



PUBLIC HEARING & REGULAR BUSINESS MEETING
OF MAYOR AND COUNCIL
CITY OF SNELLVILLE, GEORGIA
MONDAY, SEPTEMBER 25, 2023

Present: Mayor Barbara Bender, Mayor Pro Tem Tod Warner, Council Members Solange Destang, Dave Emanuel, Cristy Lenski, and Gretchen Schulz. Also present City Manager Butch Sanders, Assistant City Manager Matthew Pepper, Assistant City Attorney Jay Crowley with Powell and Edwards Attorneys at Law, Chief Greg Perry, IT Administrator Erika Fleeman, Public Information Officer Brian Arrington, and City Clerk Melisa Arnold. (Attorney Chuck Ross was absent.)

CALL TO ORDER

Mayor Bender called the meeting to order at 7:35 p.m.

Council Member Lenski made a motion to amend the agenda to add PRO 2023-16 – Honoring Hispanic Heritage Month, 2nd by Council Member Emanuel; voted 6 in favor and 0 opposed, motion approved.

INVOCATION

Sonia Lopez, Founder of the Norcross Latino Lions Club, gave the invocation.

PLEDGE TO THE FLAG

Reverend Luis DeSousa with Snellville United Methodist Church led the Pledge of Allegiance.

CEREMONIAL MATTERS

PRO 2023-15 – Diamond in The Rough

Mayor Bender read PRO 2023-15 celebrating the 20th anniversary of Diamond in the Rough into the record and presented it to the founder Dr. Nicole Steele.

PRO 2023-16 – Honoring Hispanic Heritage Month

Mayor Bender read PRO 2023-16 Honoring Hispanic Heritage Month into the record and presented it to Reverend Luis DeSousa, Latino Pastor of Snellville United Methodist Church.

MINUTES

Approve the Minutes of the August 14, 2023 Meetings and the September 11, 2023 Special Called Meetings for the Appeal Hearings of Applications for License to Sell Alcoholic Beverage by the Package

Council Member Emanuel made a motion to approve the minutes of the August 14, 2023 Meetings and the September 11, 2023 Special Called Meetings for the Appeal Hearings of Applications for License to Sell Alcoholic Beverage by the Package, 2nd by Council Member Destang; voted 6 in favor and 0 opposed, motion approved.

City of Snellville Administration Department

PUBLIC HEARING & REGULAR BUSINESS OF MAYOR AND COUNCIL
MONDAY, SEPTEMBER 25, 2023
PAGE TWO

INVITED GUESTS

Gwinnett County Department of Transportation (DOT) – Transit Update

China Thomas with Gwinnett County DOT gave a presentation on the new micro-transit program as well as the future transportation plans.

Mayor Bender recognized and thanked District 3 Commissioner Jasper Watkins, Director of Gwinnett County DOT Lewis Cooksey, Director of Transit Capital Improvement Projects China Thomas, and Transit Division Director Natasha Tyler.

Bobby Howard

Mr. Howard spoke about the Cop Cab program.

Sonia Lopez

Ms. Lopez who started the first Latino Lions Club in Norcross, spoke about her culture and living in the United States.

COMMITTEE / DEPARTMENT REPORTS

None

APPROVAL OF THE AGENDA

Approved and amended at the beginning of the meeting.

PUBLIC HEARING

None

CONSENT AGENDA

None

OLD BUSINESS

None

NEW BUSINESS

Mayor's Nomination and Council Confirmation of Dale Stanley to Parks and Recreation Board Post 1 with a Term Expiration Date of June 1, 2025 [Bender]

Mayor Bender nominated Dale Stanley to Post 1 of the Parks and Recreation Board, confirmed by Council 6 in favor and 0 opposed, nomination approved.

Consideration and Action on Approval of a 3-Year Lease Agreement with Christmas Décor for Leasing of Christmas Decorations [Bender]

Council Member Emanuel made a motion to authorize the Mayor to sign the lease with Christmas Décor after Attorney review and approval in an amount not to exceed \$92,078 per year for three (3) years, 2nd by Council Member Schulz.

Council Member Lenski thanked the committee members for their work on this project.

The motion was voted 5 in favor and 1 abstention with Council Member Destang abstaining, motion approved 6 in favor and 0 opposed. (Per Article II, Division 1, Section 2-47 of the Code of Ordinances, an abstention shall be counted as an affirmative vote.)

PUBLIC HEARING & REGULAR BUSINESS OF MAYOR AND COUNCIL
MONDAY, SEPTEMBER 25, 2023
PAGE THREE

Consideration and Action on Intergovernmental Agreement with Gwinnett County for a Lease of the Second Floor of the Elizabeth Williams Library [Bender]

Mayor Bender explained that the lease is a 50-year lease at a cost of \$1 per year for the City's use of the second floor of the new Elizabeth Williams Library.

Council Member Schulz made a motion to approve the Intergovernmental Agreement with Gwinnett County for a Lease of the Second Floor of the Elizabeth Williams Library, 2nd by Council Member Emanuel; voted 6 in favor and 0 opposed, motion approved.

COUNCIL REPORTS

Council Members Destang, Lenski, Schulz, Emanuel and Mayor Pro Tem Warner each gave a report.

MAYOR'S REPORT

Mayor Bender gave a report.

PUBLIC COMMENTS

The following people spoke:

Catherine Hardrick, 2280 Buckley Trail, Snellville.

Norman Carter, 2777 Nathaniel Way, Grayson.

Carol Maldonado, 3631 Chamblee Tucker Rd., Chamblee.

EXECUTIVE SESSION

None

ADJOURNMENT

Council Member Emanuel made a motion to adjourn, 2nd by Council Member Destang; voted 6 in favor and 0 opposed, motion approved. The meeting adjourned at 8:41 p.m.



Barbara Bender, Mayor



Melisa Arnold, City Clerk

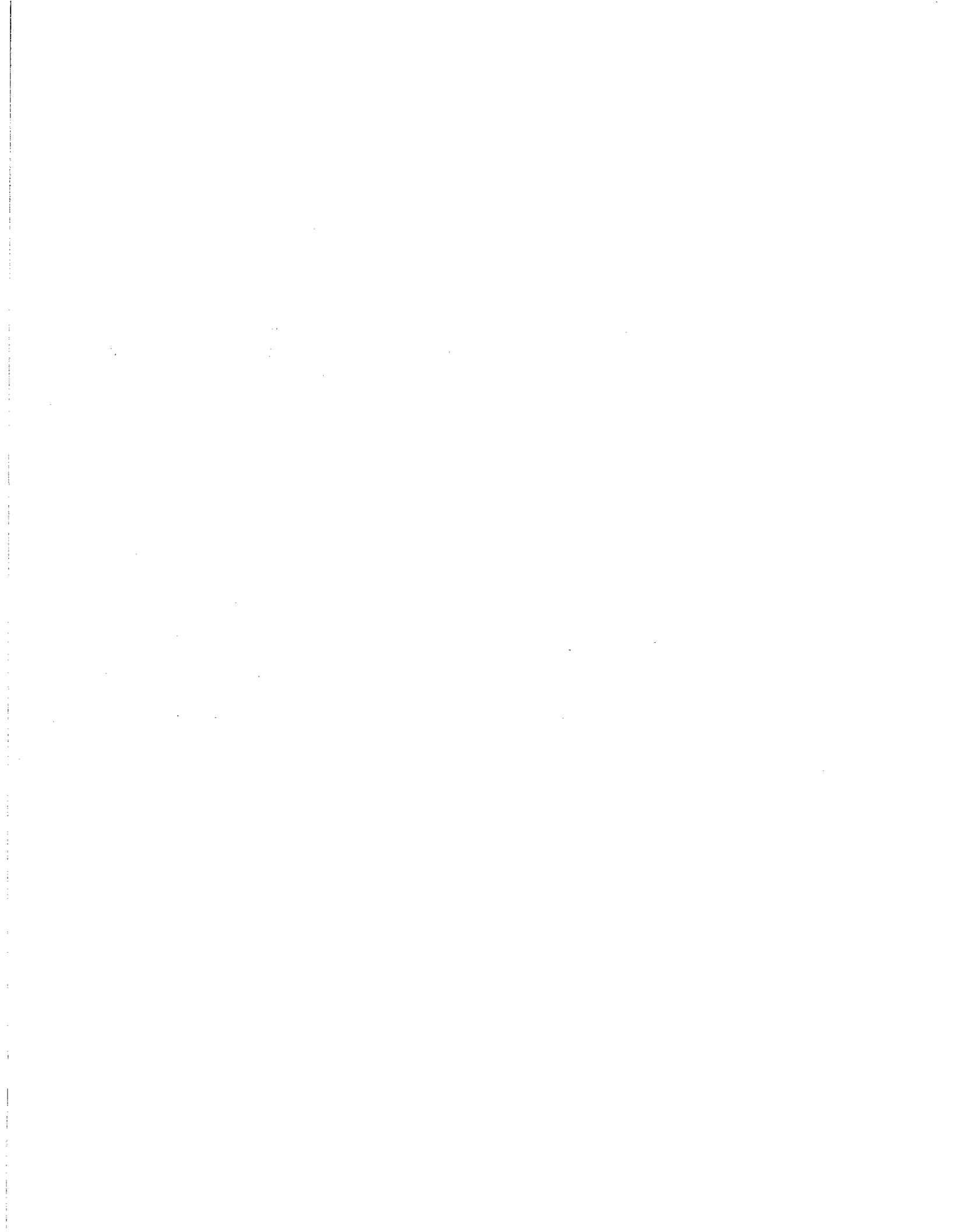
INTERGOVERNMENTAL LEASE AGREEMENT

THIS INTERGOVERNMENTAL LEASE AGREEMENT, is made this 10th day of October, 2023, by and between GWINNETT COUNTY, GEORGIA, a body corporate and politic and a political subdivision of the State of Georgia, (hereinafter referred to as the "COUNTY") and the CITY OF SNELLVILLE, a political subdivision of the State of Georgia, (hereinafter referred to as "SNELLVILLE").

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

WHEREAS, pursuant to this authority, the County and Snellville entered into an Intergovernmental Agreement for a Library and Educational Building and Detached Parking Structure dated December 17, 2020 (hereinafter referred to as the "Towne Center Improvements IGA"), whereby the County and Snellville memorialized their agreements regarding the construction, ownership, operation and maintenance of a new branch of the Gwinnett County Public Library System (hereinafter referred to as the "Library") and educational space (hereinafter referred to as the "Educational Space") to be housed in a facility hereinafter referred to as the "Library and Educational Building" and of a shared detached parking structure; and

WHEREAS, Section 8.H. of the Towne Center Improvements IGA contemplates that certain post-closing agreements, including a lease of the Educational Space to Snellville, will be necessary for the



ongoing occupancy, use, operation, maintenance and repair of the facilities constructed pursuant to said intergovernmental agreement; and

WHEREAS, in furtherance of the Towne Center Improvements IGA, the parties now wish to enter into this Intergovernmental Lease Agreement whereby the County leases to Snellville that portion of the Library and Educational Building containing the Educational Space upon the terms and conditions upon which the parties have agreed that said property will be leased.

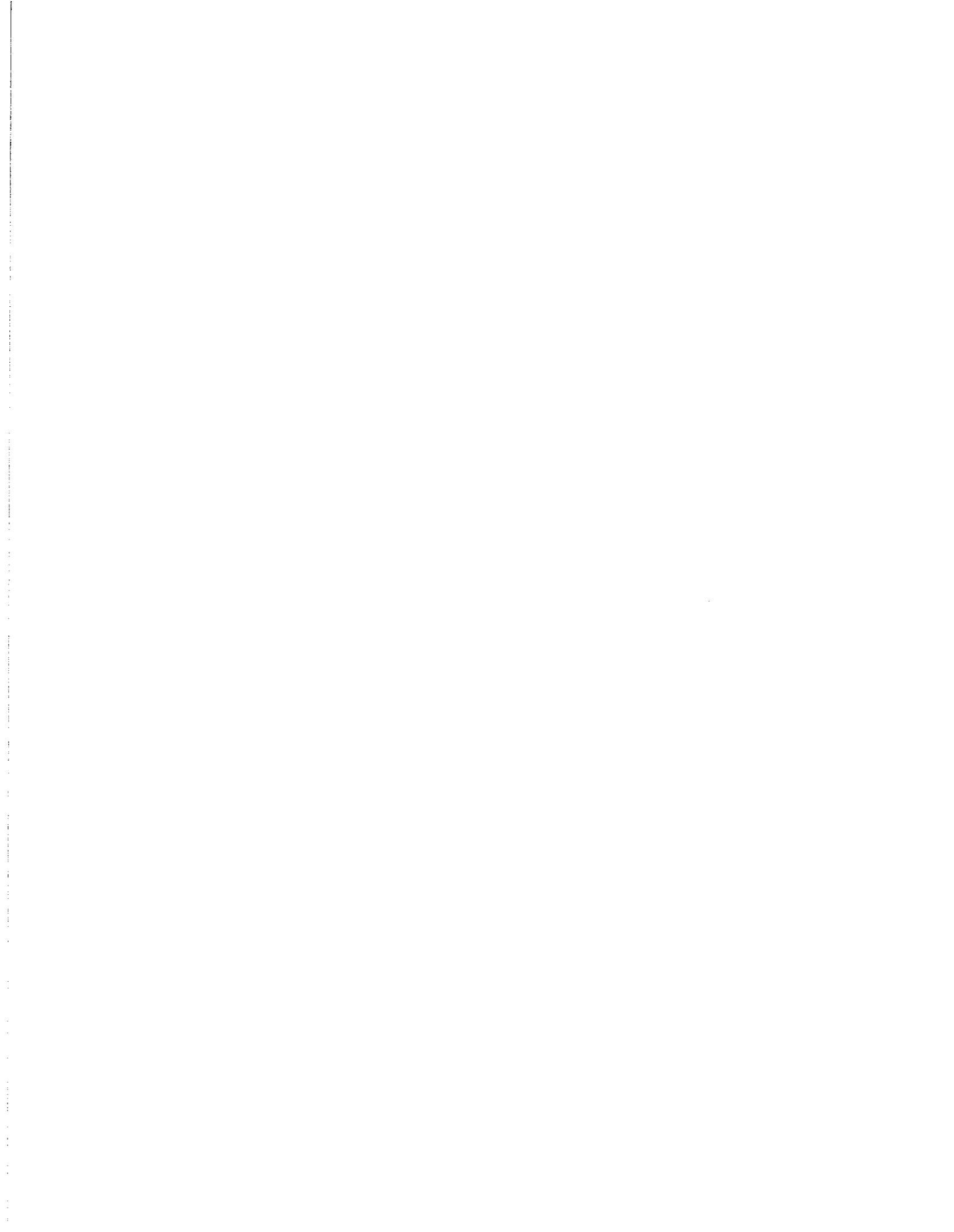
NOW, THEREFORE, for and in consideration of the premises and undertakings as hereinafter set forth and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the County and Snellville do hereby agree as follows:

1. **LEASE OF PREMISES:**

This Intergovernmental Lease Agreement is for the lease of the second floor of the Library and Educational Building, consisting of approximately 22,500 square feet, located at 2245 Wisteria Drive, Snellville, Georgia (hereinafter referred to as the "Premises"). In consideration of the rental payments herein received and the covenants contained herein, the County does hereby lease the Premises to Snellville and Snellville does hereby rent and take the Premises from the County, upon and subject to the covenants and conditions hereinafter set forth.

2. **TERM:**

The term of this Intergovernmental Lease Agreement shall begin on the date first set forth above and shall terminate on the fiftieth (50th) anniversary of said date, unless sooner terminated as hereinafter provided.



3. **CONSIDERATION:**

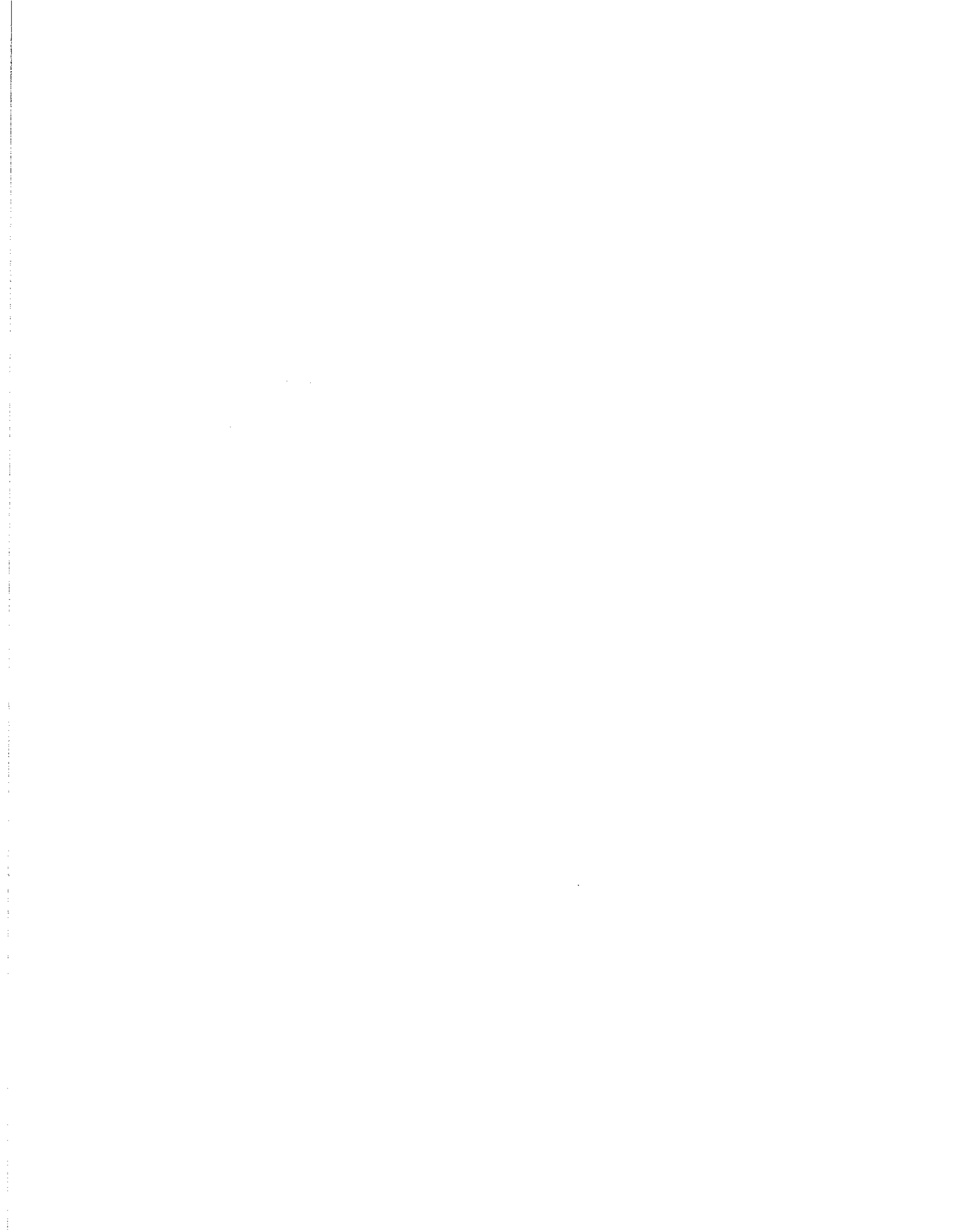
In consideration for the use of the Premises as provided in this Intergovernmental Lease Agreement, Snellville covenants and agrees to pay to the County an annual rent of One Dollar (\$1.00), payable on the date of the execution of this Intergovernmental Lease Agreement and each anniversary thereafter. As further consideration, Snellville agrees to use and maintain the Premises as set forth herein.

