

## BOARD OF COUNTY COMMISSIONERS

Eric K. Maxwell, Chairman  
Randy Ognio, Vice Chairman  
Steve Brown  
Charles W. Oddo  
Charles D. Rousseau



## FAYETTE COUNTY, GEORGIA

Steve Rapson, County Administrator  
Dennis A. Davenport, County Attorney  
Tameca P. White, County Clerk  
Marlena Edwards, Deputy County Clerk

140 Stonewall Avenue West  
Public Meeting Room  
Fayetteville, GA 30214

## AGENDA

December 13, 2018

2:00 p.m.

Welcome to the meeting of your Fayette County Board of Commissioners. Your participation in County government is appreciated. All regularly scheduled Board meetings are open to the public and are held on the 2<sup>nd</sup> and 4<sup>th</sup> Thursday of each month at 6:30 p.m.

Call to Order

Invocation and Pledge of Allegiance by Commissioner Steve Brown

Acceptance of Agenda

### PROCLAMATION/RECOGNITION:

### PUBLIC HEARING:

1. Consideration of staff's recommendation to approve a 2018 Retail Alcohol, Beer and Wine License (License # C18-00611) for Sung Choi doing business as S-Mart, which is located at 2664 SR 92 S, Fayetteville, Georgia 30215. (pgs. 3-31)

### CONSENT AGENDA:

2. Approval of the County Clerk's recommendation to adopt the 2019 County Commissioner Meeting Schedule. (pgs. 32-35)
3. Approval of staff's recommendation to award Quote #1587-A: 2017 SPLOST; Stormwater Category I; 330 Oak Street Culvert Replacement to Crawford Grading in the amount of \$99,414.80; and amend the 2017 SPLOST Stormwater Fund (32240320) reallocating \$50,000 from Category II Tier II (17SAQ-118 Davis Road) to 330 Oak Street (5509H). (pgs. 36-44)
4. Approval of staff's recommendation to award Proposal #1525-P for purchasing card services to JP Morgan Chase and authorization for the Chairman to execute the required agreement. (pgs. 45-47)
5. Approval of staff's recommendation to award contract #1572-S, Aerial Oblique Imagery, to Pictometry International Corp. in the amount of \$98,947.50 and contract #1605-A, Aerial Orthoimagery, to Geomni, Inc. in the amount of \$20,220.00. (pgs. 48-52)
6. Approval to liquidate surplus business personal property at auction, including listed vehicles and heavy equipment, confiscated property, and other items. (pgs. 53-78)
7. Consideration of the approval to present the following Resolutions in a Legislative Package to the Georgia General Assembly for consideration at its upcoming session: (pgs. 79-114)
  - A. Resolution 2018-17; Fluoride (pgs. 79-82)
  - B. Resolution 2018-18; Title Ad Valorem Tax (TAVT) (pgs. 83-91)
  - C. Resolution 2018-19; Boating and Minors (pgs. 92-95)
  - D. Resolution 2018-20; Protecting Religious Freedom (pgs. 96-114)

8. Approval of the November 8, 2018 Board of Commissioners Meeting Minutes. (pgs. 115-130)

**OLD BUSINESS:**

**NEW BUSINESS:**

9. Consideration of staff's recommendation to not object to the Peachtree City annexation of an unincorporated island consisting of two (2) properties of 37.48 acres and 5.99 acres in the area of Senoia Road, and the rezoning of said properties to LUR (Limited Use Residential). (pgs. 131-139)
10. Consideration of staff's recommendation to not object to the Peachtree City annexation of 30 properties totaling 105.45 acres on SR 54 and the rezoning of said properties from C-C, C-H and R-20 to GC (General Commercial) and R-43 (one-family residential district). (pgs. 140-256)

**PUBLIC COMMENT:**

**ADMINISTRATOR'S REPORTS:**

- A. Contract #1528-S: Building Automation- Advantage Services (pgs. 257-258)

**ATTORNEY'S REPORTS:**

**COMMISSIONERS' REPORTS:**

**EXECUTIVE SESSION:**

**ADJOURNMENT:**



# COUNTY AGENDA REQUEST

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Department: Code Enforcement

Presenter(s): Harold Myers, Chief Marshal

Meeting Date: Thursday, December 13, 2018

Type of Request: Public Hearing Item # 1

## Wording for the Agenda:

Consideration of staff's recommendation to approve a 2018 Retail Alcohol, Beer and Wine License (License # C18-00611) for Sung Choi doing business as S-Mart, which is located at 2664 SR 92 S, Fayetteville, Georgia 30215.

## Background/History/Details:

The Applicant has met all of the requirements as required in the County Code and the Applicant has been approved by the Code Enforcement department.

There are no outstanding violations.

## What action are you seeking from the Board of Commissioners?

Approval of staff's recommendation to approve a 2018 Retail Alcohol, Beer and Wine License (License # C18-00611) for Sung Choi doing business as S-Mart, which is located at 2664 SR 92 S, Fayetteville, GA 30215.

## If this item requires funding, please describe:

Has this request been considered within the past two years? No

If so, when?

Is Audio-Visual Equipment Required for this Request?\* No

Backup Provided with Request? Yes

**\* All audio-visual material must be submitted to the County Clerk's Office no later than 48 hours prior to the meeting. It is also your department's responsibility to ensure all third-party audio-visual material is submitted at least 48 hours in advance.**

Approved by Finance Not Applicable

Reviewed by Legal

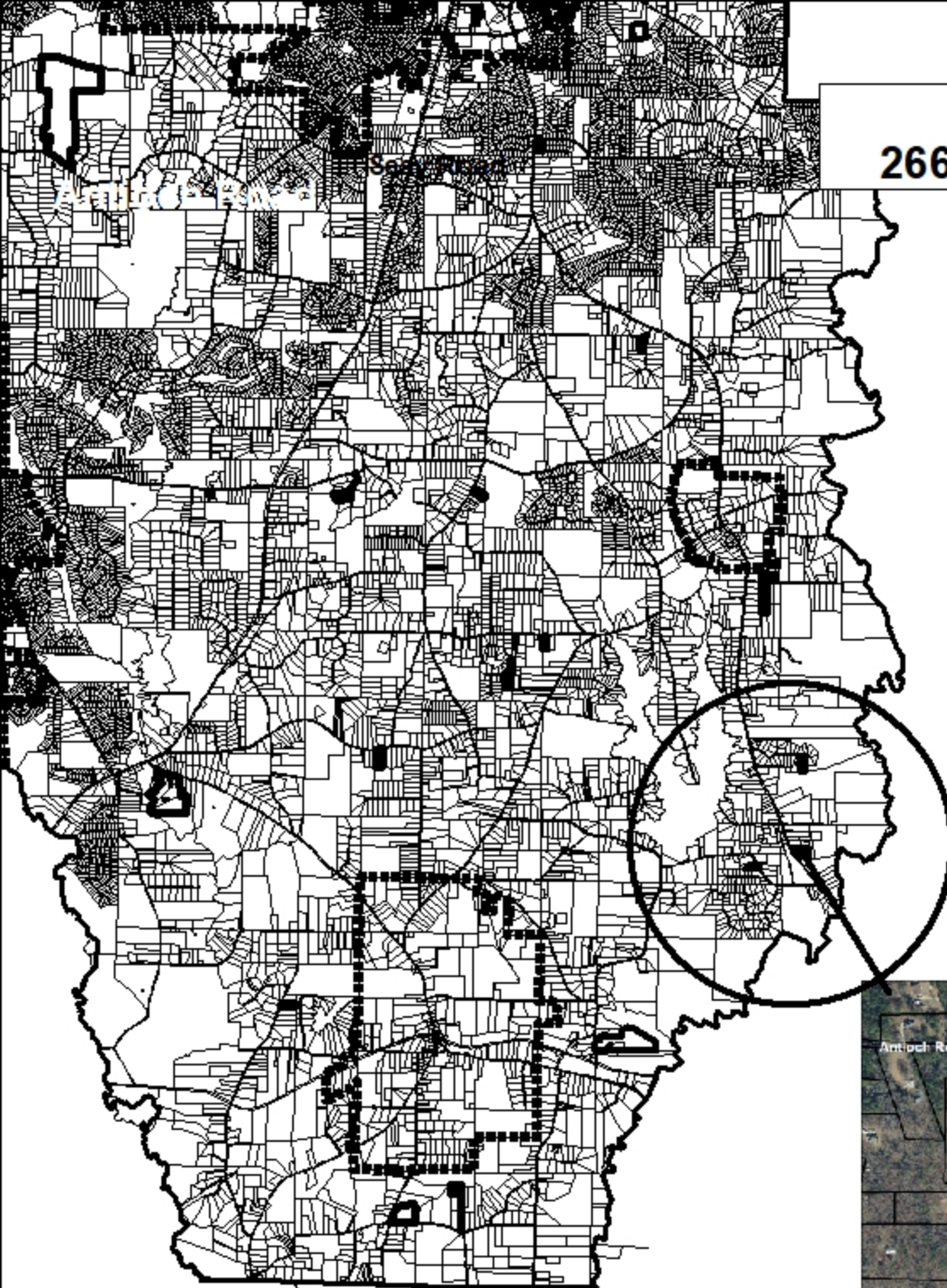
Approved by Purchasing Not Applicable

County Clerk's Approval Yes

Administrator's Approval

## Staff Notes:

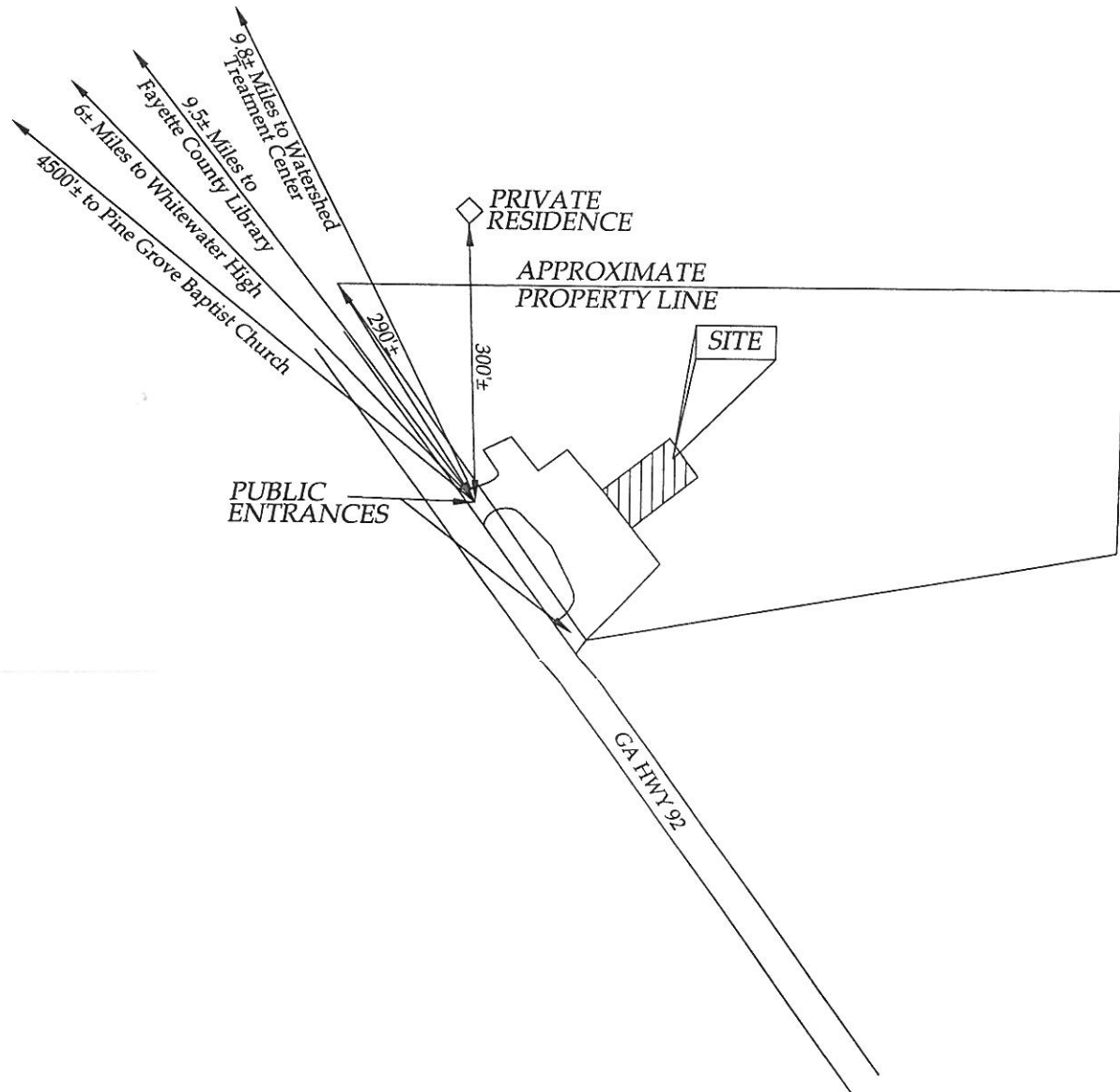
**S-Mart**  
**2664 SR 92 South**



**\*\*DISTANCES SHOWN ARE NOT TO SCALE\*\***

THIS SURVEY DOES NOT CONSTITUTE A TITLE SEARCH BY SURVEYOR. ALL INFORMATION REGARDING RECORD EASEMENTS, ADJOINERS AND OTHER DOCUMENTS THAT MIGHT AFFECT THE QUALITY OF TITLE TO TRACT SHOWN WERE NOT SUPPLIED TO THIS OFFICE.

DECLARATION IS MADE TO ORIGINAL PURCHASER OF THE SURVEY. ANY USE BY THIRD PARTIES IS AT THEIR OWN RISK. SURVEY IS VALID ONLY IF PRINT HAS ORIGINAL SEAL AND ORIGINAL SIGNATURE OF SURVEYOR.



AS PER REFERENCE PLAT

**LEGEND**

IPF=IRON PIN FOUND  
IPS=IRON PIN SET  
L.L.=LAND LOT  
L.L.L.=LAND LOT LINE  
P.L.=PROPERTY LINE  
C.L.=CENTERLINE  
EP=EDGE OF PAVEMENT  
R/W=RIGHT OF WAY  
MAG=MAGNETIC  
P.O.B.=POINT OF BEGINNING  
B/L=BUILDING LINE  
D.E.=DRAINAGE EASEMENT  
N/F=NOW OR FORMERLY  
F.W.P.D.=FIELD WORK PERFORMED DATE

**GRAPHIC SCALE**



**ALCOHOL SURVEY**

Prepared For:

**BEVERLY S. CORBIN**

SITE LOCATION: 2664 HIGHWAY 92 S. FAYETTEVILLE, GA 30215

District: 4TH

Land Lot: 117

County: FAYETTE, GA

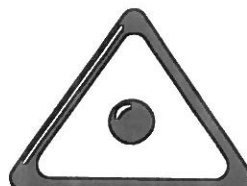
Scale: 1" = 200'

Date: 05/04/11

F.W.P.D. 05/02/11

Job No: 11-0061

**DELTA  
SURVEYORS  
INC.™**



P.O. BOX 571  
Fayetteville, GA 30214  
770-460-9342  
(fax) 770-460-7114  
JOHN 3:16



RDG



# Fayette County

C18-02611

## ALCOHOLIC BEVERAGE LICENSE APPLICATION

Date Application Received: 10/30/2018 Date sent to Comm. Off. \_\_\_\_\_

### Fees

#### Retail Package Sales

- ♦ Beer and Wine License - \$1,000.00
- ♦ Beer only - \$750.00
- ♦ Wine only—\$400.00

- ♦ On-Premise (Beer/Wine) - \$1,000.00
- ♦ On-Premise (Wine only) - \$500.00
- ♦ On-Premise (Beer Only) - \$750.00
- ♦ On-Premise (Distilled Spirits) - \$1500.00
- ♦ OnPremise(distilled,malt,wine) \$2500.00

Alcohol beverage catering—\$250.00 annual

Malt/wine—\$25.00 per event

Distilled Spirits—\$50.00 per event

Malt/wine/distilled spirits—\$ 75.00 per event

#### Approved on premises location fee-

Application fee—\$200.00

Annual Fee—\$200.00

Special Event fee- Limit 3 times annually

Malt—\$75.00

Wine -\$50.00

Distilled—\$ 125.00

Malt/wine/distilled \$ 200.00

#### OTHER FEES

Administrative/Investigative fee \$200.00  
(non refundable)

Employee Permits—\$ 30.00

Fingerprint fee -\$44.25

#### Office Use Only

☐ Approved

☐ Denied

Officer's Initials \_\_\_\_\_

#### Remarks

( ) Alcohol beverage Catering ( ) On premises approved location

☐ On-Premise ( ) Brew Pub ( ) Wholesale  
( ) Alcohol beverage catering

☒ Retail Package Sales ( ) Alcohol catering  
( ) Approved location—on premise catering

1. Occupational Tax No: 124515 (Added after approval by BOC)

2. Trade name of business for which license is applied: S-Mart

3. Business Name and Store Number: S-Able CO LLC

4. Street Address: 2664 Hwy 92 S

City: Fayetteville State: GA Zip Code 30215

5. Mailing Address: Same as Above

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip Code \_\_\_\_\_

6. Phone Number: \_\_\_\_\_

7. Fax Number: \_\_\_\_\_

8. E-mail Address: \_\_\_\_\_

9. Web Address: \_\_\_\_\_

10. Name and address of each person, firm and corporation having any ownership interest in business and the amount of such interest:

Name	Residence	Interest/Amount
Sung Choi	11964 Red Ivy Ln Fayetteville, GA 30215	100%

Name	Residence	Interest/Amount
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Name	Residence	Interest/Amount
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Name	Residence	Interest/Amount
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Name	Residence	Interest/Amount
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11. How much of the capital of this business is borrowed and from: (Attach exhibits if necessary)

Amount	Lender	Interest
462,000	Quantum Bank	prime + 1.5%

Amount	Lender	Interest
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Amount	Lender	Interest
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12. (A) Will this business be owned by the applicant as a sole proprietorship? (Circle) ☒ Yes ☐ No

(B) If this business will be owned in whole or in part by a partnership, , list the names and address of all general partners, as well as the name and addresses of the licensee, and the license representative.

