Purchaser to cooperate in any negotiations for any Condemnation of the Property.

SECTION 15. REAL ESTATE COMMISSIONS: Purchaser acknowledges and agrees, and represents and warrants to Seller, that Realty Trust Group, LLC (“**Purchaser’s Representative**”) has represented Purchaser in connection with this Agreement. Purchaser shall compensate Purchaser’s Representative pursuant to a separate agreement. Seller acknowledges and agrees, and represents and warrants to Purchaser, that no broker, agent, commission salesperson, or other persons has represented Seller in connection with this Agreement. To the extent allowed by law, if any, Seller shall and does hereby hold Purchaser harmless from, and shall and does hereby indemnify Purchaser against, any and all commissions, fees and expenses due and payable to, or claimed by, any broker claiming by, through or under Seller. Purchaser shall and does hereby hold Seller harmless from, and shall and does hereby indemnify Seller against, any and all commissions, fees and expenses due and payable to, or claimed by, any broker claiming by, through or under Purchaser (except for Purchaser’s Representative).

SECTION 16. EFFECTIVE DATE: Notwithstanding anything herein to the contrary, the Effective Date of this Agreement is the last date on which either Seller or Purchaser executes this Agreement.

SECTION 17. RESERVED.

SECTION 18. GOVERNMENTAL PROHIBITION:

18.01. It is the intention of Purchaser and Seller that this Agreement shall comply with all applicable provisions of local ordinances and state and federal law, including but not limited to the mandates of (i) Medicare and Medicaid Anti-Fraud and Abuse Laws, (ii) the Health Insurance Portability and Accountability Act, (iii) the Ethics in Patient Referrals Act (the “Stark Law”), (iv) the federal Anti-Kickback Statute, (v) laws and rulings which regulate certificates of need, letters of non-reviewability, and determination letters in the State of Georgia, (vi) the private inurement doctrine under the Internal Revenue Code of 1986, as amended, and its various regulations and interpretations, (vii) any other regulations adopted pursuant to the laws set forth in (i) through (vi) above, and (viii) any other law, rule, or regulation of similar scope or subject matter, now or hereinafter enacted (collectively, the “**Applicable Laws and Regulations**”). If Purchaser reasonably determines that this Agreement, or Purchaser’s rights or obligations hereunder, does not comply with the Applicable Laws and Regulations, Purchaser shall suspend performance of this Agreement by providing written notice to Seller, specifying the grounds for suspension of this Agreement. Immediately thereafter, Purchaser and Seller shall meet and confer in good faith and attempt to modify this Agreement to comply with the Applicable Laws and Regulations.

18.02. The Purchase Price payable by Purchaser under this Agreement and the benefits received by Purchaser under this Agreement, shall in no way be tied to, or in any manner connected to, the volume or value of medical referrals between Purchaser and Seller or to any medical referral relationship between Purchaser and Seller, or to any business otherwise generated between Purchaser and Seller for which payment may be made in whole or in part under Medicare or any state health care program.

18.03. Seller represents and warrants that neither (i) Seller nor (ii) any individual with a controlling interest in (a) Seller or (b) any entity affiliated with, controlled by or controlling Seller, is a “referring physician” or an “immediate family member” of a referring physician who may refer patients to Purchaser, as such terms are defined in the Ethics in Patient Referrals Act, 42 U.S.C. § 1395nn et seq, and its implementing regulations.

SECTION 19. COUNTERPARTS; ELECTRONIC SIGNATURES: This Agreement may be executed in counterparts, each of which (subject to the following sentence), when fully executed, shall be deemed an original, and all of which shall be but one agreement. Seller expressly agrees that if the signature of Purchaser and/or Seller on this Agreement or any counterpart of this Agreement is not an original, but is a digital, mechanical, or electronic reproduction (such as, but not limited to, a photocopy, fax, email, PDF, Adobe image, jpeg, telegram, telex, or telecopy), then, such digital, mechanical, or electronic reproduction shall be as enforceable, valid, and binding as, and the legal equivalent to, an authentic and traditional ink-on-paper original wet signature penned manually by its signatory. In the event of any conflict between any of such counterparts, the original or copy hereof held by Purchaser, including all exhibits thereto, shall control.

SECTION 20. RECITALS: The Recitals set forth in the beginning of this Agreement are hereby incorporated herein by this reference as if set forth in full and made a part of this Agreement.

SECTION 21. MISCELLANEOUS:

21.01. No waiver of any breach of any covenant or provisions contained herein will be deemed a waiver of any preceding or succeeding breach thereof, or of any other covenant or provision contained herein. No extension of time for performance of any obligation or act will be deemed an extension of the time for performance of any other obligation or act.

21.02. Headings at the beginning of each article and section are solely for the convenience of the parties and are not a part of this Agreement. Whenever required by the context of this Agreement, the singular will include the plural and the masculine will include the feminine and vice versa. This Agreement will not be construed as if it had been prepared by one of the parties, but rather as if both parties had prepared the same. All exhibits and schedules referred to in this Agreement are attached and incorporated by this reference, and any capitalized term used in any exhibit or schedule which is not defined in such exhibit or schedule will have the meaning attributable to such term in the body of this Agreement. In the event the date on which Purchaser or Seller is required to take any action under the terms of this Agreement is not a Business Day, the action will be taken on the next succeeding Business Day.

21.03. If any term or other provision of this Agreement is invalid, illegal, or incapable of being enforced by any rule of law or public policy, all of the other conditions and provisions of this Agreement will nevertheless remain in full force and effect, so long as the economic or legal substance of the transactions contemplated hereby is not affected in any adverse manner to either party. Upon such determination that any term or other provision is invalid, illegal or incapable of being enforced, the parties hereto will negotiate in good faith to modify this Agreement so as to reflect the original intent of the parties as closely as possible in an acceptable manner to the end that the transactions contemplated hereby are fulfilled to the extent possible.

21.04. Notwithstanding anything to the contrary contained herein, this Agreement shall not be deemed or construed to make the parties hereto partners or joint venturers, it being the intention of the parties to merely create the relationship of Seller and Purchaser with respect to the Property to be conveyed as contemplated hereby.

21.05. The parties comprising Seller (if more than one) shall have joint and several liability for the obligations of Seller under this Agreement.

21.06. Seller and Purchaser acknowledge that Purchaser's acquisition of property (including the Property) is contemplated by and subject to Article V, Section 5.01 of that certain Second Amended and Restated Lease and Transfer Agreement between Hospital Authority of Gwinnett County, Georgia ("HAGC") and Purchaser dated August 28, 2019 (the "Master Lease"). The Master Lease contemplates that the Property will be conveyed to HAGC (either at Closing or thereafter) and subject to the Master Lease.

[SIGNATURES COMMENCE ON FOLLOWING PAGE.]

IN WITNESS WHEREOF, the undersigned have caused this Agreement to be executed as of the dates hereinafter set forth.

SELLER:

CITY OF LAWRENCEVILLE, GEORGIA,
a municipal corporation of the State of Georgia

By: _____
Name: _____
Title: _____

[CORPORATE SEAL]

Date: _____

[SIGNATURES CONTINUED ON FOLLOWING PAGE.]

PURCHASER:

NORTHSIDE HOSPITAL, INC.,
a Georgia non-profit corporation

By: _____
Name: Doug MacDonald
Its: Vice President of Planning and Real Estate

[CORPORATE SEAL]

Date: _____

EXHIBIT A-1
ORIGINAL DOYAL LAND AND DOYAL ACQUISITION LAND

Tax Map Parcel # R7008 003B:

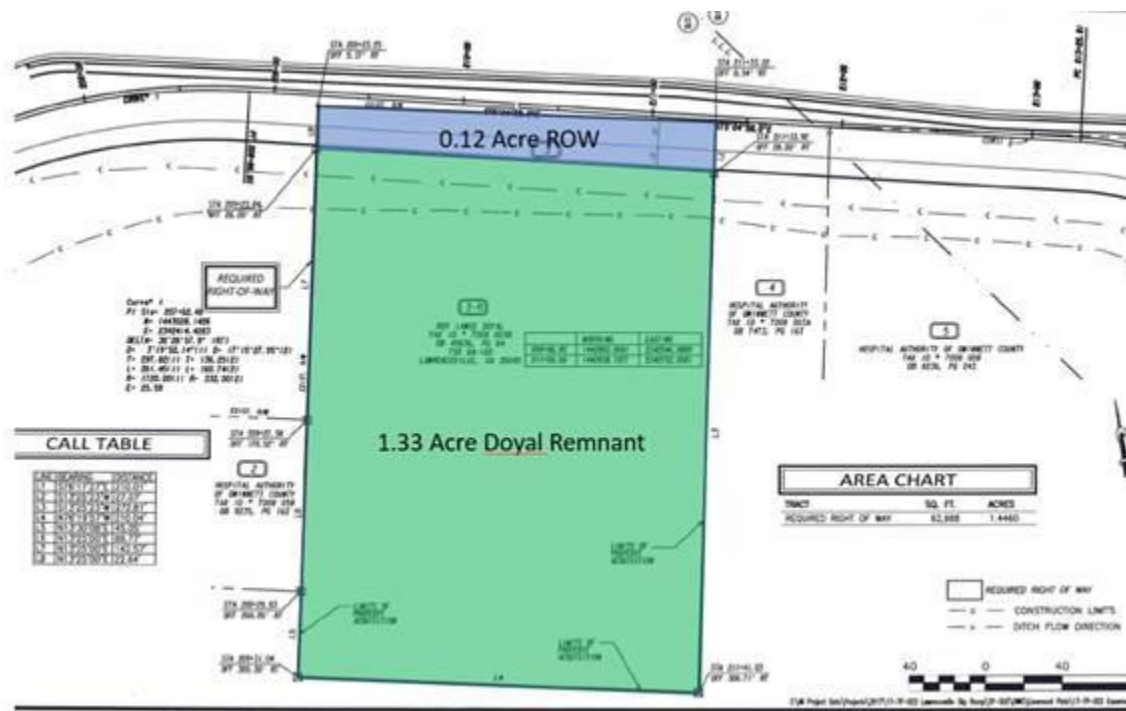


EXHIBIT A-2
GDOT LAND

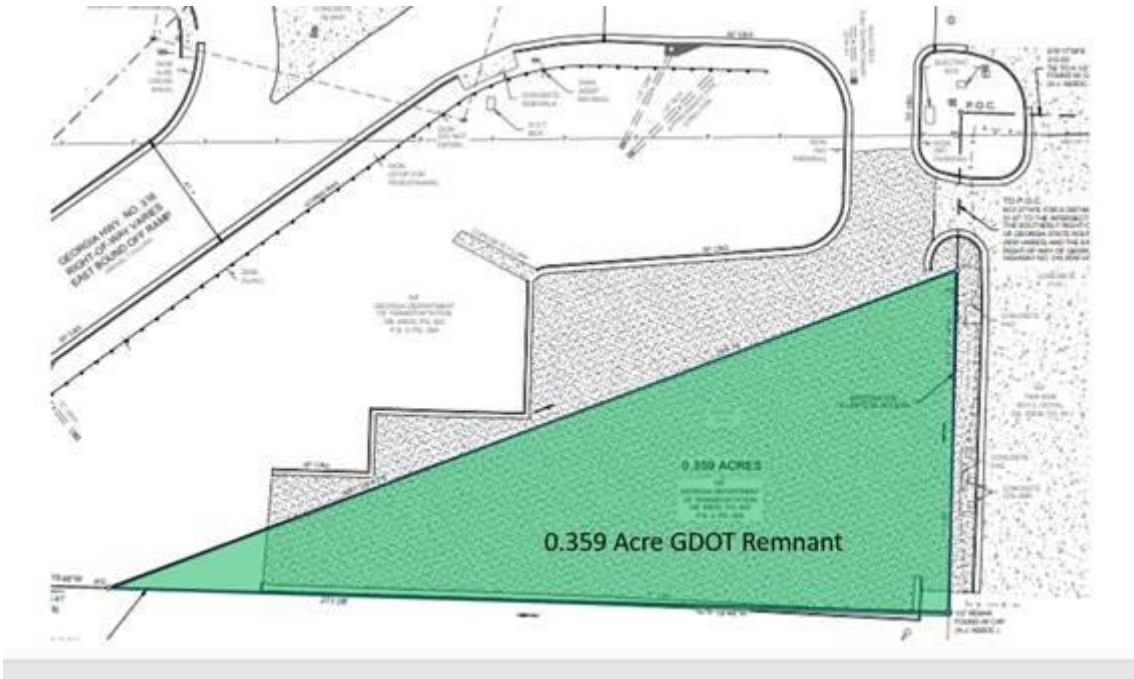


EXHIBIT B

[SEE ATTACHED]

Escrow Agreement

THIS ESCROW AGREEMENT (hereinafter referred to as “**Escrow Agreement**”) is made and entered into as of _____, 2021, by and among (i) **NORTHSIDE HOSPITAL, INC.**, a Georgia non-profit corporation (hereinafter referred to as “**Purchaser**”); (ii) **CITY OF LAWRENCEVILLE, GEORGIA**, a municipal corporation of the State of Georgia (hereinafter referred to as “**Seller**”); and (iii) **HUGHES, WHITE, KRALICEK, P.C.**, a Georgia professional corporation (hereinafter referred to as “**Escrow Agent**”).