4. **COMPLIANCE WITH THE TOWNE CENTER IMPROVEMENTS IGA:**

Snellville agrees to use and maintain the Premises in full compliance with the Towne Center Improvements IGA, attached hereto as Exhibit A and incorporated herein by reference as if fully set forth herein. It is the intention of the parties that the terms and conditions set forth in Exhibit A, including but not limited to the following specifically referenced sections, set forth agreed upon terms and conditions of this Intergovernmental Lease Agreement.

- (a) The County and Snellville shall share responsibility for utilities and routine maintenance for the Premises as provided in Section 14 of Exhibit A.
- (b) The County and Snellville shall share responsibility for capital maintenance and repair of the Premises as provided in Sections 15 through 17 of Exhibit A.
- (c) Snellville may make changes to the interior design of the Premises in accordance with Section 18 of Exhibit A.
- (d) Snellville may make changes to the use of the Premises in accordance with Section 19 of Exhibit A.
- (e) Insurance coverage for the Premises shall be provided in accordance with Section 21 of Exhibit A.
- (f) In compliance with Section 24 of Exhibit A, the Premises shall be a non-smoking facility.

5. **RIGHT OF ACCESS AND NO INTERFERENCE:**



Beginning on the above-stated date and continuing until the termination of the Intergovernmental Lease Agreement, Snellville will have access to the Premises and the two (2) stairwells used for ingress to and egress from the Premises. Such access and use of the Premises by Snellville shall in no way interfere with the County's Library located on the first floor of the Library and Educational Building.

6. SUBLEASING AND ASSIGNMENT:

Snellville may sublease the Premises, or any portion thereof, only with the prior written approval of the County, which may be withheld, conditioned or delayed at its reasonable discretion. The County hereby delegates to the County Administrator authority to approve subleases on behalf of the County provided such sublease is in compliance with the terms of this Intergovernmental Lease Agreement and furthers the purposes as stated herein.

Snellville may assign its leasehold interest in the Premises only with the prior written consent of the County which shall not be unreasonably withheld, conditioned or delayed.

Any subtenant or assignee shall be required to strictly comply with all terms of this Intergovernmental Lease Agreement.

7. EARLY TERMINATION:

Snellville may terminate this Intergovernmental Lease Agreement before the expiration of the term by giving the County written notice and returning the Premises in an undamaged condition, normal wear and tear excepted.

8. NO HOLDOVER:

Snellville shall deliver possession of the Premises in good order and repair to the County upon termination or expiration of this Intergovernmental Lease Agreement.

9. NO WAIVER:

The failure of the County to insist upon strict compliance with the terms of this Intergovernmental Lease Agreement shall not constitute a waiver of any violation.

10. REMEDIES CUMULATIVE:

All remedies under this Intergovernmental Lease Agreement or by law or equity shall be cumulative. If a suit for any breach of this Intergovernmental Lease Agreement establishes a breach by Snellville, Snellville shall pay all expenses incurred in connection therewith including, without limitation, reasonable attorney's fees.

11. NOTICES:

Any notice required by this Intergovernmental Lease Agreement shall be in writing and shall be deemed to be given if delivered personally or mailed by registered or certified mail to the address listed below:

(a) If to the County:

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

With a copy to:

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

(b) If to Snellville:

City Manager
City of Snellville, Georgia
2342 Oak Road
Snellville, Georgia 30078

With a copy to:

12. **ABANDONMENT:**

The County shall have the right to store or dispose of any of any property remaining on the Premises after the expiration or termination of the Intergovernmental Lease Agreement. Any such property shall be considered the County's property and title thereto shall vest in the County.

13. **GOVERNING LAW:**

This Intergovernmental Lease Agreement shall be construed in accordance with the laws of the State of Georgia.

14. **MODIFICATION:**

This Intergovernmental Lease Agreement cannot be changed or modified except by agreement in writing executed by all parties hereto.

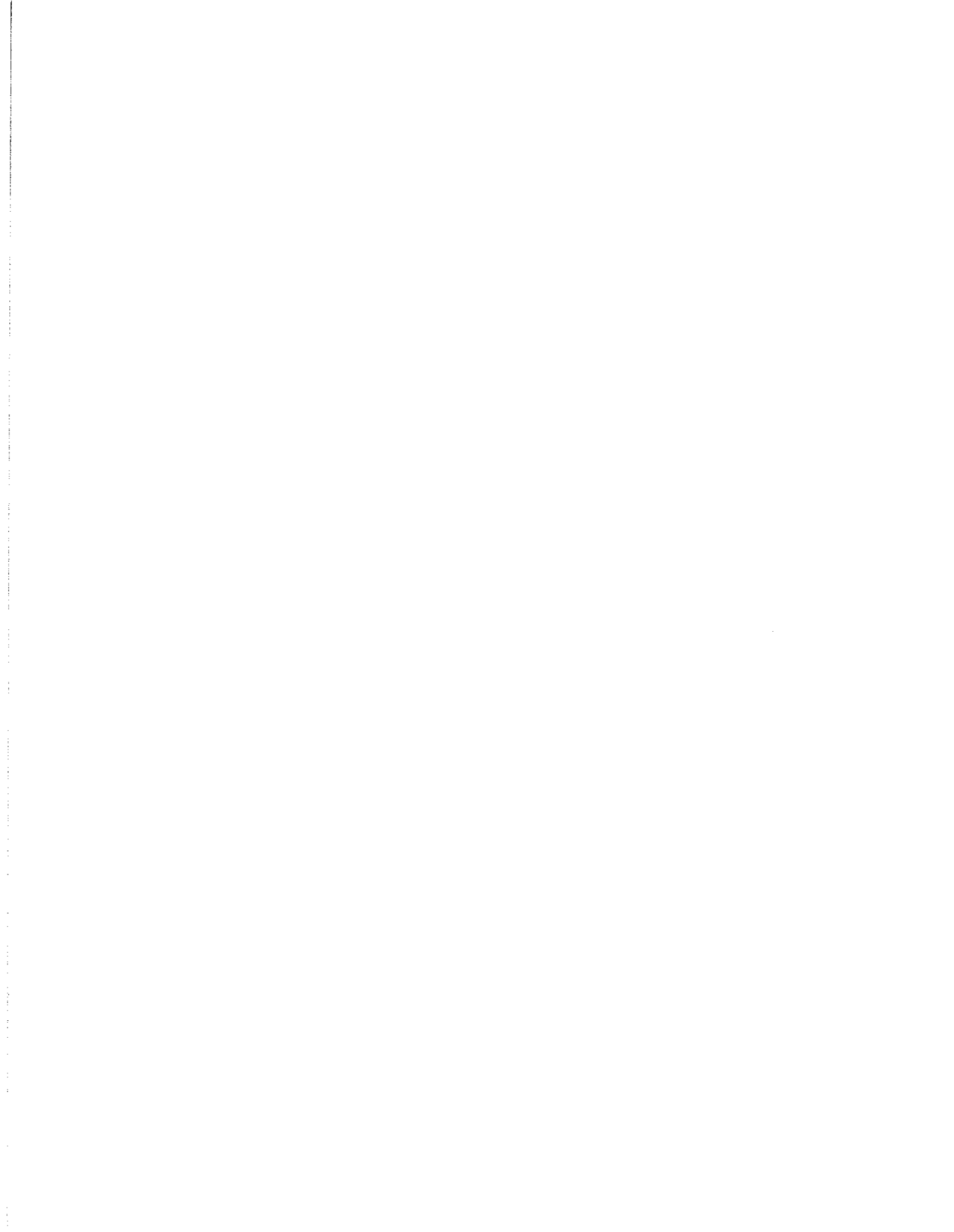
15. **SUCCESSORS AND ASSIGNS:**

This Intergovernmental Lease Agreement shall be binding upon and insure to the benefit of the parties hereto and their respective successors and permitted assigns.

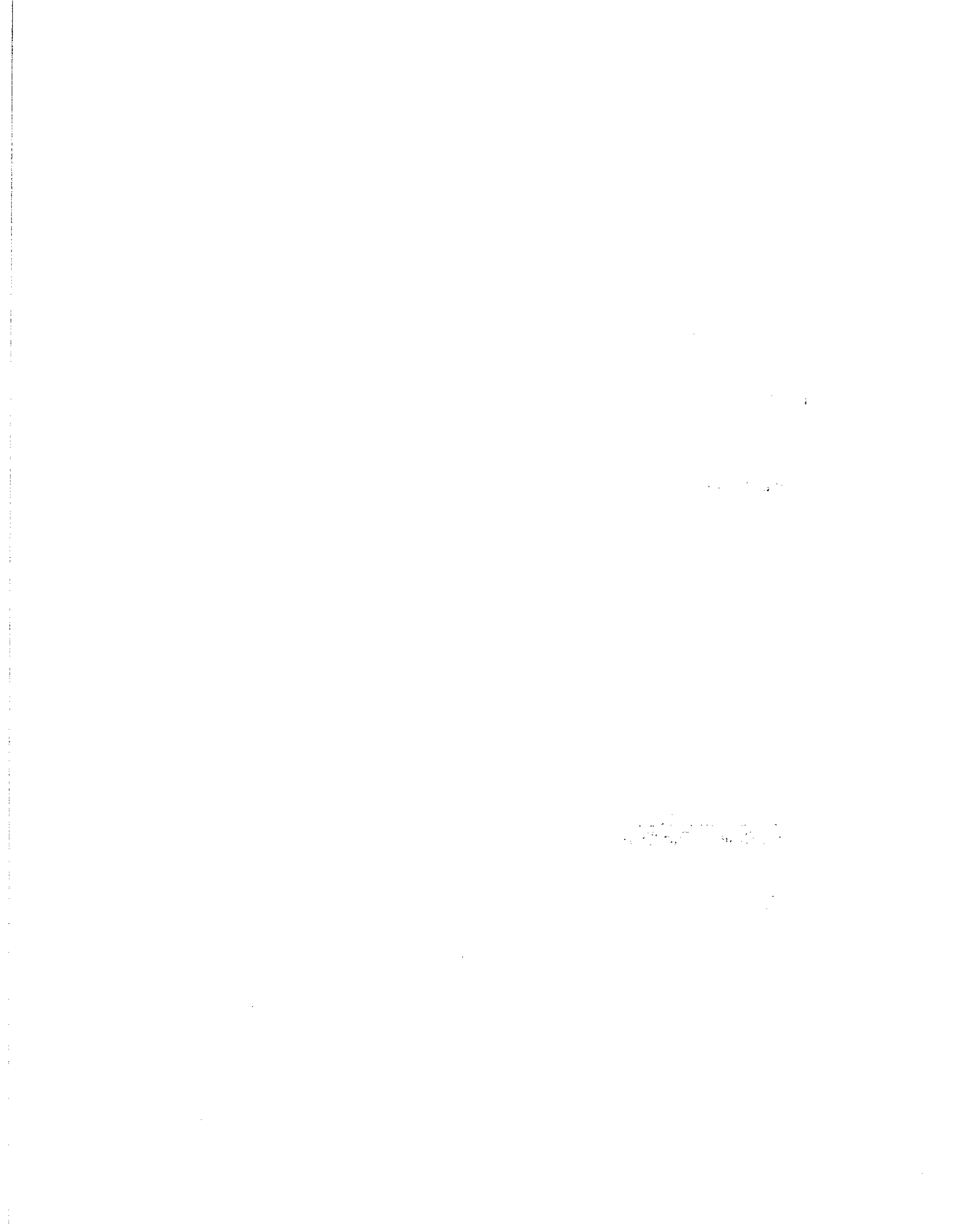
16. **ENTIRE AGREEMENT:**

This Intergovernmental Lease Agreement constitutes the entire agreement between the parties and no oral statements shall be binding.

IN WITNESS WHEREOF, the parties hereto have caused these presents to be signed in person or by a person duly authorized the day and year first above written.



[Signatures on following page]



COMMISSIONERS

GWINNETT COUNTY BOARD OF

By: Nicole L. Hendrickson
Nicole L. Hendrickson, Chairwoman

Attest:

By: Tina King
Tina King, County Clerk



Approved as to Form:

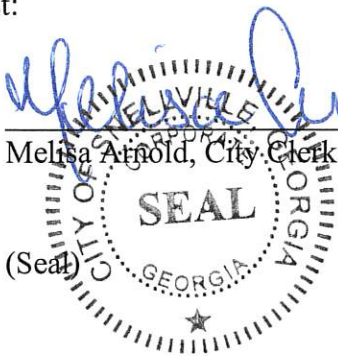
By: Jenny S. Carter
Jenny S. Carter, Deputy County Attorney

THE CITY OF SNELLVILLE

By: Barbara Bender
Barbara Bender, Mayor

Attest:

By: Melisa Arnold
Melisa Arnold, City Clerk



Approved as to Form:

By: [Signature]
City Attorney



Exhibit A

INTERGOVERNMENTAL AGREEMENT FOR A LIBRARY AND EDUCATIONAL BUILDING AND DETACHED PARKING STRUCTURE

Dec THIS INTERGOVERNMENTAL AGREEMENT FOR A LIBRARY AND EDUCATIONAL BUILDING AND DETACHED PARKING STRUCTURE (this "Intergovernmental Agreement" or "Agreement"), is made and entered into this the 17 day of , 2020 (the "Effective Date"), by and between the **CITY OF SNELLVILLE, GEORGIA**, a municipal corporation chartered by the State of Georgia (hereinafter referred to as the "City") and **GWINNETT COUNTY, GEORGIA**, a political subdivision of the State of Georgia (hereinafter referred to as the "County") (the City and the County may be individually referred to herein as a "Party" and collectively as the "Parties").

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

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

WHEREAS, the Parties previously entered into an intergovernmental agreement dated July 18, 2017, which was amended in its entirety (with the exception of the legal description attached thereto) by that certain Addendum to the Intergovernmental Agreement dated February 18, 2020 (hereinafter referred to as the "Design IGA"), providing for the design of a new building to house (i) the new branch of the Gwinnett County Public Library System (hereinafter referred to as the "Library") and (ii) an educational space (hereinafter referred to as the "Educational Space") to be located in the planned The Grove at Towne Center development (also referred to herein as the "Towne Center") on a parcel of land to be conveyed by the City to the County as further provided herein (the new building housing the Library and the Educational Space is hereinafter referred to as the "Library and Educational Building"); and

WHEREAS, in order to provide parking for the Library and the Educational Space, the Design IGA further provides for the design of a shared detached parking structure (hereinafter referred to as the "Parking Structure") to be located on an adjacent parcel located in the Towne Center; and

WHEREAS, the Parties desire that the County construct the Library and Educational

Building and that the City construct the Parking Structure, with the Parties' funding the costs and expenses related to such construction as provided herein; and

WHEREAS, pursuant to the terms of the Design IGA, the Parties have jointly contracted with Tunnell, Spangler, Walsh & Associates, Inc. d/b/a TSW (hereinafter referred to as "TSW" or the "Architect") for the design of the Library and Educational Building, the Parking Structure and other related improvements (said contract hereinafter referred to as the "Architect Contract"); and

WHEREAS, the Parties issued a written directive to TSW to proceed with the preparation and development of the full set of construction documents for the construction of the Library & Educational Building, Parking Structure, and certain site improvements based upon the design development documents prepared by TSW and mutually approved by the Parties (hereinafter referred to as the "Construction Documents"); and

WHEREAS, each Party acknowledges and agrees that it has reviewed and approved the construction drawings for the Library & Educational Building and the Parking Structure prepared by TSW, dated July 17, 2020, and titled "Gwinnett-Snellville Library and Business Building – 50% Construction Documents Set" (hereinafter referred to as the "50% Construction Documents"), which are incorporated herein by this reference; and

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

WHEREAS, the City and the County desire to enter into this Intergovernmental Agreement to memorialize their agreements regarding the construction, ownership, operation and maintenance of the Library and Educational Building and the Parking Structure, including, but not limited to, the City's acquisition of the parcels of land on which the Library and Educational Building and the Parking Structure will be located, the City's conveyance of title to the parcel of land on which the Library and Educational Building will be located to the County, the construction of the Library and Educational Building by the County, the construction of the Parking Structure by the City, the fair and equitable allocation among the Parties of the costs and expenses related to such construction, and the construction of infrastructure improvements necessary for the use, occupancy, and operation of the Library and Educational Building and the Parking Structure, including, but not limited to, the provision of stormwater detention facilities, utility systems, streets, pedestrian walkways, and streetscape improvements.