Name	Address	Interest
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Name	Address	Interest
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13. If business is operated by a close corporation list names and addresses of all officers, directors and stockholders, as well as the names and addresses of the licensee and the license representative

Name	Address	City	State	Title
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Name	Address	City	State	Title
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14. If business is operated by a corporation, other than a close corporation, the name of the corporation, the address of the corporate office, the name and address of the registered agent for service of process for the corporation and the names and addresses of the licensee and the license representative ☐ N/A

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15. Has applicant and/or licensee ever had its/his/her license to sell alcoholic beverage suspended two or more times during the past five years or revoked by any state or political subdivision hereof? Provide any such other appropriate information as may be required by the governing body or Code Enforcement

☐ Yes  
☒ No

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16. Copy of Georgia Secretary of State Registration for a Corporation, Limited Liability company or Limited Partnership attached? ☒ Yes

17. (A) Is the applicant and/or license holder the owner of the building where business is to be conducted?

☒ Yes  
☐ No

(B) Are you also the owner of the land?

☒ Yes  
☐ No

(C) If your answer is "NO", to either question, state whether you lease, sub-lease, and/or rent the building and whether you lease, or sub-lease the land or both.

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18. State the full name and address of the owner of the building and the name and address of the owner of the land and the name and address of all leasers and sub-leasers and attach copies of all lease agreement.

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19. Has the applicant and/or license holder entered into an agreement or contract with either the owner or owners, leasers and sub-leasers for either the building or land or both, which provides for the payment of rent on a percentage or profit sharing basis?

☐ Yes

☐ No

20. Name the manager of the business for which this application is filed and state how he is compensated.

Name	Address
Compensation	

21. Has any place of business engaged in the sale of distilled spirits, wine or beer with which you have been associated ever been cited or charged at any time with any violation of Georgia law or federal law or municipal law or any rule or regulation or ordinance concerning the sale of such products?

☐ Yes

☒ No

Date	Authority Issuing Citation	Violation	Alleged Result
Date	Authority Issuing Citation	Violation	Alleged Result
Date	Authority Issuing Citation	Violation	Alleged Result
Date	Authority Issuing Citation	Violation	Alleged Result

# Fayette County

## ALCOHOLIC BEVERAGE LICENSE LICENSEE APPLICATION

### PART 2

#### INSTRUCTIONS:

Fill in all blanks with complete and accurate information or your application will not be processed and your fee will be forfeited.

1. Last Name: Choi First: Sung Middle: \_\_\_\_\_
2. List maiden name and all married names: \_\_\_\_\_
3. Age: 38 Date of Birth: 02/21/1980 Social Security No: [REDACTED]
4. Place of Birth: Seoul, Republic of Korea State: \_\_\_\_\_ Country: Republic of Korea
5. U.S. Citizen: Yes ☒ No \_\_\_\_\_ Alien Registration No: \_\_\_\_\_
6. Date and Port of Entry: 09/22/2007, LA Airport
7. If naturalized, when: 04/21/2014
8. Business Name and Address where you are employed and the permit is required:  
 Business Name: S-Able Co LLC  
 Street Address: 2664 Hwy 92 S  
 City: Fayetteville State: GA Zip Code: 30215
9. Your position or job at the above address: Manager
10. Your home street address: 11964 Red Ivy Ln  
 City: Fayetteville State: GA Zip Code: 30215
11. Your home telephone number: [REDACTED] Work: \_\_\_\_\_
12. Your e-mail address: [REDACTED]
13. Your mailing address: 2664 Hwy 92 S  
 City: Fayetteville State: GA Zip Code: 30215
14. Resident of: 11964 Red Ivy Ln  
Fayetteville County: Clayton State: GA
15. Is the above address your bona fide place of domicile? (Circle) Yes No
16. How long have you lived at the above address? 1 Month
17. If less than 10 years, give your previous and legal address and the length of time you resided at said residence?  
4103 Johns Creek Cir Johns Creek GA 30097 5 months



18. In the spaces provided below, list all convictions including pleas of nolo contendere, first offender, forfeiture of bond, etc., for any felony or misdemeanor, relating to the sale or use of alcoholic beverages, crimes of moral turpitude, gambling, sexual offenses, assault, battery, Family Violence, or illegal drugs within the five years

Date of Offense	Place of Offense	Type	Disposition
1.	None		
2.			
3.			
4.			

*If additional space is required, attach a sheet with the additional offenses and information concerning*

Under Georgia Criminal Code Section 16-10-20, any person who knowingly and willfully falsifies, conceals, or covers up any trick, scheme, or device, makes a false, fictitious, or fraudulent statement or representation, shall, upon conviction therefore, be punished by a fine of not more than \$1,000.00 or by imprisonment for not less than one year nor more than five years, or both.

  *h*   You must initial that you have read this statement.

I have read and understand that any falsehood or half-truth submitted in this application is a felony and will render me ineligible to serve alcoholic beverages in this County. I also understand that any falsehood or half-truth discovered by investigators during the term of this permit (which is one year from the date of the application) is grounds for its revocation and my subsequent prosecution.

  *h*   Signature of Applicant   10-29-2018   Date

I hereby authorize the Fayette County Marshal's Office to receive any criminal history record information pertaining to me which may be in the files of any state or local criminal justice agency in Georgia.

  Sung Choi    
Full Name Printed

  11964 Red Ivy Ln Fayetteville, GA 30215    
Address

Sex:   M   Race:   Asian   Date of Birth:   [REDACTED] 1980   Social Security No:   [REDACTED]  

Notary:   *Rozeena Tajani*   Date:   10/29/18    
Rozeena Tajani  
NOTARY PUBLIC  
Gwinnett County  
My Commission Expires 10-24-2020

## Verification

I, Sung Choi,  
 applicant, do solemnly swear, subject to criminal penalties for false swearing,  
 that the statements and answers made by me to the foregoing questions in  
 this application for a County of Fayette license as a dealer in alcoholic  
 beverages, are true, and no false or fraudulent statement or answer is made  
 therein to procure the granting of such license.

Sung Choi

Applicant's Signature

(full name signed in ink)

I certify that Sungnyun Choi has  
 provided me with proper documentation as verification of his/her identity;  
 documentation being: Georgia Driver License. I also certify that  
 he/she signed his/her name to the foregoing application after stating to me  
 that he/she knew and understood all statements and answers made therein,  
 and under oath actually administered by me, has sworn that said statements  
 and answers are true.

This 29 day of October, 2018.

(Affix Seal)

Rozeena Tajani  
 NOTARY PUBLIC  
 Gwinnett County  
 My Commission Expires 10-24-2020

Notary Public

## **Alcoholic Beverage Ordinance**

- ♦ My signature acknowledges that I have received a copy of the New Fayette County Alcoholic Beverage License Ordinance.
- ♦ It is my responsibility to know its content.
- ♦ This ordinance is strictly enforced.

Should you have any questions, please call this office at 770-305-5417.



Applicant's Signature  
*(full name signed in ink)*



MISCELLANEOUS PAYMENT RECPT#: 6505194  
FAYETTE COUNTY, GA  
140 Stonewall Avenue, West  
BE  
FAYETTEVILLE GA 30214

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DATE: 10/30/18 TIME: 16:14  
CLERK: 9597ttem DEPT:  
CUSTOMER#: 0

COMMENT:

CHG:  
321100 BACKGROUND 244.25  
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REVENUE:

1 10000001 321100 244.25  
ALCOHOLIC BEVERAGES LICENSES

CASH:

000 111113 244.25  
WELLS FARGO BANK/CON  
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AMOUNT PAID: 244.25

PAID BY: S-MART

PAYMENT METH: CHECK  
2249

REFERENCE: 10/30/2018

AMT TENDERED: 244.25

AMT APPLIED: 244.25

CHANGE: .00

# COMMERCIAL PURCHASE AND SALE AGREEMENT

Offer Date 09/24/2018

2018 Printing

## A. KEY TERMS AND CONDITIONS

1. **Purchase and Sale.** The undersigned buyer(s) ("Buyer") agree to buy and the undersigned seller(s) ("Seller") agree to sell the real property described below including all fixtures improvements and landscaping therein ("Property") on the terms and conditions set forth in this Agreement
  - a. **Property Identification:** Address 2664 Highway 92 South  
 City Fayetteville, County Fayette, Georgia, Zip Code 30215  
 MLS Number \_\_\_\_\_ Tax Parcel ID Number \_\_\_\_\_
  - b. **Legal Description:** The legal description of the Property is [select one of the following below]
    - ☒ (1) attached as an exhibit hereto,
    - ☐ (2) the same as described in Deed Book \_\_\_\_\_, Page \_\_\_\_\_ of the land records of the above county, OR
    - ☐ (3) Land Lot(s) \_\_\_\_\_ of the \_\_\_\_\_ District, \_\_\_\_\_ Section/GMD  
 Lot \_\_\_\_\_, Block \_\_\_\_\_, Unit \_\_\_\_\_, Phase/Section \_\_\_\_\_ of  
 the plat recorded in Plat Book \_\_\_\_\_, Page \_\_\_\_\_ et seq of the land records of the above county
2. **Purchase Price of Property to be Paid by Buyer.**  
 \$ \$580,000 plus inventory at cost
3. **Closing Costs.**  
 Seller's Contribution at Closing: \$ \$3,000
4. **Closing and Possession.**
  - a. **Closing Date:** On or before 11/20/2018
  - b. **Seller Retains Possession of Property Through:** \_\_\_\_\_
5. **Holder of Earnest Money ("Holder").**  
Keller Williams Realty Atl Part Newman
6. **Closing Attorney/Law Firm.**  
 Seller's closing attorney \_\_\_\_\_
7. **Earnest Money.** Earnest Money shall be paid by ☒ check ☐ cash or ☐ wire transfer of immediately available funds as follows
  - ☒ a. \$ \$5,000 as of the Offer Date
  - ☐ b. \$ \_\_\_\_\_ within \_\_\_\_\_ days from the Binding Agreement Date
  - ☐ c. \_\_\_\_\_
8. **Due Diligence Period:** Property is being sold subject to a Due Diligence Period of 30 days from the Binding Agreement Date
9. Buyer shall have 14 days from the Binding Agreement Date in which to furnish written title objections to Seller
10. Seller shall deliver Due Diligence Materials to Buyer within 10 days from Binding Agreement Date
11. Buyer ☒ may OR ☐ may not assign this Agreement in accordance with the terms of this Agreement
12. Disputes regarding earnest money shall be resolved by a reasonable interpretation by ☐ Holder OR ☒ arbitration.
13. **Brokerage Relationships in this Transaction.**
  - a. **Selling Broker is** Keller Williams Realty Atl Part Peachtree City and is:
    - (1) ☒ representing Buyer as a client
    - (2) ☐ working with Buyer as a customer
    - (3) ☐ acting as a dual agent representing Buyer and Seller
    - (4) ☐ acting as a designated agent where \_\_\_\_\_  
 has been assigned to exclusively represent Buyer
  - b. **Listing Broker is** Keller Williams Realty Atl Part Newman and is:
    - (1) ☒ representing Seller as a client
    - (2) ☐ working with Seller as a customer
    - (3) ☐ acting as a dual agent representing Buyer and Seller
    - (4) ☐ acting as a designated agent where \_\_\_\_\_  
 has been assigned to exclusively represent Seller
- c. **Material Relationship Disclosure:** The material relationships required to be disclosed by either Broker are as follows \_\_\_\_\_

14. **Time Limit of Offer.** The Offer set forth herein expires at 9 o'clock p m on the date 09/26/2018

Buyer(s) Initials

S-  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

Seller(s) Initials

\_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_



**B. CORRESPONDING PARAGRAPHS FOR SECTION A**

1. **Purchase Price and Method of Payment.** The Purchase Price shall be paid in U.S. Dollars at closing by wire transfer of immediately available funds, or such other form of payment acceptable to the closing attorney.
2. **Due Diligence.** Buyer has paid Seller the sum of \$25, the receipt of which is hereby acknowledged by Seller as option money for Buyer having the right to terminate this agreement during the Due Diligence Period. Prior to closing, Buyer and Buyer's agents shall have the right to enter upon Property at Buyer's expense and at reasonable times to inspect, survey, examine and test Property as Buyer may deem necessary as part of Buyer's acquisition of Property. Buyer shall indemnify and hold Seller and all Brokers harmless from and against any and all claims, injuries and damages to persons and/or property arising out of or related to the exercise of Buyer's rights hereunder. During the Due Diligence Period, Buyer may evaluate Property, the feasibility of the transaction, the availability and cost of financing, and any other matter of concern to Buyer. During the Due Diligence Period, Buyer shall have the right to terminate this Agreement upon notice to Seller if Buyer determines, based on an evaluation of the above, that it is not desirable to proceed with the transaction. In such event, Holder shall promptly refund Buyer's earnest money in accordance with the earnest money paragraph below.
3. **Earnest Money.**
  - a. **Receipt:** In the event Buyer terminates this Agreement during the Due Diligence Period or does not otherwise close this transaction, Buyer shall promptly return all Due Diligence materials to Seller. The earnest money shall be deposited into Holder's escrow/trust account (with Holder being permitted to retain the interest if the account is interest bearing) not later than (a) five (5) banking days after the Binding Agreement Date hereunder or (b) five (5) banking days after the date it is actually received if it is received after the Binding Agreement Date. If Buyer writes a check for earnest money and the same is deposited into Holder's escrow/trust account, Holder shall not be required to return the earnest money until the check has cleared the account on which the check was written. In the event any earnest money check is dishonored for any reason by the bank upon which it is drawn, Holder shall promptly give notice to Buyer and Seller. Buyer shall have 3 banking days after notice to deliver good funds to Holder. In the event Buyer does not timely deliver good funds, Seller shall have the right to terminate this Agreement upon written notice to Buyer.
  - b. **Entitlement to Earnest Money:** Subject to the Disbursement of earnest money paragraph below.
    - (1) Buyer shall be entitled to the earnest money upon (a) failure of the parties to enter into a binding agreement, (b) failure of any contingency or condition to which this Agreement is subject, (c) termination of this Agreement due to the default of Seller, (d) the termination of this Agreement in accordance with a specific right to terminate set forth in the Agreement, or (e) upon the closing of Property.
    - (2) Seller shall be entitled to the earnest money if this Agreement is terminated due to the default of Buyer. In such event, Holder may pay the earnest money to Seller by check, which if accepted and deposited by Seller, shall constitute liquidated damages in full settlement of all claims of Seller. It is agreed to by the parties that such liquidated damages are not a penalty and are a good faith estimate of Seller's actual damages, which damages are difficult to ascertain.
  - c. **Disbursement of Earnest Money:** Holder shall disburse Earnest Money only as follows: (a) at Closing, (b) upon a subsequent written agreement signed by Buyer and Seller, (c) as set forth below in the event of a dispute regarding earnest money, or (d) the failure of the parties to enter into a binding agreement (where there is no dispute over the formation or enforceability of the Agreement). No party shall seek damages from Holder, nor shall Holder be liable for any such damages, for any matter arising out of or related to the performance of Holder's duties hereunder.
  - d. **Disputes Regarding Earnest Money:** In the event Buyer or Seller notifies Holder of a dispute regarding the disposition of Earnest Money that Holder cannot resolve, Holder shall settle the dispute in accordance with method selected on the cover page of this Agreement.
    - (1) **Reasonable Interpretation by Holder:** In the event earnest money disputes are to be resolved by Holder herein, Holder may disburse the earnest money upon a reasonable interpretation of the Agreement, provided that Holder first gives all parties 10 days notice stating to whom and why the disbursement will be made. Any party may object to the proposed disbursement by giving written notice of the same to Holder within the ten (10) day notice period. Objections not timely made in writing shall be deemed waived. If Holder receives an objection and after considering it, decides to disburse the earnest money as originally proposed, Holder may do so and send notice to the parties of Holder's action. If Holder decides to modify its proposed disbursement, Holder shall first send a new ten (10) day notice to the parties stating the rationale for the modification and to whom the disbursement will now be made. If there is a dispute over the earnest money which the parties cannot resolve after a reasonable period of time, and where Holder has a bona fide question as to who is entitled to the earnest money, Broker may interplead the earnest money into a court of competent jurisdiction. Holder shall be reimbursed for and may deduct from any funds interpleaded, its costs and expenses, including reasonable attorney's fees actually incurred. The prevailing defendant in the interpleader lawsuit shall be entitled to collect its attorney's fees and court costs and the amount deducted by Holder from the non-prevailing defendant.
    - (2) **Arbitration:** In the event arbitration is selected as the method to resolve earnest money disputes, such disputes shall be resolved by arbitration in accordance with the Federal Arbitration Act 9 U.S.C. § 1 et seq. and the rules and procedures of the arbitration company selected to administer the arbitration. Upon making or receiving a demand for arbitration, the parties shall work together in good faith to select a mutually acceptable arbitration company with offices in Georgia to administer and conduct the arbitration. If the parties cannot mutually agree on an arbitration company, the company shall be selected as follows: Each party shall simultaneously exchange with the other party a list of three arbitration companies with offices in Georgia acceptable to that party to administer and conduct the arbitration. If there is only one (1) arbitration company that is common to both lists, that company shall administer and conduct the arbitration. If there is more than one arbitration company that is common to both lists, the parties shall either mutually agree on which arbitration company shall be selected or flip a coin to select the arbitration company. If there is not initially a common arbitration company on the lists, the parties shall repeat the process by expanding their lists by two each time until there is a common name on the lists selected by the parties. The decision of the arbitrator shall be final and the arbitrator shall have authority to award attorneys' fees and allocate the costs of arbitration as part of any final award.