WHEREAS, Seller and Purchaser have entered into a Purchase and Sale Agreement (the “**Purchase and Sale Agreement**”) dated as of _____, 2021, for the purchase and sale of approximately 1.689 acres located in Gwinnett County, Georgia, as more particularly described in the Purchase and Sale Agreement (hereinafter referred to as the “**Property**”);

WHEREAS, Purchaser and Seller desire to have Escrow Agent hold certain earnest money funds in escrow pursuant to the terms hereof; and

NOW, THEREFORE, in consideration of the premises and for other good and valuable consideration, the receipt and sufficiency whereof are hereby acknowledged, the parties hereto covenant and agree as follows:

Seller and Purchaser hereby appoint Hughes, White, Kralicek, as Escrow Agent hereunder.

Purchaser has, or will, deposit and deliver to Escrow Agent a wire transfer in the amount of TWENTY THOUSAND AND 00/100 DOLLARS (\$20,000.00) (the “**Earnest Money**”) representing the Earnest Money due under the Purchase and Sale Agreement. Additional monies may be deposited with Escrow Agent as may be provided in the Purchase and Sale Agreement, all of which are to be held and disbursed as provided herein and in the Purchase and Sale Agreement.

Escrow Agent agrees to deposit the Earnest Money in a non-interest bearing attorney’s escrow account and to hold and disburse the funds as herein provided. Notwithstanding anything to the contrary contained in the Purchase and Sale Agreement, the undersigned hereby agree that the disposition of the Earnest Money shall be solely governed by this Escrow Agreement.

All instructions to the Escrow Agent shall be in writing and provided to the other party in accordance with the notice provisions of the related purchase and sale agreement. Upon written notification, Escrow Agent shall deliver the Earnest Money pursuant to the terms and conditions of the Purchase Agreement or as jointly instructed by the parties, assuming said written instructions are mutually compatible. If written notification is not a joint instruction, Escrow Agent shall wait at least ten (10) business days before disturbing any funds. If the other party disagrees with the instructions provided to the Escrow Agent, the disagreeing party shall notify the Escrow Agent (with a copy to the opposing party) in writing within the ten business days. In the event of a dispute between any of the parties hereto sufficient in the sole discretion of Escrow Agent to justify its doing so, Escrow Agent shall be entitled to tender into the registry or custody of any court of competent jurisdiction all money or property in its hands held under the terms of this Escrow Agreement, together with such legal pleadings as it deems appropriate, and thereupon be

discharged. Escrow Agent shall be fully indemnified by the parties hereto for all his expenses, costs, and attorney's fees incurred in connection with any interpleader action which Escrow Agent may file, in its sole discretion, to resolve any dispute as to the Earnest Money; or which may be filed against the Escrow Agent. Escrow Agent's estimate of such costs, expenses or attorney's fees, shall be deducted from the Earnest Money, and the parties hereby authorize and direct Escrow Agent to sever said estimate from the Earnest Money and acknowledge and agree that the interpleaded amount shall be the Earnest Money minus the estimate. The undersigned parties hereby agree that upon a final judgment of any action with regard to a dispute as to the Earnest Money, Escrow Agent shall be reimbursed from the corpus of the amount interpleaded for any costs, expenses or attorney's fees in excess of the severed and retained estimate, and will remit to the parties to the action any excess amount remaining after payment of all Escrow Agent's costs, expenses and attorney's fees, in accordance with any directive contained within the final judgment. The undersigned Purchaser and Seller hereby consent to the Superior Court of Gwinnett County, Georgia, as the venue for said interpleader action, or any other civil action with regard to this Agreement.

The parties hereto covenant and agree that in performing any of its duties under this Escrow Agreement, Escrow Agent shall not be liable for any loss, costs or damage which it may incur as a result of serving as Escrow Agent hereunder, except for any loss, costs or damage arising out of its willful default or gross negligence.

Accordingly, Escrow Agent shall not incur any liability with respect to (i) any action taken or omitted to be taken in good faith upon advice of its counsel given with respect to any questions relating to its duties and responsibilities or (ii) any action taken or omitted to be taken in reliance upon any document, including any written notice of instruction provided in this Escrow Agreement, not only as to its due execution and the validity and effectiveness of its provisions, but also the truth and accuracy of any information contained therein, which Escrow Agent shall in good faith believe to be genuine, to have been signed or presented by a proper person or persons and to conform with the provisions of this Escrow Agreement. Escrow Agent shall not incur any liability for any loss or fund due to bank or other depository failure, suspension or cessation of business or any action or inaction on the part of the bank or other depository. Escrow Agent is specifically authorized to refuse to act except upon the written instructions of Purchaser and Seller.

Purchaser and Seller hereby agree to indemnify and hold harmless Escrow Agent against any and all losses, claims, damages, liabilities and expenses, including without limitation, reasonable cost of investigation and attorneys' fees and disbursements which may be imposed upon or incurred by Escrow Agent in connection with its serving as Escrow Agent hereunder.

If Purchaser should subsequently deliver any additional Earnest Money to Escrow Agent in connection with the sale contemplated by this Escrow Agreement, Escrow Agent shall hold such additional Earnest Money under the terms of this Escrow Agreement, unless instructed otherwise in writing by the parties.

[Signatures are set forth on the immediately following page.]

SELLER:

CITY OF LAWRENCEVILLE, GEORGIA,
a municipal corporation of the State of Georgia

By: _____
Name: _____
Title: _____

[CORPORATE SEAL]

Date: _____

[SIGNATURES CONTINUED ON FOLLOWING PAGE.]

PURCHASER:

NORTHSIDE HOSPITAL, INC.,
a Georgia non-profit corporation

By: _____
Name: Doug MacDonald
Its: Vice President of Planning and Real Estate

[CORPORATE SEAL]

Date: _____

[SIGNATURES CONTINUED ON FOLLOWING PAGE.]

ESCROW AGENT:

HUGHES, WHITE & KRALICEK, P.C.,
a Georgia professional corporation

R. Matthew Short, Esq.

Date: _____

[END OF SIGNATURES.]



LAWRENCEVILLE

GEORGIA

AGENDA REPORT

MEETING: REGULAR SESSION, APRIL 26, 2021

AGENDA CATEGORY: COUNCIL BUSINESS NEW BUSINESS

Item:	Lawrenceville Performing Arts Center (LPAC) Funding Transfers within Project Budget
Department:	City Manager
Date of Meeting:	Monday, April 26, 2021
Fiscal Impact:	N/A
Presented By:	Chuck Warbington, City Manager and Kip Stokes, Project Manager
Action Requested:	Authorize the Mayor to execute a change order to Carroll Daniel Construction in the amount of \$1,144,003.00 with a schedule extension of two months to be funded from budget transfers within the LPAC overall project budget and Authorize the Mayor to execute a change order to Stevens & Wilkinson in the amount of \$103,852.00 to be funded from budget transfers within the LPAC overall project budget.

Attachments/Exhibits:

2021-04-21 LPAC Budget Transfer Recommendations

Lawrenceville Performing Arts Center
April 21, 2021

Project Memo:

Recommendations of Funding Transfers within Project Budget

At the outset of the development of the Lawrenceville Performing Arts Center project, an overall project budget was established and allocated to cover the many aspects of the project from pre-design, design, and construction costs to furniture, furnishings and equipment (FFE) procurement. Currently, this overall project budget totals \$35,943,419. From the very first project budget discussions, it was expected that budget transfers between the project categories were necessary to balance the funding of contracts, purchases, and other project expenditures especially as the project gets closer to completion. Budget transfers is a standard practice for construction management delivery projects.

At this point in the process, the project is a little over 3 months away from substantial completion. Transfers from the FFE budgets, CARES Act Funds and Owner contingency funds are needed to cover expenditures in other project areas. These project areas are described below.

1. Construction Contract – Much of the FFE items (which includes the theatrical systems for the courtyard among other things) identified under the CARES Act budget is to be procured and installed through the construction manager's contract, rather than City procured, primarily for coordination purposes. In addition, the non-state contract furniture and food service equipment is to be procured and installed through the same construction manager contract for coordination purposes. The transition of owner contingency funds to the construction manager's contract is needed for additional construction scope (soil issues in courtyard, waterproofing of existing building, etc.) not covered under any other contract. Additionally, a change in the construction contract duration needs to be extended 2 additional months due to a variety of factors including weather delays, material delivery delays, unforeseen conditions, etc.
2. Design Contract – The initial estimate for additional design fees that were approved by Council for the redesign of the courtyard into a performance space was only about 60% of the level of effort needed to transition this area. Therefore, additional funding to cover this level of effort is needed. Correspondingly, the additional 2 months of construction time results in an additional 2 months of construction administration time by the design professionals.

Recommendations of these budget transfers are indicated below.

1. Construction Contract for Carroll Daniel Construction increase of \$1,144,003 – with \$493,626 from the CARES ACT FFE amount, \$268,712 from the FFE budget, and \$381,665 from the owner contingency budget.
2. Design Contract for Stevens & Wilkinson increase of \$103,852 – from the owner contingency budget.

MOTION:

Authorize the Mayor to execute a change order to Carroll Daniel Construction in the amount of \$1,144,003 with a schedule extension of two months to be funded from budget transfers within the LPAC overall project budget.

And

Authorize the Mayor to execute a change order to Stevens & Wilkinson in the amount of \$103,852 to be funded from budget transfers within the LPAC overall project budget.



LAWRENCEVILLE

GEORGIA

AGENDA REPORT

MEETING: REGULAR MEETING, APRIL 26, 2021

AGENDA CATEGORY: COUNCIL BUSINESS, NEW BUSINESS

Item: Clayton Street Knee Wall Project

Department: Engineering

Date of Meeting: Monday, April 26, 2021

Fiscal Impact: \$192,775.00

Presented By: Chuck Warbington, City Manager

Action Requested: Approve low bid from Excellere Construction, LLC in the amount of \$192,775.00 for bid SB014-21 Clayton Street Knee Wall Project.

Summary: There were five bids for the construction of a knee wall along Clayton Street. Staff is recommending the low bid of Excellere Construction, LLC in the amount of \$192,775.00.