NOW, THEREFORE, for and in consideration of the premises and undertakings as hereinafter set forth and other good and valuable consideration, the receipt and sufficiency of

which are hereby acknowledged, the City and the County do hereby agree as follows:

GENERAL PROVISIONS

1. **Purpose and Intent; Summary of Proposed Development.** This Agreement provides the terms and conditions for the development, construction, funding, ownership, operation, maintenance, and use of the Library and Educational Space and Parking Structure. Subject to the terms and conditions of this Agreement and the other instruments and agreements to be entered into pursuant to this Agreement, the City and the County intend to cause the Library and Educational Building, the Parking Structure, and certain infrastructure and other improvements necessary for the full use, occupancy, and operation of the Library and Educational Building and Parking Structure (said infrastructure and other improvements are collectively referred to herein as the "Other Project Improvements"; the Library and Educational Building, the Parking Structure, and the Other Project Improvements are collectively referred to herein as the "Project") to be developed and constructed as follows:

A. **Library and Educational Building.** The Library and Educational Building shall be a two-story building containing approximately 44,000 square feet (each level approximately 22,000 square feet in area), with the first floor serving as the Library and occupied by the County and the second floor serving as the Educational Space and occupied by the City. The Library and Educational Building shall be constructed on that certain parcel of land (hereinafter referred to as the "Library Site") depicted on the Overall Site Concept Plan for The Grove at Towne Center prepared by Smallwood, Reynolds, Stewart, Stewart and Associates, Inc., dated November 11, 2019 (the "Site Plan"; a copy of which is attached hereto as Exhibit "A" and incorporated herein by this reference); said real property being a part of that certain larger tract or parcel of land more particularly described in Exhibit "B" attached hereto and made a part hereof. The County shall oversee and coordinate the construction of the Library and Educational Building in accordance with the provisions of this Agreement.

B. **Parking Structure.** The Parking Structure shall contain a total of approximately 749 parking spaces. A minimum of 128 parking spaces in the Parking Structure shall be dedicated and reserved for use by the County and Library patrons as parking for the Library with all 128 parking spaces being located on the same level as the pedestrian walkway and main entrance to the Library as shown on Exhibit "C" attached hereto and made a part hereof. The County will have a non-exclusive right to use all other areas, portions and features of the Parking Structure, exclusive of County and other parking spaces, for the purposes of pedestrian and vehicular access, ingress or egress to or from the Parking Structure, the Library and Educational Building, adjacent streets, driveways, pedestrian walkways, or sidewalks, for the parking of motor vehicles for itself, its employees, its invitees, and Library patrons, free of charge. The Parking Structure shall be

constructed on that certain parcel of land (hereinafter referred to as the "Parking Site") depicted on Exhibit "A" attached hereto, said real property being a portion of that certain tract or parcel of land more particularly described in Exhibit "D" attached hereto and made a part hereof, which is now or formerly owned by the United States Postal Service. The City shall oversee and coordinate the construction of the Parking Structure in accordance with the provisions of this Agreement.

C. Other Project Improvements. The Other Project Improvements will include the construction and installation of a pedestrian/library plaza, pedestrian walkways, sidewalks, streets and vehicular access drives, drop-off area for the Library, on-street parking, streetscape improvements, landscaping, exterior lighting, stormwater systems, including the construction of off-site stormwater regional detention facilities, and sanitary sewer and other utility systems, including offsite systems as required to tie in to existing sanitary sewer or other utility lines or systems, and other appurtenant facilities and amenities, as depicted on the Site Plan. Unless otherwise expressly provided for herein, the County shall not be responsible for overseeing and coordinating, or funding, in whole or in part, the construction of any Project improvements other than the Library and Educational Building and the Parking Structure. The City shall be responsible for overseeing and coordinating, securing, or causing the construction of Other Project Improvements without reimbursement from the County.

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

E. Project Phases. As further described herein, the Project shall be developed and constructed pursuant to a phased approach.

F. Estimated Cost of Construction. As set forth in the cost estimate based on the

Construction Documents Analysis (Revision 1) by ADE Construction Consultants, Inc., dated August 12, 2020 (also referred to herein as the "Cost Estimate"), the estimated cost of construction of the Library and Educational Building and the Parking Structure is \$22,543,246, which is broken down as follows: the estimated cost of construction of the Library and Educational Building is \$11,310,714; and the estimated cost of construction of the Parking Structure is \$11,232,532.

2. Preparation of Construction Documents.

A. Review and Approval of Construction Documents. The Library and Educational Building will be constructed to meet the minimum LEED standard of "Certified" as defined by the U.S. Green Building Council (USGBC). During preparation of the Construction Documents, the County and the City will cooperate in reviewing and commenting on said documents. Upon completion of the Construction Documents, each Party shall have thirty (30) days to review and provide written approval of the same, and such approval shall not be unreasonably withheld, delayed, or conditioned.

B. Design Changes. Subject to and as further provided in Section 10 (*Project Changes*) below, each Party agrees that it shall obtain the written consent of the other Party, which shall not be unreasonably withheld, conditioned, or delayed, prior to requesting or proposing any material change, alteration, revision, addition, or modification to the Construction Documents or 50% Construction Documents, either prior to commencement of or during construction of the Project (hereinafter referred to as a "Design Change"); provided, however, such consent may be withheld for certain Design Changes as set forth in Section 10 (*Project Changes*).

C. Bidding and Construction Administration Services. As set forth in the Architect Contract, TSW shall also provide bidding and construction administration services for the Project. Notwithstanding any other term or provision of the Architect Contract to the contrary, the Parties agree that in the performance of said bidding and construction administration services, TSW shall treat the Library and Educational Building and the Parking Structure as separate projects. The County shall be deemed the 'owner,' as such term is customarily used in contracts in the construction industry, with respect to the construction of the Library and Educational Building, and the City shall be deemed the 'owner' with respect to the Parking Structure. The foregoing provisions are provided for the purpose of clarifying each Party's role and relationship with the Architect, as well as the awarded general contractors, with respect to such portions of the Project. In aid of and to provide for the effective and efficient oversight and administration of the Architect's bidding and construction administration services for each portion of the Project, as well as the subject general contractor's construction of same, said provision is further intended to identify which Party has ultimate decision making authority with respect to the various portions of the Project. Notwithstanding the foregoing, no Design Change or Change Order (as hereafter defined) shall be directed, authorized, or otherwise undertaken except in accordance with Section 10 (*Project Changes*) hereof.

3. **Stormwater Detention System.** The City shall provide stormwater detention for the Library Site in an off-site regional stormwater basin (R-SWB), which shall be designed, sized, and constructed by the City to accommodate all stormwater runoff from the Library Site, including roof drainage from the Library and Educational Building, in conformity with all local, state, and federal stormwater requirements, including those related to volume, peak release rate, water quality, and channel protection. The Parties acknowledge and agree that the infrastructure of the Library Site, including grading and stormwater piping, will be designed and constructed so that all stormwater runoff is routed to the R-SWB. In addition to constructing the R-SWB, the City shall install all off-site stormwater piping and infrastructure, including, but not limited to, stormwater piping for roof drainage, necessary to convey all stormwater runoff from the Library Site to the R-SWB, with said piping and infrastructure stubbed to the edge of the property line of the Library Site (hereinafter referred to as the "Stormwater Conveyance Infrastructure"). The City shall be solely responsible for the design, construction, operation, and continuing maintenance and repair of the R-SWB and the Stormwater Conveyance Infrastructure (hereinafter collectively referred to as the "Stormwater Detention System"), including all costs and expenses associated with same.

4. **Title to the Parking Site.** The City represents and warrants the following: (i) the City has entered a duly approved real property exchange agreement with the United States Postal Service to acquire the Parking Site; (ii) said real property exchange agreement is valid and binding in all respects as of the Effective Date; (iii) neither of the parties to said real property exchange agreement are in default of same as of the Effective Date; and (iv) the City's right to acquire fee simple title to the Parking Site under said real property exchange agreement is exercisable up to and including the dates contemplated in the timeframes set forth in this Paragraph.

5. **Procurement and Contracting for Construction of Parking Structure.**

A. **Procurement, Approval, and Award.** Upon the City's acquisition of the Parking Site and the Parties' approval of the Construction Documents for the Parking Structure, the City, by way of its usual and customary purchasing and procurement procedures, will solicit, receive, and consider bids from qualified third parties for the construction of the Parking Structure. The City will comply with all federal, state, and local laws related to public works procurement and contracting (Georgia Local Government Public Works Construction Law, O.C.G.A. § 36-91-1 et seq.), including but not limited to, those laws related to competitive bidding, certification of contractors and subcontractors, and bonding of contractors. No later than one hundred and twenty (120) days from the date of the City's acquisition of the Parking Site or the Parties' approval of the Construction Documents for the Parking Structure, whichever is last to occur, the City will provide written notice to the County that it is prepared to award the contract to a Construction Manager at Risk for the construction of the Parking Structure and will provide the County with City staff's recommendation for the award of the contract. The County shall have the right to review and approve, at its reasonable discretion, any Guaranteed Maximum Price (GMP) proposal,

amendment or similar agreement authorizing the GMP, including the detailed costs of work, materials and other items comprising same, for construction of the Parking Structure. The City shall negotiate, review, evaluate, and finalize the contract with the awarded contractor, and the County shall have the right to review and approve said contract, such approval not to be unreasonably withheld, conditioned, or delayed. If the County fails to provide its comments, revisions, rejection, or disapproval to or of such contract within fifteen (15) days of receipt of same from the City, the County shall be deemed to have approved the award of the contract to the proposed third-party contractor. Notwithstanding any other provision hereof to the contrary, the City shall have the right to reject all bids for the construction contract and, after further consultation with the County, rebid said contract. Notice to the County of the City's intent to reject all bids shall be provided in the same manner as set forth above with respect to any recommendation for the award of the construction contract. In the event the City rejects all bids for the construction contract, all related deadlines required hereunder shall be extended in a reasonable and equitable manner.

B. Miscellaneous Construction Services. The City, by way of its usual and customary purchasing and procurement procedures, shall be responsible for securing all miscellaneous construction services necessary for the proper construction and development of the Parking Structure, Parking Site, and Other Project Improvements that the City is responsible for undertaking and completing, including, but not limited to, the Stormwater Detention System and "pad-ready" improvements for the Library Site, and the City shall hold the contracts or purchase agreements for such services.

C. Insurance. The City shall require the general contractor for construction of the Parking Structure (and its subcontractors), as well as any design professionals and contractors providing services related to the construction of any Other Project Improvements that the City is responsible for undertaking and completing in accordance herewith, including, but not limited to, the Stormwater Detention System and "pad-ready" improvements for the Library Site, to procure and maintain insurance of the types and amounts of coverage as customarily required by the City for projects of similar scope and size. The City shall require said parties to provide certificates of insurance evidencing such required types and amounts of coverage prior to commencing work, and the County shall be named as an additional insured on all certificates of insurance (other than those for types of coverage for which additional insured status is not customarily available). Notwithstanding and in addition to the types of insurance coverage required under the foregoing provision, the City shall further require that the general contractor for construction of the Parking Structure, as well as the general contractor or contractor(s) for construction of the "pad-ready" improvements for the Library site, procure and maintain insurance of the types and minimum amounts of coverage customarily required by the County for projects of similar scope and size, which are set forth in Exhibit "E" attached hereto and incorporated herein.

6. Construction of Streets, Library Plaza, Signage, and Other Project Improvements.

Prior to or concurrent with the construction of the Parking Structure, the City shall oversee and coordinate or otherwise cause the construction of the infrastructure for the Towne Center development, including, but not limited to, the following improvements depicted on the Site Plan: all driveways and sidewalks providing access to or serving the Library and Educational Building and the Parking Structure; all internal streets of the Towne Center; streetscape improvements; the drop off area and four (4) on-street parking spaces for the Library located adjacent to the Library Site; the library plaza; and the green space located adjacent to and south of the Library Site. The infrastructure improvements shall be completed prior to the substantial completion of the Library and Educational Building.

A. Streets, Driveways, Sidewalks, and Streetscape Improvements. Prior to substantial completion of the Library and Educational Building, all internal streets, driveways and sidewalks of the Towne Center necessary to provide convenient access, ingress and egress to/from the Library and Educational Building, Parking Structure, and existing public rights-of-way (external to the Towne Center development) and otherwise necessary for the full use, occupancy, and operation of the Library and Educational Building and Parking Structure, shall be dedicated to and accepted by the City for the benefit of the public; or if such streets or other improvements are intended to be private, the City shall cause duly recorded perpetual private easements conveying non-exclusive easement rights to the County in such improvements to be duly recorded prior to conveyance of the Library Site to the County. The City agrees that the drop-off area shall be designed to accommodate the turning radius and to provide ingress and egress for all Fire and Emergency Services equipment per current Fire codes.

B. Drop-Off Area and On-Street Parking Spaces for Library. The drop-off area and four (4) on-street parking spaces shall be designed, sited, and constructed to facilitate the pick-up and drop-off of Library patrons and provide handicap parking areas for the Library with convenient access to the primary entrance of the Library, which is readily accessible and usable by persons with disabilities. At least two (2) of the on-street parking spaces, as finally determined by the County, shall be designated as parking places for persons with disabilities. Upon substantial completion, the on-street parking spaces shall be reserved and dedicated to the exclusive use of the Library. The construction of the foregoing improvements shall be completed prior to the substantial completion of the Library and Educational Building.

C. Library Plaza. Upon the opening to the general public of the Library and Educational Building, the City shall be solely responsible for operating, programing, maintaining, and repairing the library plaza and the green space located adjacent to and south of the Library Site. The County shall have priority use of the green space for Library programs and other County programs and may use the library plaza at mutually agreeable times. The City shall be solely responsible for developing and implementing practices, policies and procedures related to the type of public forum(s), if any, to be created and maintained within the green space and library plaza.

D. Design. Unless otherwise expressly provided in this Agreement, the City shall be solely responsible for the design, construction, operation, maintenance, and repair of the streets, driveways, sidewalks, drop-off area for Library, on-street parking spaces, green space, and library plaza, including all costs and expenses associated with the same, and the County shall have no responsibility in this regard; provided, the County shall be consulted and offered the opportunity to provide comments and suggestions with regard to the design of same.

E. Exterior Signage. The Parties shall mutually agree upon the design, content, type and location of exterior signage for the Library and Educational Building, the Library Site, the Parking Structure, the Parking Site, and any Other Project Improvements that serve the Library use. The Parties agree that the County shall have the right to name the Library and the Library and Educational Building. All signage mounted or installed on the Library and Educational Building, the Library Site, or any portion of land adjacent thereto, including, but not limited to, public or private right-of-way, that advertises or identifies the Library and Educational Building, the Library, or the Educational Space shall be chosen by the County, subject to consultation with and the reasonable approval of the City, which shall not be unreasonably withheld, conditioned or delayed. Further, all exterior signage located on any other portion of the Towne Center or within any other portion of public right-of-way adjacent to the Towne Center that advertises or identifies the Library and Educational Building, the Library, or the Educational Space shall be subject to the County's prior written approval, which may be withheld at the County's sole discretion. The City shall have the right to name the Parking Structure and the Educational Space, subject to the prior written approval of the County as provided herein. The City shall submit the proposed name of the Parking Structure and the Educational Space or any room therein or portion thereof (or any change thereto) to the County for its prior written approval, which approval by the County shall not be unreasonably withheld, conditioned or delayed (provided approval shall not be deemed unreasonably withheld if, in the County's good faith opinion and judgment, the proposed name is inconsistent or incompatible with County policies or is likely to have an adverse effect on the use of the Library by potential patrons, or the withholding of approval is related to the public health, safety and welfare). All signage mounted or installed on the Parking Structure or the Parking Site, other than signage identifying parking spaces reserved to the exclusive use of the County, shall be chosen by the City, subject to consultation with and the reasonable approval of the County, which shall not be unreasonably withheld, conditioned, or delayed. The County shall have the right to select the design, content, type, and location of signage reserving or identifying County parking spaces.

7. City's Acquisition of Library Site and Development of Pad-Ready Improvements

A. Acquisition by the City. Following the execution of this Agreement, the City shall acquire fee simple title to that certain tract or parcel of land owned by the Downtown Development Authority of Snellville, Georgia, and located in the Towne Center, as more particularly described

in Exhibit "B" attached hereto, which is comprised, in part, of the Library Site.

