



LAWRENCEVILLE

GEORGIA

DOWNTOWN DEVELOPMENT AUTHORITY AGENDA

Monday, March 14, 2022
6:30 PM

Council Assembly Room
70 S. Clayton St, GA 30046

***Entrance to City Hall for all City meetings is through the lower level doors
accessible from Church Street***

Call to Order

Approval of Agenda

Downtown Development Business

- [1.](#) March 2022 Treasurer's Report
- [2.](#) Façade Grant Program
- [3.](#) Economic Development Material
- [4.](#) Pike Street Outparcel Intergovernmental Agreement
- [5.](#) Central Block Contract Second Agreement

Mainstreet Business

Other Business

Citizen Comments

Executive Session - Real Estate

Final Adjournment



LAWRENCEVILLE

GEORGIA

AGENDA REPORT

MEETING: DOWNTOWN DEVELOPMENT AUTHORITY

AGENDA CATEGORY: DOWNTOWN DEVELOPMENT AUTHORITY BUSINESS

Item: March 2022 Treasurer's Report

Department: Downtown Development Authority

Date of Meeting: Monday, March 14, 2022

Fiscal Impact: none

Presented By: Katrina Fellows, Treasurer

Action Requested: March 2022 Treasurer's Report

Summary: March 2022 Treasurer's Report

Attachments:

- March 2022 Treasurer's Report

City of Lawrenceville Downtown Development Authority

Report date 03/01/2022

Since Our Last Meeting

Checking Account

Date	Description	Check #	Deposits	Withdrawals	Balance
	Balance from last meeting				\$342,828.35
2/7/22	Deposit - Boulder Creek - 02/2022		\$ 1,041.74		\$343,870.09
2/11/22	Deposit - Boulder Creek - 02/2022		\$ 1,041.74		\$344,911.83
2/18/22	Deposit - Boulder Creek - 02/2022		\$ 1,041.74		\$345,953.57
2/25/22	Deposit - Boulder Creek - 02/2022		\$ 1,041.74		\$346,995.31
2/28/22	Interest		\$ 6.61		\$347,001.92
2/28/22	Bank Fees - Paper Statement			\$3.00	\$346,998.92
Totals			\$ 4,173.57	\$ 3.00	
2/28/22	Actual Account Balance				\$346,998.92

Money Market Account - City \$1M

Date	Description	Check #	Deposits	Withdrawals	Balance
	Balance from last meeting				\$ 101,126.88
02/28/22	Interest		\$ 1.94		\$101,128.82
Totals			\$ 1.94	\$ -	
2/28/22	Actual Account Balance				\$101,128.82

Hotel Escrow Account

	Balance from last meeting			\$1,512.34
2/10/22	Credit from City of Lawrenceville - Draw#	\$6,455.87		\$7,968.21
2/11/22	Outgoing Wire Frazier & Deter LLC		\$6,455.87	\$1,512.34
2/11/22	Outgoing Wire Fee		\$30.00	\$1,482.34
2/28/22	Interest	0.04		\$1,482.38
	Totals	\$ 6,455.91	\$ 6,485.87	
2/28/22	Actual Account Balance			\$1,482.38