- 4. Seller's Obligations at Closing.** At Closing, Seller shall deliver to Buyer (a) a Closing Statement (b) Limited Warranty Deed (c) FIRPTA Affidavit (indicating that Seller is not a "foreign person" or "foreign corporation" as that term is defined in Section 1445(f)(3) of the Internal Revenue Code of 1986), (d) an Affidavit of Seller's Residence Regarding Georgia Withholding Tax, establishing that Seller is exempt from the requirements of O.C.G.A. § 48-7-128, the Georgia Withholding Statute (or Affidavit of Exemption or Affidavit of Seller's Gain, if withholding is required), (e) a transfer tax declaration form properly signed and executed by Seller, and (f) all documents which Seller must execute under the terms of this Agreement to cause the Title Company to deliver to Buyer the Title Policy including, without limitation, a title affidavit from Seller to Buyer and to the Title Company in the form customarily used in Georgia commercial real estate transactions so as to enable the Title Company to issue Buyer the Title Policy with all standard exceptions deleted and subject only to the Permitted Exceptions and evidence reasonably satisfactory to Title Company of its due and proper authority and power to perform its obligations hereunder. In addition, Seller shall deliver to Buyer at Closing all documents/items indicated in Exhibit "C" if any. (All documents to be delivered by Seller under this paragraph including all documents/items indicated in Exhibit "C" are collectively "Seller's Closing Documents" )
- 5. Conditions to Closing.**
- a. Conditions in Favor of Buyer:** The obligation of Buyer to consummate the transaction contemplated herein is conditioned upon the following conditions precedent as of the Closing Date
- (1) All representations and warranties of Seller made herein shall remain true and correct,
  - (2) Seller shall have performed all of the covenants undertaken by Seller in this Agreement to be performed by Seller at or prior to Closing,
  - (3) Seller shall have delivered to the Buyer properly executed originals of Seller's Closing Documents,
  - (4) There shall have been no material adverse change in the physical condition of Property except as otherwise provided for in this Agreement, and
  - (5) The issuance at Closing of the Title Policy (or marked binder) with all standard exceptions deleted and subject only to the Permitted Exceptions
- b. Conditions in Favor of Seller:** The obligation of Seller to consummate the transaction contemplated herein is conditioned upon the following conditions precedent as of the Closing Date
- (1) All representations and warranties of Buyer made herein shall remain true and correct,
  - (2) Buyer shall have performed all of the covenants undertaken by Buyer in this Agreement to be performed by Buyer at or prior to Closing, and
  - (3) Buyer shall have (a) delivered to the Seller properly executed originals of the transfer tax declaration form, title policy documents, closing statement, and any other documents identified in Exhibit "C" that require Buyer's signature, and (b) paid the Purchase Price, plus or minus prorations and adjustments, to Seller
- 6. Costs.**
- a. Seller's Costs:** Seller shall pay the amount of Seller's Monetary Contribution at Closing, if any, referenced in this Agreement, the cost of recording any title curative document, including, without limitation, satisfactions of deeds to secure debt, quitclaim deeds and financing statement terminations; all deed recording fees and the fees of Seller's counsel
- b. Buyer's Costs:** Buyer shall pay the cost of Buyer's counsel and consultants, all transfer taxes, any costs in connection with Buyer's inspection of Property and any costs associated with obtaining financing for the acquisition of Property (including any intangibles tax, all deed recording fees and the cost of recording Buyer's loan documents), and the cost of any title examination, survey of the Property obtained by Buyer and any owner's or lender's title insurance
- 7. Taxes and Prorations.** Ad valorem property taxes, community association fees, solid waste and governmental fees and utility bills for which service cannot be terminated as of the date of closing, rents, tenant improvements costs and leasing commissions on Property for the calendar year in which the Closing takes place shall be prorated as of 12:01 a.m. on the Closing Date. In the event ad valorem property taxes are based upon an estimated tax bill or tax bill under appeal, Buyer and Seller shall, upon the issuance of the actual tax bill or the appeal being resolved, promptly make such financial adjustments between themselves as are necessary to correctly prorate the tax bill. In the event there are tax savings resulting from a tax appeal, third party costs to handle the appeal may be deducted from the savings for that tax year before re-prorating. Any pending tax appeal shall be deemed assigned to Buyer at closing
- 8. Title.**
- a. Warranties of Seller:** Seller warrants that at Closing, Seller shall convey good and marketable, fee simple title to Property to Buyer by limited warranty deed, subject only to the following exemptions
- (1) Liens for ad valorem taxes not yet due and payable,
  - (2) Those exceptions to which Buyer does not object or which Buyer waives in accordance with the Title Objections paragraph below
  - (3) Those Permitted Exceptions attached hereto and incorporated herein as an exhibit to which Buyer has agreed not to object. For all purposes under this Agreement, "Good and marketable, fee simple title" with respect to Property shall be such title (a) as is classified as "marketable" under the Title Standards of the State Bar of Georgia, and (b) as is acceptable to and insurable by a title insurance company doing business in Georgia ("Title Company") at standard rates on an American Land Title Association Owner's Policy ("Title Policy")

- b Title Objections.** Seller shall have until the Closing to cure all valid title objections (Title Cure Period). Seller shall satisfy any existing liens or monetary encumbrances identified by Buyer as title objections which may be satisfied by the payment of a sum certain prior to or at Closing. Except for Seller's obligations in the preceding sentence, if Seller fails to cure any other valid title objections of Buyer within the Title Cure Period (and fails to provide Buyer with evidence of Seller's cure satisfactory to Buyer and to the Title Company), Buyer may, as Buyer's sole remedies, (1) rescind the transaction contemplated hereby in which case Buyer shall be entitled to the return of Buyer's earnest money, (2) waive any such objections and elect to close the transaction contemplated hereby, irrespective of such title objections and without reduction of the Purchase Price, or (3) extend the Closing Date for a period of time not to exceed fifteen (15) days to allow Seller further time to cure such valid title objections. Failure to act in a timely manner under this paragraph shall constitute a waiver of Buyer's rights hereunder. Buyer shall have the right to re-examine title prior to Closing and notify Seller at Closing of any title objections which appear of record after the date of Buyer's initial title examination and before Closing.
- 9 Destruction of Property Prior to Closing.** If the Property is destroyed or substantially destroyed prior to Closing, Seller shall give Buyer prompt notice thereof, which notice shall include Seller's reasonable estimate of (1) the cost to restore and repair the damage, (2) the amount of insurance proceeds, if any, available for the same, and (3) whether the damage will be repaired prior to Closing. Upon notice to Seller, Buyer may terminate this Agreement within 7 days of receiving such notice from Seller. If Buyer does not terminate this Agreement, Buyer shall be deemed to have accepted Property with the damage and shall receive at Closing (1) any insurance proceeds which have been paid to Seller but not yet spent to repair the damage, and (2) an assignment of all unpaid insurance proceeds on the claim.
- 10 Representations and Warranties.**
- a Seller's Representations and Warranties.** As of the Binding Agreement Date and the Closing Date, Seller makes the representations and warranties to Buyer, if any, as indicated in Exhibit D, if attached.
- b Buyer's Representations and Warranties.** As of the Binding Agreement Date and the Closing Date, Buyer represents and warrants to Seller that Buyer has the right, power and authority to enter into this Agreement and to consummate the transaction contemplated by the terms and conditions of this Agreement, and the persons executing this Agreement on behalf of Buyer have been duly and validly authorized by Buyer to execute and deliver this Agreement and shall have the right, power and authority to enter into this Agreement and bind Buyer.
- 11 Brokerage.** Seller has agreed to pay Listing Broker(s) a real estate commission pursuant to that certain brokerage engagement agreement entered into between the parties and incorporated herein by reference ("Listing Agreement"). Pursuant to the terms of the Listing Agreement, the Listing Broker has agreed to share that commission with the Selling Broker.
- The closing attorney is hereby authorized and directed to pay the Broker(s) at closing, their respective commissions out of the proceeds of the sale. If the sale proceeds are insufficient to pay the full commission, the party owing the commission shall pay any shortfall at closing. If more than one Broker is involved in the transaction, the closing attorney is directed to pay each Broker its respective portion of said commission. The acceptance by the Broker(s) of a partial real estate commission at the closing shall not relieve the Seller of the obligation to pay the remainder thereof after the closing unless the Broker(s) have expressly and in writing agreed to accept the lesser amount in full satisfaction of the Broker(s) claim to a commission.
- 12 Disclaimer.** Buyer and Seller have not relied upon any advice or representations of Brokers other than what is included in this Agreement. Brokers shall have no duty to advise Buyer and Seller on any matter relating to the Property which could have been revealed through a survey, title search, Official Georgia Wood Infestation Report, inspection by a professional home inspector or construction expert, utility bill review, an appraisal, inspection by an environmental engineering inspector, consulting governmental officials or a review of this Agreement and transaction by an attorney, financial planner, mortgage consultant or tax planner. Buyer and Seller should seek independent expert advice regarding any matter of concern to them relative to the Property and this Agreement.
- 13 Assignment.** If Buyer does not have the right to assign this Agreement, then Buyer cannot assign this Agreement without the prior written permission of Seller. Any such approved assignment shall not release the original Buyer from any liabilities or obligations herein. Notice of such assignment shall be delivered to the Seller within 2 working days of execution, but not less than 5 days from closing. If Buyer has the right to assign this Agreement, then this Agreement may be assigned by the Buyer to any legal entity of which the Buyer or a principal or principals of Buyer own at least a 25% interest.
- 14 Time Limit of Offer.** The Time Limit of the Offer shall be the date and time referenced herein when the Offer expires unless prior to that date and time both of the following have occurred: (a) the Offer has been accepted by the party to whom the Offer was made, and (b) notice of acceptance of the Offer has been delivered to the party who made the Offer.

## C OTHER TERMS AND CONDITIONS

### 1 Notices

- a. Generally.** All notices given hereunder shall be in writing, legible and signed by the party giving the notice. In the event of a dispute regarding notice, the burden shall be on the party giving notice to prove delivery. The requirements of this notice paragraph shall apply even prior to this Agreement becoming binding. Notices shall only be delivered (1) in person, (2) by courier, overnight delivery service or by certified or registered U.S. mail (hereinafter collectively "Delivery Service"), or (3) by e-mail or facsimile. The person delivering or sending the written notice signed by a party may be someone other than that party.



- b. **Delivery of Notice:** A notice to a party shall be deemed to have been delivered and received upon the earliest of the following to occur: (1) the actual receipt of the written notice by a party; (2) in the case of delivery by a Delivery Service, when the written notice is delivered to an address of a party set forth herein (or subsequently provided by the party following the notice provisions herein); provided that a record of the delivery is created; (3) in the case of delivery electronically, on the date and time the written notice is electronically sent to an e-mail address or facsimile number of a party herein (or subsequently provided by the party following the notice provisions herein). Notice to a party shall not be effective unless the written notice is sent to an address, facsimile number or e-mail address of the party set forth herein (or subsequently provided by the party following the notice provisions herein).
- c. **When Broker Authorized to Accept Notice for Client:** Except where the Broker is acting in a dual agency capacity, the Broker and any affiliated licensee of the Broker representing a party in a client relationship shall be authorized agents of the party and notice to any of them shall for all purposes herein be deemed to be notice to the party. Notice to an authorized agent shall not be effective unless the written notice is sent to an address, facsimile number or e-mail address of the authorized agent set forth herein (or subsequently provided by the authorized agent following the notice provisions herein). Except as provided for herein, the Broker's staff at a physical address set forth herein of the Broker or the Broker's affiliated licensees are authorized to receive notices delivered by a Delivery Service. The Broker, the Broker's staff and the affiliated licensees of the Broker shall not be authorized to receive notice on behalf of a party in any transaction in which a brokerage engagement has not been entered into with the party or in which the Broker is acting in a dual agency capacity. In the event the Broker is practicing designated agency, only the designated agent of a client shall be an authorized agent of the client for the purposes of receiving notice.

## 2. Default.

- a. **Rights of Buyer or Seller:** A party defaulting under this Agreement shall be liable for the default. The non-defaulting party may pursue any lawful remedy against the defaulting party.
- b. **Rights of Broker:** In the event a party defaults under this Agreement, the defaulting party shall pay as liquidated damages to every broker involved in this transaction with whom the defaulting party does not have a brokerage engagement agreement an amount equal to the share of the commission the broker would have received had the transaction closed. For purposes of determining the amount of liquidated damages to be paid by the defaulting party, the written offer(s) of compensation to such broker and/or other written agreements establishing such broker's commission are incorporated herein by reference. The liquidated damages referenced above are a reasonable pre-estimate of the Broker(s)' actual damages and are not a penalty. In the event a Broker referenced herein either has a brokerage engagement agreement or other written agreement for the payment of a real estate commission with a defaulting party, the Broker shall only have such remedies against the defaulting party as are provided for in such agreement.
- c. **Attorney's Fees:** In any litigation or arbitration arising out of this Agreement, including but not limited to breach of contract claims between Buyer and Seller and commission claims brought by a broker, the non-prevailing party shall be liable to the prevailing party for its reasonable attorney's fees and expenses.

## 3. Other Provisions.

- a. **Warranties Transfer:** Seller agrees to transfer to Buyer, at closing, subject to Buyer's acceptance thereof (and at Buyer's expense, if there is any cost associated with said transfer), Seller's interest in any existing manufacturer's warranties, service contracts, termite treatment and/or repair guarantee and/or other similar warranties which, by their terms, may be transferable to Buyer.
- b. **Repairs:** All agreed upon repairs and replacements shall be performed in a good and workmanlike manner prior to closing.
- c. **Entire Agreement, Modification and Assignment:** This Agreement constitutes the sole and entire agreement between all of the parties, supersedes all of their prior written and verbal agreements and shall be binding upon the parties and their successors, heirs and permitted assigns. No representation, promise or inducement not included in this Agreement shall be binding upon any party hereto. This Agreement may not be amended or waived except upon the written agreement of Buyer and Seller. This Agreement may not be assigned by Buyer except with the written approval of Seller. Any assignee shall fulfill all the terms and conditions of this Agreement.
- d. **Survival of Agreement:** The following shall survive the closing of this Agreement: (1) the obligation of a party to pay a real estate commission; (2) any warranty of title; (3) all representations of Seller regarding the Property; (4) the section on condemnation; and (5) any obligations which the parties herein agree shall survive the closing or may be performed or fulfilled after the closing.
- e. **Governing Law and Interpretation:** This Agreement may be signed in multiple counterparts, each of which shall be deemed to be an original and shall be interpreted in accordance with the laws of Georgia. No provision herein, by virtue of the party who drafted it, shall be interpreted less favorably against one party than another. All references to time shall mean the time in Georgia. If any provision herein is to be unenforceable, it shall be severed from this Agreement while the remainder of the Agreement shall, to the fullest extent permitted by law, continue to have full force and effect as a binding contract.
- f. **Time of Essence:** Time is of the essence of this Agreement.
- g. **Terminology:** As the context may require in this Agreement, (1) the singular shall mean the plural and vice versa, and (2) all pronouns shall mean and include the person, entity, firm, or corporation to which they relate. The letters "N/A" or "N/A" if used in this Agreement shall mean "Not Applicable", except where the context would indicate otherwise.
- h. **Binding Agreement Date:** The Binding Agreement Date shall be the date when a party to this transaction who has accepted an offer or counteroffer to buy or sell real property delivers notice of that acceptance to the party who made the offer or counteroffer in accordance with the Notices section of the Agreement. Notice of the Binding Agreement Date may be delivered by either party (or the Broker working with or representing such party) to the other party. If notice of accurate Binding Agreement Date is delivered, the party receiving notice shall sign the same and immediately return it to the other party.
- i. **Duty to Cooperate:** All parties agree to do all things reasonably necessary to timely and in good faith fulfill the terms of this Agreement. Buyer and Seller shall execute and deliver such certifications, affidavits, and statements required by law or reasonably requested by the closing attorney, mortgage lender and/or the title insurance company to meet their respective requirements.
- j. **Electronic Signatures:** For all purposes herein, an electronic or facsimile signature shall be deemed the same as an original signature provided however that all parties agree to promptly re-execute a conformed copy of this Agreement with original signatures if requested to do so by the buyer's mortgage lender or the other party.
- k. **Extension of Deadlines:** No time deadline under this Agreement shall be extended by virtue of it falling on a Saturday, Sunday or federal holiday except for the date of closing.