B. Pad-Ready Improvements. Following the City's acquisition of the real property described in Exhibit "B," and prior to the City's conveyance of the Library Site to the County, the City, at its sole cost and expense, shall undertake and complete the construction and installation of all improvements required in order for the Library Site to be in "pad-ready condition" prior to and at the Closing (as hereafter defined). For purposes of this Agreement, "pad-ready condition" means that the site has been graded, compacted and otherwise improved to provide a building pad that is suitable, with compacted soils conforming to the soils engineering specifications, and appropriately sized for the proposed building; stormwater piping and other utility lines have been installed off-site and brought on-site, with utility connections stubbed out to within five (5) feet of the exterior walls of the proposed building; all utility connections have been stubbed out; internal streets, access roads, curb cuts and driveways have been sufficiently installed to provide access to existing public right-of-way adjacent to the site; and all onsite and offsite improvements required to be in place prior to the submission of plans for the issuance of a building permit, as required by the local reviewing authority, have been installed and completed, such that the site is in building-permit ready condition. The City, at its sole cost and expense, shall also provide the County a soils compaction report certified by the soils engineer, confirming that the Library Site has been compacted in compliance with the soils engineering specifications. Upon final completion of the foregoing improvements, the City shall provide the County with written notice that the Library Site is in pad-ready condition. Following receipt of such notice from the City, the County shall inspect the Library Site and notify the City in writing whether it accepts or rejects the City's determination regarding final completion. If the County rejects same, the County shall include its reasons therefore, specifying in the notice the item(s) or portion(s) of work that need to be corrected, cured or completed, and the City shall take reasonable action to address said item(s) or portion(s) of work and notify the County when same have been completed and final completion achieved, subject to the County's right of approval following re-inspection.

8. Title to the Library Site and Closing.

A. Conveyance of the Library Site. Following commencement of construction of the Parking Structure and completion of 50% of the construction of the Stormwater Detention System, and upon satisfaction of all conditions required to close the transaction as set forth below, the City, at its sole cost and expense, shall convey good, marketable, insurable and indefeasible fee simple title to the Library Site to the County, free and clear of all liens, rights to liens, mortgages, encroachments, leases, adverse matters or defects of survey and other encumbrances whatsoever except for those encumbrances and exceptions expressly approved by the County in writing prior to the Closing. The consummation and closing of this transaction as further described and contemplated herein, including, specifically, the County's obligation to accept fee simple title to the Library Site (the act of closing being hereinafter referred to as "Closing"), is further conditioned upon, and subject to, the following:

B. Survey. The legal description of the property containing the Library Site shall be more particularly described by a survey with metes and bounds description, which shall be procured by the City, at its sole expense, and provided to the County no less than thirty (30) days prior to Closing. The Parties acknowledge and agree that the boundaries of the Library Site shall be located a distance of five (5) feet from the perimeter formed by the exterior walls of the Library and Educational Building where practicable, provided that where same is not practicable, the City shall cause the County to be conveyed a permanent easement over, under, across and upon all portions of any adjacent property lying within five (5) feet of the perimeter formed by the exterior walls of the Library and Educational Building for the purpose of accessing, constructing, maintaining and repairing any improvements located or to be located on the Library Site and lateral support.

C. Due Diligence.

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

(ii) Towne Center Plat and Declaration of Covenants.

(a) Towne Center Plat. Prior to Closing, the City shall deliver to the County a plat of survey of The Grove at Towne Center development indicating, *inter alia*, the boundaries of the Library Site, the Parking Site, streets and common areas (the "Towne Center Plat"). If required by the Title Company in order to delete the standard survey exceptions to the Title Policy, the City shall deliver to the County an update to the Land Survey or a "Survey No Change Affidavit" at or prior to Closing.

(b) Declaration of Covenants. The City shall submit to the County for its review and approval any and all declarations of covenants, conditions, restrictions and

easements proposed for The Grove at Towne Center or any portion thereof, including the Parking Site, and any similar legal instrument(s) which may affect the County's access to or full use and enjoyment of the Library Site, the Library, the Library and Educational Building, or the Parking Structure, or which seek to levy, charge or impose any assessments or fees against the Library Site or the County. The City agrees to diligently and in good faith negotiate mutually acceptable terms and provisions to any such instruments or agreements with the County regardless of whether the County is a party to same. The County shall have the right to review and approve any such declaration of covenants, conditions, restrictions and easements or similar legal instrument prior to the execution or recordation of same by the subject declarant or underlying property owners, such approval not to be unreasonably withheld, conditioned, or delayed. Notwithstanding the foregoing, the terms and provisions of any such declarations of covenants, conditions, restrictions and easements or similar legal instrument(s) shall not conflict with the terms and provisions of this Agreement.

(iii) Environmental. Promptly following the Effective Date, the City shall deliver to the County a copy of any Phase I Environmental Site Assessment of the Library Site in the City's possession, and prior to Closing, the City shall deliver an updated Phase I Environmental Site Assessment, certified to the City and the County and dated not more than six (6) months prior to the date of Closing, each to be prepared by a professional engineer licensed in the State of Georgia (collectively, the "Environmental Report").

(iv) Other Due Diligence. The City shall perform such other reasonable and customary due diligence as the City determines to be prudent under the circumstances and necessary to support to representations and warranties of the City to the County contained herein, including, without limitation and as the City determines to be appropriate, zoning reports, geotechnical reports, including a soil boring investigation report, wetlands delineations, and/or flood zone certifications.

(v) County as Reliance Party. The County shall be the proposed insured under the Title Commitment and a named reliance party on the Survey and Environmental Report. The County shall have the right to require the City to provide reliance letters, in form and substance reasonably satisfactory to the County, from any or all third party advisors and/or consultants furnishing all other due diligence with respect to the Land or the Project (the "Reliance Letters"). The City shall furnish the County with copies of all due diligence materials described in this Section 8, and the County shall have the right, but not the obligation, to independently review and comment on such due diligence materials, and to coordinate revisions of such due diligence materials directly with the applicable third-party advisors and consultants, but also in consultation with the City. Notwithstanding the foregoing, delivery of the due diligence materials hereunder shall not relieve the City of its obligation to ensure that all representations and warranties made or to be made by the City hereunder are true and correct.

(vi) Costs of Due Diligence. All costs of the due diligence undertaken in connection with the Library Site shall be Excluded Project Costs, which shall be solely borne and paid for by the City.

D. Pad-Ready Condition. The City shall deliver the Library Site to the County in pad-ready condition.

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

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

(i) General Warranty Deed, conveying good, marketable, insurable and indefeasible fee simple title to the Library Site to the County, as required by this Agreement, free and clear of all liens, rights to liens, mortgages, encroachments, leases, adverse matters or defects of survey and other encumbrances whatsoever, except for those encumbrances and exceptions expressly approved by the County;

(ii) Parking Easement and Agreement, conveying to and for the benefit of the County the interests in the Parking Structure and Parking Site required by this Agreement, including, without limitation, the following:

(a) Exclusive easement rights to a minimum of 128 parking spaces in the Parking Structure, all located on the same level as the pedestrian walkway and main entrance to the Library, as shown on Exhibit "C" hereof, for the parking of motor vehicles by the County, its employees, contractors and invitees and Library patrons and to otherwise serve as parking for the Library; and

(b) Non-exclusive easement rights to use all other areas, portions and features of the Parking Structure, exclusive of other reserved parking spaces, for purposes of pedestrian and vehicular access, ingress and/or egress to or from the Parking Structure, the Library and Educational Building, adjacent streets, driveways, pedestrian walkways and/or sidewalks and for such other reasonable uses associated with the parking of motor vehicles in the Parking Structure by the County, its employees, contractors and invitees and Library patrons; and

(iii) Access easements, conveying to and for the benefit of the County the

following: (a) non-exclusive, permanent, perpetual easements over, across and upon the private streets and paved driveways located in the Towne Center or appurtenant to the Library Site for vehicular ingress, egress and access; (b) non-exclusive, permanent, perpetual easements over, across and upon the paved sidewalks (walkways) and open space located in the Towne Center or appurtenant to the Library Site for pedestrian ingress, egress and access; and (c) exclusive, permanent, perpetual easements over, across and upon the four (4) on-street parking spaces adjacent to the Library Site for vehicular parking.

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

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

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

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

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

(ix) possession and occupancy of the Library and Educational Building Site in pad-ready condition.

Other than attorneys' fees incurred by the County for counsel secured by the County in connection with the Closing, the City shall be responsible for all costs and expenses related to the Closing of the Library and Educational Building Site, same being designated as Excluded Project Costs.

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

H. Post-Closing Conveyances and Agreements. Following the Closing, but prior to final completion of the Library and Educational Building, the County will prepare and the Parties shall diligently and in good faith negotiate mutually acceptable forms of the following agreements necessary for the ongoing occupancy, use, operation, maintenance and repair of the Library and Educational Building and the County and City's full use and enjoyment of same:

(i) Lease of the Educational Space to the City, which shall include, without limitation, terms and provisions requiring that any sublease of such space by the City shall require the prior written approval of the County, which may be withheld, conditioned or delayed at its reasonable discretion; and

(ii) Such additional easements or agreements as reasonably required by the County for the full use, occupancy, operation, and benefit of the Library and Educational Building and Library Site or which are otherwise necessary for the ongoing occupancy, use, operation, maintenance, and repair of the Library and Educational Building.

I. Title to Existing Library Property. Within one hundred and twenty (120) days from the opening to the general public of the new Library within the Library and Educational Building, the County shall convey to the City title to the real property upon which the existing Elizabeth H. Williams Branch of the Gwinnett County Public Library System is currently located (2740 Lenora Church Road, Snellville, Georgia 30078), including all improvements thereon, by way of quitclaim deed at no cost to the City. The legal description of said parcel of land, consisting of approximately 2.0 acres, more or less, will be more particularly described in the quitclaim deed prepared by the County at the County's sole expense.

9. Procurement and Contracting for Construction of Library and Educational Building.

A. Procurement, Approval, and Award. Following completion of the Construction Documents and the County's acceptance of fee simple title to the Library and Educational Building Site, the County, by way of its usual and customary purchasing and procurement procedures, will solicit, receive, and consider bids from qualified third parties for the construction of the Library and Educational Building. The County will comply with all federal, state, and local laws related to public works procurement and contracting (Georgia Local Government Public Works Construction Law, O.C.G.A. § 36-91-1 et seq.), including but not limited to, those laws related to competitive bidding, certification of contractors and subcontractors, and bonding of contractors. Within one hundred and twenty (120) days from the date of approval of the Construction Documents by the Parties or ninety (90) days from the date of Closing, whichever is later, the County will, in writing, notify the City that the County is prepared to award the contract for the construction of the Library and Educational Building and provide County staff's recommendation for the award of same. The City shall have the right to reject such recommendation for good cause shown. Upon receipt of such notice from the County, the City shall have fifteen (15) days to provide written notice to the County that the City, for good cause shown, rejects such recommendation. Following receipt of any such written notice, the County shall further administer such procurement pursuant to its usual and customary purchasing and procurement procedures and O.C.G.A. § 36-91-1 et seq. The County shall negotiate, review, evaluate, and finalize the contract with the awarded contractor, and the City shall have the right to review and approve said contract, such approval not to be unreasonably withheld, conditioned, or delayed. If the City fails to provide its approval or disapproval of such contract within fifteen (15) days of receipt of same from the County, the City shall be deemed to have approved the award of the contract to the proposed third-party contractor. Notwithstanding any other provision hereof to the contrary, the County shall have the right to reject all bids for the construction contract and, after further consultation with the City, rebid said contract. Notice to the City of the County's intent to reject all bids shall be provided in the same manner as set forth above with respect to any recommendation for the award of the construction contract. In the event the County rejects all bids for the construction contract, all related deadlines required hereunder shall be extended in a reasonable and equitable manner.

B. Miscellaneous Construction Services. The County, by way of its usual and customary purchasing and procurement procedures, shall be responsible for securing any miscellaneous construction services necessary for the construction of the Library and Educational Building, except for such services required to be provided by the City hereunder. The County shall hold the contracts or purchase agreements for any such miscellaneous construction services. Except as otherwise expressly provided in this Agreement, the costs and expenses incurred by the County under such miscellaneous construction services shall be Shared Project Costs.

C. Insurance. The County shall require the general contractor for construction of the Library and Educational Building (and its subcontractors), as well as any of its design professionals

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

10. Project Changes.

A. Definitions. When used in this Agreement, each of the following capitalized terms shall have the meaning given below:

(i) "Change Order" means any material change or alteration in the construction and equipping of the Library and Educational Building, the Parking Structure or Other Project Improvements, in terms of design, materials or construction means and methods, that is not generally consistent with such matters as indicated in the Construction Documents as then-approved by the Parties or that causes a material increase or decrease in the costs of construction; and

(ii) "Project Change" means, as applicable to the then current stage of the Project, any Design Change and/or Change Order.

B. Prior Written Consent. Each Party agrees that it shall obtain the prior written consent of the other Party, which shall not be unreasonably withheld, conditioned or delayed, to any Project Changes requested by said Party or necessitated by the discovery of unforeseen circumstances affecting construction of any part of the Project for which said Party is responsible as 'owner' (i.e., holder of the subject construction contract); provided, however, without limiting the generality of the foregoing, such consent may be withheld as to any Project Change which: (i) will result in a material change to the square footage of the Library and Educational Building or the basic layout of the Library and Educational Space; (ii) will adversely affect access, ingress or egress to or from the Library and Educational Building, the Parking Structure, or any area lying within such structures; (iii) will involve a material reduction in quality (whether in the materials, FF and E, construction methods, or otherwise) from the quality contemplated by the Construction Documents (or the 50% Construction Documents), as last mutually approved by the Parties; (iv) will result in a material increase or decrease in the aggregate amount of Shared Project Costs from the aggregate amount set forth in the Cost Estimate or the Parties' mutually approved, written

budget for the Project, if any; (v) will cause the County's pro rata share of Shared Project Costs to exceed the total amount budgeted by the County for construction of the Project; (vi) will result in a material delay in the completion of construction of the Library and Educational Building or the Parking Structure; (vii) will impair, impede, or delay the full use and enjoyment of the Library and Educational Building for its intended purposes; (viii) will result in a change that is not compatible with the overall design or character of the Project or the related improvement; (ix) does not comply with applicable Law; or (x) does not satisfy or is otherwise inconsistent with the terms and conditions of this Agreement or the other instruments and agreements to be entered into pursuant to this Agreement. It shall also be deemed unreasonable for a Party to withhold consent to any proposed Project Change that relates solely to the interior design or layout of that portion of the Library and Educational Building (the Library or the Educational Space) that said Party is not intended to occupy, provided such Project Change would not be reasonably expected to have any of the impacts described in clauses (i), (ii), (vi), (viii), (ix) or (x) of this Paragraph or impair, impede or delay the full use and enjoyment of, or otherwise adversely affect, the other portion of the building that said Party will occupy, and all costs and expenses incurred as a result of such Project Change will be paid and borne solely by the Party intended to occupy such portion of the building.

C. Costs of Project Changes. The costs of any Project Changes undertaken in accordance with this Agreement shall be borne and paid or allocated to the Parties as follows:

(i) If a Project Change relating solely to the interior design or layout of either the Library or the Educational Space results in the incurrence of additional costs and expenses, such costs and expenses shall be Excluded Project Costs which shall be paid and borne solely by the Party that will occupy the subject portion of the building (in the case of the Library, the County; or in the case of the Educational Space, the City);

(ii) When consent to any Project Change, which a Party has the right to withhold pursuant to Paragraph B of this Section, is conditioned on the requesting Party being solely responsible for the costs and expenses incurred as a result of such Project Change, such costs and expenses shall be Excluded Project Costs which shall be paid and borne solely by the Party requesting or responsible for such Project Change;

(iii) If the Project Change is related to any improvement, obligation or service that is required under this Agreement to be constructed, installed, undertaken or performed at a Party's sole cost and expense, such costs and expenses shall be Excluded Project Costs which shall be paid and borne solely by the Party responsible for such Project Change; and

(iv) Except as set forth above and unless otherwise expressly provided in this Agreement, the costs and expenses of a Project Change consented to by the Parties in accordance

with Paragraph B of this Section shall be Shared Project Costs which shall be shared by the Parties in accordance with the applicable percentages set forth in the following Section.

11. Funding of Project.

A. Shared Project Costs. Except for those costs and expenses designated as Excluded Project Costs (hereafter defined) in this Agreement, the Parties agree that the aggregate costs and expenses to be incurred by the Parties in direct connection with the development and construction of the Library and Educational Building and the Parking Structure, as reflected in the Cost Estimate, and intended to be shared by the Parties pursuant to this Agreement (hereinafter referred to as the "Shared Project Costs") shall be allocated in accordance with the terms and provisions provided in this Section. Shared Project Costs shall be comprised of and limited to (i) the actual costs and expenses incurred in direct connection with the development and construction of the Library and Educational Building in accordance with the Construction Documents, Applicable Laws, and other requirements set forth herein or applicable thereto, but specifically excluding any Excluded Project Costs ("Shared Project Costs of the Library and Educational Building"); and (ii) the actual costs and expenses incurred in direct connection with the development and construction of the Parking Structure in accordance with the Construction Documents, Applicable Laws, and other requirements set forth herein or applicable thereto, but specifically excluding any Excluded Project Costs ("Shared Project Costs of the Parking Structure"). It is the Parties' intent that Shared Project Costs will be almost entirely comprised of (i) the costs and fees incurred by the County under the awarded contract to construct the Library and Educational Building, and (ii) the costs and fees incurred by the City under the awarded contract to construct the Parking Structure. Notwithstanding the foregoing or any other provision hereof to the contrary, Shared Project Costs shall not include any cost or expense related to the following: design services, including bidding and construction administration services; acquisition of the Parking Site by the City, including any financing or closing costs; acquisition of the Library Site by the City, including any financing or closing costs; the City's development of the Library Site to pad-ready condition; conveyance of the Library Site to the County or Closing, including costs of any due diligence items; the financing of any construction costs; a Project Change (as hereafter defined) unless same is authorized hereunder and deemed a Shared Project Cost in accordance with Section 10 hereof; and any item, obligation or undertaking that is performed or incurred at the sole cost and expense of one of the Parties as expressly set forth in this Agreement (collectively, "Excluded Project Costs"). Excluded Project Costs shall also include: all costs and expenses solely and directly incurred by the negligence or willful misconduct of a Party; the costs of any claims against a Party by the general contractor or the Architect to the extent arising from the negligent acts or omissions of a Party or from the intentional or willful acts or omissions of a Party; and any other cost, expense or fee that is either expressly excluded from Shared Project Costs or specifically designated as an Excluded Project Cost in other Sections of this Agreement.