Fiscal Impact: \$192,775.00

Attachments/Exhibits: Bid tabulation

				DAF Concrete, Inc.		Excellere Construction, LLC		Surfaces Group, LLC		The Dickerson Group, Inc.		Tri Scapes, Inc.	
ITEM #	DESCRIPTION	APPROX. QTY		UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE
1	Warranties & Bonds	1	LS	\$6,500.00	\$6,500.00	\$2,193.39	\$2,193.39	\$4,000.00	\$4,000.00	\$8,200.00	\$8,200.00	\$4,500.00	\$4,500.00
2	Mobilization(move in & move out)	1	LS	\$5,000.00	\$5,000.00	\$2,105.15	\$2,105.15	\$2,000.00	\$2,000.00	\$7,500.00	\$7,500.00	\$7,500.00	\$7,500.00
3	Traffic Control	1	LS	\$15,000.00	\$15,000.00	\$752.54	\$752.54	\$9,000.00	\$9,000.00	\$18,550.00	\$18,550.00	\$30,000.00	\$30,000.00
4	Site Finish Grading Complete (Including Clearing, Grubbing & Tree Removal)	1	LS	\$30,000.00	\$30,000.00	\$39,782.62	\$39,782.62	\$20,000.00	\$20,000.00	\$115,000.00	\$115,000.00	\$25,000.00	\$25,000.00
5	Complete Demolition including Haul off & Remove & Replace Unsuitable Soil. Extreme Care not to damage 48” Oak Tree	1	LS	\$30,000.00	\$30,000.00	\$811.01	\$811.01	\$8,000.00	\$8,000.00	\$18,235.00	\$18,235.00	\$5,250.00	\$5,250.00
6	Storm Drain: Install Complete, 6" & 4" Pvc Piping Including 4" Perforated Pipe for Drainage, including 4"Atrium Grates, New 12"x12" Yard Drop Inlet with Trench Drain All Tie-Ins as per the Drawing	1	LS	\$15,000.00	\$15,000.00	\$14,404.32	\$14,404.32	\$13,000.00	\$13,000.00	\$14,550.00	\$14,550.00	\$22,650.00	\$22,650.00
7	Construct Complete Reinforced Concrete Wall, Footings & Flumes Incl. Excavation & selected Back Fill Materials as shown on the Drawings Including Granite Rubble Seat Wall - To Match Lawn Walls in the area.	1	LS	\$295,050.00	\$295,050.00	\$51,164.86	\$51,164.86	\$69,000.00	\$69,000.00	\$72,500.00	\$72,500.00	\$22,000.00	\$22,000.00
8	Install Granite Rubble Facing Seat Wall Including Granite Cap - to match lawn walls in the area.	1	LS	\$118,020.00	\$118,020.00	\$32,461.59	\$32,461.59	\$46,000.00	\$46,000.00	\$122,500.00	\$122,500.00	\$133,000.00	\$133,000.00
9	Install Complete 2" Gas & Water Sleeves as per the Drawings.	1	LS	\$8,000.00	\$8,000.00	\$125.13	\$125.13	\$1,000.00	\$1,000.00	\$2,890.00	\$2,890.00	\$5,000.00	\$5,000.00
10	Remove and Relocate Complete Existing Street Lights to new locations as per the Drawings, Elevations with Base & Conduit including Electrical JB (New Old Castle), #8 Copper Electrical Wire *If Req & Wiring	1	LS	\$40,000.00	\$40,000.00	\$16,077.48	\$16,077.48	\$30,000.00	\$30,000.00	\$33,650.00	\$33,650.00	\$36,000.00	\$36,000.00
11	Install Complete 4'-5' Wide - 4" Thick Min 3000 PSI Concrete Sidewalk	10	SY	\$40.00	\$400.00	\$216.57	\$2,165.70	\$100.00	\$1,000.00	\$322.00	\$3,220.00	\$84.38	\$843.80
12	Sod Installation Final Landscaping Complete as per the Drawings, with Bermuda Sod, Jute Mesh and Love Grassing	1	LS	\$10,000.00	\$10,000.00	\$10,112.84	\$10,112.84	\$11,000.00	\$11,000.00	\$11,500.00	\$11,500.00	\$4,000.00	\$4,000.00
13	Erosion Control (all included for all phases) Seed & Straw	1	LS	\$5,000.00	\$5,000.00	\$3,093.37	\$3,093.37	\$3,000.00	\$3,000.00	\$5,000.00	\$5,000.00	\$4,200.00	\$4,200.00
SUBTOTAL				\$577,970.00		\$175,250.00		\$217,000.00		\$433,295.00		\$299,943.80	
10% City Contingencies				\$57,797.00		\$17,525.00		\$21,700.00		\$43,329.50		\$29,994.38	
TOTAL				\$635,767.00		\$192,775.00		\$238,700.00		\$476,624.50		\$329,938.18	

Recommended Vendor:
Excellere Construction, LLC
4343 Shallowford Rd. Ste. B6B
Marietta, GA 30062
770-676-5727
luigiH@excellere-ga.com



LAWRENCEVILLE

GEORGIA

AGENDA REPORT

MEETING: REGULAR SESSION, APRIL 26, 2021

AGENDA CATEGORY: COUNCIL BUSINESS NEW BUSINESS

Item:	Sound System and Stage Lighting Equipment Rentals on an Annual Contract Change Order 1
Department:	Community Relations
Date of Meeting:	Monday, April 26, 2021
Fiscal Impact:	\$62,000.00
Presented By:	Melissa Hardegree, Community Relations Director
Action Requested:	Approval of Sound System and Stage Lighting Equipment Rentals on an Annual Contract Change Order 1 to Sound Solutions, LLC. in the amount of \$62,000.00. Authorization for Mayor to execute Change Order 1.

Summary: This contract provides for the sound system and stage lighting for the Lawrenceville Lawn and other City venues for various community events and concerts. This generally doubles the number of events and concerts than the original contract indicated. This contract is in the final renewal year and will be re-solicited next year.

Background: The City Manager approved the renewal of this contract for \$37,000.00 in February 2021. Additional equipment and time are required with the opening of the new permanent stage at the Lawrenceville Lawn. Moreover, additional events have been scheduled using the portable stage which will require equipment as well. Total contract value with approval of change order 1 will be \$99,000.00.

Fiscal Impact: Amount of \$62,000.00. This amount was fully budgeted and planned for and is funded by the Rental of Equipment and Vehicles Fund (1006175.522320).

Attachments/Exhibits:
Change Order 1



CITY OF LAWRENCEVILLE

CONTRACT/PO CHANGE ORDER

Department: Community Relations Change Order #: 1

Project/PO: RP001-16 Change Order Date: 04/15/2020

Contractor/Vendor: Sound Solutions, LLC

Reason Codes: **A**-New Requirement, **B**- Unforeseen Condition, **C**- Professional Errors & Omissions, **D**- City Request, **E**- Project Close-out and/or Progress Adjustments not included in Change Order

It is agreed to modify the Contract referred to above as follows:

Item	Reason Code	Item and Description of Change	Change in Contract Amount (Increase/Decrease)
1	A	Due to the requirements of the new stage and the addition of new events, an increase in funds on the Sound Solutions contract are requested for Sound & Lighting during any Live Entertainment hosted at the Lawrenceville Lawn. This will cover 20 events.	\$62,000.00
		Net Amount	\$62,000.00

A completed Change Order Detail Listing must be attached. If applicable, attach justification memo, proposal, etc.

Original Contract/PO Amount:	\$ <u>37,000.00</u>
Previous Change Order Amount:	\$ <u></u>
Amount of Change Order Requested (Increase /Decrease)	\$ <u>62,000.00</u>
New Contract/PO Amount (Including this Change Order)	\$ <u>\$99,000.00</u>

This contract period provided for completion will be increased/decreased by 1 calendar days. Adjusted completion date is , 20.

This document will become a supplement to the contract and all provisions of the contract will apply hereto.

<u>Jasmine Billings</u> Requestor	<u>Melissa Hardegree</u> Department Director	<u></u> Authorized Approval
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LAWRENCEVILLE

GEORGIA

AGENDA REPORT

MEETING: REGULAR SESSION, APRIL 26, 2021

AGENDA CATEGORY: COUNCIL BUSINESS NEW BUSINESS

Item:	Purchase and Sale Agreement for 145 Neal Blvd
Department:	City Manager
Date of Meeting:	Monday, April 26, 2021
Fiscal Impact:	\$500,000.00
Presented By:	Chuck Warbington, City Manager
Action Requested:	Approve purchase and sale agreement for 145 Neal Blvd and Authorize the Mayor or City Manager to execute documents upon review and approval of City Attorney.

Summary:

Background:

Fiscal Impact: Funds will come from fund balance

Attachments/Exhibits:

PSA_145 Neal Blvd



COMMERCIAL & ACREAGE GROUP

COMMERCIAL PURCHASE AND SALE AGREEMENT

Offer Date: 4/9/2021

2021 Printing

A. KEY TERMS AND CONDITIONS

1. Purchase and Sale. The undersigned buyer(s) ("Buyer") agree to buy and the undersigned seller(s) ("Seller") agree to sell the real property described below including all fixtures, improvements and landscaping therein ("Property") on the terms and conditions set forth in this Agreement.

a. Property Identification: Address: 145 Neal Blvd

City Lawrenceville, County Gwinnett, Georgia, Zip Code 30046

MLS Number: _____ Tax Parcel I.D. Number: R5147 122A

b. Legal Description: The legal description of the Property is attached as Exhibit A hereto.

2. Purchase Price of Property to be Paid by Buyer.

\$ 500000

3. Closing Costs.

Seller's Contribution at Closing: \$ 0

4. Closing and Possession Date.

5/21/2021

5. Holder of Earnest Money/Escrow Agent ("Holder").

Thompson, Sweeny, Kinsinger & Pereira, P.C.

6. Closing Attorney/Law Firm.

Thompson, Sweeny, Kinsinger & Pereira, P.C.

7. Earnest Money.

a. Earnest Money shall be paid by ☐ check ☐ cash or ☐ wire transfer of immediately available funds as follows:

☐ i. \$ _____ as of the Offer Date.

☒ ii. \$ 10000 within 5 days from the Binding Agreement Date.

☐ iii. _____

b. Disputes regarding Earnest Money shall be resolved by a reasonable interpretation by ☐ Holder OR ☒ arbitration.

8. Due Diligence Period. Property is being sold subject to a Due Diligence Period of 0 days from the Binding Agreement Date. Seller shall deliver Due Diligence Materials to Buyer within 0 days from Binding Agreement Date.

9. Title Examination. Buyer shall have 28 days from the Binding Agreement Date in which to furnish written title objections to Seller.

10. Existing Brokerage Commissions or Management Obligations. If there are any brokerage commissions or management obligations due in connection with any leases or other agreements pertaining to the Property, then ☒ the existing brokerage commissions or management obligations will be paid by Seller at Closing, OR ☐ Buyer will assume existing lease commissions and/or management obligations.

11. Assignment. Buyer ☒ may OR ☐ may not assign this Agreement in accordance with the terms of this Agreement.

12. Brokerage Relationships in this Transaction.

a. Buyer's Broker is Norton Commercial Acreage Group **and is:**

(1) ☐ representing Buyer as a client.

(2) ☒ working with Buyer as a customer.

(3) ☐ acting as a dual agent representing Buyer and Seller.

(4) ☐ acting as a designated agent where:

_____ has been assigned to exclusively represent Buyer.

b. Seller's Broker is Norton Commercial Acreage Group **and is:**

(1) ☒ representing Seller as a client.

(2) ☐ working with Seller as a customer.

(3) ☐ acting as a dual agent representing Buyer and Seller.

(4) ☐ acting as a designated agent where:

_____ has been assigned to exclusively represent Seller.

c. Material Relationship Disclosure: The material relationships required to be disclosed by either Broker are as follows:

13. Time Limit of Offer. The Offer set forth herein expires at _____ o'clock _____ m. on the date _____.

Buyer(s) Initials _____

Seller(s) Initials _____

THIS FORM IS COPYRIGHTED AND MAY ONLY BE USED IN REAL ESTATE TRANSACTIONS IN WHICH Patrick Cisco IS INVOLVED AS A REAL ESTATE LICENSEE. UNAUTHORIZED USE OF THE FORM MAY RESULT IN LEGAL SANCTIONS BEING BROUGHT AGAINST THE USER AND SHOULD BE REPORTED TO THE GEORGIA ASSOCIATION OF REALTORS® AT (770) 451-1831.