- l. GAR Forms** The Georgia Association of REALTORS® Inc. (GAR) issues certain standard real estate forms. These GAR forms are frequently provided to the parties in real estate transactions. No party is required to use any GAR form. Since these forms are generic and written with the interests of multiple parties in mind, they may need to be modified to meet the specific needs of the parties using them. If any party has any questions about his or her rights and obligations under any GAR form he or she should consult an attorney. The parties hereto agree that the GAR forms may only be used in accordance with the licensing agreement of GAR. While GAR forms may be modified by the parties, no GAR form may be reproduced with sections removed, altered or modified unless the changes are visible on the form itself or in a stipulation, addendum, exhibit or amendment thereto.
- m. No Authority to Bind** No Broker or affiliated licensee of Broker, by virtue of this status, shall have any authority to bind any party hereto to any contract, provisions herein, amendments hereto, or termination hereof. However, if authorized in this Agreement, Broker shall have the right to accept notice on behalf of a party.
- n. Condemnation:** Seller shall (1) immediately notify Buyer if the Property becomes subject to a condemnation proceeding, and (2) provide Buyer with the details of the same. Upon receipt of such notice, Buyer shall have the right, but not the obligation for 7 days thereafter, to terminate this Agreement upon notice to Seller in which event Buyer shall be entitled to a refund of all earnest money and other monies paid by Buyer toward the Property without deduction or penalty. If Buyer does not terminate the Agreement within this time frame, Buyer agrees to accept the Property less any portion taken by the condemnation and if Buyer closes, Buyer shall be entitled to receive any condemnation award or negotiated payment for all or a portion of the Property transferred or conveyed in lieu of condemnation.
- 4. Beware of Cyber Fraud:** Fake e-mails attempting to get you to wire money to criminal computer hackers are increasingly common in real estate transactions. Under this scam, computer hackers fraudulently assume the online identity of the actual mortgage lender, closing attorney and/or real estate broker with whom you are working in the real estate transaction. Posing as a legitimate company, they then direct you to wire money to them. In many cases, the fake e-mail is sent from what appears to be the authentic web page of the legitimate company responsible for sending the wiring instructions. You should use great caution in wiring funds based solely on wiring instructions sent to you by e-mail. Independently verifying the wiring instructions with someone from the company sending them is the best way to prevent fraud. In particular, you should treat as highly suspect any follow up e-mails you receive from a mortgage lender, closing attorney and/or real estate broker directing you to wire funds to a revised account number. Never verify wiring instructions by calling a telephone number provided along with a second set of wiring instructions since you may end up receiving a fake verification from the computer hackers trying to steal your money. Independently look up the telephone number of the company who is supposed to be sending you the wiring instructions to make sure you have the right one.
- 5. Exhibits and Addenda.** All exhibits and/or addenda attached hereto, listed below, or referenced herein are made a part of this Agreement. If any such exhibit or addendum conflicts with any preceding paragraph, said exhibit or addendum shall control.
- ☒ Exhibit "A" Legal Description
- ☐ Exhibit "B" Due Diligence Materials
- ☐ Exhibit "C" Addition to Seller's Closing Documents
- ☐ Exhibit "D" Seller's Warranties and Representations
- ☐ Exhibit "E" Permitted Title Exceptions
- ☐ Other \_\_\_\_\_
- ☐ Other \_\_\_\_\_
- ☐ Other \_\_\_\_\_
- ☐ Other \_\_\_\_\_

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

1. Contingent upon Buyers ability to obtain a Loan.
2. Contingent upon Buyers obtaining a Beer, Wine and Lottery license.
3. Contingent upon Buyers being satisfied with environmental conditions of the property.
4. Buyers have the right to incorporate before closing.

Additional Special Stipulations ☐ are or ☒ are not attached

**Buyer Acceptance and Contact Information**

Sung Choi - S-ABLE Co

1 Buyer's Signature  
 S-ABLE Co. Sung Choi 09.20.2018  
 Print or Type Name Date  
 4103 Johns Creek Cir, Johns Creek, GA 30097  
 Buyer's Address for Receiving Notice

Buyer's Phone Number ☒ Cell ☐ Home ☐ Work  
 s-ableco@outlook.com  
 Buyer's E-mail Address

2 Buyer's Signature  
 N/A 09-25-2018  
 Print or Type Name Date

Buyer's Address for Receiving Notice

Buyer's Phone Number ☐ Cell ☐ Home ☐ Work

Buyer's E-mail Address

Additional Signature Page (F149) ☐ is ☒ is not attached.

**Selling Broker/Affiliated Licensee Contact Information**

Keller Williams Realty Atlanta Part Peachtree City

Selling Brokerage Firm

Angie McKernan

Broker/Affiliated Licensee Signature Date  
 Angie McKernan 376845

Print or Type Name GA Real Estate License #

770-584-8187 678-868-1878

Licensee's Phone Number Fax Number

angiemckernan@kw.com

Licensee's E-mail Address

Fayette Board

REALTOR® Membership

1200 Commerce Dr, Ste 110

Broker's Address

Peachtree City, GA 30269

770-632-1112 770-632-1117

Broker's Phone Number Fax Number

KWFS08 H-46676

MLS Office Code Brokerage Firm License Number

**Seller Acceptance and Contact Information**

Brian Corbin

1 Seller's Signature  
 Brian Corbin 09/20/2018  
 Print or Type Name Date  
 571 Inman Rd, Fayetteville, GA 30215  
 Seller's Address for Receiving Notice

Seller's Phone Number ☒ Cell ☐ Home ☐ Work

Seller's E-mail Address

2 Seller's Signature  
 N/A 9-25-2018  
 Print or Type Name Date

Seller's Address for Receiving Notice

Seller's Phone Number ☐ Cell ☐ Home ☐ Work

Seller's E-mail Address

Additional Signature Page (F149) ☐ is ☒ is not attached

**Listing Broker/Affiliated Licensee Contact Information**

Keller Williams Realty Atlanta Partners Newnan

Listing Broker Firm

Mark McKernan

Broker/Affiliated Licensee Signature Date  
 Mark D McKernan 141626

Print or Type Name GA Real Estate License #

770-584-8130 678-868-1878

Licensee's Phone Number Fax Number

gasdistributor12@aol.com

Licensee's Email Address

Atlanta Board

REALTOR® Membership

354 Newnan Crossing Bypass #235

Broker's Address

Newnan, GA 30263

770-252-2266 770-252-1216

Broker's Phone Number Fax Number

KWRS07 H-46676

MLS Office Code Brokerage Firm License Number

**Binding Agreement Date:** The Binding Agreement Date in this transaction is the date of 9-25-2018  
 and has been filled in by [Signature]

**AMENDMENT TO AGREEMENT****AMENDMENT #** Exhibit B**Date:** 09/25/2018*Georgia* **REALTORS®**

2018 Printing

**Whereas** the undersigned parties have entered into a certain Agreement between Sung Choi - S-ABLE Co. ("Buyer") and Brian Corbin - Flint River Store Inc ("Seller") with a Binding Agreement Date of 09/25/2018 for the purchase and sale of real property located at 2664 Highway 92 South Fayetteville, Georgia 30215, and

**Whereas** the undersigned parties desire to amend the aforementioned Agreement, it being to the mutual benefit of all parties to do so,

Now therefore, for and in consideration of the sum of Ten Dollars (\$10) and other valuable considerations paid by each to the other the receipt and sufficiency of which are hereby acknowledged the parties hereto agree to modify and amend the aforementioned Agreement as follows [Note The following language is furnished by the parties and is particular to this transaction]

1. Chain-link fence located on the side of the store is not included in the Sale of the property.

Additional pages ☐ are or ☒ are not attached.

It is agreed by the parties hereto that all of the other terms and conditions of the aforementioned Agreement shall remain in full force and effect other than as modified herein Upon execution by all parties, this Amendment shall be attached to and form a part of said Agreement

*Sung Choi*  
1 Buyer's Signature

2 Buyer's Signature

*Brian Corbin*  
1 Seller's Signature

2 Seller's Signature

Additional Signature Page (F149) ☐ is ☒ is not attached.

Keller Williams Realty Atlanta Partners Peachtree City  
Selling Brokerage Firm

*Angie McKernan*  
Broker/Affiliated Licensee Signature

Fayette Board  
REALTOR® Membership

Additional Signature Page (F149) ☐ is ☒ is not attached.

Keller Williams Realty Atlanta Partners Newnan  
Listing Brokerage Firm

*Mark McKernan*  
Broker/Affiliated Licensee Signature

*Atlanta Board of Realtors*  
REALTOR® Membership

**Acceptance Date.** The above Amendment is hereby accepted, 11 o'clock a m. on the date of 9/25/18 ("Acceptance Date") This Amendment will become binding upon the parties when notice of the acceptance of the Amendment has been received by offeror The offeror shall promptly notify offeree when acceptance has been received

**FAYETTE COUNTY PLANNING AND ZONING DEPARTMENT**

**140 STONEWALL AVENUE WEST**

**FAYETTEVILLE, GEORGIA 30214**

**(770) 305-5421**

**TO:** Fayette County News

**FROM:** Nicole Anderson, Code Enforcement

**DATE:** November 13, 2018

**SUBJECT:** Public Hearing for the Approval of a License to Sell and Allow on  
Premise Consumption of Alcoholic Beverages.

Ad to run: 11/28/2018



**Legal Notice Number:**

**NOTICE OF PUBLIC HEARING FOR THE APPROVAL OF A LICENSE TO  
SELL AND ALLOW ON PREMISE CONSUMPTION OF ALCOHOLIC  
BEVERAGES.**

**PUBLIC HEARING** to be held before the Fayette County Board of Commissioners on **December 13, 2018**, in the Fayette County Administrative Complex, 140 Stonewall Avenue West, Public Meeting Room, First Floor, Fayetteville, Georgia at 6:30 P.M.

**An application has been submitted to the Fayette County Board of Commissioners for a license to sell and allow on premise consumption of alcoholic beverages at the following location: 2664 Highway 92S, Fayetteville, Georgia 30215. The business name is S-Mart. Sung Choi has requested to be appointed as the licensee. The Board of Commissioners will consider the proposed application on Thursday, December 13, 2018 at 6:30 P.M.**

A copy of the above is available in the office of the Fayette County Planning and Zoning Department, 140 Stonewall Avenue West, Suite 202, Fayetteville, Georgia.

This 13<sup>th</sup> day of November, 2018.

Nicole Anderson, Code Enforcement Officer  
Division of the Marshal's Office

Ad to run: 11/28/18



October 26, 2018

S-Able Company LLC  
2664 Hwy 92 S  
Fayetteville, GA 30215

**RE: CERTIFICATE OF FIRE SAFETY COMPLIANCE**

Dear Owner/Occupant:

Enclosed is your Certificate of Fire Safety Compliance for your business. Please display this with your business license. The certificate will be issued only once and it must be posted in plain view and remain on premises at all times.

Sincerely,

**Fayette County Bureau of Fire Prevention**

James D. Hall  
Fire Marshal

JH: cn

Enclosure

2018\_0183

# Fayette County Fire

## Fire Safety Compliance Certificate

S-Able Company LLC

2664 Hwy 92 S

This permit is subject to the condition(s) cited below:

Valid, provided the internal or external features of the building are not materially altered, the type of occupancy remains unchanged or there has been no fire of serious consequence, or other hazard discovered. Certificate not transferable.

Effective: 10/26/2018

Expires: 10/26/2068

Fee \$50

James D. Hall, Fire Marshal



X



**Required Supporting Documentation**

Survey showing a scale drawing ✓ on file

Attach affidavit of each person whose name appears on application for license N/A

Copy of deed or lease ✓

A background check(s) N/A

Affidavit stating the licensee and license representative is 21 year age, a resident of the state and a manager of the business \_\_\_\_\_

Zoning letter N/A on file N/A date 10/31/18

Fire Marshal letter ✓

Copy of State Alcohol license N/A

Copy of Secretary of state current registration N/A

Copy of annual report of alcohol sales percentage N/A

Fingerprint by Sheriff Office ✓ N/A

# STATE OF GEORGIA

## Secretary of State

Corporations Division

313 West Tower

2 Martin Luther King, Jr. Dr.

Atlanta, Georgia 30334-1530

### NAME RESERVATION CONFIRMATION

Entity Name: S-ABLE Co.

Filed Date: 09/14/2018

Name Reservation Number: 16225828

Filer Name: Sung Choi

Filer Address: 4103 Johns Creek Cir, Johns Creek, GA, 30097, USA.

Amount Paid: \$25.00

Approved by: Brandon Smith

The above name has been reserved. To use the name reservation number when filing entity formation documents, use the exact entity name as it appears on this confirmation receipt.

**Name reservations are valid for 30 days.**



Brian P. Kemp  
Secretary of State

Control Number : 18119270

# STATE OF GEORGIA

## Secretary of State

Corporations Division

313 West Tower

2 Martin Luther King, Jr. Dr.

Atlanta, Georgia 30334-1530

### CERTIFICATE OF ORGANIZATION

I, **Brian P. Kemp**, the Secretary of State and the Corporation Commissioner of the State of Georgia, hereby certify under the seal of my office that

**S-ABLE Co. LLC**

a Domestic Limited Liability Company

has been duly organized under the laws of the State of Georgia on **09/25/2018** by the filing of articles of organization in the Office of the Secretary of State and by the paying of fees as provided by Title 14 of the Official Code of Georgia Annotated.

WITNESS my hand and official seal in the City of Atlanta  
and the State of Georgia on **10/05/2018**.



A handwritten signature in black ink, appearing to read 'B: P. Kemp', written in a cursive style.

Brian P. Kemp  
Secretary of State

**ARTICLES OF ORGANIZATION**

\*Electronically Filed\*

Secretary of State

Filing Date: 9/25/2018 3:23:51 PM

**ARTICLE 1. ORGANIZATION**

**CONTROL NUMBER** 18119270  
**BUSINESS NAME** S-ABLE Co. LLC  
**BUSINESS TYPE** Domestic Limited Liability Company  
**EFFECTIVE DATE** 09/25/2018

**ARTICLE 2. OFFICE**

**ADDRESS** 4103 Johns Creek Cir, Johns Creek, GA, 30097, USA

**ARTICLE 3. MEMBERS**

NAME	ADDRESS	COUNTY
Sung Choi	4103 Johns Creek Cir, Johns Creek, GA, 30097, USA	Fulton

**ARTICLE 4. MANAGERS**

NAME	TITLE	ADDRESS
Sung Choi	ORGANIZER	4103 Johns Creek Cir, Johns Creek, GA, 30097, USA

**ARTICLE 5. ADDITIONAL INFORMATION**

N/A

**ARTICLE 6. SIGNATURES**

**AUTHORIZER SIGNATURE** Sung Choi  
**AUTHORIZER TITLE** Organizer

#### 14. FAYETTE COUNTY

gpn02

Legal 1248

**NOTICE OF PUBLIC  
HEARING FOR THE  
APPROVAL OF A LICENSE  
TO SELL AND ALLOW ON  
PREMISE CONSUMPTION  
OF ALCOHOLIC  
BEVERAGES.**

PUBLIC HEARING to be held before the Fayette County Board of Commissioners on December 13, 2018, in the Fayette County Administrative Complex, 140 Stonewall Avenue West, Public Meeting Room, First Floor, Fayetteville, Georgia at 6:30 P.M.

An application has been submitted to the Fayette County Board of Commissioners for a license to sell and allow on premise consumption of alcoholic beverages at the following location: 2664 Highway 92S, Fayetteville, Georgia 30215. The business name is S-Mart. Sung Chiot has requested to be appointed as the licensee. The Board of Commissioners will consider the proposed application on Thursday, December 13, 2018 at 6:30 P.M.

A copy of the above is available in the office of the Fayette County Planning and Zoning Department, 140 Stonewall Avenue West, Suite 202, Fayetteville, Georgia.

This 13th day of November, 2018.

Nicole Anderson,  
Code Enforcement Officer  
Division of the  
Marshal's Office

November 28, 2018

# COUNTY AGENDA REQUEST

Page 32 of 258

Department: Board of Commissioners

Presenter(s): Tameca White, County Clerk

Meeting Date: Thursday, December 13, 2018

Type of Request: Consent **Item #2**

## Wording for the Agenda:

Approval of the County Clerk's recommendation to adopt the 2019 County Commissioner Meeting Schedule.

## Background/History/Details:

Each year, the Board of Commissioners formally adopts its meeting schedule. The meeting schedule is then distributed to citizens, the media, and to staff. The adopted meeting schedule is also added to the County's website for reference.

Typically, the months of November and December have only one meeting per month as the second Thursday of each month falls on a nationally recognized holiday.

Meetings that are moved to Tuesday are to accommodate the ACCG training schedule for 2019. Those with certification must acquire 18 hours of continuing education to maintain certification.

Proposed meeting time for the April 23, November 14 and December 12 meetings is 2:00 p.m.

## What action are you seeking from the Board of Commissioners?

Approval of the County Clerk's recommendation to adopt the 2019 County Commissioner Meeting Schedule.

## If this item requires funding, please describe:

Not Applicable.

Has this request been considered within the past two years? No

If so, when?

Is Audio-Visual Equipment Required for this Request? No

Backup Provided with Request? Yes

*\* All audio-visual material must be submitted to the County Clerk's Office no later than 48 hours prior to the meeting. It is also your department's responsibility to ensure all third-party audio-visual material is submitted at least 48 hours in advance.*

Approved by Finance Not Applicable

Reviewed by Legal

Approved by Purchasing Not Applicable

County Clerk's Approval Yes

Administrator's Approval

## Staff Notes:

## 2019 COUNTY COMMISSION MEETING SCHEDULE

**THIS SCHEDULE REFLECTS THE CURRENT MEETING FORMAT FOR MEETINGS AS FOLLOWS:**

**REGULAR MEETINGS ON THE 2ND AND 4TH THURSDAY OF EACH MONTH AT 6:30 P.M.:** Agendas for these “Regular” meetings can include any subject but in particular, matters of interest to the general public such as public hearings on rezoning petitions, budget discussions, and requests from County Departments that require action by the Board, etc. Thursday meetings include a time for “Public Comment” when attendees can speak to the Board on any subject not on the meeting’s agenda. Attendees will be permitted to speak on Agenda items as they are addressed in the meeting. Agendas are prepared and published in advance. All sessions are open to the public and are attended by members of the Press.