B. Separate Accounting for each Construction Project. The Parties agree to allocate

the aggregate Shared Project Costs into the following categories: (i) Shared Project Costs of the Library and Educational Building; and (ii) Shared Project Costs of the Parking Structure. In furtherance thereof, the City shall keep a separate accounting of costs and expenses incurred in direct connection with the construction of the Parking Structure, and the County shall keep a separate accounting of costs and expenses incurred in direct connection with the construction of the Library and Educational Building. With respect to such accounting, each Party further agrees to itemize any and all costs and expenses deemed Excluded Project Costs under this Agreement.

C. Allocation of Construction Costs and Expenses for the Library and Educational Building. Shared Project Costs of the Library and Educational Building shall be allocated between the Parties as follows:

(i) The City shall be responsible for 56.5% of the Shared Project Costs of the Library and Educational Building; and

(ii) The County shall be responsible for 43.5% of the Shared Project Costs of the Library and Educational Building.

D. Allocation of Construction Costs and Expenses -- Parking Structure. Shared Project Costs for the construction of the Parking Structure shall be allocated between the Parties as follows:

(i) The City shall be responsible for 84.3% of the Shared Project Costs for construction of the Parking Structure; and

(ii) The County shall be responsible for 15.7% of the Shared Project Costs for construction of the Parking Structure.

E. Payment of Costs and Expenses of Construction.

(i) Library and Educational Building. Following the County's receipt of an application for payment (with substantiating data, contractors' affidavits and other required documentation) by the contractor under the contract for construction of the Library and Educational Building, and the County's determination of the amount properly due thereunder, the County shall provide same to the City along with an invoice stating the amount due from the City with respect to such application for payment based on the City's percentage share and the other terms contained herein. The invoice shall list (a) the total amount in contractor's application for payment determined to be properly due and payable, (b) the portion of such amount allocated to Shared Project Costs, and (c) the portion of such amount allocated to Excluded Project Costs. Within fifteen (15) days of receipt of the invoice from the County, the City will remit payments to

the County based on its percentage share of such Shared Project Costs and any Excluded Project Costs for which the City is responsible pursuant to the provisions of this Agreement. Contractor invoices or applications for payment under contracts for miscellaneous construction services for the Library and Educational Building, if any, shall be handled in a similar manner as provided above for payments under the general/prime contract for construction of the Library and Educational Building.

(ii) Parking Structure. Following the City's receipt of an application for payment (with substantiating data and other required documentation) by the contractor under the contract for construction of the Parking Structure, and the City's determination of the amount properly due thereunder, the City shall provide same to the County along with an invoice stating the amount due from the County with respect to such application for payment based on the County's percentage share and the other terms contained herein. The invoice shall list (a) the total amount in contractor's application for payment determined to be properly due and payable, (b) the portion of such amount allocated to Shared Project Costs, and (c) the portion of such amount allocated to Excluded Project Costs. Within 15 days of receipt of the invoice from the City, the County will remit payments to the City based on its percentage share of such Shared Project Costs and any Excluded Project Costs for which it is responsible pursuant to the provisions of this Agreement. Contractor invoices or applications for payment under contracts for miscellaneous construction services for the Parking Structure, if any, shall be handled in a similar manner as provided above for payments under the general/prime contract for construction of the Parking Structure.

12. Licenses, Permitting, and Inspection. The parties shall cooperate as necessary to apply for and obtain all licenses and permits required for the site work and building construction of the Library and Educational Building and the Parking Structure. The City will provide standard application review, permitting, licensing, and inspection services related to such site work and building construction at no cost to the County, and the City agrees to waive any and all fees related to any land development permits, building permits, or similar permits required or issued for the construction of the Library and Educational Building and the Parking Structure. Parties affiliated with the site planning, parking structure design, and civil engineering for the project or Towne Center shall not be permitted to perform plan review if contracted by the City for engineering plan review including civil, structural, and stormwater. To the extent any such application review, permitting, licensing, or inspection services are to be performed by third-parties, such as engineering review of civil, structural, or stormwater plans or drawings, the City shall be solely responsible for the costs of such third-party services. Each Party will be provided the opportunity to review all site work and building permit documents for the respective improvements prior to their submittal to the applicable governing authority by the responsible Party.

13. Construction and Completion of Project

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

B. Final Completion. Promptly following a Party's delivery of the notice to proceed to its general contractor, such Party shall cause the general contractor to commence construction and thereafter pursue completion thereof to achieve final completion not later than the date or period of time (following the date of the notice to proceed) set forth in the awarded contract, as reasonably approved by the other Party at the time of award, subject to any adjustments to such deadline by reason of any Party's delay or force majeure delay (such deadline being the "Completion Deadline"). Each Party shall obtain or cause its general contractor or the Architect to obtain a certificate of occupancy for the constructed improvement(s) (or other appropriate and necessary governmental permission to occupy or use the subject improvement). As promptly as reasonably practicable following final completion of the subject portion of the Project, the Party shall provide the other Party with the following:

(i) a certification from the Architect that final completion of the project and all components thereof has been achieved;

(ii) a copy of the final certificate of occupancy for the subject improvement(s) (or other appropriate and necessary governmental permission to occupy or use the subject improvement(s)); and

(iii) an "as-built" survey of the subject improvement(s) prepared by a registered surveyor or engineer.

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

14. Utilities and Routine Maintenance.

A. Utilities for Library and Educational Building.

(i) Separately Metered Utilities. Electrical and telecom (telecommunications, internet and/or cable) services shall be separately metered to the Library and Educational Space. The County shall procure and hold the contracts for utility services to be provided to the Library, and the City shall procure and hold the contracts for utility services to be provided to the Educational Space. Each Party shall only be responsible for the metered costs of the utility services provided to the portion of the Library and Educational Building occupied by such Party (i.e., Library or Educational Space).

(ii) Shared Utilities. The County will contract for water and sanitary sewer services to be provided to the Library and Educational Building. The costs, expenses and fees associated with the water and sanitary sewer services provided to the Library and Educational Building shall be shared by the Parties as follows: (a) the City shall be responsible 53% of such costs, expenses and fees; and (b) the County shall be responsible for 47% of such costs, expenses and fees. The County will provide the City with an itemized statement of the City's share of the costs, expenses and fees incurred for such shared water and sanitary sewer services on a quarterly basis, and payment shall be made by the City to the County within thirty (30) days of the receipt of each such statement.

B. Utilities for the Parking Structure. The City shall procure and hold the contracts for all necessary utility services to be provided to the Parking Structure. The costs, expenses and fees associated with the utilities provided to the Parking Structure shall be solely borne and paid for by the City, and the County shall have no responsibility for same.

C. Routine Maintenance of Library and Educational Building. The County shall procure and hold contracts providing for Routine Maintenance of the Library and Educational Building (i.e., the Library or the Educational Space) in accordance with the County's usual and customary purchasing and procurement procedures. "Routine Maintenance" shall be defined as the provision of labor and materials which are required to keep the Library and Educational Building and Library Site in good order and repair (normal wear and tear excepted) and which are of a routine, regular and predictable nature given the age of the Library and Educational Building, or subject portion thereof, and the use to which it has been put. Examples of Routine Maintenance include, but are not limited to, pest control, maintenance and repairs of HVAC, electrical,

plumbing, water, sewerage, drainage, fire suppression and low voltage systems, including periodic cleaning, lubricating and servicing and replacement of incidental parts; and any similar services, repairs or maintenance performed by the Party at its other comparable buildings and facilities; provided, however, grounds maintenance and landscaping and housekeeping services shall not be considered Routine Maintenance for the purposes of this Agreement. Such Routine Maintenance will be performed in accordance with the same standards and guidelines applied to other County buildings and facilities, as applicable. Routine Maintenance shall further include the Parties use of a common dumpster. All costs and expenses related to such Routine Maintenance shall be shared by the Parties as follows: (a) the City shall be responsible for 53% of such costs and expenses; and (b) the County shall be responsible for 47% of such costs and expenses. The County will provide the City with an itemized statement of the City's share of such incurred costs and expenses on a quarterly basis and payment shall be made by the City to the County within thirty (30) days of the receipt of each such statement. Nothing herein shall prohibit the County from using County staff and/or inmate labor to supply any Routine Maintenance. The City shall be responsible for the provision of grounds maintenance and landscaping services for the Library Site and Other Project Improvements located adjacent thereto, and the contracts for same shall be procured and held by the City. Each Party shall be responsible for providing housekeeping services to such Party's respective portion of the Library and Educational Building.

15. Capital Maintenance and Repair. Annually, the County and the City shall cooperate in reviewing and preparing an ongoing, five-year Capital Maintenance Plan for the Library and Educational Building, including a budget for same. "Capital Maintenance and Repair" shall be defined as the provision of all labor and materials that are required to repair, restore, and/or replace, when necessary, due to age, deterioration and/or malfunction, any and all components, systems and parts integral to the Library and Educational Building and the Library Site. These items include, but are not necessarily limited to, foundations, structural members, the building shell inclusive of exterior cladding, finishes, windows and doors; roofing; interior partitions, ceilings, flooring, and finishes; conveyances; building systems inclusive of HVAC, elevators, electrical power, lighting, plumbing, fire suppression, and low voltage systems for fire/security alarms, access control and video surveillance, and site improvements located on the Library Site, including sidewalks, landscaping, and stormwater piping. Representative examples of "Capital Maintenance and Repairs" include:

- A. Replacement, refurbishment, and/or overhauls of HVAC system or equipment;
- B. Ongoing testing and inspections of electrical systems and needed repairs and/or upgrades to electrical panels, transformers, switches, circuits, etc.;
- C. Replacement of fire alarm and security systems;
- D. Major repair or replacement of roofing;

E. Replacement of flooring, ceiling installations, and other interior finishes when due to age, wear, or deterioration; and

F. Maintenance of sidewalks located on the Library Site.

16. **Performance of Capital Maintenance and Repairs.** Capital Maintenance and Repairs of the Library and Educational Building may be performed by County employees, inmate labor, or other reputable contractors and subcontractors, it being the objective of the parties that such work be completed in an economical and efficient manner, consistent with the nature and quality of the Library and Educational Building, and in accordance with all applicable federal, state, and local laws, ordinances, and regulations. All contracts for capital maintenance and repairs of the Library and Educational Building shall be bid, awarded, and held by the County in accordance with its usual and customary purchasing and procurement procedures.

17. **Capital Maintenance Funds.** The County and the City shall each maintain a separate capital maintenance fund for Capital Maintenance and Repairs of the Library and Educational Building (each fund individually referred to as a "Capital Maintenance Fund," and collectively as the "Capital Maintenance Funds"). The Capital Maintenance Funds shall be funded by way of annual contributions by the County and the City during the term of this Intergovernmental Agreement, as set forth herein. For the County, the annual contribution to its Capital Maintenance Fund shall be calculated by (a)(i) *multiplying* the final aggregate Shared Project Costs of the Library and Educational Building by (ii) the Required Annual Percentage set forth in the Table below, then (b) *multiplying* such product by 47%. For the City, the annual contribution to its Capital Maintenance Fund shall be calculated by (a)(i) *multiplying* the final aggregate Shared Project Costs of the Library and Educational Building by (ii) the Required Annual Percentage set forth in the Table below, then (b) *multiplying* such product by 53%.

Table of Required Annual Percentages

Year	Required Annual Percentage
Years 0-10	One-Half Percent ($\frac{1}{2}\%$)
Years 11-15	One Percent (1%)
Years 16-25	One-Half Percent ($\frac{1}{2}\%$)
Years 26-30	One Percent (1%)
Years 31-40	One-Half Percent ($\frac{1}{2}\%$)

Years 41-45	One Percent (1%)
Years 46-50	One-Half Percent (½%)

As part of the annual review and preparation of the ongoing, five-year Capital Maintenance Plan as referenced in Section 15 hereof, each Party shall certify to the other Party that the annual contribution to its Capital Maintenance Fund, as required herein, has been made. The Parties' contributions to the Capital Maintenance Funds, as required herein, shall not be construed to be a limit of the Parties' financial obligations to provide for Capital Maintenance and Repairs as necessary to maintain the Library and Educational Building. The Capital Maintenance Funds shall be maintained as separate funds by the County and the City and the amounts in the Capital Maintenance Funds, including all earnings on such amounts, shall be disbursed from time to time solely for the purpose of financing Capital Maintenance and Repairs to the Library and Educational Building. Capital Maintenance and Repairs in excess of any funds accumulated in the Capital Maintenance Funds shall remain the responsibility of the Parties, with the City responsible for a 53% share of such costs and expenses and the County responsible for a 47% share of such costs and expenses, and nothing in this Section shall be construed to relieve the Parties of their obligations to pay for all Capital Maintenance and Repairs for the Library and Educational Building.

18. Change of Interior Design. After construction and occupancy of the Library and Educational Building, either Party shall be permitted to make changes to the interior design or layout of its portion of the Library and Educational Building as provided herein. Each Party agrees that it shall obtain the prior written consent of the other Party, which shall not be unreasonably withheld, conditioned or delayed, to any proposed change which may impact the other Party; provided, however, that consent may be withheld to any proposed change that impairs, impedes, or adversely affects the County's use of the Library or its performance of any obligation required hereunder, and the City shall not be permitted to make any change to, or which may impact, common building systems. All contracts related to permitted changes to the interior design and layout of a Party's portion of the Library and Educational Building shall be bid, awarded, and held by such Party. All expenses related to such changes to the interior design and layout of a Party's portion of the Library and Educational Building shall be borne solely by such Party, and the other Party shall have no obligation in regard to such change, other than to cooperate to the extent reasonably necessary to facilitate such change. Any such changes shall comply with Applicable Laws, including, but not limited to, the Gwinnett County Facility Construction Standards dated December 2012, as revised.

19. Change of Use. Either of the Parties shall be permitted to change the use of their portion of the Library and Educational Building from the uses described above. However, the proposed new use must be similar or comparable to the existing use and must not interfere or otherwise conflict with the operations of the other Party. Such proposed new use shall not occur without the consent of the other Party, which shall not be unreasonably withheld, conditioned, or delayed.

20. **[Intentionally Omitted]**

21. **Insurance.**

A. **Library and Educational Building.** The County shall procure and maintain property insurance coverage or self-fund coverage for the Library and Educational Building and Library Site of the same type and minimum amount(s) of coverage as held by the County for other comparable County buildings and facilities. All costs and expenses related to such property insurance for the Library and Educational Building and Library Site will be shared by the Parties, with the City responsible for a 53% share of such costs and expenses and the County responsible for a 47% share of such costs and expenses. The County will provide the City with an itemized statement of its share of these incurred costs and expenses on a quarterly basis and payment shall be made by the City to the County within thirty (30) days of the receipt of each such statement. Notwithstanding the foregoing, each Party, at its sole cost, shall be responsible for insuring its own equipment, furniture and other personal property used in connection with or located in the Library and Educational Building.

B. **Parking Structure.** The City shall procure and maintain property insurance coverage for the Parking Structure and Parking Site of the same type and minimum amount(s) of coverage as held by the City for other comparable City buildings and facilities. All costs and expenses related to such property insurance shall be solely borne and paid for by the City.

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

23. **Delegation of Authority.** The County hereby delegates to the County Administrator

authority to enter into on behalf of the County, and the City hereby delegates to the City Manager authority to enter into on behalf of the City, agreements specifically addressing operational issues related to the Library and Educational Building.

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

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

26. **Default.** The Parties covenant and agree that if (1) a Party shall fail to perform or observe any covenant, term, provision, or condition of this Agreement or any obligation which such Party is required to perform under this Agreement, (ii) the non-defaulting Party has provided written notice to the Party of such failure, including the applicable covenant, term, provision, condition or obligation, and the required action to correct or cure same, and (iii) sixty (60) days, or such additional time as is reasonably required to correct or cure such failure, has elapsed from the date of receipt of such written notice and the required action to correct or cure such failure has not been fully performed by the Party, then such Party shall be in default and the non-defaulting Party may immediately, or at any time afterward and without demand or notice, terminate this Agreement and pursue those remedies available to it at law or in equity; provided, however, that the Parties agree that, prior to initiating any litigation related to such default, the Parties will participate in non-binding mediation in an attempt to resolve the dispute. Should such non-binding mediation prove unsuccessful, the Parties shall be free to pursue all remedies available at law, including but not limited to, specific performance.

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

28. **Assignment.** This Agreement may not be assigned, in whole or in part, by either party without the prior written consent of the other party. The City shall not be permitted to convey its ownership interest in the Parking Structure or Parking Site or its leasehold interest in the Educational Space without the prior written consent of the County, which shall not be unreasonably withheld, conditioned, or delayed.

29. **Modification.** This Agreement cannot be changed or modified except by agreement in

writing executed by all parties hereto.

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

(a) If to the County, at the following address:

Glenn Stephens, County Administrator
Gwinnett County Government
Gwinnett Justice and Administrative Center
75 Langley Drive
Lawrenceville, Georgia 30046

With a copy to:

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

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

Butch Sanders, City Manager
City of Snellville, Georgia
76 Main Street
Snellville, Georgia 30047

With a copy to:

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

31. **Consent of Parties.** Whenever, under any provision of this Agreement, the approval or consent of either Party is required, the decision thereon shall be given promptly and such approval, authorization or consent shall not be unreasonably or arbitrarily withheld. It is further understood and agreed that whenever, under any provision of this Agreement, approval or consent of a Party is required, the approval or consent shall be given by the person executing this Agreement on behalf of the Party, or his/her duly appointed successor, or by any person authorized by law to act in such manner on behalf of the Party, or by any person designated by the Party in a notification signed by or on behalf of the Party. Where approval on the part of the County requires a vote by the Board of Commissioners, both parties will use their best efforts to expedite such action, allowing the time necessary for consideration of such action before the Board of Commissioners at a regular meeting. Where approval on the part of the City requires a vote by the City Council, both parties will use their best efforts to expedite such action, allowing the time necessary for consideration of such action before the City Council at a regular meeting.