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B. CORRESPONDING PARAGRAPHS FOR SECTION A

1. Purchase and Sale.

- a. **Warranty:** Seller warrants that at the time of closing Seller will convey good and marketable title to said Property by limited warranty deed subject only to: (1) zoning; (2) general utility, sewer, and drainage easements of record as of the Binding Agreement Date and upon which the improvements (other than any driveway or walkway) do not encroach; (3) declarations of condominium and declarations of covenants, conditions and restrictions of record on the Binding Agreement Date; and (4) leases and other encumbrances specified in this Agreement. Buyer agrees to assume Seller's responsibilities in any leases specified in this Agreement.
- b. **Examination:** Buyer may examine title and obtain a survey of the Property and furnish Seller with a written statement of title objections at or prior to the closing. If Seller fails or is unable to satisfy valid title objections at or prior to the closing or any unilateral extension thereof, which would prevent the Seller from conveying good and marketable title to the Property, then Buyer, among its other remedies, may terminate the Agreement without penalty upon written notice to Seller. Good and marketable title as used herein shall mean title which a title insurance company licensed to do business in Georgia will insure at its regular rates, subject only to standard exceptions.
- c. **Seller's Obligations at Closing.** At Closing, Seller shall deliver to Buyer: (a) a Closing Statement; (b) Limited Warranty Deed; (c) FIRPTA Affidavit (indicating that Seller is not a "foreign person" or "foreign corporation" as that term is defined in Section 1445(f)(3) of the Internal Revenue Code of 1986); (d) an Affidavit of Seller's Residence Regarding Georgia Withholding Tax, establishing that Seller is exempt from the requirements of O.C.G.A. § 48-7-128, the Georgia Withholding Statute (or Affidavit of Exemption or Affidavit of Seller's Gain, if withholding is required); (e) a transfer tax declaration form properly signed and executed by Seller; and, (f) all documents which Seller must execute under the terms of this Agreement to cause the Title Company to deliver to Buyer the Title Policy, including, without limitation, a title affidavit from Seller to Buyer and to the Title Company in the form customarily used in Georgia commercial real estate transactions so as to enable the Title Company to issue Buyer the Title Policy with all standard exceptions deleted and subject only to the Permitted Exceptions and evidence reasonably satisfactory to Title Company of its due and proper authority and power to perform its obligations hereunder. In addition, Seller shall deliver to Buyer at Closing all documents/items indicated in Exhibit "C", if any. (All documents to be delivered by Seller under this paragraph, including all documents/items indicated in Exhibit "C" are collectively "Seller's Closing Documents".)
- d. **Conditions to Closing.**
 - i. **Conditions in Favor of Buyer:** The obligation of Buyer to consummate the transaction contemplated herein is conditioned upon the following conditions precedent as of the Closing Date:
 - (a) All representations and warranties of Seller made herein shall remain true and correct;
 - (b) Seller shall have performed all of the covenants undertaken by Seller in this Agreement to be performed by Seller at or prior to Closing;
 - (c) Seller shall have delivered to the Buyer properly executed originals of Seller's Closing Documents;
 - (d) There shall have been no material adverse change in the physical condition of Property, except as otherwise provided for in this Agreement; and
 - (e) The issuance at Closing of the Title Policy (or marked binder), with all standard exceptions deleted and subject only to the Permitted Exceptions.
 - ii. **Conditions in Favor of Seller:** The obligation of Seller to consummate the transaction contemplated herein is conditioned upon the following conditions precedent as of the Closing Date:
 - (a) All representations and warranties of Buyer made herein shall remain true and correct;
 - (b) Buyer shall have performed all of the covenants undertaken by Buyer in this Agreement to be performed by Buyer at or prior to Closing; and
 - (c) Buyer shall have: (a) delivered to the Seller properly executed originals of the transfer tax declaration form, title policy documents, closing statement, and any other documents identified in Exhibit "C" that require Buyer's signature; and (b) paid the Purchase Price, plus or minus prorations and adjustments, to Seller.

2. **Purchase Price of Property to be Paid by Buyer.** The Purchase Price shall be paid in U.S. Dollars at Closing by wire transfer of immediately available funds, or such other form of payment acceptable to the Closing Attorney.

3. Closing Costs.

- a. **Seller's Costs:** Seller shall pay the amount of Seller's Monetary Contribution at Closing, if any, referenced in this Agreement, the cost of recording any title curative document, including, without limitation, satisfactions of deeds to secure debt, quitclaim deeds and financing statement terminations; all deed recording fees and the fees of Seller's counsel.
- b. **Buyer's Costs:** Buyer shall pay the cost of Buyer's counsel and consultants; all transfer taxes; any costs in connection with Buyer's inspection of Property and any costs associated with obtaining financing for the acquisition of Property (including any intangibles tax, all deed recording fees and the cost of recording Buyer's loan documents); and the cost of any title examination, survey of the Property obtained by Buyer and any owner's or lender's title insurance.
- c. **Taxes and Prorations.** Ad valorem property taxes, community association fees, solid waste and governmental fees and utility bills for which service cannot be terminated as of the date of closing; rents, tenant improvements costs and leasing commissions on Property for the calendar year in which the Closing takes place shall be prorated as of 12:01 a.m. on the Closing Date. In the event ad valorem property taxes are based upon an estimated tax bill or tax bill under appeal, Buyer and Seller shall, upon the issuance of the actual tax bill or the appeal being resolved, promptly make such financial adjustments between themselves as are necessary to correctly prorate the tax bill. In the event there are tax savings resulting from a tax appeal, third party costs to handle the appeal may be deducted from the savings for that tax year before re-prorating. Any pending tax appeal shall be deemed assigned to Buyer at closing.

4. Closing and Possession Date.

- a. Right to Extend the Closing Date:** Buyer or Seller may unilaterally extend the closing date for eight (8) days upon notice to the other party given prior to or on the date of closing if: (1) Seller cannot satisfy valid title objections (excluding title objections that: (a) can be satisfied through the payment of money or by bonding off the same; and (b) do not prevent Seller from conveying good and marketable title, as that term is defined herein, to the Property); (2) Buyer's mortgage lender (even in "all cash" transactions where Buyer is obtaining a mortgage loan) or the closing attorney is delayed and cannot fulfill their respective obligations by the date of closing, provided that the delay is not caused by Buyer; or (3) Buyer has not received required estimates or disclosures and Buyer is prohibited from closing under federal regulations. The party unilaterally extending the closing date shall state the basis for the delay in the notice of extension. If the right to unilaterally extend the closing date is exercised once by either the Buyer or Seller, the right shall thereafter terminate.
- b. Keys and Openers:** At Closing, Seller shall provide Buyer with all keys, door openers, codes and other similar equipment pertaining to the Property.

- 5. Holder of Earnest Money/Escrow Agent.** The earnest money shall be deposited into Holder's escrow/trust account (with Holder being permitted to retain the interest if the account is interest bearing) not later than: (a) five (5) banking days after the Binding Agreement Date hereunder or (b) five (5) banking days after the date it is actually received if it is received after the Binding Agreement Date. If Buyer writes a check or pays with an ACH for earnest money and the same is deposited into Holder's escrow/trust account, Holder shall not return the earnest money until the check or ACH has cleared the account on which the check was written or from which the ACH was sent. In the event any earnest money check is dishonored by the bank upon which it is drawn, or earnest money is not timely paid, Holder shall promptly give notice of the same to Buyer and Seller. Buyer shall have three (3) banking days from the date of receiving the notice to cure the default and if Buyer does not do so, Seller may within seven (7) days thereafter terminate this Agreement upon notice to Buyer. If Seller fails to terminate the Agreement timely, Seller's right to terminate based on the default shall be waived.

- 6. Closing Attorney/Law Firm.** Buyer shall have the right to select the closing attorney to close this transaction, and hereby selects the closing attorney referenced herein. In all cases where an individual closing attorney is named in this Agreement but the closing attorney is employed by or an owner, shareholder, or member in a law firm, the law firm shall be deemed to be the closing attorney. If Buyer's mortgage lender refuses to allow that closing attorney to close this transaction, Buyer shall select a different closing attorney acceptable to the mortgage lender. The closing attorney shall represent the mortgage lender in any transaction in which the Buyer obtains mortgage financing (including transactions where the method of payment referenced herein is "all cash"). In transactions where the Buyer does not obtain mortgage financing, the closing attorney shall represent the Buyer.

7. Earnest Money.

- a. Receipt:** In the event Buyer terminates this Agreement during the Due Diligence Period or does not otherwise close this transaction, Buyer shall promptly return all Due Diligence materials to Seller. The earnest money shall be deposited into Holder's escrow/trust account (with Holder being permitted to retain the interest if the account is interest bearing) not later than: (a) five (5) banking days after the Binding Agreement Date hereunder or (b) five (5) banking days after the date it is actually received if it is received after the Binding Agreement Date. If Buyer writes a check for earnest money and the same is deposited into Holder's escrow/trust account, Holder shall not be required to return the earnest money until the check has cleared the account on which the check was written. In the event any earnest money check is dishonored for any reason by the bank upon which it is drawn, Holder shall promptly give notice to Buyer and Seller. Buyer shall have 3 banking days after notice to deliver good funds to Holder. In the event Buyer does not timely deliver good funds, Seller shall have the right to terminate this Agreement upon written notice to Buyer.
- b. Entitlement to Earnest Money:** Subject to the Disbursement of earnest money paragraph below:
- (1) Buyer shall be entitled to the earnest money upon: (a) failure of the parties to enter into a binding agreement; (b) failure of any contingency or condition to which this Agreement is subject; (c) termination of this Agreement due to the default of Seller; (d) the termination of this Agreement in accordance with a specific right to terminate set forth in the Agreement; or (e) upon the closing of Property.
 - (2) Seller shall be entitled to the earnest money if this Agreement is terminated due to the default of Buyer. In such event, Holder may pay the earnest money to Seller by check, which if accepted and deposited by Seller, shall constitute liquidated damages in full settlement of all claims of Seller. It is agreed to by the parties that such liquidated damages are not a penalty and are a good faith estimate of Seller's actual damages, which damages are difficult to ascertain.
- c. Disbursement of Earnest Money:** Holder shall disburse Earnest Money only as follows: (a) at Closing; (b) upon a subsequent written agreement signed by Buyer and Seller; (c) as set forth below in the event of a dispute regarding earnest money; or (d) the failure of the parties to enter into a binding agreement (where there is no dispute over the formation or enforceability of the Agreement). No party shall seek damages from Holder, nor shall Holder be liable for any such damages, for any matter arising out of or related to the performance of Holder's duties hereunder.

- d. Disputes Regarding Earnest Money:** In the event Buyer or Seller notifies Holder of a dispute regarding the disposition of Earnest Money that Holder cannot resolve, Holder shall settle the dispute in accordance with method selected on the cover page of this Agreement.
- (1) **Reasonable Interpretation by Holder:** In the event earnest money disputes are to be resolved by Holder herein, Holder may disburse the earnest money upon a reasonable interpretation of the Agreement, provided that Holder first gives all parties 10 days notice stating to whom and why the disbursement will be made. Any party may object to the proposed disbursement by giving written notice of the same to Holder within the ten (10) day notice period. Objections not timely made in writing shall be deemed waived. If Holder receives an objection and after considering it, decides to disburse the earnest money as originally proposed, Holder may do so and send notice to the parties of Holder's action. If Holder decides to modify its proposed disbursement, Holder shall first send a new ten (10) day notice to the parties stating the rationale for the modification and to whom the disbursement will now be made. If there is a dispute over the earnest money which the parties cannot resolve after a reasonable period of time, and where Holder has a bona fide question as to who is entitled to the earnest money, Broker may interplead the earnest money into a court of competent jurisdiction. Holder shall be reimbursed for and may deduct from any funds interpleaded, its costs and expenses, including reasonable attorney's fees actually incurred. The prevailing defendant in the interpleader lawsuit shall be entitled to collect its attorney's fees and court costs and the amount deducted by Holder from the non-prevailing defendant.
 - (2) **Arbitration:** In the event arbitration is selected as the method to resolve earnest money disputes, such disputes shall be resolved by arbitration in accordance with the Federal Arbitration Act 9 U.S.C. § 1 et. seq. and the rules and procedures of the arbitration company selected to administer the arbitration. Upon making or receiving a demand for arbitration, the parties shall work together in good faith to select a mutually acceptable arbitration company with offices in Georgia to administer and conduct the arbitration. If the parties cannot mutually agree on an arbitration company, the company shall be selected as follows. Each party shall simultaneously exchange with the other party a list of three arbitration companies with offices in Georgia acceptable to that party to administer and conduct the arbitration. If there is only one (1) arbitration company that is common to both lists, that company shall administer and conduct the arbitration. If there is more than one arbitration company that is common to both lists, the parties shall either mutually agree on which arbitration company shall be selected or flip a coin to select the arbitration company. If there is not initially a common arbitration company on the lists, the parties shall repeat the process by expanding their lists by two each time until there is a common name on the lists selected by the parties. The decision of the arbitrator shall be final and the arbitrator shall have authority to award attorneys' fees and allocate the costs of arbitration as part of any final award.
- 8. Due Diligence.** Buyer has paid Seller the sum of \$25, the receipt of which is hereby acknowledged by Seller, as option money for Buyer having the right to terminate this agreement during the Due Diligence Period. Prior to closing, Buyer and Buyer's agents shall have the right to enter upon Property at Buyer's expense, and at reasonable times, to inspect, survey, examine, and test Property as Buyer may deem necessary as part of Buyer's acquisition of Property. Buyer shall indemnify and hold Seller and all Brokers harmless from and against any and all claims, injuries, and damages to persons and/or property arising out of or related to the exercise of Buyer's rights hereunder. During the Due Diligence Period Buyer may evaluate Property, the feasibility of the transaction, the availability and cost of financing, and any other matter of concern to Buyer. During the Due Diligence Period, Buyer shall have the right to terminate this Agreement upon notice to Seller if Buyer determines, based on an evaluation of the above, that it is not desirable to proceed with the transaction. In such event, Holder shall promptly refund Buyer's earnest money in accordance with the earnest money paragraph below.
- 9. Title Examination.**
- a. **Warranties of Seller:** Seller warrants that at Closing, Seller shall convey good and marketable, fee simple title to Property to Buyer by limited warranty deed, subject only to the following exemptions:
 - (1) Liens for ad valorem taxes not yet due and payable;
 - (2) Those exceptions to which Buyer does not object or which Buyer waives in accordance with the Title Objections paragraph below.
 - (3) Those Permitted Exceptions attached hereto and incorporated herein as an exhibit to which Buyer has agreed not to object. For all purposes under this Agreement, "Good and marketable, fee simple title" with respect to Property shall be such title: (a) as is classified as "marketable" under the Title Standards of the State Bar of Georgia; and (b) as is acceptable to and insurable by a title insurance company doing business in Georgia ("Title Company"), at standard rates on an American Land Title Association Owner's Policy ("Title Policy").
 - b. **Title Objections:** Seller shall have until the Closing to cure all valid title objections ("Title Cure Period"). Seller shall satisfy any existing liens or monetary encumbrances identified by Buyer as title objections which may be satisfied by the payment of a sum certain prior to or at Closing. Except for Seller's obligations in the preceding sentence, if Seller fails to cure any other valid title objections of Buyer within the Title Cure Period (and fails to provide Buyer with evidence of Seller's cure satisfactory to Buyer and to the Title Company), Buyer may, as Buyer's sole remedies: (1) rescind the transaction contemplated hereby, in which case, Buyer shall be entitled to the return of Buyer's earnest money; (2) waive any such objections and elect to close the transaction contemplated hereby irrespective of such title objections and without reduction of the Purchase Price; or (3) extend the Closing Date for a period of time not to exceed fifteen (15) days to allow Seller further time to cure such valid title objections. Failure to act in a timely manner under this paragraph shall constitute a waiver of Buyer's rights hereunder. Buyer shall have the right to re-examine title prior to Closing and notify Seller at Closing of any title objections which appear of record after the date of Buyer's initial title examination and before Closing.
- 10. Existing Brokerage Commissions or Management Obligations.** The Property may be subject to management, service or other contracts that affect the Property that cannot be terminated at Closing by Buyer. Seller agrees to provide Buyer with copies of any management, service or other contracts that affect the Property as part of the Due Diligence Materials to be delivered by Seller to Buyer.