Canceled meetings, special called meetings and special topic workshops are announced in accordance with requirements of State law. **\*PLEASE NOTE THAT DURING THE MONTHS OF NOVEMBER AND DECEMBER, THE TYPICAL MEETING DATES ARE OFTEN ALTERED TO ACCOMMODATE HOLIDAY SCHEDULES.**

DATE	TIME	NOTES		DATE	TIME	NOTES
January 10	6:30 p.m.	Organizational Meeting		July 11	6:30 p.m.	
January 24	6:30 p.m.			July 25	6:30 p.m.	
February 14	6:30 p.m.			August 8	6:30 p.m.	
February 28	6:30 p.m.			August 22	6:30 p.m.	
March 14	6:30 p.m.			September 12	6:30 p.m.	
March 28	6:30 p.m.			September 26	6:30 p.m.	
April 11	6:30 p.m.			October 10	6:30 p.m.	
Tuesday, April 23	2:00 p.m.	ACCG Annual Conference-Savannah- April 26-29		October 24	6:30 p.m.	
May 9	6:30 p.m.			November 14	2:00 p.m.	
May 23	6:30 p.m.			November 28	No Meeting	Thanksgiving Day
June 13	6:30 p.m.			December 12	2:00 p.m.	
June 27	6:30 p.m.			December 26	No Meeting	Christmas Holiday

- Yellow highlighted dates indicate the 2:00 p.m. time change
- Blue highlighted date indicates the Tuesday meeting change



# Lifelong Learning Academy 2019

## Education Calendar

(Updated: November 1, 2018)

Offered Jointly with



**Carl Vinson  
Institute of Government**  
UNIVERSITY OF GEORGIA

### KICK OFF YOUR CORE

Central Georgia Technical College,  
Macon-Bibb County  
January 18

- CORE: County Government Law
- CORE: Economic Development
- CORE: Ethics

### CAPITOL CONNECTION CONFERENCE

Omni Hotel, Atlanta / Fulton County  
February 27

- CORE: County Government Finance
- CORE: Human Resources
- CORE: Public Safety & Public Health
- Specialty: Navigating Change (CE)
- Specialty: Managing Meetings (COM)
- Specialty: Voice of Leadership (LD)
- Specialty: Public Safety: Developing Collaborative Strategies & Practices (PS)
- Specialty: Federal & State Budgeting (RF)

### SPRING TRAINING

Page 34 of 258

UGA Tifton Campus Conference Center,  
Tifton / Tift County

March 21

- CORE: Property Appraisal and Taxation [Day 1 of 2]
- CORE: County Government Finance
- CORE: Economic Development
- Specialty: Civic Engagement (CE)
- Specialty: Capital Improvement Planning (COM)
- Specialty: Constitutional Officers (IR)
- Specialty: Citizen Public Safety Initiatives (PS)
- Specialty: Developing Financial Policies (RF)

### SPRING TRAINING (CONTINUED)

March 22

- CORE: Property Appraisal and Taxation [Day 2 of 2]
- CORE: County Government Law
- CORE: Ethics
- Specialty: Public Works & Transportation (COM)
- Specialty: Using Incentives for Economic Development (ECD)
- Specialty: Crisis Management (IR)
- Specialty: Building Sustainable Communities (QL/SI)
- Specialty: Identifying Funding for Community Enhancements (QL/SI)

### ANNUAL CONFERENCE

Savannah International Trade and Convention Center,  
Savannah / Chatham County

April 26

- CORE: County Government Finance
- CORE: County Government Law
- CORE: Human Resources
- CORE: Public Safety & Public Health
- Specialty: Getting Your Message Out (CE)
- Specialty: Commission-Staff Relations (COM)
- Specialty: Technology Solutions (COM)
- Specialty: Revitalizing Your Community (ECD)
- Specialty: Understanding Local Economic Development Assets (ECD)
- Specialty: Resolving Conflict (IR)
- Specialty: Motivation & Successful Leadership (LD)
- Specialty: Understanding Leadership Styles (LD)
- Specialty: Fire, EMS, & 9-1-1 (PS)
- Specialty: Mental Health & the Criminal Justice System (PS)
- Specialty: Demographics & Diverse Perspectives (QL/SI)
- Specialty: Transportation Funding: Options & Strategies (RF)

(Continued on next page)

### Please Note:

ACCG will make every effort to keep the class schedule as it is here. However, from time to time, there could be changes made. Please watch the final registration for final details.

Class size may be limited – watch the individual session registrations for this information.

ACCG Attendance Policy: Participants must attend the entire class to receive credit. Partial credit will not be awarded.

### Specialty Track Codes

**CE** – Citizen Engagement  
**LD** – Leadership Development  
**COM** – County Operations & Management  
**PS** – Public Safety  
**ECD** – Economic & Community Development  
**QL/SI** – Quality of Life/Social Issues  
**IR** – Intergovernmental Relations  
**RF** – Revenue & Finance



**ANNUAL CONFERENCE (CONTINUED)****April 29**

- CORE: Economic Development
- CORE: Ethics
- CORE: Public Safety & Public Health
- Specialty: County Insurance & Risk Management (COM)
- Specialty: Managing Growth (ECD)
- Specialty: Working with School Boards, Authorities, & Other Partners (IR)
- Specialty: Addressing Complex Community Issues (QL/SI)
- Specialty: The County Audit Process (RF)

**LEADERSHIP INSTITUTE****Great Wolf Lodge, Troup County****May 15- 17****SUMMER TRAINING****Marriott Evergreen Conference Center****Stone Mountain / DeKalb County****June 6**

- CORE: Property Appraisal and Taxation [Day 1 of 2]
- Specialty: Successfully Negotiating Service Delivery Strategy Agreements (IR)
- Specialty: Board Dynamics (LD)
- Specialty: Courts & the Justice System (PS)

**SUMMER TRAINING (CONTINUED)****June 7**

- CORE: Property Appraisal and Taxation [Day 2 of 2]
- CORE: Human Resources
- Specialty: County Retirement Programs (COM)
- Specialty: Understanding & Using Power and Influence Effectively (LD)
- Specialty: Efficiencies in County Finance (RF)

**LEADERSHIP INSTITUTE****Union County Community Center,****Blairsville / Union County****August 21-23****LEGISLATIVE LEADERSHIP CONFERENCE****The Classic Center, Athens-Clarke County****October 2**

- CORE: County Government 101
- CORE: County Government Finance
- CORE: Economic Development
- CORE: Ethics
- Specialty: Effective County Government (CE)
- Specialty: Air, Land & Water: County Challenges and Responsibilities (COM)
- Specialty: Workforce Development (ECD)
- Specialty: Navigating L.O.S.T. Without Getting Lost (IR)

**October 4**

- CORE: County Government Law
- CORE: Human Resources
- CORE: Public Safety & Public Health
- Specialty: Collaborative Leadership (LD)
- Specialty: Law Enforcement in Counties: Principles, Partners, & Practices (PS)
- Specialty: Health & Wellness (QL/SI)
- Specialty: Intergovernmental Agreements & Private Partnerships (RF)

**LEADERSHIP INSTITUTE****Location TBD****December 4-6****CERTIFICATION HOURS**

• To receive CORE Certification, participants must complete 9 required courses covering 66 hours. Upon completion county commissioners achieve the status of "Certified County Commissioner" and are eligible for a \$100 monthly stipend from their county.

• To obtain Specialty Track Certification, participants must complete eight (8) courses in the track, a minimum of 5 must be primary courses with a maximum of 3 courses that are designated as cross-over courses.

**CONTINUING EDUCATION**

In order to maintain core and specialty certifications, commissioners who took office on or after January 1, 2013 are required to earn 18 hours of continuing education annually. These hours can be earned by taking additional specialty courses and attending ACCG conferences and meetings including district meetings and policy committee meetings. Commissioners who took office prior to this date are also strongly encouraged to participate in continuing education opportunities.

**WATCH YOUR PROGRESS!**

Keep up with your ACCG Lifelong Learning Academy record through the ACCG Dashboard.

- If you were elected prior to 2012, your user ID is the first letter of your first name and your full last name, and your password is your county's name. These should be all lower case. (For example, you are fictional commissioner John Doe from Campbell County. Your user ID would be jdoo, your password would be campbell.)
- If you were elected in 2012 or later, your user ID is the first two letters of your first name and your full last name, and your password is your county's name. These should be all lower case. (For example, you are fictional commissioner John Doe from Campbell County. Your user ID would be jdoo, your password campbell.)

**QUESTIONS? Contact Us!****Jeff Christie**

ACCG Leadership Development Director  
(706) 340-9597, JChristie@ACCG.org

**Nicole Logan**

ACCG Leadership Development Coordinator  
(404) 589-7842, NLogan@ACCG.org

# COUNTY AGENDA REQUEST

Page 36 of 258

Department:

Presenter(s):

Meeting Date:

Type of Request:

## Wording for the Agenda:

Approval of staff's recommendation to award Quote #1587-A: 2017 SPLOST; Stormwater Category I; 330 Oak Street Culvert Replacement to Crawford Grading in the amount of \$99,414.80; and amend the 2017 SPLOST Stormwater Fund (32240320) reallocating \$50,000 from Category II Tier II (17SAQ-118 Davis Road) to 330 Oak Street (5509H).

## Background/History/Details:

On March 21, 2017, the citizens of Fayette County voted to enact a Special Purpose Local Option Sales Tax (SPLOST) to replace failing infrastructure throughout the unincorporated area of Fayette County. Oak Street Culvert Replacement is listed as a SPLOST Category I project. This project replaces an 18-inch diameter corrugated metal pipe culvert under Oak Street with a 36-inch diameter concrete pipe.

Staff is recommending to award Quote #1587-A: 2017 SPLOST; Stormwater Category I; 330 Oak Street Culvert Replacement to Crawford Grading & Pipeline, Inc. in the amount of \$99,414.80. Rock removal is anticipated in order to install the larger diameter pipe; therefore the lowest quoted amount includes the total base bid plus a trench rock option. Reallocation of additional funding is needed for bid award.

## What action are you seeking from the Board of Commissioners?

Approval of staff's recommendation to award Quote #1587-A: 2017 SPLOST; Stormwater Category I; 330 Oak Street Culvert Replacement to the lowest bidder, Crawford Grading & Pipeline, Inc. in the amount of \$99,414.80; and amend the 2017 SPLOST Stormwater Fund (32240320) reallocating \$50,000 from Category II Tier II (17SAQ-118 Davis Road) to 330 Oak Street (5509H).

## If this item requires funding, please describe:

Funding is available in 2017 SPLOST; Stormwater Category I; 330 Oak Street 5509H and 2017 SPLOST Category II Tier II 17SAQ-118 Davis Road.

Has this request been considered within the past two years?

If so, when?

Is Audio-Visual Equipment Required for this Request?\*

Backup Provided with Request?

**\* All audio-visual material must be submitted to the County Clerk's Office no later than 48 hours prior to the meeting. It is also your department's responsibility to ensure all third-party audio-visual material is submitted at least 48 hours in advance.**

Approved by Finance

Reviewed by Legal

Approved by Purchasing

County Clerk's Approval

Administrator's Approval

## Staff Notes:



**Purchasing Department**  
 140 Stonewall Avenue West, Ste 204  
 Fayetteville, GA 30214  
 Phone: 770-305-5420  
[www.fayettecountyga.gov](http://www.fayettecountyga.gov)

To: Steve Rapson

From: Ted L. Burgess

Date: December 13, 2018

Subject: Request for Quotes #1587-A: Oak Street Storm Drain

The 2017 Special Purpose Local Option Sales Tax (SPLOST) list of Category I (Flooding and Safety) projects includes upgrades to a cross-drain at 330 Oak Street, in the county portion of Deep Forest subdivision, to reduce the risk of flooding.

The Purchasing Department issued Request for Quotes (RFQ) #1587-A to obtain quotes from general contractors for the project. Emails were sent to 23 contractors who are registered on the county's bidders' list or have bid previously. Another 560 were contacted through the web-based Georgia Procurement Registry, using commodity codes 91345 (Construction, Sewer & Storm Drain) and 91381 (Maintenance & Repair, Sewer & Storm Drain). Notification was provided via the Greater Georgia Black Chamber of Commerce and the Georgia Local Government Access Marketplace ([www.glga.org](http://www.glga.org)).

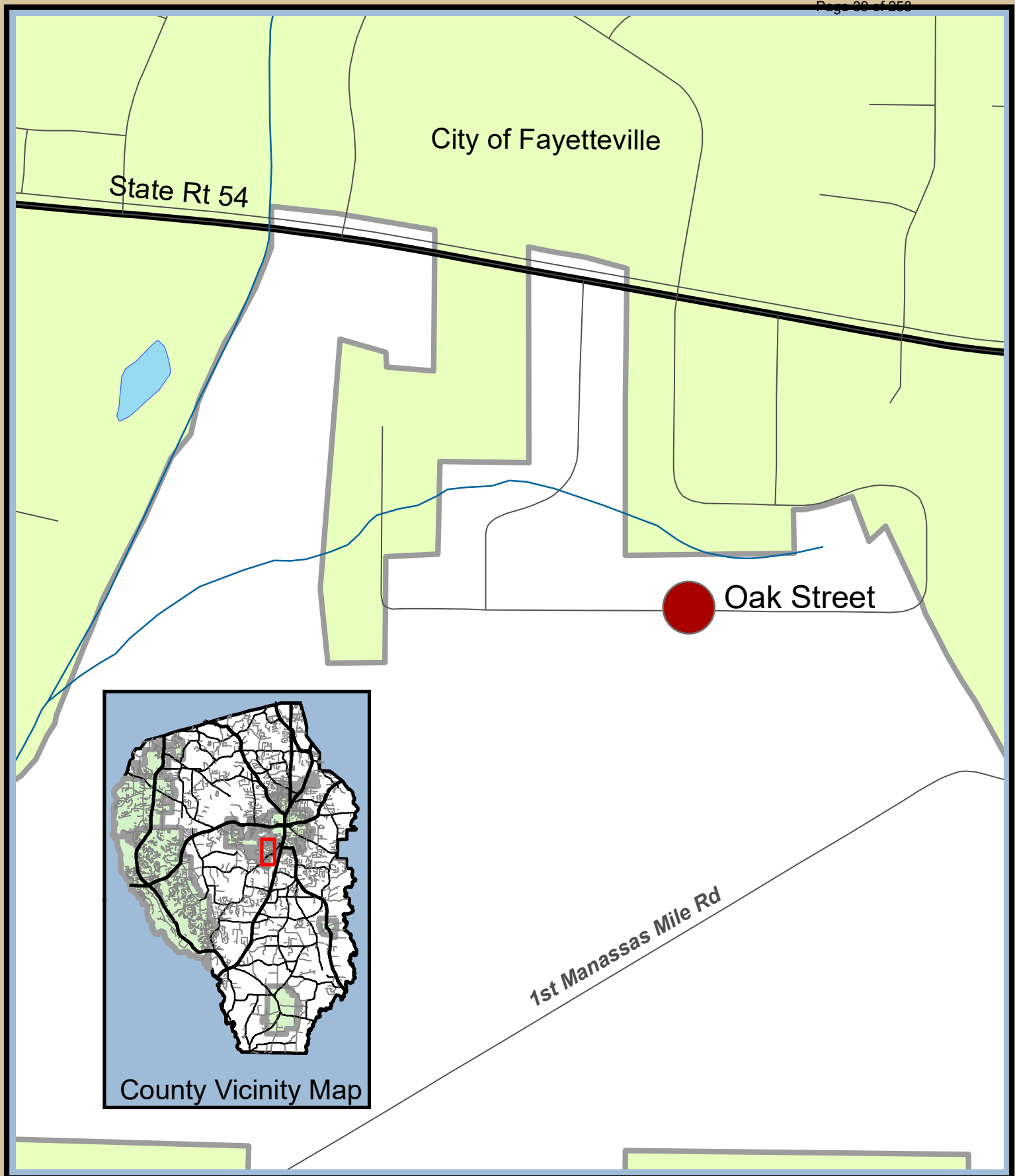
Four companies submitted bids (please see attached). The Environmental Management Division recommends award to the low bidder, Crawford Grading & Pipeline, Inc., in the amount of \$99,414.80. Since the county has not previously contracted with Crawford Grading & Pipeline, a Contractor Performance Evaluation is not available.