LAWRENCEVILLE

GEORGIA

AGENDA REPORT

MEETING: DOWNTOWN DEVELOPMENT AUTHORITY

AGENDA CATEGORY: DOWNTOWN DEVELOPMENT AUTHORITY BUSINESS

Item: Façade Grant Program

Department: Downtown Development Authority

Date of Meeting: Monday, March 14, 2022

Fiscal Impact: none

Presented By: Jasmine Billings

Action Requested: Façade Grant Program

Summary: Façade Grant Program



LAWRENCEVILLE

GEORGIA

AGENDA REPORT

MEETING: DOWNTOWN DEVELOPMENT AUTHORITY

AGENDA CATEGORY: DOWNTOWN DEVELOPMENT AUTHORITY BUSINESS

Item: Economic Development Material

Department: Downtown Development Authority

Date of Meeting: Monday, March 14, 2022

Fiscal Impact: none

Presented By: Jasmine Billings

Action Requested: Economic Development Material

Summary: Economic Development Material



LAWRENCEVILLE

GEORGIA

AGENDA REPORT

MEETING: DOWNTOWN DEVELOPMENT AUTHORITY

AGENDA CATEGORY: DOWNTOWN DEVELOPMENT AUTHORITY BUSINESS

Item: Pike Street Outparcel Intergovernmental Agreement

Department: Downtown Development Authority

Date of Meeting: Monday, March 14, 2022

Fiscal Impact: none

Presented By: Lee Merritt, Chairman

Action Requested: Pike Street Outparcel Intergovernmental Agreement

Summary: Pike Street Outparcel Intergovernmental Agreement

Attachments:

- Intergovernmental Agreement
- Land Description
- Composite Drawing

INTERGOVERNMENTAL AGREEMENT

Public Works Outparcel – Pike Street

This INTERGOVERNMENTAL AGREEMENT (“IGA”) is made and entered into as of the ____day of _____, 2022, by and between the CITY OF LAWRENCEVILLE, GEORGIA, a Georgia municipal corporation in the State of Georgia (the “City”), and the DEVELOPMENT AUTHORITY OF LAWRENCEVILLE, GEORGIA, a public corporation created and existing under the laws of the State of Georgia (the “DDA”).

W I T N E S S E T H:

WHEREAS, the DDA was created pursuant to the provisions of Article IX, Section VI, Paragraph III of the Constitution of the State of Georgia, the Downtown Development Authorities Law of the State of Georgia, O.C.G.A. § 36-42-1, *et seq.*, as amended, and an activating resolution of the Council of the City of Lawrenceville, duly adopted on November 7, 1983, as amended, and is now existing and operating as a public body corporate and politic, and

WHEREAS, the Act provides that the DDA is created to develop and promote trade, commerce, industry and employment opportunities for the public good and the general welfare within the City; and

WHEREAS, the City now desires to transfer certain properties to the DDA subject to certain terms and conditions, which properties will be used by the DDA for redevelopment purposes; and

WHEREAS, said property is located within the geographic boundaries of the Downtown Development Area, and the DDA is willing to accept the property from the City subject to the terms and conditions of this Agreement

NOW, THEREFORE, for and in consideration of \$10.00 (Ten Dollars) in hand paid and for the mutual promises and covenants set forth herein, the amounts set forth herein, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the City and the DDA do hereby agree as follows:

1. The City will transfer to the DDA the property located in Attachment A
2. In consideration of the transfer of the Subject Property, the DDA agrees to pay to the City all proceeds received by the DDA for the sale of the Subject Property, the lease of the Subject Property, the management of the Subject Property or any other fees received by the DDA related to the redevelopment of the Subject Property. The DDA shall be entitled to reimburse itself for any legal fees incurred in the transfer of the Subject Property which are not paid by the Purchaser.

4. The transfer of the Subject Property by the DDA MAY be subject to restrictions and covenants deemed appropriate by the DDA which shall be intended to make certain that the Subject Property shall be developed in a manner which is consistent with any development plan to be approved by the City and in a manner which will provide for the economic redevelopment and revitalization of the area. The City shall have the right to approve the restrictions and covenants prior to any transfer of the Subject Property by the DDA. These covenants and restrictions may be recorded with the deed or other agreement transferring the property to any private owner. If a potential purchaser of the Subject Property files for a rezoning of the Subject Property, the rezoning will go through the normal process, and the City makes no representations as to the outcome of any rezoning proposed.
5. The Mayor, Mayor Pro Tem, City Manager, City Clerk, and City Attorney, and/or their appropriate designees are hereby authorized to complete the transfer of the Subject Property and to take any and all action necessary and appropriate to carry out the intent of this Intergovernmental Agreement between the parties.
6. This IGA and the rights and obligations of the parties hereto shall be governed, construed and interpreted according to the laws of the State of Georgia.
7. This IGA expresses the entire understanding and agreement between the parties hereto.
8. The invalidity of any one or more phrases, sentences, clauses or sections contained in this IGA shall not affect the remaining portions of this IGA or any part thereof.
9. This IGA may be executed in several counterparts, each of which shall be an original, and all of which shall constitute one and the same instrument.
10. No waiver, amendment, release, modification of this IGA shall be effective unless made in writing and executed by both parties hereto, and properly approved in accordance with the provisions of Georgia law.