11. **Assignment.** If Buyer does not have the right to assign this Agreement, then Buyer cannot assign this Agreement without the prior written permission of Seller. Any such approved assignment shall not release the original Buyer from any liabilities or obligations herein. Notice of such assignment shall be delivered to the Seller within 2 working days of execution, but not less than 5 days from closing. If Buyer has the right to assign this Agreement, then this Agreement may be assigned by the Buyer to any legal entity of which the Buyer or a principal or principals of Buyer own at least a 25% interest.
12. **Brokerage Relationships in this Transaction.**
- a. Seller has agreed to pay Listing Broker(s) a real estate commission pursuant to that certain brokerage engagement agreement entered into between the parties and incorporated herein by reference ("Listing Agreement"). Pursuant to the terms of the Listing Agreement, the Listing Broker has agreed to share that commission with the Selling Broker.
The closing attorney is hereby authorized and directed to pay the Broker(s) at closing, their respective commissions out of the proceeds of the sale. If the sale proceeds are insufficient to pay the full commission, the party owing the commission shall pay any shortfall at closing. If more than one Broker is involved in the transaction, the closing attorney is directed to pay each Broker its respective portion of said commission. The acceptance by the Broker(s) of a partial real estate commission at the closing shall not relieve the Seller of the obligation to pay the remainder thereof after the closing unless the Broker(s) have expressly and in writing agreed to accept the lesser amount in full satisfaction of the Broker(s) claim to a commission.
 - b. **Disclaimer:** Buyer and Seller have not relied upon any advice or representations of Brokers other than what is included in this Agreement. Brokers shall have no duty to inspect the Property or to advise Buyer or Seller on any matter relating to the Property which could have been revealed through a survey, appraisal, title search, Official Georgia Wood Infestation Report, utility bill review, septic system inspection, well water test, tests for radon, asbestos, mold, methamphetamine, and lead-based paint; moisture test of stucco or synthetic stucco, inspection of the Property by a professional, construction expert, structural engineer or environmental engineer; review of this Agreement and transaction by an attorney, financial planner, mortgage consultant or tax consultant; and consulting appropriate governmental officials to determine, among other things and without limitation, the zoning of Property, the propensity of the Property to flood, flood zone certifications, whether any condemnation action is pending or has been filed or other nearby governmental improvements are planned. Buyer and Seller acknowledge that Broker does not perform or have expertise in any of the above tests, inspections, and reviews or in any of the matters handled by the professionals referenced above. Buyer and Seller should seek independent expert advice regarding any matter of concern to them relative to the Property and this Agreement. Buyer and Seller acknowledge that Broker shall not be responsible to monitor, supervise, or inspect any construction or repairs to Property and such tasks clearly fall outside the scope of real estate brokerage services. If Broker has written any special stipulations herein, the party for whom such special stipulations were written: a) confirms that each such stipulation reflects the party's complete understanding as to the substance and form of the special stipulations; b) hereby adopts each special stipulation as the original work of the party; and c) hereby agrees to indemnify and hold Broker who prepared the stipulation harmless from any and all claims, causes of action, suits, and damages arising out of or relating to such special stipulation. Buyer acknowledges that when and if Broker answers a question of Buyer or otherwise describes some aspect of the Property or the transaction, Broker is doing so based upon information provided by Seller rather than the independent knowledge of Broker (unless Broker makes an independent written disclosure to the contrary).
13. **Time Limit of Offer.** The Time Limit of the Offer shall be the date and time referenced herein when the Offer expires unless prior to that date and time both of the following have occurred: (a) the Offer has been accepted by the party to whom the Offer was made; and (b) notice of acceptance of the Offer has been delivered to the party who made the Offer.

C. OTHER TERMS AND CONDITIONS

1. Notices.

- a. **Generally:** All notices given hereunder shall be in writing, legible and signed by the party giving the notice. In the event of a dispute regarding notice, the burden shall be on the party giving notice to prove delivery. The requirements of this notice paragraph shall apply even prior to this Agreement becoming binding. Notices shall only be delivered: (1) in person; (2) by courier, overnight delivery service or by certified or registered U.S. mail (hereinafter collectively "Delivery Service"); or (3) by e-mail or facsimile. The person delivering or sending the written notice signed by a party may be someone other than that party.
- b. **Delivery of Notice:** A notice to a party shall be deemed to have been delivered and received upon the earliest of the following to occur: (1) the actual receipt of the written notice by a party; (2) in the case of delivery by a Delivery Service, when the written notice is delivered to an address of a party set forth herein (or subsequently provided by the party following the notice provisions herein), provided that a record of the delivery is created; (3) in the case of delivery electronically, on the date and time the written notice is electronically sent to an e-mail address or facsimile number of a party herein (or subsequently provided by the party following the notice provisions herein). Notice to a party shall not be effective unless the written notice is sent to an address, facsimile number or e-mail address of the party set forth herein (or subsequently provided by the party following the notice provisions herein).
- c. **When Broker Authorized to Accept Notice for Client:** Except where the Broker is acting in a dual agency capacity, the Broker and any affiliated licensee of the Broker representing a party in a client relationship shall be authorized agents of the party and notice to any of them shall for all purposes herein be deemed to be notice to the party. Notice to an authorized agent shall not be effective unless the written notice is sent to an address, facsimile number or e-mail address of the authorized agent set forth herein (or subsequently provided by the authorized agent following the notice provisions herein). Except as provided for herein, the Broker's staff at a physical address set forth herein of the Broker or the Broker's affiliated licensees are authorized to receive notices delivered by a Delivery Service. The Broker, the Broker's staff and the affiliated licensees of the Broker shall not be authorized to receive notice on behalf of a party in any transaction in which a brokerage engagement has not been entered into with the party or in which the Broker is acting in a dual agency capacity. In the event the Broker is practicing designated agency, only the designated agent of a client shall be an authorized agent of the client for the purposes of receiving notice.

2. **Destruction of Property Prior to Closing.** If the Property is destroyed or substantially destroyed prior to Closing, Seller shall give Buyer prompt notice thereof, which notice shall include Seller's reasonable estimate of: (1) the cost to restore and repair the damage; (2) the amount of insurance proceeds, if any, available for the same; and (3) whether the damage will be repaired prior to Closing. Upon notice to Seller, Buyer may terminate this Agreement within 7 days of receiving such notice from Seller. If Buyer does not terminate this Agreement, Buyer shall be deemed to have accepted Property with the damage and shall receive at Closing: (1) any insurance proceeds which have been paid to Seller but not yet spent to repair the damage; and (2) an assignment of all unpaid insurance proceeds on the claim.
3. **Representations and Warranties.**
- Seller's Representations and Warranties:** As of the Binding Agreement Date and the Closing Date, Seller makes the representations and warranties to Buyer, if any, as indicated in Exhibit "D", if attached.
 - Buyer's Representations and Warranties:** As of the Binding Agreement Date and the Closing Date, Buyer represents and warrants to Seller that Buyer has the right, power and authority to enter into this Agreement and to consummate the transaction contemplated by the terms and conditions of this Agreement; and the persons executing this Agreement on behalf of Buyer have been duly and validly authorized by Buyer to execute and deliver this Agreement and shall have the right, power and authority to enter into this Agreement and bind Buyer.
4. **Default.**
- Rights of Buyer or Seller:** A party defaulting under this Agreement shall be liable for the default. The non-defaulting party may pursue any lawful remedy against the defaulting party.
 - Rights of Broker:** In the event this Agreement is terminated or fails to close due to the default of a party hereto, the defaulting party shall pay as liquidated damages to every broker involved in this the commission the broker would have received had the transaction closed. For purposes of determining the amount of liquidated damages to be paid by the defaulting party, all written agreements establishing the amount of commission to be paid to any broker involved in this transaction are incorporated herein by reference. The liquidated damages referenced above are a reasonable pre-estimate of the Broker(s) actual damages and are not a penalty.
 - Attorney's Fees:** In any litigation or arbitration arising out of this Agreement, including but not limited to breach of contract claims between Buyer and Seller and commission claims brought by a broker, the non-prevailing party shall be liable to the prevailing party for its reasonable attorney's fees and expenses.
5. **Other Provisions.**
- Condemnation:** Seller shall: (1) immediately notify Buyer if the Property becomes subject to a condemnation proceeding; and (2) provide Buyer with the details of the same. Upon receipt of such notice, Buyer shall have the right, but not the obligation for 7 days thereafter, to terminate this Agreement upon notice to Seller in which event Buyer shall be entitled to a refund of all earnest money and other monies paid by Buyer toward the Property without deduction or penalty. If Buyer does not terminate the Agreement within this time frame, Buyer agrees to accept the Property less any portion taken by the condemnation and if Buyer closes, Buyer shall be entitled to receive any condemnation award or negotiated payment for all or a portion of the Property transferred or conveyed in lieu of condemnation.
 - Duty to Cooperate:** All parties agree to do all things reasonably necessary to timely and in good faith fulfill the terms of this Agreement. Buyer and Seller shall execute and deliver such certifications, affidavits, and statements required by law or reasonably requested by the closing attorney, mortgage lender and/or the title insurance company to meet their respective requirements.
 - Electronic Signatures:** For all purposes herein, an electronic or facsimile signature shall be deemed the same as an original signature; provided, however, that all parties agree to promptly re-execute a conformed copy of this Agreement with original signatures if requested to do so by, the buyer's mortgage lender or the other party.
 - Entire Agreement, Modification and Assignment:** This Agreement constitutes the sole and entire agreement between all of the parties, supersedes all of their prior written and verbal agreements and shall be binding upon the parties and their successors, heirs and permitted assigns. No representation, promise or inducement not included in this Agreement shall be binding upon any party hereto. This Agreement may not be amended or waived except upon the written agreement of Buyer and Seller. Any agreement to terminate this Agreement or any other subsequent agreement of the parties relating to the Property must be in writing and signed by the parties. This Agreement may not be assigned by Buyer except with the written approval of Seller. Any assignee shall fulfill all the terms and conditions of this Agreement.
 - Extension of Deadlines:** No time deadline under this Agreement shall be extended by virtue of it falling on a Saturday, Sunday or federal holiday except for the date of closing.
 - GAR Forms:** The Georgia Association of REALTORS®, Inc. ("GAR") issues certain standard real estate forms. These GAR forms are frequently provided to the parties in real estate transactions. No party is required to use any GAR form. Since these forms are generic and written with the interests of multiple parties in mind, they may need to be modified to meet the specific needs of the parties using them. If any party has any questions about his or her rights and obligations under any GAR form, he or she should consult an attorney. Provisions in the GAR Forms are subject to differing interpretations by our courts other than what the parties may have intended. At times, our courts may strike down or not enforce provisions in our GAR Forms, as written. No representation is made that the GAR Forms will protect the interests of any particular party or will be fit for any specific purpose. The parties hereto agree that the GAR forms may only be used in accordance with the licensing agreement of GAR. While GAR forms may be modified by the parties, no GAR form may be reproduced with sections removed, altered or modified unless the changes are visible on the form itself or in a stipulation, addendum, exhibit or amendment thereto.
 - Governing Law and Interpretation:** This Agreement may be signed in multiple counterparts each of which shall be deemed to be an original and shall be interpreted in accordance with the laws of Georgia. No provision herein, by virtue of the party who drafted it, shall be interpreted less favorably against one party than another. All references to time shall mean the time in Georgia. If any provision herein is to be unenforceable, it shall be severed from this Agreement while the remainder of the Agreement shall, to the fullest extent permitted by law, continue to have full force and effect as a binding contract.