Specifics of the proposed contract are as follows:

<b>Contract Name</b>	1587-A: Oak Street Storm Drain	
<b>Contractor</b>	Crawford Grading & Pipeline, Inc.	
<b>Not-to-Exceed Amount</b>	\$99,414.80	
<b>Budget:</b>		
Fund	322	2017 SPLOST
Organization Code	32240320	Stormwater SPLOST
Object Code	541210	Other Improvements
Project Code	5509H	Oak Street
Available Budget:		
Current Balance	\$69,199.00	As of 11/27/2018, per Finance Dept.
Requested Transfer	<u>50,000.00</u>	From Cat. II Proj 17SAQ
Net Available	\$119,199.00	Upon Approval of Transfer

## Request for Quotes #1587-A Oak Street Storm Drain

ITEM	EST. QTY	UNIT	TOPLE CONSTRUCTION & ENGINEERING, INC.		McLEROY INC.		AM CONSTRUCTION		CRAWFORD GRADING & PIPELINE, INC.	
			UNIT	TOTAL	UNIT	TOTAL	UNIT	TOTAL	UNIT	TOTAL
1. Mobilization	1	LS	\$35,000.00	\$35,000.00	\$40,000.00	\$40,000.00	\$29,123.00	\$29,123.00	\$30,000.00	\$30,000.00
2. Traffic Control	1	LS	6,000.00	6,000.00	15,000.00	15,000.00	4,000.00	4,000.00	2,000.00	2,000.00
3. Erosion Control	1	LS	9,000.00	9,000.00	6,000.00	6,000.00	2,900.00	2,900.00	11,778.80	11,778.80
4. Provide and Install Foundation Backfill Material, Type II	60	CY	100.00	6,000.00	60.00	3,600.00	42.00	2,520.00	83.00	4,980.00
5. Graded Aggregate Base (GAB) 12"	80	SY	50.00	4,000.00	40.00	3,200.00	68.50	5,480.00	42.00	3,360.00
6. Install Only DOT Standard 1001B Precast Inlet/Outlet Headwall	2	EA	2,750.00	5,500.00	2,500.00	5,000.00	1,650.00	3,300.00	1,100.00	2,200.00
7. Install Only - 36" DIA. C-WALL, RCP (Reinforced Concrete Pipe)	72	LF	120.00	8,640.00	90.00	6,480.00	135.00	9,720.00	153.00	11,016.00
8. Provide and Install - 36" DIA. HDPE (High Density Polyethylene Pipe)	160	LF	70.00	11,200.00	85.00	13,600.00	202.00	32,320.00	104.00	16,640.00
9. Provide and Install DOT Standard 6' Diameter 1011AP Drop Inlet	1	EA	2,500.00	2,500.00	4,000.00	4,000.00	3,322.00	3,322.00	9,000.00	9,000.00
10. Provide and Install Sod	1	Pallet	750.00	750.00	3,000.00	3,000.00	3,675.00	3,675.00	1,300.00	1,300.00
11. Compactable Dirt	120	CY	25.00	3,000.00	40.00	4,800.00	72.00	8,640.00	34.00	4,080.00
<b>TOTAL OF BASE BID</b>				<b>\$91,590.00</b>		<b>\$104,680.00</b>		<b>\$105,000.00</b>		<b>\$96,354.80</b>
12. <b>OPTION</b> - Trench rock if encountered	180	cy	200.00	36,000.00	75.00	13,500.00	62.00	11,160.00	17.00	3,060.00
<b>BASE BID + OPTION</b>				<b>\$127,590.00</b>		<b>\$118,180.00</b>		<b>\$116,160.00</b>		<b>\$99,414.80</b>



**Project Location**

Fayette County 2017 SPLOST  
Oak Street - 5509H  
Stormwater Culvert Replacement



General Information		Map
<b>Project ID</b>		
<b>Street Name</b>	<b>330 Oak Street</b>	
<b>Site Visit Date</b>	5/21/13	
<b>Road Classification</b>	Internal Local	
<b>Project Notes</b>		
Rural Typical Section		
<b>Field Notes</b>		
<b>Design (Existing Site Features)</b>		
<b>Existing Road Laneage</b>	2	
<b>Existing Shld Width (paved and grass) (feet)</b>	1 - 2' Grass	
<b>Existing Side Slopes</b>	2:1	
<b>Existing Guardrail</b>	None	
<b>Depth fm Pavement to Top of Culvert (ft):</b>	5'	
<b>Pipe Type and Size</b>	15" RCP	
<b>Pipe Condition (1-5) (1 is new)</b>	5 (Installation)	
Condition Notes:		
<b>Pavement Type/Condition</b>	Asphalt/Good	
<b>Environmental Features</b>		
<b>Wetlands</b>	None	
<b>Ditches</b>	Along South Side	
<b>Utilities (Visual Inspection)</b>		
<b>Electric</b>	Aerial	
<b>Cable</b>	Aerial	
<b>Phone</b>	Aerial	
<b>Gas</b>		
<b>Water</b>	Buried	
<b>Sewer</b>		
<b>Other</b>		
<b>Stage Construction Options</b>		
<b>Close Location to Traffic</b>	X	
<b>Maintain One Lane - No Temp Pavement</b>		
<b>Maintain One Lane - Temp Pavement</b>		
Stage Construction Notes:		
<b>Proposed Design</b>		
<b>Roadway Section</b>		
<b>Culvert Size &amp; Material</b>	3' x 2' box, concrete, 80' length	
<b>Utility Relocations</b>	Water	
<b>Guardrail Replacement</b>		
<b>Miscellaneous Features</b>	~ 200' drainage ditch or additional piping needs to be installed for downstream property. Receiving stream could use ~500' of stream restoration	
<b>Planning Cost Estimate</b>		
<b>Type</b>	<b>Notes</b>	<b>Total</b>
<b>Design</b>		\$15,000.00
<b>Right of Way Cost</b>		\$4,000.00
<b>Utility Relocation Cost</b>		\$5,500.00
<b>Construction Cost</b>		\$44,006.47
<b>Environmental Permits</b>		\$10,000.00
<b>Total Planning Estimate</b>		<b>\$78,506.47</b>





**Photo 1:**



**Photo 2:**

**Oak Street**

**Photo Date:**

5/21/2013

**Taken By:**

David King

**Page:**

**1**





**Photo 3:**



**Photo 4:**

Oak Street

**Photo Date:**

5/21/2013

**Taken By:**

David King

**Page:**

**2**



**Roadway Construction, Utility Relocation and ROW Quantity Calculations**

Roadway Construction	Installation Unit Cost	Amount	Total Cost
Pavement		\$	3,618.39
Curb and Gutter (LF)	\$ 27.50		
4" Sidewalk (SY)	\$ 49.50		
Guardrail (LF)	\$ 57.20		
End Anchorage (EA)	\$ 2,530.00		
Subtotal		\$	3,618.39
Grading Complete (5% of Rwy Items & Drng Total \$)		\$	1,317.52
<b>Roadway Total</b>		<b>\$</b>	<b>4,935.91</b>

Drainage	Removal Unit Cost	Installation Unit Cost	Amount	Total Cost
Class A Conc (cy)		\$ 698.50	26	\$ 18,293.72
Steel (lb)		\$ 1.38	2559	\$ 3,518.63
Type 2 Back Fill (cy)		\$ 60.50	15.2	\$ 919.60
<b>Drainage Total</b>				<b>\$ 22,731.94</b>

Signing and Marking	Installation Unit Cost	Amount	Total Cost
Permanent Striping (mile)		\$	-
<b>Signing and Marking Total</b>		<b>\$</b>	<b>-</b>

Staging	Installation	Amount	Total Cost
Temporary Pavement		\$	-
Temporary Drainage (Stream Diversion)	\$ 10,000.00	1	\$ 10,000.00
<b>Staging Total</b>		<b>\$</b>	<b>10,000.00</b>

Erosion Control	Installation Unit Cost	Amount	Total Cost
Temporary Grassing (AC)	\$ 418.00	0.1	\$ 41.80
Silt Fence (LF)	\$ 5.50	200	\$ 1,100.00
Check Dam Type C Silt Fence (LF)	\$ 4.40	100	\$ 440.00
Erosion Control Mats (SY)	\$ 2.75	150	\$ 412.50
Mulch (TN)	\$ 286.00	1.4	\$ 400.40
Perm Grassing (ac)	\$ 9.90	0.1	\$ 0.99
Rip Rap (SY)	\$ 66.00	20	\$ 1,320.00
Plastic Filter Fabric (SY)	\$ 6.60	20	\$ 132.00
4" Ditch Paving (SY)	\$ 33.00	0	\$ -
<b>Erosion Control Total</b>		<b>\$</b>	<b>3,847.69</b>

<b>Construction Cost Total</b>	<b>\$ 41,515.54</b>
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<b>Traffic Control (6% of Construction Total \$)</b>	<b>\$ 2,490.93</b>
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<b>Construction Cost Grand Total</b>	<b>\$ 44,006.47</b>
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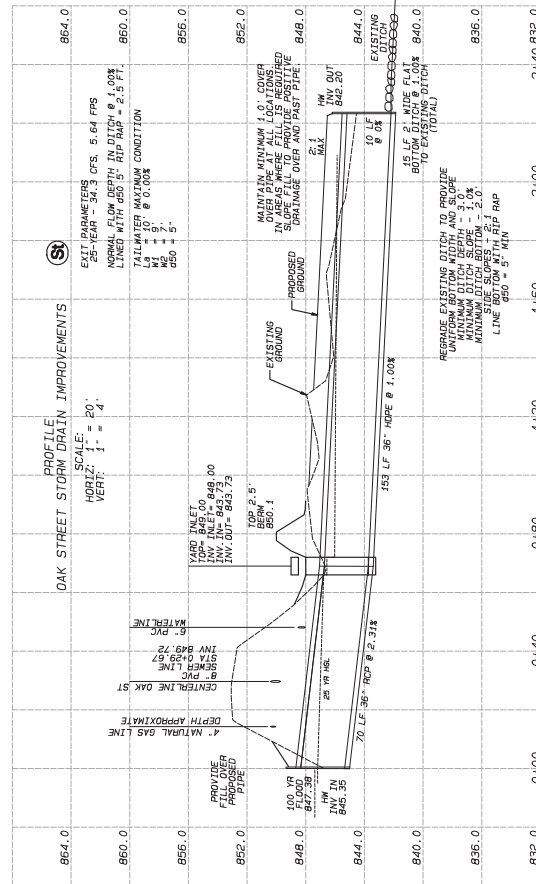
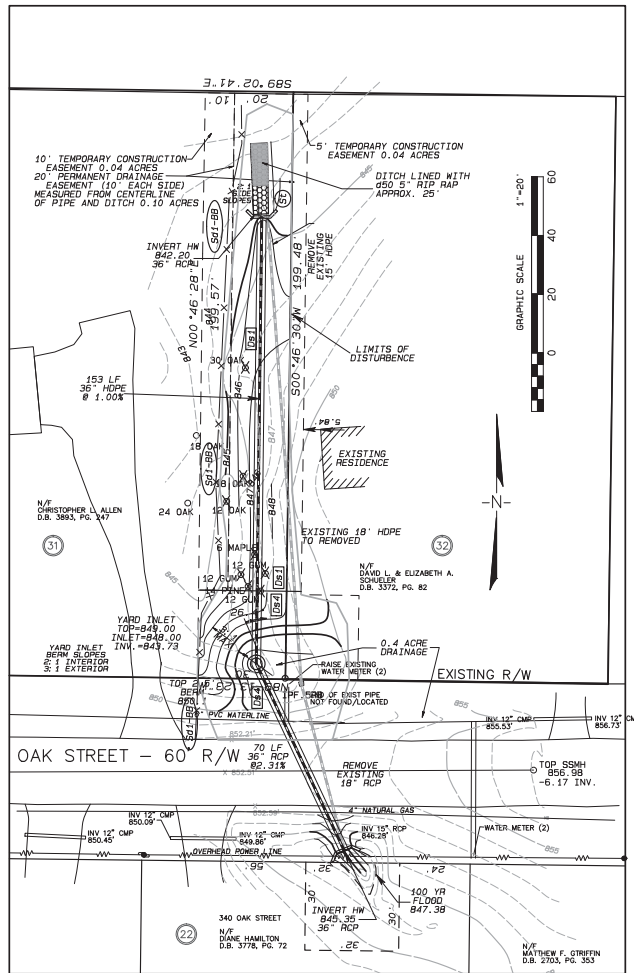
Utility Relocation	Removal Unit Cost	Installation Unit Cost	Amount	Total Cost
<b>Electric</b>				
Aerial	\$ 11.00	\$ 55.00	\$	-
Buried	\$ 16.50	\$ 82.50	0	\$ -
Wooden Pole	\$ 82.50	\$ 605.00	\$	-
<b>Phone</b>				
Aerial	\$ 11.00	\$ 27.50	\$	-
Buried	\$ 16.50	\$ 55.00	0	\$ -
Wooden Pole	\$ 82.50	\$ 605.00	\$	-
<b>Cable</b>				
Aerial	\$ 11.00	\$ 27.50	\$	-
Buried	\$ 16.50	\$ 55.00	0	\$ -
Wooden Pole	\$ 82.50	\$ 605.00	\$	-
<b>Gas</b>				
4" main	\$ 16.50	\$ 66.00	\$	-
<b>Water</b>				
8" main	\$ 16.50	\$ 93.50	50	\$ 5,500.00
<b>Sewer</b>				
12" main	\$ 16.50	\$ 82.50	0	\$ -
<b>Utility Relocation Total</b>			<b>\$</b>	<b>5,500.00</b>

Right of Way (Sq Ft)	Cost/ Sq Ft	Sq Ft	Total Cost
Permanent Easement	\$ 2.00	2000	\$ 4,000.00
<b>ROW Total</b>			<b>\$ 4,000.00</b>

## OAK STREET DRAINAGE IMPROVEMENT

## GENERAL NOTES:

1. CONTRACTOR TO KEEP ALL EQUIPMENT, MATERIALS AND OPERATIONS WITHIN THE COUNTY RIGHT-OF-WAY AND DESIGNATED EASEMENTS AS SHOWN ON THIS DRAFTING.
2. REMOVE AND REMOVE ALL TREES AND OTHER VEGETATIVE MATERIAL WITHIN THE PERMANENT EASEMENT. MATERIAL SHALL BE DISPOSED OFF-SITE IN ACCORDANCE WITH COUNTY AND STATE REQUIREMENTS. NO EXCEPTIONS TO TREE REMOVAL SHALL BE SPREAD OVER DISTURBED AREAS.
3. MAY BE MADE AS NOTED BELOW
4. 6 INCHES IN LENGTH, 2 INCH WIDER THAN 2 INCH DIAMETER AT A MAXIMUM HEIGHT OF 4 TO 6 INCHES. EXCESS MATERIAL SHALL BE DISPOSED OFF-SITE.
5. REMOVAL AND CLEAN-UP OF THE PERMANENT EASEMENT SHALL ALSO BE REMOVED FROM 30% OF THE CRITICAL ROOT ZONE IS DAMAGED AND APPROVAL REQUIRED FOR ACCESS TO AREAS OUTSIDE THE EASEMENTS MAY BE REQUIRED FOR TREE REMOVAL.
6. DISTURBED AREAS WITHIN THE COUNTY RIGHT-OF-WAY AND WITHIN DESIGNATED EASEMENTS SHALL BE PERMANENTLY STABILIZED WITH A BERMUDA SOLO.
7. MULCH AND/OR PINE STRAM SHALL BE PLACED OVER ALL OTHER DISTURBED AREAS.
8. CONTRACTOR IS RESPONSIBLE FOR INSTALLING THE MINIMUM BIRPS SHOWN ON THIS PLAN PLUS WHATEVER ADDITIONAL CONTROL MEASURES ARE NECESSARY TO CONTROL EROSION FROM THE SITE AND DOWNSTREAM SEDIMENTATION.
9. UPON SUBSTANTIAL COMPLETION OF CONSTRUCTION, BUT PRIOR TO FINAL INSPECTION, THE CONTRACTOR SHALL WALK THE SITE AND IDENTIFY ANY AREAS THAT MAY HAVE BEEN DAMAGED FROM THE WORK AND IS DESIRED BY THE OWNER TO COME UNDER THE PERMANENT EASEMENT.
10. THE EASEMENTS SHALL BE DELINEATED BY FAYETTE COUNTY PRIOR TO START OF CONSTRUCTION. THE CONTRACTOR SHALL INSTALL THESE AREAS AS SHOWN ON THIS PLAN. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE EASEMENTS TO BE SAVED AS PRACTICAL AND DESIRED BY THE OWNER.



# COUNTY AGENDA REQUEST

Page 45 of 258

Department:

Presenter(s):

Meeting Date:

Type of Request:

## Wording for the Agenda:

Approval of staff's recommendation to award Proposal #1525-P for purchasing card services to JP Morgan Chase and authorization for the Chairman to execute the required agreement.

## Background/History/Details:

Fayette County's current purchasing card services are through the State of Georgia contract with Bank of America. Due to increased volume and automation needs, an Request for Proposal (RFP) for purchasing card services was released.

Four institutions submitted proposals. A selection committee consisting of Fayette County staff reviewed each of the proposals submitted and is recommending JP Morgan Chase. There is no cost to the county. Card fees are paid by the vendors.

## What action are you seeking from the Board of Commissioners?

Approval of staff's recommendation to award Proposal #1525-P for purchasing card services to JP Morgan Chase and authorization for the Chairman to execute the required agreement.

## If this item requires funding, please describe:

No funding is necessary.

Has this request been considered within the past two years?

If so, when?

Is Audio-Visual Equipment Required for this Request?\*

Backup Provided with Request?