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

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

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

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

other breach of the same, or any other covenant, condition or duty.

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

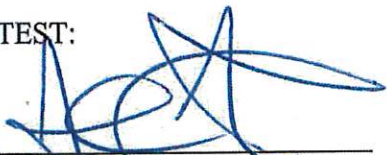
37. **Remedies Cumulative.** The specified remedies to which the parties may resort under the terms of this Agreement are cumulative and are not intended to be exclusive of any other remedies or means of redress to which either party may be lawfully entitled in case of any breach or threatened breach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

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

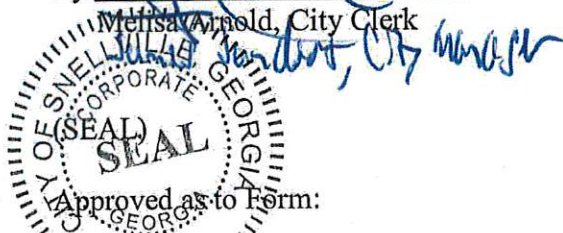
IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly authorized officers and representatives as of the day and year first above written, as a sealed instrument.

ATTEST:

By:



Melissa Arnold, City Clerk



City Attorney

CITY OF SNELLVILLE

By:



Barbara Bender, Mayor

ATTEST:

By:



Diane Kemp, County Clerk

By:



Charlotte J. Nash, Chairman
Board of Commissioners

GWINNETT COUNTY, GEORGIA

(SEAL)

Approved as to Form:



Senior Assistant County Attorney

EXHIBIT "A"

OVERALL SITE CONCEPT PLAN



THESE PLANS ARE PRELIMINARY AND FOR ILLUSTRATIVE PURPOSES ONLY. ANY CHANGES TO THE PLANS WILL BE MADE DURING THE SUBSEQUENT PHASES OF DESIGN DEVELOPMENT.

EXHIBIT "B"

PROPERTY DESCRIPTION

Being all that tract or parcel of land lying and being in Land Lots 26 & 39, 5th District, City of Snellville, Gwinnett County, Georgia and being more particularly described as follows:

Beginning for the same at the point of intersection of the Northeasterly Right-of-Way Line of Oak Road (an apparent variable width right of way), and the Southeasterly Right-of-Way Line of North Road (an apparent variable width right of way), said point being at State Plane Coordinate (Georgia West Zone) of North: 1,404,139.932; East: 2,341,657.634; thence, leaving the said Point of Beginning and running with the said line of North Road

1. North 34° 27' 08" East, 184.49 feet; thence,
2. 182.72 feet along the arc of a curve deflecting to the left, having a radius of 2,306.83 feet and a chord bearing and distance of North 32° 29' 03" East, 182.67 feet; thence,
3. South 29° 38' 47" East, 6.18 feet; thence,
4. North 30° 42' 52" East, 153.96 feet to a point of intersection with the Southwesterly Right-of-Way Line of Wisteria Drive (an apparent variable width right of way); thence, running with the said line of Wisteria Drive
5. South 58° 14' 28" East, 401.94 feet; thence,
6. South 61° 09' 27" West, 15.52 feet to a ½ inch rebar found; thence,
7. South 59° 09' 16" East, 206.67 feet to a concrete right of way monument found; thence,
8. South 33° 08' 28" West, 10.51 feet; thence,
9. South 57° 26' 49" East, 31.11 feet to a concrete right of way monument found; thence,
10. 46.90 feet along the arc of a curve deflecting to the right, having a radius of 824.00 feet and a chord bearing and distance of South 55° 26' 36" East, 46.89 feet to a concrete right of way monument found; thence,
11. 165.77 feet along the arc of a curve deflecting to the right, having a radius of 824.00 feet and a chord bearing and distance of South 48° 02' 42" East, 165.49 feet; thence,
12. South 40° 56' 00" East, 117.77 feet to a concrete right of way monument found; thence,
13. 21.48 feet along the arc of a curve deflecting to the left, having a radius of 67.00 feet and a chord bearing and distance of South 06° 40' 59" West, 21.38 feet to a concrete right of way monument found on the Northwesterly Right-of-Way Line of Clower Street (an apparent variable width right of way); thence, running with the said line of Clower Street
14. South 47° 22' 54" West, 168.02 feet; thence,
15. South 47° 22' 54" West, 121.64 feet; thence,
16. South 47° 42' 46" West, 97.36 feet; thence,
17. 33.28 feet along the arc of a curve deflecting to the right, having a radius of 710.00 feet and a chord bearing and distance of South 48° 50' 47" West, 33.28 feet; thence, leaving the aforesaid line of Clower Street and running with the property now or formerly owned by Kikasha Properties 8, LLC, as described in a deed recorded among the Land Records of Gwinnett County, Georgia in Deed Book 51789, Page 75
18. North 29° 10' 12" West, 163.58 feet to a 1 inch open top pipe found; thence,
19. South 60° 19' 54" West, 168.30 feet to a point on the aforesaid line of Oak Road; thence, running with the said line of Oak Road
20. North 29° 36' 36" West, 144.74 feet; thence,
21. North 31° 49' 23" West, 110.08 feet; thence,
22. North 32° 22' 21" West, 7.18 feet; thence,
23. 121.43 feet along the arc of a curve deflecting to the left, having a radius of 195.00 feet and a chord bearing and distance of North 49° 39' 45" West, 119.48 feet; thence,
24. South 20° 49' 56" West, 7.52 feet; thence,

25. 102.60 feet along the arc of a curve deflecting to the left, having a radius of 189.15 feet and a chord bearing and distance of North 84° 34' 44" West, 101.35 feet; thence,
26. 152.50 feet along the arc of a curve deflecting to the right, having a radius of 160.99 feet and a chord bearing and distance of North 72° 58' 48" West, 146.86 feet; thence,
27. North 46° 00' 07" West, 58.30 feet to the point of beginning, containing 438,544 square feet or 10.0676 acres of land, more or less.

Property is subject to all easements and rights of way recorded and unrecorded.

EXHIBIT "B"

Legal Description of Parcel Owned by Downtown Development Authority of Snellville, Georgia

All that tract or parcel of land lying and being in Land Lot 39 of the 5th Land District, Gwinnett County, Georgia, and being Lot 14 of the subdivision of the S. C. Williams Estate as shown on plat recorded at Plat Book "B", Page 74, Gwinnett County Records, being particularly described as follows:

BEGINNING at a point on the southwesterly side of a public road known as Wisteria Drive, located 422 feet southeasterly, as measured along the southwesterly side of Wisteria Drive from the point at which the southwesterly side of Wisteria Drive, if extended, would intersect the center line of the Old Lawrenceville-Snellville Road, said beginning point also being a common corner between Lots 13 and 14 of said subdivision; run thence southwesterly along the southeasterly line of Lot 13 205 feet, more or less, to a point on the original line common to Land Lots 26 and 39 of the 5th District; run thence South 30 1/2 East along said land lot line 259 feet; run thence northeasterly 340 feet, more or less, to a point on the southwesterly side of Wisteria Drive; run thence northwesterly along the southwesterly side of Wisteria Drive 286 feet to the place or point of beginning.

The above property is described particularly according to plat of E. Z. Huff, Surveyor, dated July 10, 1950, and is the same tract conveyed from O. P. Williams to Harold P. Williams by warranty deed dated December 18, 1957, recorded in Deed Book 139, Page 95, Gwinnett County Records.

LESS AND EXCEPT property described in the following:

- a) **Right of Way Deed from Edward Eugene Ray and Carolyn Joy Ray to City of Snellville, dated December 29, 1986, filed January 6, 1987, recorded in Deed Book 4022, page 198, Gwinnett County, Georgia records.**
- b) **Right of Way Deed from Carolyn Joy Ray to City of Snellville, dated July 21, 2011, filed July 22, 2011, recorded in Deed Book 50783, page 415, Gwinnett County, Georgia records.**

SURVEY NOTES

The survey was conducted on the 20th day of August, 2014, at the location shown on the attached site map. The survey was conducted by Clark Patterson Lee, a Licensed Professional Surveyor, State of Georgia. The survey was conducted in accordance with the Georgia Surveying Code and the Georgia Board of Surveying and Mapping. The survey was conducted in accordance with the Georgia Surveying Code and the Georgia Board of Surveying and Mapping. The survey was conducted in accordance with the Georgia Surveying Code and the Georgia Board of Surveying and Mapping.

SITE INFORMATION

PROJECT: CLARK PATTERSON LEE SURVEY FOR SNELLVILLE TOWNE CENTER (SNELLVILLE TOWNE CENTER) LAND LOT 26 & 39, 5TH DISTRICT CITY OF SNELLVILLE, GWINNETT COUNTY, GEORGIA

OWNER: CLARK PATTERSON LEE

PREPARED BY: CLARK PATTERSON LEE

DATE: AUGUST 20, 2014

SCALE: AS SHOWN

BOUNDARY & TOPOGRAPHIC SURVEY FOR CLARK PATTERSON LEE (SNELLVILLE TOWNE CENTER) LAND LOT 26 & 39, 5TH DISTRICT CITY OF SNELLVILLE, GWINNETT COUNTY, GEORGIA



PHOTO #1



PHOTO #2



PHOTO #3



PHOTO #4



LOCATION MAP

AREA TABLE

TRACT 1:	14,138 SQ. FT. OR 3.2689 AC.
TRACT 2:	14,233 SQ. FT. OR 3.2693 AC.
TRACT 3:	21,937 SQ. FT. OR 5.0231 AC.
TRACT 4:	21,937 SQ. FT. OR 5.0231 AC.
TRACT 5:	21,937 SQ. FT. OR 5.0231 AC.
TRACT 6:	18,377 SQ. FT. OR 4.2105 AC.
TRACT 7:	8,432 SQ. FT. OR 1.9216 AC.
TOTAL AREA:	49,849 SQ. FT. OR 11.4696 AC.

NOT INCLUDED IN TOTAL AREA: POSSIBLE TRACT 8: 1,048 SQ. FT. OR 0.2394 AC.

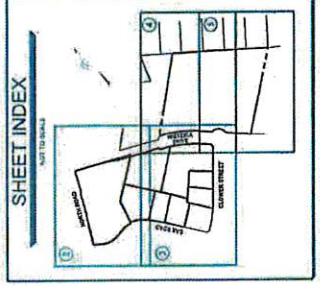
SPECIAL NOTES

1. THE SURVEY WAS CONDUCTED IN ACCORDANCE WITH THE GEORGIA SURVEYING CODE AND THE GEORGIA BOARD OF SURVEYING AND MAPPING.

2. THE SURVEY WAS CONDUCTED ON THE 20TH DAY OF AUGUST, 2014.

3. THE SURVEY WAS CONDUCTED BY CLARK PATTERSON LEE, A LICENSED PROFESSIONAL SURVEYOR, STATE OF GEORGIA.

4. THE SURVEY WAS CONDUCTED IN ACCORDANCE WITH THE GEORGIA SURVEYING CODE AND THE GEORGIA BOARD OF SURVEYING AND MAPPING.



SURVEYOR'S CERTIFICATE

I, CLARK PATTERSON LEE, a Licensed Professional Surveyor, State of Georgia, certify that the foregoing is a true and correct copy of the original survey as shown on the attached site map.

UTILITY NOTES

THE SURVEYOR HAS CONDUCTED A VISUAL INSPECTION OF THE SITE FOR THE PRESENCE OF UTILITIES. THE RESULTS OF THIS INSPECTION ARE AS FOLLOWS:

- WATER: NONE OBSERVED
- SEWER: NONE OBSERVED
- ELECTRIC: NONE OBSERVED
- TELEPHONE: NONE OBSERVED
- OTHER: NONE OBSERVED

UTILITY PROVIDERS

CLARK PATTERSON LEE
 1000 BIRCHWOOD DRIVE
 SNELLVILLE, GA 30078

REFERENCE MATERIAL

1. GEORGIA SURVEYING CODE, CHAPTER 46, TITLE 46-10-1, GEORGIA SURVEYING AND MAPPING ACT, 1997.

2. GEORGIA BOARD OF SURVEYING AND MAPPING, 1997.

TITLE NOTES

1. THE SURVEY WAS CONDUCTED IN ACCORDANCE WITH THE GEORGIA SURVEYING CODE AND THE GEORGIA BOARD OF SURVEYING AND MAPPING.

TREE LEGEND (ABBREVIATIONS)

1	DOGWOOD	1	DOGWOOD
2	DOGWOOD	2	DOGWOOD
3	DOGWOOD	3	DOGWOOD
4	DOGWOOD	4	DOGWOOD
5	DOGWOOD	5	DOGWOOD
6	DOGWOOD	6	DOGWOOD
7	DOGWOOD	7	DOGWOOD
8	DOGWOOD	8	DOGWOOD
9	DOGWOOD	9	DOGWOOD
10	DOGWOOD	10	DOGWOOD

ABBREVIATIONS

A	ARBOREAL
B	BROADLEAF
C	CONIFER
D	DOGWOOD
E	EUCALIPTUS
F	FERN
G	GUM
H	HOLLY
I	IRONWOOD
J	JACKPINE
K	KUMAR
L	LARCH
M	MAGNOLIA
N	NORFOLK ISLAND
O	OAK
P	PALM
Q	QUERCUS
R	RUBUS
S	SAPINDACEAE
T	TAXUS
U	ULMUS
V	VIBURNUM
W	WALNUT
X	WILLOW
Y	YEW
Z	ZELKOV



TerraMark
 PROFESSIONAL LAND SURVEYING & ENGINEERING
 1000 BIRCHWOOD DRIVE
 SNELLVILLE, GA 30078
 (770) 424-2222
 www.terra-mark.com

DATE:	11/20/14
PROJECT:	CLARK PATTERSON LEE SURVEY FOR SNELLVILLE TOWNE CENTER (SNELLVILLE TOWNE CENTER) LAND LOT 26 & 39, 5TH DISTRICT CITY OF SNELLVILLE, GWINNETT COUNTY, GEORGIA
SCALE:	AS SHOWN
DATE:	11/20/14
PROJECT:	CLARK PATTERSON LEE SURVEY FOR SNELLVILLE TOWNE CENTER (SNELLVILLE TOWNE CENTER) LAND LOT 26 & 39, 5TH DISTRICT CITY OF SNELLVILLE, GWINNETT COUNTY, GEORGIA
SCALE:	AS SHOWN
DATE:	11/20/14
PROJECT:	CLARK PATTERSON LEE SURVEY FOR SNELLVILLE TOWNE CENTER (SNELLVILLE TOWNE CENTER) LAND LOT 26 & 39, 5TH DISTRICT CITY OF SNELLVILLE, GWINNETT COUNTY, GEORGIA
SCALE:	AS SHOWN

BOUNDARY & TOPOGRAPHIC SURVEY FOR CLARK PATTERSON LEE (SNELLVILLE TOWNE CENTER) LAND LOT 26 & 39, 5TH DISTRICT CITY OF SNELLVILLE, GWINNETT COUNTY, GEORGIA