- h. **No Authority to Bind:** No Broker or affiliated licensee of Broker, by virtue of this status, shall have any authority to bind any party hereto to any contract, provisions herein, amendments hereto, or termination hereof. However, if authorized in this Agreement, Broker shall have the right to accept notice on behalf of a party. Additionally, any Broker or real estate licensee involved in this transaction may perform the ministerial act of filling in the Binding Agreement Date. In the event of a dispute over the Binding Agreement Date, it may only be resolved by the written agreement of the Buyer and Seller.
 - i. **Notice of Binding Agreement Date:** The Binding Agreement Date shall be the date when a party to this transaction who has accepted an offer or counteroffer to buy or sell real property delivers notice of that acceptance to the party who made the offer or counteroffer in accordance with the Notices section of the Agreement. Notice of the Binding Agreement Date may be delivered by either party (or the Broker working with or representing such party) to the other party. If notice of accurate Binding Agreement Date is delivered, the party receiving notice shall sign the same and immediately return it to the other party.
 - j. **Repairs:** All agreed upon repairs and replacements shall be performed in a good and workmanlike manner prior to closing.
 - k. **Statute of Limitations:** All claims of any nature whatsoever against Broker(s) and/or their affiliated licensees, whether asserted in litigation or arbitration and sounding in breach of contract and/or tort, must be brought within two (2) years from the date any claim or cause of action arises. Such actions shall thereafter be time-barred.
 - l. **Survival of Agreement:** The following shall survive the closing of this Agreement: (1) the obligation of a party to pay a real estate commission; (2) any warranty of title; (3) all written representations of Seller in this Agreement regarding the Property or neighborhood in which the Property is located; (4) the section on condemnation; (5) the obligations of the parties regarding ad valorem real property taxes; and (6) any obligations which the parties herein agree shall survive the closing or may be performed or fulfilled after the Closing.
 - m. **Warranties Transfer:** Seller agrees to transfer to Buyer, at closing, subject to Buyer's acceptance thereof (and at Buyer's expense, if there is any cost associated with said transfer), Seller's interest in any existing manufacturer's warranties, service contracts, termite treatment and/or repair guarantee and/or other similar warranties which, by their terms, may be transferable to Buyer.
 - n. **Terminology:** As the context may require in this Agreement: (1) the singular shall mean the plural and vice versa; and (2) all pronouns shall mean and include the person, entity, firm, or corporation to which they relate. The letters "N.A." or "N/A", if used in this Agreement, shall mean "Not Applicable", except where the context would indicate otherwise.
 - o. **Time of Essence:** Time is of the essence of this Agreement.
6. **Definitions.**
- a. **Banking Day:** A "Banking Day" shall mean a day on which a bank is open to the public for carrying out substantially all of its banking functions. For purposes herein, a "Banking Day" shall mean Monday through Friday excluding federal holidays.
 - b. **Binding Agreement Date:** The "Binding Agreement Date" shall be the date when a party to this transaction who has accepted an offer or counteroffer to buy or sell real property delivers notice of that acceptance to the party who made the offer or counteroffer in accordance with the Notices section of the Agreement.
 - c. **Broker:** In this Agreement, the term "Broker" shall mean a licensed Georgia real estate broker or brokerage firm and its affiliated licensees unless the context would indicate otherwise.
 - d. **Business Day:** A "Business Day" shall mean a day on which substantially all businesses are open for business. For all purposes herein, a "Business Day" shall mean Monday through Friday excluding federal holidays.
 - e. **Material Relationship:** A material relationship shall mean any actually known personal, familial, social, or business relationship between the broker or the broker's affiliated licensees and any other party to this transaction which could impair the ability of the broker or affiliated licensees to exercise fair and independent judgment relative to their client.
7. **WARNING TO BUYERS AND SELLERS: BEWARE OF CYBER-FRAUD.** Fraudulent e-mails attempting to get the buyer and/or seller to wire money to criminal computer hackers are increasingly common in real estate transactions. Specifically, criminals are impersonating the online identity of the actual mortgage lender, closing attorney, real estate broker or other person or companies involved in the real estate transaction. In that role, the criminals send fake wiring instructions attempting to trick buyers and/or sellers into wiring them money related to the real estate transaction, including, for example, the buyer's earnest money, the cash needed for the buyer to close, and/or the seller's proceeds from the closing. These instructions, if followed, will result in the money being wired to the criminals. In many cases, the fraudulent email is believable because it is sent from what appears to be the email address/domain of the legitimate company or person responsible for sending the buyer or seller wiring instructions. The buyer and/or seller should verify wiring instructions sent by email by independently looking up and calling the telephone number of the company or person purporting to have sent them. Buyers and sellers should never call the telephone number provided with wiring instructions sent by email since they may end up receiving a fake verification from the criminals. Buyer and sellers should be on special alert for: 1) emails directing the buyer and/or seller to wire money to a bank or bank account in a state other than Georgia; and 2) emails from a person or company involved in the real estate transaction that are slightly different (often by one letter, number, or character) from the actual email address of the person or company.
8. **LIMIT ON BROKER'S LIABILITY. BUYER AND SELLER ACKNOWLEDGE THAT BROKER(S):**
- a. **SHALL, UNDER NO CIRCUMSTANCES, HAVE ANY LIABILITY GREATER THAN THE AMOUNT OF THE REAL ESTATE COMMISSION PAID HEREUNDER TO BROKER (EXCLUDING ANY COMMISSION AMOUNT PAID TO A COOPERATING REAL ESTATE BROKER, IF ANY) OR, IF NO REAL ESTATE COMMISSION IS PAID TO BROKER, THAN A SUM NOT TO EXCEED \$100; AND**
 - b. **NOTWITHSTANDING THE ABOVE, SHALL HAVE NO LIABILITY IN EXCESS OF \$100 FOR ANY LOSS OF FUNDS AS THE RESULT OF WIRE OR CYBER FRAUD.**

9. **Exhibits and Addenda.** All exhibits and/or addenda attached hereto, listed below, or referenced herein are made a part of this Agreement. If any such exhibit or addendum conflicts with any preceding paragraph, said exhibit or addendum shall control:

- ☒ Exhibit "A" Legal Description
- ☐ Exhibit "B" Due Diligence Materials
- ☐ Exhibit "C" Addition to Seller's Closing Documents
- ☐ Exhibit "D" Seller's Warranties and Representations
- ☐ Exhibit "E" Permitted Title Exceptions
- ☒ Other Exhibit "B" All Cash Exhibit
- ☒ Other Exhibit "C" Agreement to Work With Buyer as Customer
- ☒ Other Exhibit "D" Closing Attorney Acting as Holder of Earnest Money Exhibit
- ☐ Other _____

SPECIAL STIPULATIONS: The following Special Stipulations, if conflicting with any exhibit, addendum, or preceding paragraph (including any changes thereto made by the parties), shall control:

- Property to be sold "as-is, where-is, with all faults".
- Transaction is subject to Seller furnishing a new boundary survey and legal description of property prior to closing.

☐ Additional Special Stipulations are attached.

By signing this Agreement, Buyer and Seller acknowledge that they have each read and understood this Agreement and agree to its terms.

Buyer Acceptance and Contact Information

1 Buyer's Signature

City of Lawrenceville, GA

Print or Type Name

Date

70 S Clayton St Lawrenceville GA 30046

Buyer's Address for Receiving Notice

Buyer's Phone Number: ☐ Cell ☐ Home ☐ Work

chuck.warbington@lawrencevillega.org

Buyer's E-mail Address

2 Buyer's Signature

Print or Type Name

Date

Buyer's Address for Receiving Notice

Buyer's Phone Number: ☐ Cell ☐ Home ☐ Work

Buyer's E-mail Address

☐ Additional Signature Page (F267) is attached.

Buyer's Broker/Affiliated Licensee Contact Information

Norton Commercial Acreage Group

Buyer Brokerage Firm

Broker/Affiliated Licensee Signature

Date

Patrick M Cisco

376088

Print or Type Name

GA Real Estate License #

4047728608

Licensee's Phone Number

Fax Number

pcisco@nortoncommercial.com

Licensee's E-mail Address

REALTOR® Membership

434 Green Street Gainesville GA 30501

Broker's Address

7702974800

Broker's Phone Number

4706910105

Fax Number

NCAG01

MLS Office Code

66501

Brokerage Firm License Number

Seller Acceptance and Contact Information

1 Seller's Signature

The Trustees of the NGUMC, Inc.

Print or Type Name

Date

1700 Century Circle NE Atlanta GA 30501

Seller's Address for Receiving Notice

Seller's Phone Number: ☐ Cell ☐ Home ☐ Work

kcox@ngumc.org

Seller's E-mail Address

2 Seller's Signature

Print or Type Name

Date

Seller's Address for Receiving Notice

Seller's Phone Number: ☐ Cell ☐ Home ☐ Work

Seller's E-mail Address

☐ Additional Signature Page (F267) is attached.

Seller's Broker/Affiliated Licensee Contact Information

Norton Commercial Acreage Group

Seller Brokerage Firm

Broker/Affiliated Licensee Signature

Date

Patrick M Cisco

376088

Print or Type Name

GA Real Estate License #

4047728608

Licensee's Phone Number

Fax Number

pcisco@nortoncommercial.com

Licensee's Email Address

REALTOR® Membership

434 Green Street Gainesville GA 30501

Broker's Address

7702974800

Broker's Phone Number

4706910105

Fax Number

NCAG01

MLS Office Code

66501

Brokerage Firm License Number

Binding Agreement Date: The Binding Agreement Date in this transaction is the date of _____ and has been filled in by _____.



COMMERCIAL & ACREAGE GROUP

ALL CASH SALE (NO FINANCING CONTINGENCY) EXHIBIT " B "



2021 Printing

This Exhibit is part of the Agreement with an Offer Date of 4/9/2021 for the purchase and sale of that certain Property known as: 145 Neal Blvd, Lawrenceville, Georgia 30046.

1. **All Cash Sale.** While Buyer has sufficient liquid assets to purchase the Property in this transaction for "all cash", Buyer:

- A. ☐ reserves the right to pay all or a portion of the purchase price by obtaining an institutional first mortgage secured by a deed to secure debt on the Property; AND/OR
☐ reserves the right to pay all or a portion of the purchase price by obtaining a non-institutional first mortgage or other loan (including a private "hard-money" loan).

OR

- B. ☒ shall not have the right to obtain a mortgage financing to pay for all or a portion of the purchase price of the Property. The Buyer is not obtaining a loan; therefore, the Buyer has no right to unilaterally extend the closing date for eight (8) days for reasons of mortgage lender delay.

2. **Verification of Funds.** Within _____ days from the Binding Agreement Date Buyer shall be obligated to provide or cause to be provided to Seller information describing in specific detail all of the sources of Buyer's funds to purchase the Property ("Required Information"). The Required Information shall consist of at least one of the following:

- A. A letter or letters from a trust, stock brokerage firm and/or financial institution holding funds, stocks, bonds and/or other assets (hereinafter collectively referred to as "Assets") of or on behalf of Buyer and dated subsequent to the Binding Agreement Date stating that Buyer has funds of at least an amount specified in the letter and/or Assets on deposit with the institution of a value specified in the letter, that are sufficient to allow Buyer to complete the purchase of the Property;
 B. An account statement or statements from the trust, stock brokerage firm and/or financial institution(s) holding funds and/or Assets confirming a specific amount of funds and/or Assets on deposit with the institution. Such account statement must be for the regular time period that such statements are issued immediately preceding the Binding Agreement Date.