*\* All audio-visual material must be submitted to the County Clerk's Office no later than 48 hours prior to the meeting. It is also your department's responsibility to ensure all third-party audio-visual material is submitted at least 48 hours in advance.*

Approved by Finance

Reviewed by Legal

Approved by Purchasing

County Clerk's Approval

Administrator's Approval

## Staff Notes:



**Purchasing Department**  
 140 Stonewall Avenue West, Ste 204  
 Fayetteville, GA 30214  
 Phone: 770-305-5420  
[www.fayettecountyga.gov](http://www.fayettecountyga.gov)

To: Steve Rapson

From: Ted L. Burgess

Date: December 13, 2018

Subject: Request for Proposals #1525-P: Purchasing Card Services

The county's departments use Purchasing Cards (PCards) for small-dollar purchases, travel arrangements, and seminar / conference reservations as needed. This reduces the use of petty cash and small-dollar purchase orders, and improves overall efficiency of operations. There are currently 84 cardholders who transact approximately 4,000 transactions per year totaling about \$372,000.

The Finance Department has initiated a project to update the PCard program, in part to assure that automation improvements are integrated for efficient administration of the service. The Purchasing Department issued Request for Proposals #1525-P to solicit proposals for this purpose. Emails were sent to 18 contractors from the county's bidders' list. Another 136 were contacted through the web-based Georgia Procurement Registry, using commodity codes 94635 (Credit Card, Charge Card Services) and 94670 (Payment Card Services). Notification was provided via the Fayette News, the county website, Greater Georgia Black Chamber of Commerce, Georgia Local Government Access Marketplace ([www.glga.org](http://www.glga.org)), and Channel 23.

Four firms submitted proposals (Please see attached). An Evaluation Committee was convened, consisting of representatives from the Water System, Fire/EMS, Parks & Recreation, Building & Grounds Maintenance, Information Technology, and Finance. Since all fees will be charged to the vendors or merchants, price was not a factor in the evaluations or scoring.

The Evaluation Team recommends award of the contract to JP Morgan. Their PCard program will be on a MasterCard platform. If awarded, the contract will consist of an initial term of three years (through 6/30/2021), with two potential 12-month renewal terms.

The county has not contracted with JP Morgan in the past, so a Contractor Performance Evaluation is not available. However, three references provided positive responses. They said the PCard process is fairly simple, integration with Munis was easy, and JP Morgan was very responsive.

Specifics of the proposed contract are as follows:

<b>Contract Name</b>	1525-P, Purchasing Card Services
<b>Contractor</b>	JP Morgan
<b>Contract Term</b>	Three-year initial term, & two 12-month renewal terms
<b>Contract Amount</b>	NA – All fees will be charged to the vendors
<b>Budget</b>	NA

**Request for Proposals #1525-P  
Purchasing Card Services  
Evaluation Committee Results**

**Summary**

		<b>MAX POINTS</b>	<b>BANK OF AMERICA</b>	<b>JP MORGAN</b>	<b>SUNTRUST</b>	<b>WELLS FARGO</b>
1	Project understanding, Approach & Automation	<b>40</b>	8.0	29.0	20.4	29.6
2	Ability to Automate the County's PCard Needs	<b>30</b>	6.8	23.6	18.4	22.2
3	Company's Background & Experience	<b>15</b>	3.8	9.8	10.0	11.4
4	Financial Strength and Long-term Viability	<b>15</b>	6.2	13.0	8.6	12.2
<b>Total Technical Score</b>		<b>100</b>	<b>24.8</b>	<b>75.4</b>	<b>57.4</b>	<b>75.4</b>
<b>Avg. Presentation Score</b>				<b>25.2</b>		<b>16.4</b>
<b>Technical + Presentation</b>		<b>100%</b>		<b>100.6</b>		<b>91.8</b>

# COUNTY AGENDA REQUEST

Page 48 of 258

Department:

Presenter(s):

Meeting Date:

Type of Request:

## Wording for the Agenda:

Approval of staff's recommendation to award contract #1572-S, Aerial Oblique Imagery, to Pictometry International Corp. in the amount of \$98,947.50 and contract #1605-A, Aerial Orthoimagery, to Geomni, Inc. in the amount of \$20,220.00.

## Background/History/Details:

In 2015, the county contracted with Georgia Mountains Regional Commission (GMRC) for aerial oblique imagery (aerial photos taken at a 45 degree image) and aerial orthoimagery (straight-down aerial photos). It is time to refresh the imagery.

For the oblique imagery, the Department of Information Technology recommends Pictometry International Corp., who provided that services in 2015 through a sub-contract with GMRC. For the orthoimagery, the Department recommends Geomni, Inc. who provided the best of three prices for the refresh.

## What action are you seeking from the Board of Commissioners?

Approval of staff's recommendation to award contract #1572-S, Aerial Oblique Imagery, to Pictometry International Corp. in the amount of \$98,947.50 and contract #1605-A, Aerial Orthoimagery, to Geomni, Inc. in the amount of \$20,220.00.

## If this item requires funding, please describe:

The 5-year plan includes CIP #191AF, with \$50,440.00 for FY 2019 and \$53,740.00 for 2020. A transfer of \$14,987.50 from General Fund Project Contingency is recommended to complete funding. Expenses will be charged to 37510535-521316-191AF.

Has this request been considered within the past two years?

If so, when?

Is Audio-Visual Equipment Required for this Request?\*

Backup Provided with Request?

**\* All audio-visual material must be submitted to the County Clerk's Office no later than 48 hours prior to the meeting. It is also your department's responsibility to ensure all third-party audio-visual material is submitted at least 48 hours in advance.**

Approved by Finance

Reviewed by Legal

Approved by Purchasing

County Clerk's Approval

Administrator's Approval

## Staff Notes:



**Purchasing Department**

140 Stonewall Avenue West, Ste 204  
 Fayetteville, GA 30214  
 Phone: 770-305-5420  
[www.fayettecountyga.gov](http://www.fayettecountyga.gov)

To: Steve Rapson

From: Ted L. Burgess

Date: December 13, 2018

**Subject: Contract #1572-S: Aerial Oblique Imagery**  
**Contract #1605-A: Aerial Orthoimagery**

In March, 2015 the county entered into an agreement with Georgia Mountains Regional Commission (GMRC) for acquisition of aerial oblique imagery (aerial photos taken at a 45 degree angle), orthoimagery (straight-down aerial photos) for use with the GIS system. GMRC sub-contracted with Pictometry International Corporation for the oblique imagery and Quantum Spatial, Inc. for the orthoimagery.

There is a need to update the images. The Department of Information Technology (I.T.) recommends contracting with two vendors for the services, as follows:

- **AERIAL OBLIQUE IMAGERY:** For various reasons provided by I.T. (Attachment 1), the recommended course of action is to enter into a 36-month professional services contract with Pictometry International Corp. for the oblique imagery. This will be a three-year agreement, with unit prices remaining unchanged from the most recent prices charged through GMRC, and a payment schedule as follows:

Due at signing (FY 2019)	\$8,245.62
Due at Initial Shipment of Imagery (FY 2019)	24,736.88
Due at First Anniversary of Shipment of Imagery (FY 2020)	32,982.50
Due at Second Anniversary of Shipment of Imagery (FY 2021)	<u>32,982.50</u>
Total Three-Year Contract Amount	\$98,947.50

- **AERIAL ORTHOIMAGERY:** This imagery is used for remote data collection, change detection, addressing, Fire / EMS district design, and other purposes. The Department of I.T. obtained three price quotes, as follows:

The Sanborn Map Company, Inc.	\$35,000.00
Georgia Mountains Regional Commission	32,860.08
Geomni, Inc.	20,220.00

The company offering the lowest price – Geomni, Inc. – is recommended.

The two contracts would exceed available funds by \$14,987.50. The recommendation includes transfer of this amount from the General Fund Project Contingency.

The county has not previously contracted directly with Pictometry International Corp. or Geomni, Inc., so Contractor Performance Evaluations are not available.

Contract specifics are as follows:

<b>Contract #1</b>	1572-S: Aerial Oblique Imagery
<b>Contractor</b>	Pictometry International Corp.
<b>Contract Amount</b>	\$98,947.50

<b>Contract #2</b>	1605-A: Aerial Orthoimagery
<b>Contractor</b>	Geomni, Inc.
<b>Contract Amount</b>	\$20,220.00

**Budget:**

Fund	375	Capital Improvement Project
Org. Code	37510535	CIP - Information Technology
Object	521316	Technical Services
Project	191AF	Aerial Imagery Data Collection
Available Balance	\$104,180.00	CIP 191AF Five-Year Plan
Transfer	14,987.50	From General Fund Project Contingency
Contract Expenses	<u>(\$119,167.50)</u>	Sum of Both Contracts
Remaining Balance	0.00	After Recommended Transfer

## ATTACHMENT 1

## **Contract #1572-S: Aerial Oblique Imagery Questions & Answers**

### **1. What is the justification to sole-source this contract?**

- Oblique Imagery is aerial imagery captured at a 45-degree angle to each side of every structure in the county. It is an essential product for any GIS user, especially those in tax assessment and public safety departments. Oblique imagery needs to be viewed in a specially-designed browser or desktop-based viewing system because we are unable to stitch the oblique imagery product together ourselves, and the raw images cannot be viewed effectively in ESRI desktop software. Since the quality of oblique imagery is so similar amongst vendors, the quality and capability of the oblique imagery *viewer* is what separates one vendor from the others.
- Pictometry is the only imagery vendor integrated with Spillman CAD, iasWorld and qPublic. If we used any other vendor, we would not have the ability to integrate our oblique imagery with these systems.
- Pictometry is compatible with ESRI geodatabases, allowing us to publish our own GIS data to the viewer in batches. Additionally, Pictometry is the only vendor that can provide a service to keep that GIS data up to date daily. Other vendors require users to manually upload a new file when an update is necessary. Since we currently host 15+ GIS datasets on the Pictometry viewer, automatic updates will be instrumental in minimizing the time necessary to keep that data up to date.
- Pictometry is compatible with ArcGIS Web App Builder. This would allow Fayette County to build customized web apps that utilize GIS analysis tools, which would be available to all Pictometry users. Other vendors do not provide this capability.
- Pictometry provides an ArcGIS add-in that pulls oblique imagery directly into ArcMap. Other vendors require users to export individual JPEGs one at a time, while Pictometry provides access to the entire oblique image library.
- Since Fayette County purchased oblique imagery from Pictometry in 2015, contracting with them again will allow users to analyze the 2019 oblique imagery alongside the imagery collected in 2015. If we were to use a different vendor, we would not be able to perform change detection analyses with our 2015 data.
- 50+ employees are already trained to use Pictometry
- After reviewing quotes from several vendors offering competitive pricing, I have determined that Pictometry offers by far the most quality services for the quoted price. For the reasons listed above, I recommend that Fayette County sole-source this service to Pictometry.

### **2. In March 2015, the county contract with Georgia Mountains Regional Commission (Contract #937-N), who had a contract with Pictometry as part of a multi-county project. What has**

**changed that we are now contracting directly with Pictometry? Has Georgia Mountains Regional Commission discontinued their relationship with Pictometry?**

- Pictometry collaborated with the Georgia Mountains Regional Commission (GMRC) for that project to collect oblique imagery, but the GMRC is not collecting oblique imagery for the 2019 collaboration. For this reason, we are on our own to obtain oblique imagery.

**3. Is there an on-going annual cost for software maintenance & support, licensing, or other services?**

- This cost is built in to the contract (Pictometry Connect line item).

**4. There are several items on the price list, which show a quantity of "1," but which show a zero in the price. Are these services that we will not receive, or are the costs included in the overall prices?**

- We will receive those services but are not being charged for them.

**5. In the section titled "Fees; Payment Terms," it says the quoted price does not include handling fees, which are in addition to the amounts shown. Will there be handling fees or other fees not shown? We will need to include all fees or other costs in the contract.**

- There will not be any handling fees, per Pictometry.

# COUNTY AGENDA REQUEST

Page 53 of 258

Department:

Presenter(s):

Meeting Date:

Type of Request:  **Item #6**

## Wording for the Agenda:

Approval to liquidate surplus business personal property at auction, including listed vehicles and heavy equipment, confiscated property, and other items.

## Background/History/Details:

There are numerous items of business personal property that need to be liquidated. These include on-road vehicles, heavy equipment, confiscated items, office furniture, and other items. It is recommended that the county use the services of an auction company, to be selected through the solicitation process, for a one-time public auction for this purpose.

Additional information is provided on the attached documents.

## What action are you seeking from the Board of Commissioners?

Approval to liquidate surplus business personal property at auction, including listed vehicles and heavy equipment, confiscated property, and other items.

## If this item requires funding, please describe:

Not applicable.

Has this request been considered within the past two years?

If so, when?

Is Audio-Visual Equipment Required for this Request?\*

Backup Provided with Request?

***\* All audio-visual material must be submitted to the County Clerk's Office no later than 48 hours prior to the meeting. It is also your department's responsibility to ensure all third-party audio-visual material is submitted at least 48 hours in advance.***

Approved by Finance

Reviewed by Legal

Approved by Purchasing

County Clerk's Approval

Administrator's Approval

## Staff Notes:



**Purchasing Department**  
140 Stonewall Avenue West, Ste 204  
Fayetteville, GA 30214  
Phone: 770-305-5420  
[www.fayettecountyga.gov](http://www.fayettecountyga.gov)

To: Steve Rapson

From: Ted L. Burgess

Date: December 13, 2018

**Subject: Authorization to Dispose of Surplus Items at Auction**

The county has a significant inventory of business personal property that is no longer serves a useful purpose. A number of Departments have surplus property to be liquidated, including:

- *Fleet Maintenance:* Seventy-eight on-road vehicles are recommended for disposal. These include 53 vehicles that the Board of Commissioners has previously approved for sale at auction, and 25 that are requested for approval at this time (Attachment 1).
- *Road Department:* The auction will include a number of items and miscellaneous equipment components.
- *Sheriff's Office:* Court orders have been granted to sell a number of items of seized property. This includes items such as jewelry, watches, golf clubs, bicycles, washers and dryers, heavy equipment components, and other items (Attachments 2 through 8).
- *Building & Grounds Maintenance:* A wide variety of surplus items, such as office furnishings and equipment used by county staff, are being stored in the building behind Public Works.

The county has used an on-line public auction vendor (GovDeals.com) for the last several years to dispose of surplus items. Due to the quantity of items to be liquidated at this time, it is recommended that the county enter into an agreement with an auction company to sell all items in one event. This is expected to generate public interest, while reducing the administrative time and cost of the project.

Attachments (8)



**Fayette County, Georgia  
Surplus On-Road Vehicles  
December 13, 2018**

Department	Vehicle #	VIN #	Vehicle Type	Date of Bd Approval
<b>PREVIOUSLY APPROVED FOR LIQUIDATION:</b>				
BUILDING & GROUNDS	91757	1FTHF25H2VEB68809	FORD F-250	09/28/17
BUILDING & GROUNDS	91804	1FTHF25Y5RNB62735	FORD F-250	09/28/17
BUILDING & GROUNDS	91556	1FTHF25YXTLB28079	FORD F-250	09/28/17
BUILDING & GROUNDS	91747	1FTHF25H0VEB68808	FORD F-250	09/28/17
DISTRICT ATTORNEY	118986	2FAFP71V88X118986	FORD CROWN VIC	09/28/17
FIRE SERVICE	93251	46JBAA82L1003515	E-ONE HUSH	09/22/16
FIRE SERVICE	23267	3GNGK26KX7G278298	CHEVY SUBURBAN	09/28/17
FIRE SERVICE	93036	1FV6JLCBXTL664044	FREIGHTLINER FL-80	12/14/18
FLEET MAINTENANCE	20072	1J4GK48K72W308668	JEEP LIBERTY	09/28/17
HEALTH DEPARTMENT	91988	2G1WL52M2W9231066	CHEVY LUMINA	09/28/17
MARSHAL	25189	1FTRF14W69KA75930	FORD F-150 XL 4X4	09/28/17
PERMITS & INSPECTIONS	21412	2FTPF17Z12CA66902	FORD F-150 XL	09/28/17
PERMITS & INSPECTIONS	21443	2FTPF17Z93CA51226	FORD F-150 XL	09/28/17
RECREATION	92039	1FMRU17L5XLB62664	FORD EXPEDITION	09/28/17
ROAD DEPARTMENT	20090	2FTRF17Z5YCA98902	FORD F-150 XL BI-FUEL	09/10/15
ROAD DEPARTMENT	20111	2FTPF17Z61CA92815	FORD F-150 XL BI-FUEL	09/28/17
ROAD DEPARTMENT	20121	3FTNW20L61MA53228	FORD F-250 CREW CAB	09/28/17
SHERIFF	845590	2B3KA43HX7H845590	DODGE CHARGER	09/10/15
SHERIFF	708709	2B3KA43H47H708709	DODGE CHARGER	09/10/15
SHERIFF	138717	2B3KA43HX8H138717	DODGE CHARGER	09/10/15
SHERIFF	285875	2B3KA43H68H285875	DODGE CHARGER	09/10/15
SHERIFF	150046	2FAFP71W07X150046	2007 FORD CROWN VICTORIA	09/08/16
SHERIFF	845587	2B3KA43HX7H845587	2007 DODGE CHARGER	09/08/16
SHERIFF	134551	2B3KA43H48H134551	2008 DODGE CHARGER	09/08/16
SHERIFF	176277	2FAFP71V58X176277	2008 FORD CROWN VICTORIA	09/08/16
SHERIFF	285869	2B3KA43H08H285869	2008 DODGE CHARGER	09/08/16
SHERIFF	285873	2B3KA43H28H285873	2008 DODGE CHARGER	09/08/16
SHERIFF	285853	2B3KA43H78H285853	2008 DODGE CHARGER	09/08/16
SHERIFF	285865	2B3KA43H38H285865	2008 DODGE CHARGER	09/08/16
SHERIFF	600977	1J4GK48KX3W600977	JEEP LIBERTY	09/28/17
SHERIFF	148821	2FAFP71W86X148821	FORD CROWN VIC	09/28/17
SHERIFF	708705	2B3KA43H77H708705	DODGE CHARGER	09/28/17
SHERIFF	600829	2B3CL1CT8BH600829	DODGE CHARGER	09/28/17
SHERIFF	285868	2B3KA43H98H285868	DODGE CHARGER	09/28/17
SHERIFF	557522	2B3CL1CT7BH557522	DODGE CHARGER	09/28/17
SHERIFF	285877	2B3KA43HX8H285877	DODGE CHARGER	09/28/17
SHERIFF	309225	1GNEC13Z92J309225	CHEVY TAHOE	09/28/17
SHERIFF	185622	2B3KA43G86H185622	DODGE CHARGER	09/28/17
SHERIFF	148826	2FAFP71W76X148826	FORD CROWN VIC	09/28/17
SHERIFF	285872	2B3KA43H08H285872	DODGE CHARGER	09/28/17
SHERIFF	150045	2FAFP71W97X150045	FORD CROWN VIC	09/28/17
SHERIFF	285852	2B3KA43H58H285852	DODGE CHARGER	09/28/17