[Signatures on Following Page]

CITY OF LAWRENCEVILLE, GEORGIA

Date Signed: _____

By: _____
David R. Still, Mayor

Attest _____
Karen Pierce, City Clerk

(City Seal)

**DEVELOPMENT AUTHORITY OF
LAWRENCEVILLE, GEORGIA**

Date Signed: _____

By _____
Lee Merritt, Chairman

Attest _____
Secretary

(Authority Seal)

LAND DESCRIPTION

All that tract or parcel of land lying and being in Land Lot 144 of the 5th Land District, City of Lawrenceville, Gwinnett County, Georgia and being more particularly described as follows:

To find the **POINT OF COMMENCEMENT**, begin at a point at the Intersection of the Northeasterly Right-of-Way of West Pike Street (a.k.a. State Route 120, R/W Varies) and the Southeasterly Right-of-Way of CSX Railroad (100-foot Right-of-Way, said Point being **THE POINT OF BEGINNING**.

THENCE from said point as thus established and traveling along aforesaid Right-of-Way of CSX Railroad, North 58 degrees 15 minutes 33 seconds East for a distance of 330.13 feet to a Point; THENCE South 32 degrees 34 minutes 15 seconds East for a distance of 305.59 feet to a Point; THENCE North 89 degrees 33 minutes 49 seconds East for a distance of 256.62 feet to a Point; THENCE South 01 degrees 27 minutes 44 seconds West for a distance of 20.50 feet to a 1/2" Rebar with Cap (LSF 1105); THENCE South 15 degrees 23 minutes 30 seconds West for a distance of 68.45 feet to a 1/2" Rebar with Cap (LSF 1105); THENCE North 88 degrees 30 minutes 43 seconds West for a distance of 19.95 feet to a 1/2" Rebar Found; THENCE South 02 degrees 08 minutes 19 seconds East for a distance of 25.21 feet to a 1/2" Rebar Found; THENCE South 01 degrees 13 minutes 48 seconds West for a distance of 224.75 feet to a 1/2" Rebar Found on the aforesaid Right-of-Way of West Pike Street (R/W Varies); THENCE traveling along said Right-of-Way for the following seven (7) courses and distances along a curve to the right having a radius of 5778.58 feet and arc length of 35.02 feet being subtended by a chord of North 78 degrees 54 minutes 51 seconds West for a distance of 35.02 feet to a Point; THENCE North 79 degrees 05 minutes 16 seconds West for a distance of 163.80 feet to a Point; THENCE along a curve to the right having a radius of 522.96 feet and arc length of 49.75 feet being subtended by a chord of North 76 degrees 21 minutes 46 seconds West for a distance of 49.73 feet to a Point; THENCE North 55 degrees 02 minutes 44 seconds West for a distance of 58.79 feet to a Point; THENCE along a curve to the right having a radius of 508.42 feet and arc length of 169.33 feet being subtended by a chord of North 57 degrees 53 minutes 51 seconds West for a distance of 168.54 feet to a Point; THENCE with a compound curve to the right having a radius of 548.67 feet and arc length of 101.51 feet being subtended by a chord of North 45 degrees 49 minutes 46 seconds West for a distance of 101.37 feet to a Point; THENCE North 41 degrees 06 minutes 06 seconds West for a distance of 231.45 feet to a Point, said point being **THE POINT OF BEGINNING**.

Said property contains 4.624 Acres.



TAX PARCEL: 5144 023A
489 WEST PIKE STREET
LAWRENCEVILLE, GEORGIA 30045

TAX PARCEL: 5144 030
442 BUCHANAN STREET
LAWRENCEVILLE, GEORGIA 30045

TAX PARCEL: 5144 027
445 WEST PIKE STREET
LAWRENCEVILLE, GEORGIA 30045

A PORTION OF TAX PARCEL: 5144 031
100 DONS WAY
LAWRENCEVILLE, GEORGIA 30045

1.) BOUNDARY & TOPOGRAPHIC SURVEY FOR LAWRENCEVILLE PUBLIC WORKS DRIVE, PREPARED BY PRECISION PLANNING, INC. DATED 5/1/15 (PPI PROJECT A15132C).