3. **Authorization and Security.** Buyer does hereby authorize Seller and Listing Broker to communicate with any person providing information regarding Buyer's source of funds to purchase the Property to verify such information and to answer any questions Seller or Listing Broker may have regarding the source of Buyer's funds to purchase the Property. In providing any account statement to Seller, Buyer shall be entitled to delete or otherwise shield account numbers, social security numbers, telephone numbers and other information the release of which could jeopardize the security of the account or put the Buyer at greater risk of identity theft.

4. **Seller's Right to Terminate.** In the event Buyer fails to provide Seller with the Required Information within the timeframe set forth above, Seller shall notify Buyer of the default and give Buyer three (3) days from the date of the delivery of the notice to cure the same. If Buyer does not timely cure the default, Seller may terminate this Agreement within seven (7) days thereafter due to Buyer's default upon notice to Buyer. In the event Seller does not terminate this Agreement within that timeframe, the right to terminate on this basis shall be waived.

5. **Appraisal Contingency.** In addition to the other rights of Buyer set forth herein, this Agreement ☐ shall or ☒ shall not be subject to the Property appraising for at least the purchase price. Buyer shall have the rights set forth in this exhibit in the event the Property does not appraise for at least the purchase price in accordance with the terms and conditions set forth below:

- A. **Type of Appraisal:** The appraisal shall be a "certified appraisal" of the Property (as that term is defined in O.C.G.A. § 43-39A-2) performed or signed off by a licensed or certified appraiser (as those terms are defined in the rules and regulations of the Georgia Real Estate Appraiser's Board) and include a statement that the appraiser performed an "independent appraisal assignment" (as that term is defined in O.C.G.A. § 43-39A-2(13)) with respect to the Property.
 B. **Selection of Appraiser:** The appraiser shall be selected by [Select one. The sections not selected shall not be a part of this Agreement.]: ☐ Buyer, ☐ Seller, OR ☐ Other (_____); and all parties agree that this appraiser shall only perform a single certified appraisal of the Property.

THIS FORM IS COPYRIGHTED AND MAY ONLY BE USED IN REAL ESTATE TRANSACTIONS IN WHICH Patrick Cisco IS INVOLVED AS A REAL ESTATE LICENSEE. UNAUTHORIZED USE OF THE FORM MAY RESULT IN LEGAL SANCTIONS BEING BROUGHT AGAINST THE USER AND SHOULD BE REPORTED TO THE GEORGIA ASSOCIATION OF REALTORS® AT (770) 451-1831.

C. Rights of Buyer If Property Does Not Appraise: If any appraisal performed pursuant to and in accordance with this exhibit is for less than the purchase price of the Property, the Buyer shall have the right to request within N/A days from the Binding Agreement Date that Seller reduce the sales price of the Property to a price not less than the appraisal price by submitting an Amendment to Sales Price ("ATSP") to Seller along with a complete copy of the appraisal which is for less than the purchase price. In the event that Buyer does not submit an ATSP within the time frame referenced above, Buyer shall be deemed to have waived Buyer's right to request a reduction in the sales price and this Agreement shall no longer be subject to an appraisal contingency. The time limit of the offer for the Seller to accept or reject the ATSP shall run through the earlier of: (1) three (3) days from the date that the ATSP is delivered to Seller; or (2) the time of closing (excluding any extensions of the closing resulting from the unilateral extension of the closing date).

If Seller does not accept the ATSP, Buyer shall have the right, but not the obligation, to terminate this Agreement without penalty upon notice to Seller, provided that such notice is given within three (3) days of the earlier of: (a) the date that Buyer receives notice that Seller has not accepted the ATSP; or (b) the last date Seller could have accepted the ATSP. In neither circumstance shall the Buyer's right to terminate extend beyond the time of closing.

D. Buyer Not Obligated to Seek Price Reduction: Nothing herein shall require Buyer to seek any reduction in the sales price of the Property. If Buyer does not seek a reduction in the sales price, Buyer shall be obligated to purchase the Property for the price agreed to by the parties in the Agreement.

Buyer's Initials: _____

Seller's Initials: _____



COMMERCIAL & ACREAGE GROUP

AGREEMENT TO WORK WITH BUYER AS A CUSTOMER



2021 Printing

For and in consideration of Ten Dollars (\$10.00) and other good and valuable consideration, City of Lawrenceville, GA as buyer ("Buyer") and Norton Commercial Acreage Group as broker and its affiliated licensees (hereinafter collectively referred to as "Broker") do hereby enter into this agreement ("Agreement") this date of 04/09/2021.

1. **Agreement to Work with Buyer as Customer.** Buyer hereby agrees to work with Broker in locating real property to purchase suitable to Buyer's needs. In working with Buyer, Broker shall not be representing Buyer as a client but shall only be working with Buyer as a customer. As a customer, Broker cannot represent or advise Buyer on brokerage matters as Broker would be able to do if Broker were representing Buyer but can only perform ministerial tasks on behalf of Buyer. (The terms "client", "customer" and "ministerial acts" shall have the meaning that they have in the Brokerage Relationships in Real Estate Transactions Act, O.C.G.A. § 10-6A-1 et. seq.). Buyer or Broker can terminate this Agreement at any time upon written or electronic notice to the other party.
2. **Customer Acknowledgement Regarding Commission to Broker.** Broker will have the right to share in the commission being paid to the listing broker on any property purchased by Buyer if Broker is the procuring cause of the sale (or if Broker would have been the procuring cause but for Customer's abandonment of Broker in the transaction).
3. **Arbitration.** All claims arising out of or relating to this Agreement and the alleged acts or omissions of any or all the parties hereunder shall be resolved by arbitration in accordance with the Federal Arbitration Act 9 U.S.C. § 1 et. seq. and the rules and procedures of the arbitration company selected to administer the arbitration. Upon making or receiving a demand for arbitration, the parties shall work together in good faith to select a mutually acceptable arbitration company with offices in Georgia to administer and conduct the arbitration. If the parties cannot mutually agree on an arbitration company, the company shall be selected as follows. Each party shall simultaneously exchange with the other party a list of three arbitration companies with offices in Georgia acceptable to that party to administer and conduct the arbitration. If there is only one (1) arbitration company that is common to both lists, that company shall administer and conduct the arbitration. If there is more than one arbitration company that is common to both lists, the parties shall either mutually agree on which arbitration company shall be selected or flip a coin to select the arbitration company. If there is not initially a common arbitration company on the lists, the parties shall repeat the process by expanding their lists by two each time until there is a common name on the lists selected by the parties. The decision of the arbitrator shall be final and the arbitrator shall have authority to award attorneys' fees and allocate the costs of arbitration as part of any final award. All claims shall be brought by a party in his or her individual capacity and not as a plaintiff or class member in any purported class or representative proceeding. The arbitrator may not consolidate more than one person's claims, and may not otherwise preside over any form of a representative or class proceeding. Notwithstanding anything to the contrary contained herein, this agreement to arbitrate shall not apply to: (1) any claim regarding the handling and disbursement of earnest money; and (2) any claim of Broker regarding the entitlement to or the non-payment of a real estate commission hereunder.
4. **LIMIT ON BROKER'S LIABILITY. BUYER ACKNOWLEDGES THAT BROKER:**
 - A. **SHALL, UNDER NO CIRCUMSTANCES, HAVE ANY LIABILITY GREATER THAN THE AMOUNT OF THE REAL ESTATE COMMISSION PAID HEREUNDER TO BROKER (EXCLUDING ANY COMMISSION AMOUNT PAID TO A COOPERATING REAL ESTATE BROKER, IF ANY) OR, IF NO REAL ESTATE COMMISSION IS PAID TO BROKER, THAN A SUM NOT TO EXCEED \$100; AND**
 - B. **NOTWITHSTANDING THE ABOVE, SHALL HAVE NO LIABILITY IN EXCESS OF \$100 FOR ANY LOSS OF FUNDS AS THE RESULT OF WIRE OR CYBER FRAUD.**
5. **Independent Contractor Relationship.** This Agreement shall create an independent contractor relationship between Broker and Buyer. Broker shall at no time be considered an employee of Buyer. Unless otherwise stipulated, all affiliated licensees of Broker are independent contractors of Broker.
6. **Buyer's Duties. Buyer agrees to:**
 - A. inform Broker in the event Buyer enters into an Exclusive Buyer Brokerage Engagement Agreement with another broker;
 - B. be reasonably available to see property with Broker or property for which Broker has arranged Buyer to see;
 - C. timely respond to communications from Broker;
 - D. provide Broker with accurate and complete information;
 - E. inspect and become familiar with any property that Buyer enters into a real estate purchase and sale agreement, option to purchase real property, agreement to exchange real property or contract to purchase the shares, partnership or membership interests in a legal entity owning real property (hereinafter "Contract to Purchase"), including, but not limited to, potentially adverse conditions and conditions of special concern to Buyer relating to the physical condition of any property in which Buyer becomes interested, any improvements located thereon and the neighborhood surrounding such property;
 - F. carefully read the terms of all disclosures, reports and Contract to Purchase and comply with the duties and deadlines contained therein;
 - G. work non-exclusively with Broker in identifying, previewing and seeing property for purchase by Buyer;

THIS FORM IS COPYRIGHTED AND MAY ONLY BE USED IN REAL ESTATE TRANSACTIONS IN WHICH Patrick Cisco IS INVOLVED AS A REAL ESTATE LICENSEE. UNAUTHORIZED USE OF THE FORM MAY RESULT IN LEGAL SANCTIONS BEING BROUGHT AGAINST THE USER AND SHOULD BE REPORTED TO THE GEORGIA ASSOCIATION OF REALTORS® AT (770) 451-1831.

- H. disclose to Broker at the commencement of this Agreement whether Buyer previously worked with any other real estate broker and the address of the properties, if any, Buyer made an offer to purchase or for which Buyer may owe a commission to another broker if Buyer now purchases.
7. **Fair Housing Disclosure.** Buyer acknowledges that Broker is committed to providing equal housing opportunities to all persons. While Broker may show Buyer properties of a type or in any specific geographical area requested by Buyer, Broker may not steer buyers to or away from particular areas based upon race, color, religion, national origin, sex, familial status, disability, sexual orientation or gender identity.
8. **Statute of Limitations.** All claims of any nature whatsoever against Broker and/or their affiliated licensees, whether asserted in litigation or arbitration and sounding in breach of contract and/or tort, must be brought within two (2) years from the date any claim or cause of action arises. Such actions shall thereafter be time-barred.
9. **WARNING TO BUYERS AND SELLERS: BEWARE OF CYBER-FRAUD.** Fraudulent e-mails attempting to get the buyer and/or seller to wire money to criminal computer hackers are increasingly common in real estate transactions. Specifically, criminals are impersonating the online identity of the actual mortgage lender, closing attorney, real estate broker or other person or companies involved in the real estate transaction. In that role, the criminals send fake wiring instructions attempting to trick buyers and/or sellers into wiring them money related to the real estate transaction, including, for example, the buyer's earnest money, the cash needed for the buyer to close, and/or the seller's proceeds from the closing. These instructions, if followed, will result in the money being wired to the criminals. In many cases, the fraudulent email is believable because it is sent from what appears to be the email address/domain of the legitimate company or person responsible for sending the buyer or seller wiring instructions. The buyer and/or seller should verify wiring instructions sent by email by independently looking up and calling the telephone number of the company or person purporting to have sent them. Buyers and sellers should never call the telephone number provided with wiring instructions sent by email since they may end up receiving a fake verification from the criminals. Buyer and sellers should be on special alert for: 1) emails directing the buyer and/or seller to wire money to a bank or bank account in a state other than Georgia; and 2) emails from a person or company involved in the real estate transaction that are slightly different (often by one letter, number, or character) from the actual email address of the person or company.
10. **Receipt by Buyer of Consumer Protection Brochures.** Brochures referenced herein are prepared courtesy of the Georgia Association of REALTORS®. The recommendations are general in nature and are not intended to be exhaustive. Some of the recommendations may not apply to specific properties. Buyers are encouraged to consult with experts and professionals of their own choosing to ensure that they are protected.