SHEET NO. 1/6

DATE: 11/20/14

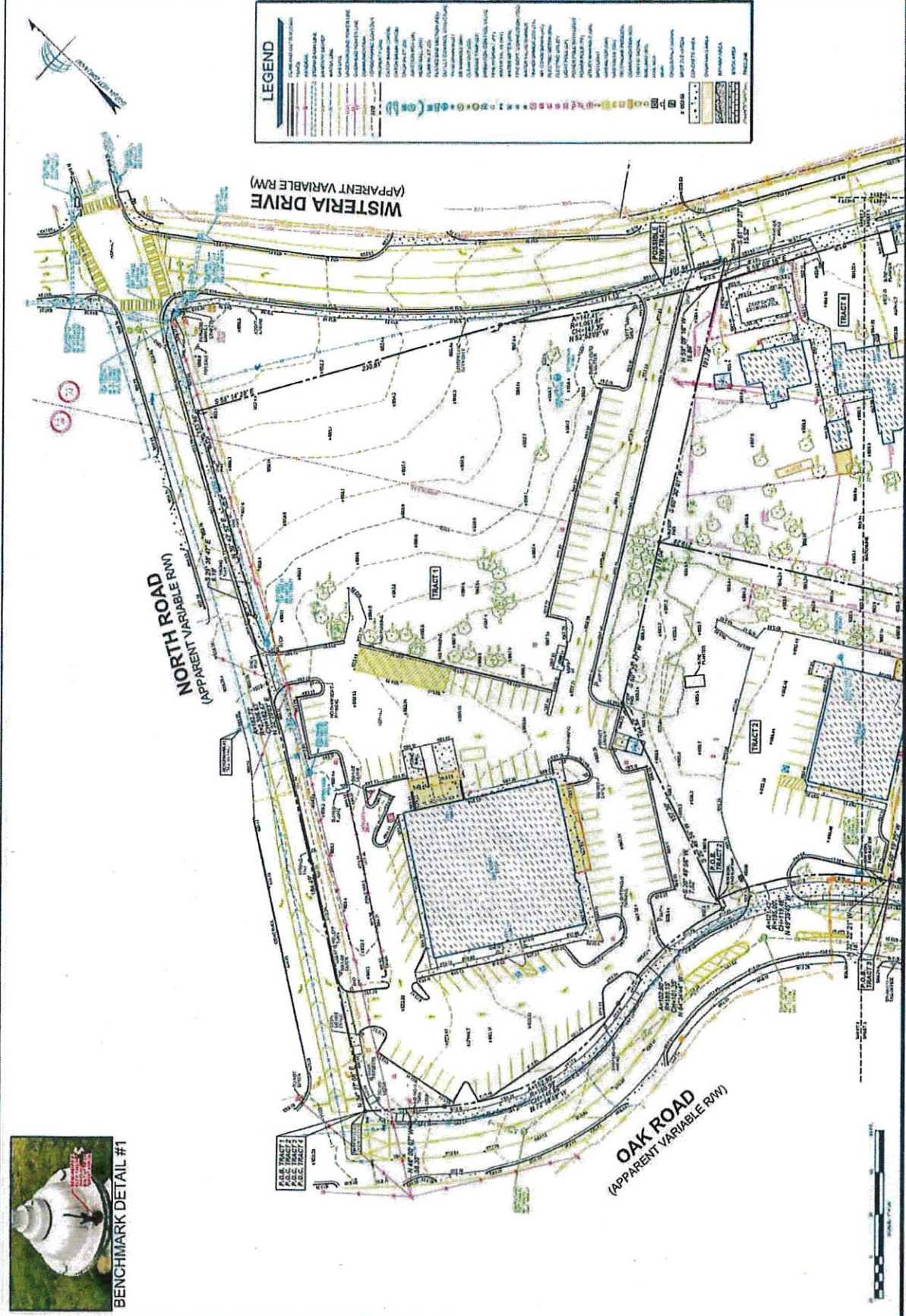
PRELIMINARY
 PENDING REVIEW AND COMMENT

NO.	DESCRIPTION	DATE	BY
1	PREPARED	11/11/11	J. W. BROWN
2	REVISED	11/11/11	J. W. BROWN
3	REVISED	11/11/11	J. W. BROWN
4	REVISED	11/11/11	J. W. BROWN
5	REVISED	11/11/11	J. W. BROWN
6	REVISED	11/11/11	J. W. BROWN
7	REVISED	11/11/11	J. W. BROWN
8	REVISED	11/11/11	J. W. BROWN
9	REVISED	11/11/11	J. W. BROWN
10	REVISED	11/11/11	J. W. BROWN

TerraMark
 PROFESSIONAL LAND SURVEYING & MAPPING
 1000 Peachtree Dunwoody Road, Suite 100
 Atlanta, Georgia 30328
 404.414.1000
 www.terra-mark.com

LEGEND

CLARK PATTERSON LEE TRACTS
 TRACT 1
 TRACT 2
 TRACT 3
 TRACT 4
 TRACT 5
 TRACT 6
 TRACT 7
 TRACT 8
 TRACT 9
 TRACT 10
 TRACT 11
 TRACT 12
 TRACT 13
 TRACT 14
 TRACT 15
 TRACT 16
 TRACT 17
 TRACT 18
 TRACT 19
 TRACT 20
 TRACT 21
 TRACT 22
 TRACT 23
 TRACT 24
 TRACT 25
 TRACT 26
 TRACT 27
 TRACT 28
 TRACT 29
 TRACT 30
 TRACT 31
 TRACT 32
 TRACT 33
 TRACT 34
 TRACT 35
 TRACT 36
 TRACT 37
 TRACT 38
 TRACT 39
 TRACT 40
 TRACT 41
 TRACT 42
 TRACT 43
 TRACT 44
 TRACT 45
 TRACT 46
 TRACT 47
 TRACT 48
 TRACT 49
 TRACT 50
 TRACT 51
 TRACT 52
 TRACT 53
 TRACT 54
 TRACT 55
 TRACT 56
 TRACT 57
 TRACT 58
 TRACT 59
 TRACT 60
 TRACT 61
 TRACT 62
 TRACT 63
 TRACT 64
 TRACT 65
 TRACT 66
 TRACT 67
 TRACT 68
 TRACT 69
 TRACT 70
 TRACT 71
 TRACT 72
 TRACT 73
 TRACT 74
 TRACT 75
 TRACT 76
 TRACT 77
 TRACT 78
 TRACT 79
 TRACT 80
 TRACT 81
 TRACT 82
 TRACT 83
 TRACT 84
 TRACT 85
 TRACT 86
 TRACT 87
 TRACT 88
 TRACT 89
 TRACT 90
 TRACT 91
 TRACT 92
 TRACT 93
 TRACT 94
 TRACT 95
 TRACT 96
 TRACT 97
 TRACT 98
 TRACT 99
 TRACT 100



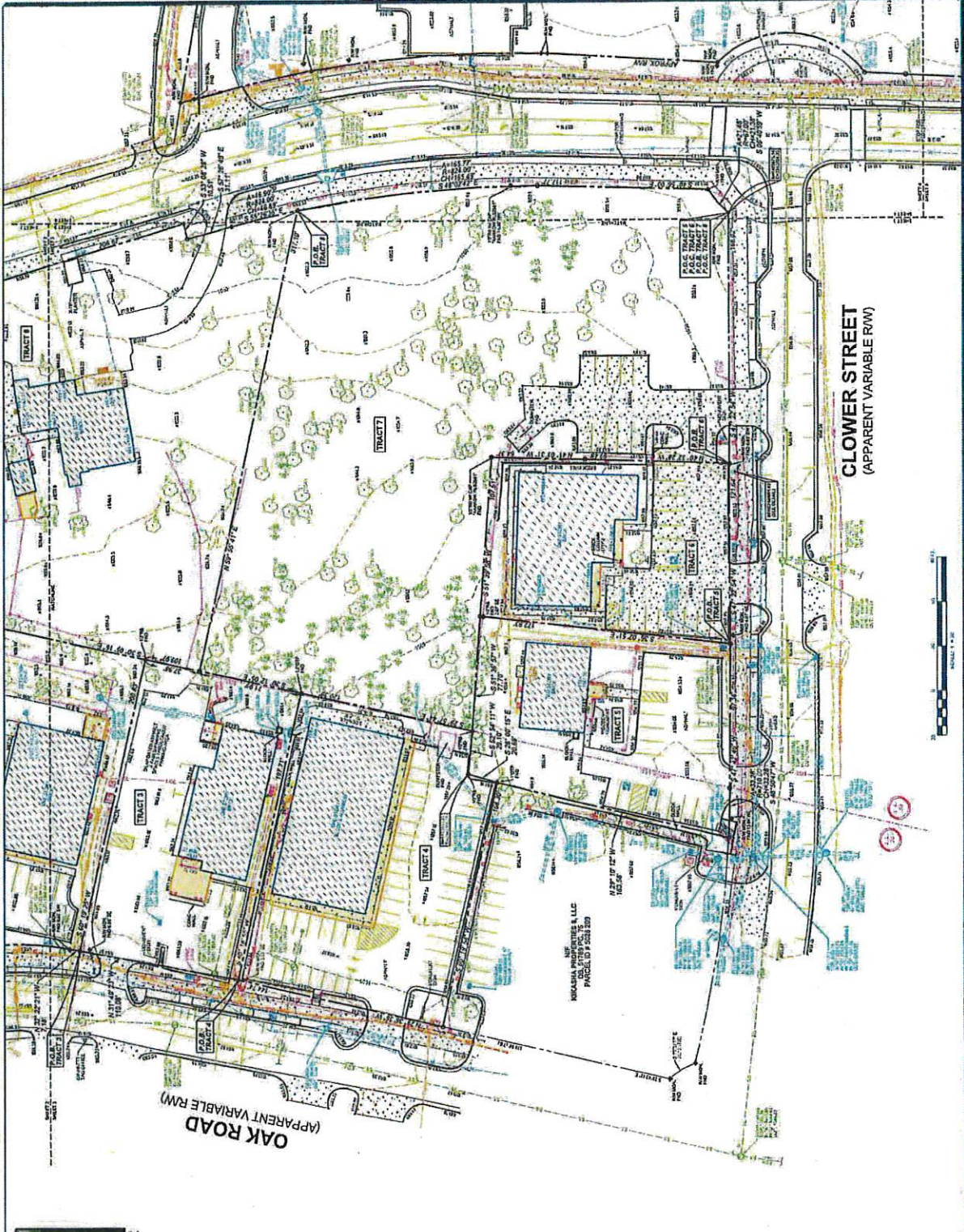
BENCHMARK DETAIL #1

SHEET NO. 3

BOUNDARY & TOPOGRAPHIC SURVEY
 FOR
 CLARK PATTERSON LEE
 (SNELLVILLE TOWNE CENTER)
 LOCATED IN
 LAND LOT 26 & 29, 5TH DISTRICT
 CITY OF SNELLVILLE, GWINNETT COUNTY, GEORGIA

NO.	DESCRIPTION	DATE
1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28
29
30
31
32
33
34
35
36
37
38
39
40
41
42
43
44
45
46
47
48
49
50

TerraMark
 PROFESSIONAL SURVEYING & MAPPING
 1415 GUNPOWDER ROAD, SUITE 100
 SNELLVILLE, GA 30077
 (770) 426-1111
 TERRY@TERRAMARK.COM
 TERRY@TERRAMARK.COM



LEGEND

	IRON PIN
	IRON ROD
	CONCRETE MONUMENT
	STEEL MONUMENT
	ALUMINUM MONUMENT
	BRASS MONUMENT
	COPPER MONUMENT
	ZINC MONUMENT
	LEAD MONUMENT
	STEEL MONUMENT WITH CAP
	IRON PIN WITH CAP
	IRON ROD WITH CAP
	CONCRETE MONUMENT WITH CAP
	STEEL MONUMENT WITH CAP
	ALUMINUM MONUMENT WITH CAP
	BRASS MONUMENT WITH CAP
	COPPER MONUMENT WITH CAP
	ZINC MONUMENT WITH CAP
	LEAD MONUMENT WITH CAP
	IRON PIN WITH CAP AND NUMBER
	IRON ROD WITH CAP AND NUMBER
	CONCRETE MONUMENT WITH CAP AND NUMBER
	STEEL MONUMENT WITH CAP AND NUMBER
	ALUMINUM MONUMENT WITH CAP AND NUMBER
	BRASS MONUMENT WITH CAP AND NUMBER
	COPPER MONUMENT WITH CAP AND NUMBER
	ZINC MONUMENT WITH CAP AND NUMBER
	LEAD MONUMENT WITH CAP AND NUMBER
	IRON PIN WITH CAP AND NUMBER AND ELEVATION
	IRON ROD WITH CAP AND NUMBER AND ELEVATION
	CONCRETE MONUMENT WITH CAP AND NUMBER AND ELEVATION
	STEEL MONUMENT WITH CAP AND NUMBER AND ELEVATION
	ALUMINUM MONUMENT WITH CAP AND NUMBER AND ELEVATION
	BRASS MONUMENT WITH CAP AND NUMBER AND ELEVATION
	COPPER MONUMENT WITH CAP AND NUMBER AND ELEVATION
	ZINC MONUMENT WITH CAP AND NUMBER AND ELEVATION
	LEAD MONUMENT WITH CAP AND NUMBER AND ELEVATION
	IRON PIN WITH CAP AND NUMBER AND ELEVATION AND DATE
	IRON ROD WITH CAP AND NUMBER AND ELEVATION AND DATE
	CONCRETE MONUMENT WITH CAP AND NUMBER AND ELEVATION AND DATE
	STEEL MONUMENT WITH CAP AND NUMBER AND ELEVATION AND DATE
	ALUMINUM MONUMENT WITH CAP AND NUMBER AND ELEVATION AND DATE
	BRASS MONUMENT WITH CAP AND NUMBER AND ELEVATION AND DATE
	COPPER MONUMENT WITH CAP AND NUMBER AND ELEVATION AND DATE
	ZINC MONUMENT WITH CAP AND NUMBER AND ELEVATION AND DATE
	LEAD MONUMENT WITH CAP AND NUMBER AND ELEVATION AND DATE

NO.	DATE	DESCRIPTION
1	11/11/11	PRELIMINARY SURVEY
2	01/24/12	FINAL SURVEY

TerraMark
 PROFESSIONAL SURVEYING & MAPPING, INC.
 1500 W. BIRCHWOOD DRIVE, SUITE 100
 SNELLVILLE, GA 30078
 (770) 426-1111
 www.terramarkga.com



LEGEND

- Property Boundary
- Right-of-Way Boundary
- Utility Lines
- Proposed Construction
- Existing Construction
- Topography
- Vegetation
- Water Features
- Spot Elevation
- Survey Station
- Survey Line
- Survey Point
- Survey Monument
- Survey Instrument
- Survey Method
- Survey Accuracy
- Survey Date
- Surveyor Name
- Surveyor License No.
- Surveyor Title
- Surveyor Firm
- Surveyor Address
- Surveyor Phone
- Surveyor Fax
- Surveyor Email
- Surveyor Website
- Surveyor Social Media
- Surveyor Contact Info

SHEET NO.
9

BOUNDARY & TOPOGRAPHIC SURVEY
FOR
CLARK PATTERSON LEE
(SNELLVILLE TOWNE CENTER)
LOCATED IN
LAND LOT 28 & 29, 5TH DISTRICT
CITY OF SNELLVILLE, GWINNETT COUNTY, GEORGIA

FIELD NOTES	
DATE	11/11/11
TIME	08:00 AM
WIND	SSE
TEMPERATURE	60°F
MOON	None
STATE	GA
COUNTY	GWINNETT
TOWNSHIP	5TH
RANGE	28 & 29
SECTION	1
ACRES	1.00

TerraMark
Professional Land Surveying & Mapping, LLC
1700 Peachtree Dunwoody Rd., Suite 300
Atlanta, Georgia 30329
Phone: 404.487.4477
Fax: 404.487.4478
www.terra-mark.com

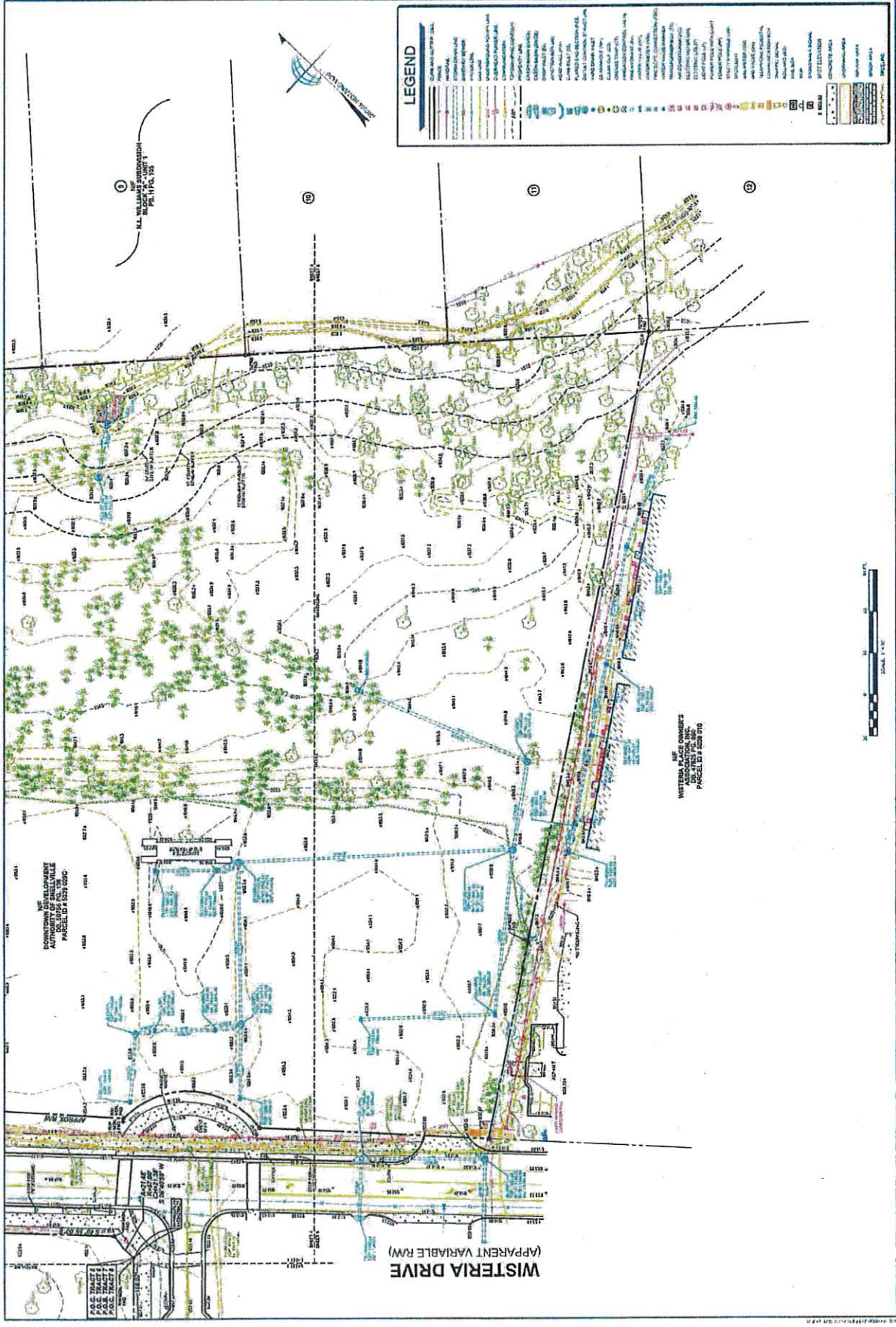
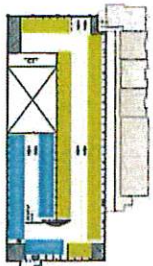
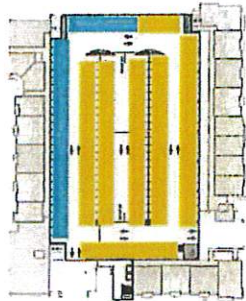


EXHIBIT "C"

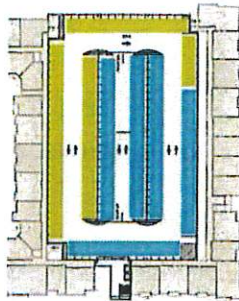
■ Residential: 375
■ City: 247
■ Library: 128



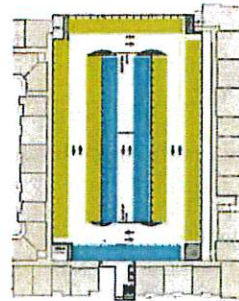
B1-GARDEN
 110 SPACES
 Residential: 59
 City: 51



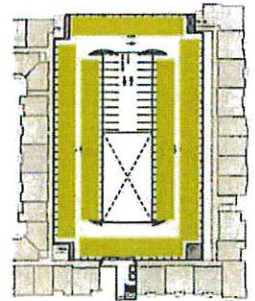
P1
 165 SPACES
 Library: 128
 City: 37



P2
 173 SPACES
 Residential: 71
 City: 102



P3
 173 SPACES
 Residential: 110
 City: 57



P4
 129 SPACES
 Residential: 129



GWINNETT - SNELLVILLE PARKING DECK (THE GROVE)

APRIL 02, 2020

FLOOR PLANS

NOT TO SCALE

EXHIBIT "D"

USPS Property Description

Parcel One of Two Parcels:

Beginning at the intersection of the northeasterly right-of-way of Oak Road (60-foot right-of-way) and the southeasterly right-of-way of Old Snellville-Lawrenceville Road, also known as North Road (30-foot right-of-way); thence North 32 degrees 18 minutes 55 seconds East 184.49 feet, along the southeasterly right-of-way of Old Snellville-Lawrenceville Road, to a point; thence northeasterly curving to the left, along an arc of 182.72 feet having a radius of 2,306.831 feet, along said right-of-way, to a concrete marker set; thence South 31 degrees 47 minutes East 281.84 feet to a 3/4 inch Galvanized Pipe found; thence South 18 degrees 39 minutes 45 seconds West 165.11 feet to a concrete marker set on the northeasterly right-of-way of Oak Road; thence westerly curving to the left, along an arc of 102.7 feet, having a radius of 189.155 feet, along said right-of-way, to a point; thence westerly curving to the right, along an arc of 152.5 feet, having a radius of 160.986 feet, along said right-of-way, to a point; thence North 48 degrees 8 minutes 20 seconds West 58.30 feet, along said right-of-way, to the point of beginning.