2.) BOUNDARY SURVEY FOR THE CITY OF LAWRENCEVILLE, PREPARED BY M.V. INGRAM ENTERPRISES, INC., DATED 12/27/16, REVISED 2/13/17, RECORDED IN PLAT BOOK 139, PAGE 76 GWINNETT COUNTY RECORDS.

3.) BOUNDARY SURVEY FOR THE CITY OF LAWRENCEVILLE. PREPARED BY M.V. INGRAM ENTERPRISES, INC. DATED 2-12-15.

4.) BOUNDARY & TOPOGRAPHIC SURVEY FOR CITY OF LAWRENCEVILLE. PREPARED BY PRECISION PLANNING, INC. DATED 3/4/19 (PPI PROJECT S19016).

ALL DEED & PLAT REFERENCES SHOWN HEREON ARE RECORDED IN THE
CLERK OF SUPERIOR COURT'S OFFICE OF GWINNETT COUNTY, GEORGIA.

NOTES:
1.) ALL AREA INCLUDES EASEMENTS WITHIN.

BY GRAPHICAL PLOTTING ONLY, A PORTION OF THE SURVEYED AREA LIES
WITHIN A 100 YEAR FLOOD HAZARD AREA PER FIRM PANEL 13135C0073F &
13135C0088F, DATED SEPTEMBER 29, 2006.

THIS OPINION IS NOT A CERTIFICATION OF FLOOD HAZARD STATUS, BUT IS A INTERPRETATION OF THE REFERENCED MAP AND PUBLIC DATA. IF THE EXACT LOCATION OF ELEVATION(S) OF FLOOD HAZARD BOUNDARIES ARE NECESSARY, A MORE DETAILED STUDY MAY BE NEEDED. THIS FIRM ASSUMES NO RESPONSIBILITY OR LIABILITY FOR THE ACCURACY OF THE ABOVE REFERENCED MAP OR PUBLIC DATA.

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 1804.09 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, EMPLOYEES, HIS CONSULTANTS AND CONTRACTORS SHALL HEREBY DISTINCTLY UNDERSTAND THAT THE SURVEYOR IS NOT RESPONSIBLE FOR THE CORRECTNESS OR SUFFICIENCY OF THIS INFORMATION.

STAMP



LAWRENCEVILLE

GEORGIA

AGENDA REPORT

MEETING: DOWNTOWN DEVELOPMENT AUTHORITY

AGENDA CATEGORY: DOWNTOWN DEVELOPMENT AUTHORITY BUSINESS

Item: Central Block Contract Second Agreement

Department: Downtown Development Authority

Date of Meeting: Monday, March 14, 2022

Fiscal Impact: none

Presented By: Chairman Lee Merritt

Action Requested: Central Block Contract Second Agreement

Summary: Central Block Contract Second Agreement

Attachments:

- Central Block Contract Second Amendment

SECOND AMENDMENT TO SALES CONTRACT

This Second Amendment to Sales Contract (this **Amendment**) is entered into as of March _____, 2022 (the "**Amendment Date**"), between DOWNTOWN DEVELOPMENT AUTHORITY OF LAWRENCEVILLE, GEORGIA ("**Seller**"). and SOUTHEAST CAPITAL LAND, LLC a Georgia limited liability company ("**Purchaser**").

RECITALS:

A. Seller and Purchaser entered into a Sales Contract dated September 28, 2021, as amended by that certain First Amendment to Sales Contract, dated as of December 21, 2021 (as amended, the "**Original Contract**"), for the purchase and sale of certain tracts or parcels of land consisting of approximately 19.14 acres located in the City of Lawrenceville, Gwinnett County, Georgia, as more particularly described in the Original Contract. All capitalized terms used but not defined herein shall have the meanings assigned to such terms in the Original Contract.