The following Brochures and/or Exhibits have been received by the Buyer(s): (Check all that apply. Any box not checked means the Buyer(s) has not received that brochure or other consumer information)

- ☐ GAR CB01 – The ABC's of Agency
- ☐ GAR CB04 – Lead Based Paint Pamphlet
- ☐ GAR CB07 – Mold Pamphlet
- ☐ GAR CB08 – EPA Home Buyer's and Seller's Guide to Radon Pamphlet
- ☐ GAR CB13 – Protect Yourself When Buying Real Property
- ☐ GAR CB16 – What to Consider When Buying a Home in a Community with a Homeowners Association (HOA)
- ☐ GAR CB19 – What to Consider When Buying a Home in a Condominium
- ☐ GAR CB22 – Protect Yourself When Buying a Home to be Constructed
- ☐ GAR CB25 – What Buyers Should Know About Flood Hazard Areas and Flood Insurance
- ☐ GAR CB28 – What Buyers and Sellers Should Know About Short Sales and Distressed Properties
- ☐ GAR F149 – Retainer Fee Exhibit

SPECIAL STIPULATIONS: The following Special Stipulations, if conflicting with any exhibit, addendum, or preceding paragraph, shall control:

☐ **Additional Special Stipulations are attached.**

BY SIGNING THIS AGREEMENT, BUYER ACKNOWLEDGES THAT: (1) BUYER HAS READ ALL PROVISIONS AND DISCLOSURES MADE HEREIN; (2) BUYER UNDERSTANDS ALL SUCH PROVISIONS AND DISCLOSURES AND HAS ENTERED INTO THIS AGREEMENT VOLUNTARILY; AND (3) BUYER IS NOT SUBJECT TO A CURRENT EXCLUSIVE BUYER BROKERAGE ENGAGEMENT AGREEMENT WITH ANY OTHER BROKER.

Norton Commercial Acreage Group
Brokerage Firm

Broker/Affiliated Licensee Signature

Patrick M Cisco 376088
Print or Type Name GA Real Estate License #

4047728608
Licensee's Phone Number Fax Number

pcisco@nortoncommercial.com
Licensee's E-mail Address

REALTOR® Membership

434 Green Street
Broker's Address

Gainesville GA 30501

7702974800 4706910105
Broker's Phone Number Fax Number

NCAG01 66501
MLS Office Code Brokerage Firm License Number

1 Buyer's Signature

City of Lawrenceville, GA
Print or Type Name

2 Buyer's Signature

Print or Type Name

☐ Additional Signature Page (F146) is attached.

RECEIPT OF A COPY OF THIS AGREEMENT IS HEREBY ACKNOWLEDGED BY BUYER.

The above Agreement is hereby accepted, _____ o'clock _____ .m., on the date of _____.



COMMERCIAL & ACREAGE GROUP

CLOSING ATTORNEY ACTING AS HOLDER OF EARNEST MONEY EXHIBIT " D "

[Closing Attorney must still consent to serve as Holder using F511]



2021 Printing

This Exhibit is part of the Agreement with an Offer Date of 4/9/2021 for the purchase and sale of that certain property known as: 145 Neal Blvd Lawrenceville, Georgia 30046 ("Agreement").

1. **Closing Attorney Shall Act as Holder.** The Closing Attorney named in this Agreement shall be the Holder of the earnest money and other trust funds referenced in this Agreement subject to the Closing Attorney timely: a) agreeing to serve; b) signing the appropriate documents; and c) timely delivering the same to Buyer and Seller as more particularly described below.
2. **Buyer Must Timely Deliver Certain Documents to Closing Attorney Acting as Holder of Earnest Money.** When the Closing Attorney has been named as Holder in the Agreement, Buyer must deliver to Closing Attorney within two (2) business days from the Binding Agreement Date: a) the fully-signed and executed Agreement in its entirety ("Entire Contract"); and b) a copy or copies of the Escrow Agreement (F511) for the Closing Attorney to sign agreeing to become the Holder. Buyer must similarly deliver to Holder all amendments to the Entire Contract within two (2) business days of the date that the Amendment becomes binding.
3. **Closing Attorney Must Agree to Become Holder Within Three (3) Business Days of Receiving Entire Contract.** The Closing Attorney named as Holder shall not become the Holder unless within three (3) business days from the date that the Closing Attorney receives the Entire Contract, the Closing Attorney has: a) countersigned the Agreement of Closing Attorney to serve as Holder (GAR Form F511, and sometimes referred to as "Escrow Agreement") without change or modification so except for filling in the blanks contained therein; and b) delivered the same to Buyer and Seller. When this occurs, Closing Attorney's rights and duties as Holder and the timeframe for completing the same shall commence.
4. **Rights and Duties of Closing Attorney Acting as Holder.** Notwithstanding any provision to the contrary contained in the Agreement, Closing Attorney acting as Holder shall have all of the pre-printed rights and duties of Holder set forth in the GAR Purchase and Sale Agreement (a copy of which is incorporated herein by reference), regardless of whether such rights and duties are set forth in this Agreement. In the event of a conflict between this Agreement and the pre-printed right and duties of Holder set forth in the GAR Purchase and Sale Agreement, the latter shall control unless otherwise agreed to in writing by Buyer, Seller, and Holder.
5. **Earnest Money Must Be Paid to Closing Attorney Acting as Holder by Wire Transfer.** Buyer shall be responsible for paying all earnest money and other Buyer trust funds to the Closing Attorney acting as Holder by wire transfer of immediately available funds or by such other method deemed acceptable and/or required by Closing Attorney, as the case may be.
6. **Failure of Closing Attorney to Timely Agree to Become Holder; Resignation of Holder.** If the Closing Attorney named as Holder has not become Holder because the Closing Attorney rejects being the Holder, fails to timely become Holder or becomes Holder but later resigns, then: a) the Alternate Holder named below, who must be a broker in this transaction, shall automatically become the Holder instead of the Closing Attorney; b) all parties consent to the earnest money being paid or transferred to the Alternate Holder; and c) all parties shall cooperate with one another to sign any documents required to accomplish the same. The signature of the Alternate Holder to the Agreement at the time it is first signed shall be deemed consent of the Alternate Holder to serve as Holder. The Alternate Holder's duties and the timeline for performing those duties shall commence when the Alternate Holder becomes the Holder.
7. **Closing Attorney Holding Earnest Money in All-Cash Transaction.** In an all-cash transaction where the Closing Attorney is representing the Buyer or Seller, the Closing Attorney can hold the earnest money (and other trust funds), but in the event of a dispute between the parties regarding the disbursement of the funds, the Closing Attorney shall not disburse the funds based upon a reasonable interpretation of the Agreement. Instead and notwithstanding any provision to the contrary contained in this agreement, in the event of a dispute regarding the earnest money in an all-cash transaction where the Closing Attorney is representing the Buyer or Seller, the only remedy available to the Closing Attorney to resolve the dispute regarding the disbursement of earnest money shall be to interplead the funds into a court of competent jurisdiction.
8. **Alternate Holder.** The Alternate Holder, who must be a broker in this transaction, shall be
Norton Commercial Acreage Group
9. **Notices To and From Holder.** The notice procedures in the Agreement shall control with regard to all notices to and from Holder. Holder's contact information is set forth in signature pages to this Agreement.
10. **Closing Attorney's Contact Information.** The Closing Attorney named below shall be the Holder in this transaction.

Closing Attorney: Thompson, Sweeny, Kinsinger & Pereira, P.C.
Address: 690 Longleaf Dr, Lawrenceville, GA 30046

Phone Number: (770) 963-1997

Fax Number: 770-822-2913

Email: _____

Buyer's Initials: _____

Seller's Initials: _____

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COMMERCIAL & ACREAGE GROUP

AGREEMENT OF CLOSING ATTORNEY TO SERVE AS HOLDER OF EARNEST MONEY ("ESCROW AGREEMENT")

[Should only be used when F510 Closing Attorney Acting as Holder of
Earnest Money Exhibit has been made part of the Purchase and Sale Agreement]



2021 Printing

For and in consideration of Ten Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the following closing attorney or law firm: Thompson, Sweeny, Kinsinger & Pereira, P.C. ("Closing Attorney") having being named as Holder in the Purchase and Sale Agreement by and between City of Lawrenceville, GA ("Buyer") and The Trustees of the NGUMC, Inc. ("Seller") with an offer date of Apr 9, 2021 for real property located at: 145 Neal Blvd Lawrenceville 30046 ("Agreement") does hereby agree to serve as Holder in such Agreement, subject to the terms herein.

1. TERMS OF CLOSING ATTORNEY ACTING AS HOLDER.

- a. This Escrow Agreement is hereby incorporated into the Agreement and together they shall bind Closing Attorney acting as Holder. The provisions in the Agreement (including the Escrow Agreement) relating directly or indirectly to earnest money and trust funds may be enforced by Holder as a third-party beneficiary to the Agreement. Holder shall have all of the pre-printed rights and duties of Holder and shall follow the procedures binding Holder set forth in the Agreement, unless other agreed to in writing by Buyer, Seller, and Holder. Closing Attorney shall have all of the preprinted rights and duties of Holder set forth in the Agreement without amendment or modification;
- b. Upon the Closing Attorney becoming Holder, the timeframe for Closing Attorney to begin to perform the duties of Holder shall not commence until Holder receives the signed and executed Agreement in its entirety ("Entire Contract"). With regards to amendments to the Entire Contract, the rights and duties of Holder under the amendment shall not commence until Holder receives the amendment.
- c. This Escrow Agreement shall be interpreted in accordance with the laws of the State of Georgia;
- d. Time is of the essence; and
- e. This Agreement (including the Escrow Agreement) and any amendment thereto shall constitute the entire agreement of the parties relative to the Closing Attorney acting as Holder.

2. CLOSING ATTORNEY MUST AGREE TO BECOME HOLDER WITHIN THREE (3) BUSINESS DAYS. The Closing Attorney shall not become the Holder unless the Closing Attorney has within three (3) business days from the date the Closing Attorney receives the Entire Contract the Closing Attorney has: a) signed this Escrow Agreement without modification (except for filling in the blanks contained herein); and b) delivered the same to Buyer and Seller.

3. FAILURE OF CLOSING ATTORNEY TO TIMELY AGREE TO BECOME HOLDER. If the Closing Attorney named as Holder herein has not become Holder within three (3) business days from the date the Closing Attorney receives the Entire Contract in which the Closing Attorney has been appointed as the Holder, then: a) the Alternate Holder referenced in the Closing Attorney Acting as Holder of Earnest Money Exhibit (F510) shall automatically become the Holder instead of the Closing Attorney; b) all parties consent to the earnest money being paid or transferred to the Alternate Holder; and c) all parties shall cooperate with one another to sign any documents required to accomplish the same.

4. CONTACT INFORMATION

Buyer's Name: City of Lawrenceville, GA
 Address: 70 S Clayton St
Lawrenceville GA 30046
 Phone Number: _____
 Fax Number: _____
 Email: chuck.warbington@lawrencevillega.org

Buyer's Name: _____
 Address: _____
 Phone Number: _____
 Fax Number: _____
 Email: _____

Seller's Name: The Trustees of the NGUMC, Inc.
 Address: 1700 Century Circle NE
Atlanta GA 30501
 Phone Number: _____
 Fax Number: _____
 Email: kcox@ngumc.org

Seller's Name: _____
 Address: _____
 Phone Number: _____
 Fax Number: _____
 Email: _____

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Buyer Licensee's Name: Patrick M Cisco
 Address: 434 Green Street
Gainesville GA 30501
 Phone Number: 4047728608
 Fax Number: _____
 Email: pcisco@nortoncommercial.com

Seller Licensee's Name: Patrick M Cisco
 Address: 434 Green Street
Gainesville GA 30501
 Phone Number: 4047728608
 Fax Number: _____
 Email: pcisco@nortoncommercial.com

Closing Attorney

Date

By: _____
 Signature of Its Authorized Representative

 Print or Type Name

690 Longleaf Dr, Lawrenceville, GA 30046
 Closing Attorney's Address

 E-mail Address of Holder

 Telephone Number of Holder

 Facsimile Number of Holder



COMMERCIAL & ACREAGE GROUP

EXHIBIT "A" TO COMMERCIAL PURCHASE AND SALE AGREEMENT

Legal Description [Insert legal description]



2021 Printing

145 Neal Blvd

Lawrenceville

30046

Buyer's Initials: _____

Seller's Initials: _____

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