Parcel Two of Two Parcels:

All that tract or parcel of land lying and being in Land Lots 26 and 39 of the 5th District, City of Snellville, Gwinnett County, Georgia and being more particularly described as follows:

Beginning at an iron pin set at the southeasterly intersection of the rights-of-way of North Road (also known as Old Snellville-Lawrenceville Highway having a 40-foot right-of-way) and Wisteria Drive (having a 40-foot right-of-way); thence running along said southwesterly right-of-way of Wisteria Drive South 60 degrees 22 minutes 41 seconds East a distance of 401.94 feet to an iron pin set; thence leaving said right-of-way and running South 58 degrees 24 minutes 46 seconds West a distance of 326.19 feet to an iron pin found; thence running North 31 degrees 47 minutes 00 seconds West a distance of 275.66 feet to an iron pin set on the southeasterly right-of-way of North Road; thence running along said right-of-way North 28 degrees 34 minutes 39 seconds East a distance of 153.96 feet to an iron pin set at its intersection with the southwesterly right-of-way of Wisteria Drive and the POINT OF BEGINNING; said tract contains 1.7423 acres as shown on a plat of survey prepared for the United States Postal Service by Charles D. McCann, Georgia Registered Land Surveyor #2245, dated June 10, 1986.

I Want To... [Tax Assessor](#)

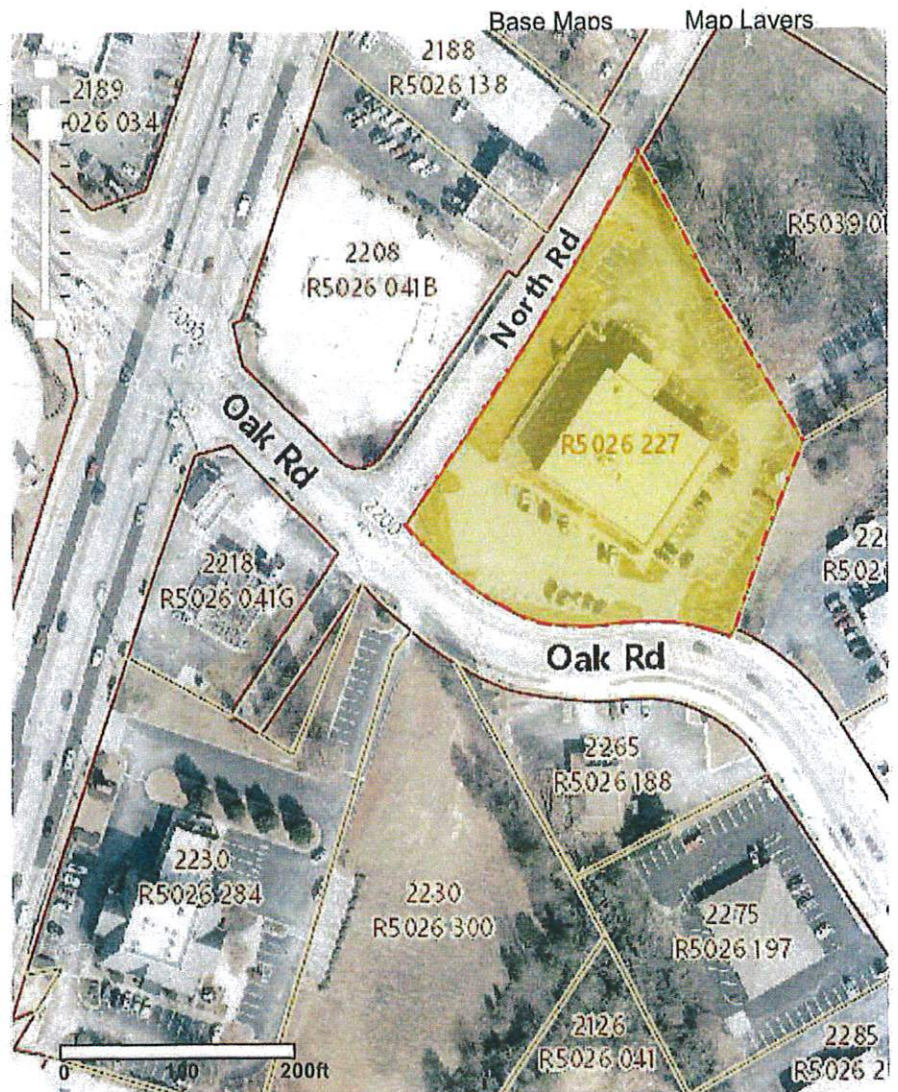
Your search returned 1 records.

[Map It!](#)

Land:	\$419,300
Building:	\$920,600
Total Fair Market:	\$1,339,900

[UNITED STATES POSTAL SERVICE](#)

 2250 OAK RD
 SNELLVILLE, GA 30078-9000

 1.75 ACRES
 2250 OAK RD SNELLVILLE 30078 |
R5026 227


Search Hints

Steps to search for additional property information and sales in your neighborhood.

1. Enter one of the following in the search box above: Your **Parcel Number** (example: R8001 001 or R8001A001) OR **Property Owner Name** OR **Property Address**. Click on the ? for additional examples.
2. Click on the **Search** box
3. Click on the **name** of the owner (**underlined in blue text**) from the **returned search results** to view comparable sales and additional information for the property.

I Want To... [Tax Assessor](#)

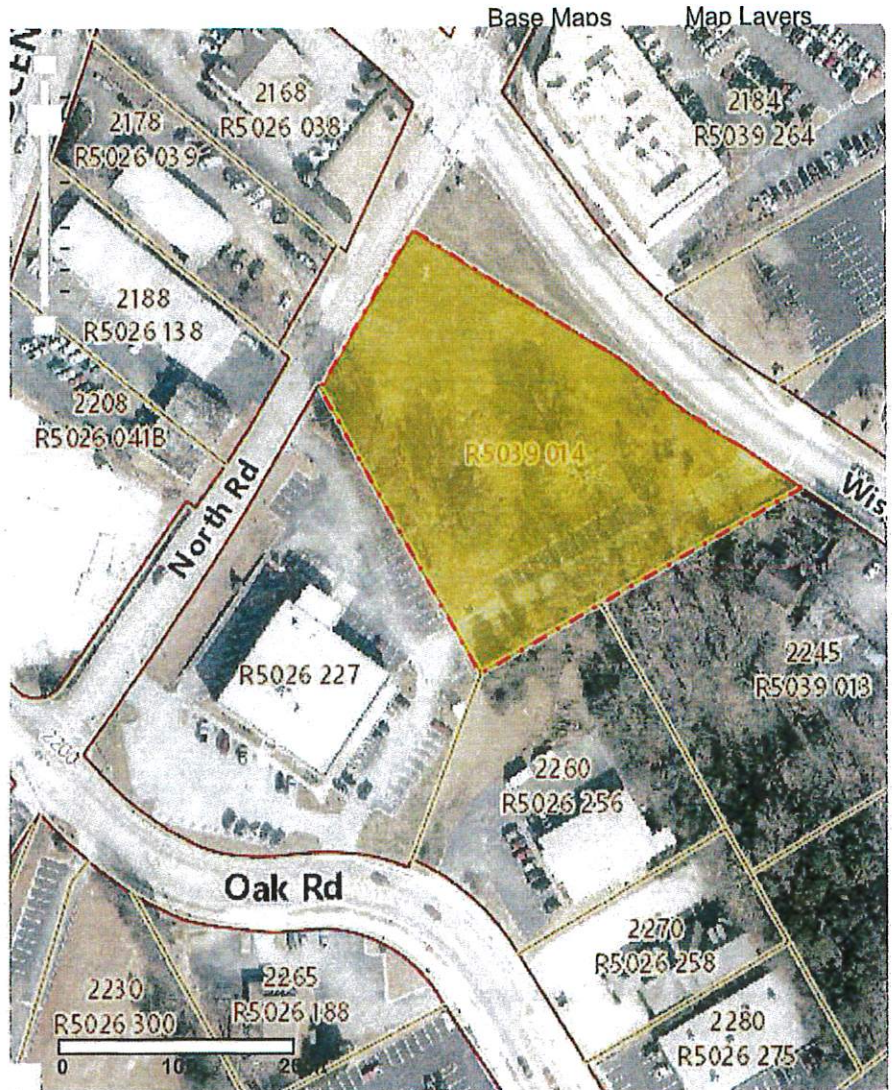
Your search returned 1 records.

[Map It!](#)

Land:	\$333,500
Building:	\$0
Total Fair Market:	\$333,500

[UNITED STATES POSTAL SERV](#)

 PO BOX 1270
 MANDAN, ND 58554-7270

 1.74 ACRES
 NORTH RD SNELLVILLE 30078 | **R5039 014**


Search Hints

Steps to search for additional property information and sales in your neighborhood.

1. Enter one of the following in the search box above: Your **Parcel Number** (example: R8001 001 or R8001A001) OR **Property Owner Name** OR **Property Address**. Click on the ? for additional examples.
2. Click on the **Search** box
3. Click on the **name** of the owner (**underlined in blue text**) from the **returned search results** to view comparable sales and additional information for the property.

EXHIBIT "E"

LARGE MAJOR CONSTRUCTION INSURANCE REQUIREMENTS

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

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

1. Statutory Workers' Compensation Insurance
 - (a) Employers Liability:
 - Bodily Injury by Accident - \$100,000 each accident
 - Bodily Injury by Disease - \$500,000 policy limit
 - Bodily Injury by Disease - \$100,000 each employee

2. Commercial General Liability Insurance
 - (a) \$1,000,000 limit of liability per occurrence for bodily injury and property damage
 - (b) Separate \$1,000,000 Owner's and Contractor's Protective policy with Gwinnett County Board of Commissioners (and any applicable authority) as Named Insured
 - (c) The following additional coverages must apply:
 - * 1986 (or later) ISO Commercial General Liability Form
 - * Dedicated Limits per Project Site or Location (CG 25 03 or CG 25 04)
 - * Additional Insured Endorsement (Form B CG 20 10 or equivalent with a modification for completed operations or a separate endorsement covering Completed Operations)
 - * Blanket Contractual Liability
 - * Broad Form Property Damage
 - * Severability of Interest
 - * Underground, explosion, and collapse coverage
 - * Personal Injury (deleting both contractual and employee exclusions)
 - * Incidental Medical Malpractice
 - * Hostile Fire Pollution Wording

3. Auto Liability Insurance
 - (a) \$1,000,000 limit of liability per occurrence for bodily injury and property damage
 - (b) Comprehensive form covering all owned, nonowned, leased, hired, and borrowed vehicles
 - (c) Additional Insured Endorsement
 - (d) Contractual Liability

4. Umbrella Liability Insurance - Minimum \$5,000,000 limit of liability
(Higher limit may be required depending on the extent of contract)
 - (a) The following additional coverages must apply
 - * Additional Insured Endorsement
 - * Concurrency of Effective Dates with Primary
 - * Blanket Contractual Liability
 - * Drop Down Feature
 - * Care, Custody, and Control - Follow Form Primary
 - * Aggregates: Apply Where Applicable in Primary
 - * Umbrella Policy must be as broad as the primary policy

5. Builder's Risk Insurance or Installation Floater Insurance required on all new structures, bridges,

overpasses, tunnels, culverts and railroad crossings - limit at least as broad as contract amount Builders Risk Insurance. The Contractor shall procure and maintain Builder's Risk Insurance which provides "All Risk" coverage including earthquake and flood, collapse, transit coverage, boiler and machinery including operational testing and startup, debris removal, demolition occasioned by enforcement of Laws and Regulations, water damage, resultant damage from faulty workmanship or materials or errors in design. The policy shall include no exclusion for foundations or underground pipes, tanks, or machinery. The limit of insurance will be for the amount necessary to cover 100% of the work required under this contract on a replacement cost basis. The deductible shall not exceed \$100,000. Gwinnett County Board of Commissioners Contractor(s) and Subcontractors will be named as insureds. The policy shall cover materials and equipment stored at the site or at another location that was agreed to in writing by Gwinnett County prior to be incorporated in the work.

6. Gwinnett County Board of Commissioners (and any applicable Authority) should be shown as an additional insured on General Liability, Auto Liability and Umbrella Liability policies.
7. The cancellation provision should provide 30 days notice of cancellation.
8. Certificate Holder should read:
Gwinnett County Board of Commissioners
75 Langley Drive
Lawrenceville, GA 30045-6900
9. Insurance Company, except Worker' Compensation carrier, must have an A.M. Best Rating of A-10 or higher. Certain Workers' Comp funds may be acceptable by the approval of the Risk Management Division. European markets including those based in London and domestic surplus lines markets that operate on a non-admitted basis are exempt from this requirement provided that the contractor's broker/agent can provide financial data to establish that a market is equal to or exceeds the financial strengths associated with the A.M. Best's rating of A-10 or better.
10. Insurance Company should be licensed to do business by the Georgia Department of Insurance.
11. Certificates of Insurance, and any subsequent renewals, must reference specific bid/contract by project name and project/bid number.
12. The Contractor shall agree to provide complete certified copies of current insurance policy(ies) or a certified letter from the insurance company(ies) if requested by the County to verify the compliance with these insurance requirements.
13. All insurance coverages required to be provided by the Contractor will be primary over any insurance program carried by the County.
14. Contractor shall incorporate a copy of the insurance requirements as herein provided in each and every subcontract with each and every Subcontractor in any tier, and shall require each and every Subcontractor of any tier to comply with all such requirements. Contractor agrees that if for any reason Subcontractor fails to procure and maintain insurance as required, all such required Insurance shall be procured and maintained by Contractor at Contractor's expense.
15. No Contractor or Subcontractor shall commence any work of any kind under this Contract until all

insurance requirements contained in this Contract have been complied with and until evidence of such compliance satisfactory to Gwinnett County as to form and content has been filed with Gwinnett County. **The Acord Certificate of Insurance or a preapproved substitute is the required form in all cases where reference is made to a Certificate of Insurance or an approved substitute.**

16. The Contractor shall agree to waive all rights of subrogation against the County, the Board of Commissioners, its officers, officials, employees, and volunteers from losses arising from work performed by the contractor for the county.
17. Special Form Contractors' Equipment and Contents Insurance covering owned, used, and leased equipment, tools, supplies, and contents required to perform the services called for in the Contract. The coverage must be on a replacement cost basis. The County will be included as a Loss Payee in this coverage for County owned equipment, tools, supplies, and contents.
18. The Contractor shall make available to the County, through its records or records of their insurer, information regarding a specific claim related to any County project. Any loss run information available from the contractor or their insurer relating to a County project will be made available to the county upon their request.
19. Compliance by the Contractor and all subcontractors with the foregoing requirements as to carrying insurance shall not relieve the Contractor and all Subcontractors of their liability provisions of the Contract.
20. The Contractor and all Subcontractors are to comply with the Occupational Safety and Health Act of 1970, Public Law 91-956, and any other laws that may apply to this Contract.
21. The Contractor shall at a minimum apply risk management practices accepted by the contractors' industry.

Surety Bonds (If Required)

All of the surety requirements will stay the same except the Surety Company must have the same rating as item 9 above.