B. Seller and Purchaser desire to amend the Original Contract as set forth in this Amendment.

AGREEMENTS:

For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Seller and Purchaser agree as follows:

1. Paragraph A. of Article IV – Items to be Delivered by Seller at Closing, is hereby amended by adding to the end thereof the phrase “, including, without limitation, rights of tenants in and to the apartment complex located on the Property, which shall be vacant at Closing.”

2. Paragraph A. of Article VIII – Time and Place of Closing and Closing Costs is hereby amended by deleting therefrom the phrase “two hundred forty (240) days following the Effective Date” and inserting in lieu thereof the phrase “July 29, 2022”, such that the Outside Closing Date under the Original Contract shall be July 29, 2022.

3. Paragraph D. of Article VIII – Time and Place of Closing and Closing Costs is hereby amended by adding to the end thereof the phrase “, including, without limitation, rights of tenants in and to the apartment complex located on the Property, which shall be vacant at Closing.”

4. The Original Contract is hereby amended by deleting Exhibit A-2 attached to the Original Contract in its entirety, and inserting the Exhibit A-2 attached to this Amendment in lieu thereof.

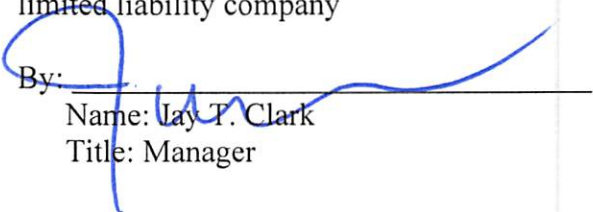
5. Seller and Purchaser hereby ratify the terms of the Original Contract and acknowledge that except as herein modified, the Original Contract is in full force and effect. If any inconsistency exists or arises between the terms of the Original Contract and the terms of this Amendment, the terms of this Amendment shall control. This Amendment shall be governed by the laws of the state of Georgia.

6. This Amendment may be executed in multiple counterparts, each of which shall be deemed to be an original, and all of such counterparts shall constitute one document. To facilitate execution of this Amendment, the parties hereto may execute and exchange, by telephone facsimile or electronic mail PDF, counterparts of the signature pages. Signature pages may be detached from the counterparts and attached to a single copy of this Amendment to physically form one document.

IN WITNESS WHEREOF, the Parties hereto have caused this Amendment to be duly executed, sealed and delivered the day and year first above written.

PURCHASER:

SOUTHEAST CAPITAL LAND, LLC, a Georgia
limited liability company

By: 
Name: Jay T. Clark
Title: Manager

SELLER:

DOWNTOWN DEVELOPMENT AUTHORITY OF
LAWRENCEVILLE, GEORGIA, a development
authority and public body corporate and politic of the
State of Georgia

By: _____
Name: _____
Title: _____

EXHIBIT A-2

Survey Legal

All that tract or parcel of land lying and being in Land Lots 142 & 143 of the 5th District, Gwinnett County, City of Lawrenceville, Georgia, and being more particularly described as follows:

BEGINNING at a concrete monument found located at the northern end of a miter right-of-way intersection between the southerly right-of-way of West Crogan Street (U.S. Hwy 29 / State Route 8 / Lawrenceville Hwy)(variable right-of-way) and the easterly right-of-way of Gwinnett Drive (variable right-of-way), thence continuing with said southerly right-of-way of West Crogan Street, along a curve to the left having an arc length of 141.06 feet, with a radius of 3319.04 feet, being subtended by a chord bearing of North 49 degrees 28 minutes 29 seconds East, for a distance of 141.05 feet to a 5/8-inch rebar set; Thence along a curve to the left having an arc length of 125.79 feet, with a radius of 3319.04 feet, being subtended by a chord bearing of North 47 degrees 10 minutes 17 seconds East, for a distance of 125.79 feet to a 1/2-inch rebar found; Thence along a curve to the left having an arc length of 217.69 feet, with a radius of 3319.04 feet, being subtended by a chord bearing of North 44 degrees 12 minutes 24 seconds East, for a distance of 217.65 feet to a 1/2-inch rebar found; Thence departing said right-of-way South 39 degrees 00 minutes 26 seconds East, a distance of 208.29 feet to a 1/2-inch open top pipe found; Thence South 38 degrees 44 minutes 15 seconds East, a distance of 388.48 feet to a 1/2-inch rebar found; Thence South 38 degrees 41 minutes 56 seconds East, a distance of 400.53 feet to a 1/2-inch rebar found; Thence South 60 degrees 17 minutes 29 seconds West, a distance of 137.93 feet to a 1/2-inch rebar found; Thence South 29 degrees 58 minutes 01 seconds East, a distance of 255.25 feet to a 1/2-inch rebar found on the northern right-of-way of Nash Street Extension (variable right-of-way); Thence continuing with said right-of-way South 58 degrees 13 minutes 45 seconds West, a distance of 553.41 feet to a 5/8-inch rebar set in the intersection of the easterly right-of-way of said Gwinnett Drive and Nash Street Extension; Thence continuing with the right-of-way of Gwinnett Drive North 32 degrees 34 minutes 55 seconds West, a distance of 68.86 feet to a 1/2-inch rebar found; Thence North 60 degrees 12 minutes 38 seconds East, a distance of 251.76 feet to a 1/2-inch rebar found; Thence North 21 degrees 14 minutes 47 seconds West, a distance of 115.93 feet to a nail found; Thence North 78 degrees 09 minutes 08 seconds West, a distance of 50.02 feet to a 1/2-inch rebar found; Thence North 30 degrees 16 minutes 56 seconds West, a distance of 90.02 feet to a 5/8-inch rebar set; Thence South 60 degrees 20 minutes 04 seconds West, a distance of 237.90 feet to a 5/8-inch rebar set on the easterly right-of-way of said Gwinnett Drive; Thence continuing with said right-of-way North 31 degrees 20 minutes 56 seconds West, a distance of 64.50 feet to a 5/8-inch rebar set; Thence North 31 degrees 02 minutes 56 seconds West, a distance of 100.02 feet to a 5/8-inch rebar set; Thence North 29 degrees 03 minutes 52 seconds West, a distance of 124.69 feet to a 1-inch open top pipe found; Thence North 29 degrees 54 minutes 04 seconds West, a distance of 100.17 feet to a 3/4-inch open top pipe found; Thence along a curve to the right having an arc length of 74.78 feet, with a radius of 1067.72 feet, being subtended by a chord bearing of North 27 degrees 54 minutes 25 seconds West, for a distance of 74.76 feet to a 1/2-inch open top pipe found; Thence along a curve to the right having an arc length of 74.68 feet, with a radius of 1109.92 feet, being subtended by a chord bearing of North 24 degrees 00 minutes 42 seconds West, for a distance of 74.66 feet to a 5/8-inch rebar set; Thence along a curve to the right having an arc length of 25.26 feet, with a radius of 1109.92 feet, being subtended by a chord bearing of North

21 degrees 25 minutes 56 seconds West, for a distance of 25.26 feet to a 5/8-inch rebar set; Thence along a curve to the right having an arc length of 14.41 feet, with a radius of 1109.92 feet, being subtended by a chord bearing of North 20 degrees 24 minutes 29 seconds West, for a distance of 14.41 feet to a 5/8-inch rebar set; Thence North 20 degrees 08 minutes 32 seconds West, a distance of 62.37 feet to a 1/2-inch rebar found; Thence North 20 degrees 00 minutes 00 seconds West, a distance of 75.00 feet to a 5/8-inch rebar set; Thence North 20 degrees 00 minutes 00 seconds West, a distance of 107.71 feet to a 5/8-inch rebar set at the southern end of the mitered right-of-way intersection between the southerly right-of-way of West Crogan Street and the easterly right-of-way of Gwinnett Drive, thence continuing along said miter North 17 degrees 04 minutes 42 seconds East, a distance of 26.79 feet to a concrete monument found, which is the POINT OF BEGINNING, said tract or parcel of land contains 15.022 Acres and being more particularly shown on that certain ALTA/NSPS Land Title Survey for SEC Entity TBD and First American Title Insurance Company prepared by David L. Hester, Georgia Registered Land Surveyor No. 3042 of GeoSurvey, dated October 26, 2021, last revised _____, 2022.