Department	Vehicle #	VIN #	Vehicle Type	Date of Bd Approval
SHERIFF	600830	2B3CL1CT4BH600830	DODGE CHARGER	09/28/17
SHERIFF	174011	2FAFP71W4WX174011	FORD CROWN VIC	09/28/17
SHERIFF	600826	2B3CL1CT2BH600826	DODGE CHARGER	09/28/17
SHERIFF	206125	6G3NS5U21GL206125	CHEVY CAPRICE	09/28/17
SHERIFF	560477	2C3CDXAT9DH560477	DODGE CHARGER	09/28/17
WATER SYSTEM	22133	1FAFP52U33A165015	FORD TAURUS	06/13/13
WATER SYSTEM	22645	1FTYR10U55PB01972	FORD RANGER	09/10/15
WATER SYSTEM	22432	2FTPF17Z82CA66900	FORD F-150 XL BI-FUEL	09/10/15
WATER SYSTEM	22204	2FTPF17Z34CA81467	FORD F-150 XL	09/28/17
WATER SYSTEM	22391	2FTPF17Z31CA92819	FORD F-150 XL	09/28/17
WATER SYSTEM	92383	SYL15610F393	SYLVAN BOAT & TRAILER	09/28/17
<b>TOTAL VEHICLES</b>	<b>53</b>			
<b>APPROVAL REQUESTED:</b>				
BUILDING & GROUNDS	21833	2FTPF17Z43CA51229	FORD F-150 BI-FUEL	Need Bd Approval
BUILDING & GROUNDS	21771	2FTPF17ZX1CA92817	FORD F-150 BI-FUEL	Need Bd Approval
BUILDING & GROUNDS	91849	1FTNF20L1XEE19143	FORD F-250 - UTILITY	Need Bd Approval
CORONER	120202	1GNFC13058R120202	CHEVROLET TAHOE	Need Bd Approval
DISTRICT ATTORNEY	700929	2MEFM74W53X700929	MERCURY GRAND MARQUIS	Need Bd Approval
FIRE SERVICE	23313	2FAHP71W23X148303	FORD CROWN/VIC	Need Bd Approval
HEALTH DEPARTMENT	90086	2FALP71W2TX199696	FORD CROWN/VIC	Need Bd Approval
PUBLIC SAFETY	23376	2FAHP71W46X158691	FORD CROWN/VIC	Need Bd Approval
ROAD DEPARTMENT	25287	1FTRF14W17KB47761	FORD F-150 4X4	Need Bd Approval
ROAD DEPARTMENT	20174	3FTNF20L54MA02940	FORD F-250	Need Bd Approval
ROAD DEPARTMENT	90369	1FTSW30L9XED67835	FORD F-350 CREW CAB	Need Bd Approval
SHERIFF	560469	2C3CDXATXDH560469	DODGE CHARGER	Need Bd Approval
SHERIFF	600824	2B3CL1CT9BH600824	DODGE CHARGER	Need Bd Approval
SHERIFF	138719	2B3KA43H38H138719	DODGE CHARGER	Need Bd Approval
SHERIFF	560470	2C3CDXAT6DH560470	DODGE CHARGER	Need Bd Approval
SHERIFF	138392	2B3AA4CT0AH138392	DODGE CHARGER	Need Bd Approval
SHERIFF	25166	2FAHP71W96X102536	FORD CROWN/VIC	Need Bd Approval
SHERIFF	39153	1FMEU63E17UB39153	FORD EXPLORER	Need Bd Approval
SHERIFF	J05554	4M2YU56Z15DJ05554	MERCURY MARINER	Need Bd Approval
SOLID WASTE	21911	5522464	CAT 246 SKID STEER	Need Bd Approval
WATER SYSTEM	92609	1FTRF17W3XNA65184	FORD F-150 PICK UP	Need Bd Approval
WATER SYSTEM	22291	1FTNF20L71EC28060	FORD F-250	Need Bd Approval
WATER SYSTEM	96044	1FTCR10A7RUD04045	FORD RANGER	Need Bd Approval
WATER SYSTEM	22625	1FTYR10U15PB01970	FORD RANGER	Need Bd Approval
WATER SYSTEM	22689	1FTYR10D59PA18712	FORD RANGER	Need Bd Approval
<b>TOTAL VEHICLES</b>	<b>25</b>			
<b>TOTAL TO AUCTION</b>				
	<b>78</b>			

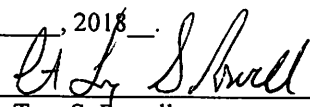
SUPERIOR COURT OF FAYETTE COUNTY  
STATE OF GEORGIAFiled in Office, Fayette County, Ga.  
10/26/2018 11:14 AM  
Sheila, Studdard, Superior Court ClerkIN RE: CERTAIN ITEMS OF ) FILE #: E0002  
SEIZED PERSONAL PROPERTY )**APPLICATION FOR ORDER TO SELL SEIZED PROPERTY**

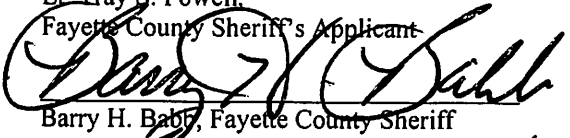
Fayette County Sheriff, Barry H. Babb, hereby requests that the Superior Court issue an Order to sell certain seized property pursuant to O.C.G.A. §17-5-54. These items have been used in criminal actions that have been disposed of and are no longer needed. Some of these items of personal property do not have identifiable owners. If there are identifiable owners, the owners have been contacted and their items of property remain unclaimed for more than 90 days after seizure. Other items are contraband and not needed for investigative or evidentiary purposes. These items are subject to forfeiture proceeding. Each item listed has real value and can be sold. A list of each item to be sold is attached hereto as Exhibit A.

I, Lt. Tray S. Powell, being over eighteen years of age, being of sound mind, and having personal knowledge of the facts contained herein hereby verify that the information contained within this Application for Order to Sell Seized Property filed pursuant to Official Code of Georgia Annotated §17-5-54 is true and correct to the best of my knowledge and belief. The undersigned verify there are no pending legal actions or appeals concerning the parties/items listed in Exhibit A.

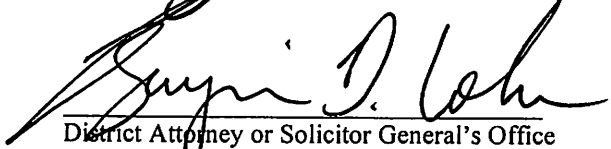
A proposed Order is attached.

Respectfully submitted this 25 day of Oct, 2018.

  
Lt. Tray S. Powell,  
Fayette County Sheriff's Applicant

  
Barry H. Babb, Fayette County Sheriff

Sheriff Barry H. Babb  
Fayette County Sheriff  
155 Johnson Avenue  
Fayetteville, Georgia 30214  
(770) 461-6353

  
District Attorney or Solicitor General's Office  
Authorized Signature

IN THE SUPERIOR COURT OF FAYETTE COUNTY

STATE OF GEORGIA

Filed in Office. Fayette County, Ga.  
**10/26/2018 11:14 AM**  
Sheila, Studdard, Superior Court Clerk

Agency: Fayette County Sheriff's Office  
Fayette County, Georgia

In Re: Seized Personal Property

File #: E0002


**ORDER GRANTING APPLICATION TO SELL SEIZED PROPERTY**

The Application For Order To Sell Seized Property pursuant to O.C.G.A. §17-5-54  
having been read and considered, and no protest having been heard,

IT IS HEREBY ORDERED that the Application be granted, and the Applicant is ordered  
to sell at public sale the personal property listed in the Application pursuant to O.C.G.A. §17-5-  
54, listed in the above File Number.

IT IS FURTHER ORDERED that notice of the sale be published once a week for four  
weeks as set forth in O.C.G.A. §17-5-54.

SO ORDERED this 26 day of Oct, 2018.

  
\_\_\_\_\_  
Judge, Fayette County Superior Court  
Griffin Judicial Circuit

## Exhibit "A"

The following is a list of items to be sold by the Fayette County Sheriff's Office:

<u>Item Number:</u>	<u>Description:</u>	<u>Case #:</u>
01	9 Electra Bicycles	0600458
02	2 leather couches	1008173
03	24 ft fiberglass extension ladder	1105388
04	Yard Machine Chipper/ mulcher Ser#1H151G20392	1105388
05	Golf bag w/ 10 clubs	0206010
06	Golf bag w/ 4 clubs	0307159
07	Golf bag w/ 13 clubs	0303266
08	Golf bag w/ 10 clubs	None

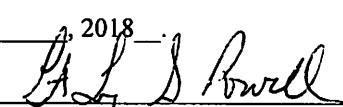
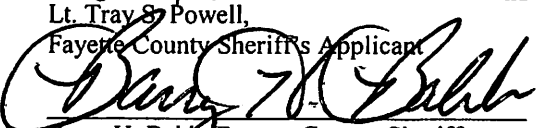
SUPERIOR COURT OF FAYETTE COUNTY  
STATE OF GEORGIAFiled in Office, Fayette County, Ga.  
**11/07/2018 10:41 AM**  
Sheila. Studdard, Superior Court ClerkIN RE: CERTAIN ITEMS OF ) FILE #: E0003  
SEIZED PERSONAL PROPERTY )**APPLICATION FOR ORDER TO SELL SEIZED PROPERTY**

Fayette County Sheriff, Barry H. Babb, hereby requests that the Superior Court issue an Order to sell certain seized property pursuant to O.C.G.A. §17-5-52. These items have been used in criminal actions that have been disposed of and are no longer needed. Some of these items of personal property do not have identifiable owners. If there are identifiable owners, the owners have been contacted and their items of property remain unclaimed for more than 90 days after seizure. Other items are contraband and not needed for investigative or evidentiary purposes. These items are subject to forfeiture proceeding. Each item listed has real value and can be sold. A list of each item to be sold is attached hereto as Exhibit A.

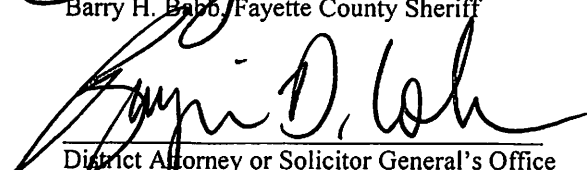
I, Lt. Tray S. Powell, being over eighteen years of age, being of sound mind, and having personal knowledge of the facts contained herein hereby verify that the information contained within this Application for Order to Sell Seized Property filed pursuant to Official Code of Georgia Annotated §17-5-52 is true and correct to the best of my knowledge and belief. The undersigned verify there are no pending legal actions or appeals concerning the parties/items listed in Exhibit A.

A proposed Order is attached.

Respectfully submitted this 5 day of Nov, 2018

  
\_\_\_\_\_  
Lt. Tray S. Powell,  
Fayette County Sheriff's Applicant  
\_\_\_\_\_  
Barry H. Babb, Fayette County Sheriff

Sheriff Barry H. Babb  
Fayette County Sheriff  
155 Johnson Avenue  
Fayetteville, Georgia 30214  
(770) 461-6353

  
\_\_\_\_\_  
District Attorney or Solicitor General's Office  
Authorized Signature



IN THE SUPERIOR COURT OF FAYETTE COUNTY  
STATE OF GEORGIA

Agency: Fayette County Sheriff's Office  
Fayette County, Georgia

In Re: Seized Personal Property

File #: E0003

Filed in Office, Fayette County, Ga.  
**11/07/2018 10:42 AM**  
Sheila. Studdard, Superior Court Clerk


**ORDER GRANTING APPLICATION TO SELL SEIZED PROPERTY**

The Application For Order To Sell Seized Property pursuant to O.C.G.A. §17-5-52  
having been read and considered, and no protest having been heard,

IT IS HEREBY ORDERED that the Application be granted, and the Applicant is ordered  
to sell at public sale to persons who are licensed as firearms collectors, dealers, importers, or  
manufacturers under the provisions of 18 U.S.C. Section 921 the personal property listed in the  
Application pursuant to O.C.G.A. §17-5-52, listed in the above File Number.

IT IS FURTHER ORDERED that notice of the sale be published once a week for four  
weeks as set forth in O.C.G.A. §17-5-52.

SO ORDERED this 7 day of Nov, 2018.

  
\_\_\_\_\_  
Judge, Fayette County Superior Court  
Griffin Judicial Circuit

## Exhibit "A"

The following is a list of items to be sold by the Fayette County Sheriff's Office:

<u>Item Number:</u>	<u>Description:</u>	<u>Model#</u>	<u>Serial #:</u>
01	Whirlpool Electric Dryer	GEW9868KL0	MM1411721
02	Whirlpool Washing Machine	GVW9959KL1	CL4203610

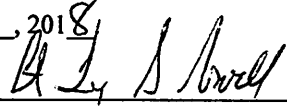
SUPERIOR COURT OF FAYETTE COUNTY  
STATE OF GEORGIAFiled in Office. Fayette County, Ga.  
10/26/2018 11:13 AM  
Sheila, Studdard, Superior Court ClerkIN RE: CERTAIN ITEMS OF ) FILE #:  
SEIZED PERSONAL PROPERTY ) CASE #: S1424310**APPLICATION FOR ORDER TO SELL SEIZED PROPERTY**

Fayette County Sheriff, Barry H. Babb, hereby requests that the Superior Court issue an Order to sell certain seized property pursuant to O.C.G.A. §17-5-54. These items have been used in criminal actions that have been disposed of and are no longer needed. Some of these items of personal property do not have identifiable owners. If there are identifiable owners, the owners have been contacted and their items of property remain unclaimed for more than 90 days after seizure. Other items are contraband and not needed for investigative or evidentiary purposes. These items are subject to forfeiture proceeding. Each item listed has real value and can be sold. A list of each item to be sold is attached hereto as Exhibit A.

I, Lt. Tray S. Powell, being over eighteen years of age, being of sound mind, and having personal knowledge of the facts contained herein hereby verify that the information contained within this Application for Order to Sell Seized Property filed pursuant to Official Code of Georgia Annotated §17-5-54 is true and correct to the best of my knowledge and belief. The undersigned verify there are no pending legal actions or appeals concerning the parties/items listed in Exhibit A.

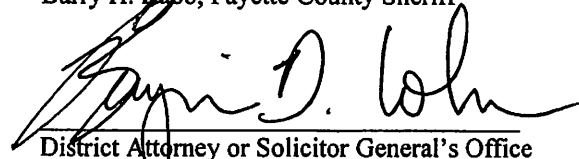
A proposed Order is attached.

Respectfully submitted this 25 day of Oct, 2018

  
Lt. Tray S. Powell,  
Fayette County Sheriff's Applicant

  
Barry H. Babb, Fayette County Sheriff

Sheriff Barry H. Babb  
Fayette County Sheriff  
155 Johnson Avenue  
Fayetteville, Georgia 30214  
(770) 461-6353

  
District Attorney or Solicitor General's Office  
Authorized Signature

IN THE SUPERIOR COURT OF FAYETTE COUNTY

STATE OF GEORGIA

Agency: Fayette County Sheriff's Office  
Fayette County, Georgia

Filed in Office. Fayette County, Ga.  
**10/26/2018 11:13 AM**  
Sheila, Studdard, Superior Court Clerk

In Re: Seized Personal Property

File #:  
Case #: S1424310


**ORDER GRANTING APPLICATION TO SELL SEIZED PROPERTY**

The Application For Order To Sell Seized Property pursuant to O.C.G.A. §17-5-54  
having been read and considered, and no protest having been heard,

IT IS HEREBY ORDERED that the Application be granted, and the Applicant is ordered  
to sell at public sale the personal property listed in the Application pursuant to O.C.G.A. §17-5-  
54, listed in the above File Number.

IT IS FURTHER ORDERED that notice of the sale be published once a week for four  
weeks as set forth in O.C.G.A. §17-5-54.

SO ORDERED this 26 day of Oct, 2018.

  
\_\_\_\_\_  
Judge, Fayette County Superior Court  
Griffin Judicial Circuit

**Exhibit "A"**

The following is a list of items to be sold by the Fayette County Sheriff's Office:

<u>Item Number:</u>	<u>Description:</u>	<u>Serial #:</u>
1	One Black & gold tone Gucci watch	14308076
2	One Silver tone watch labeled Gucci w/ additional links	14391922
3	One Black & gold tone watch with clear stones circling the face labeled Gucci	13461748
4	One Gold tone necklace with gold cross containing clear stones	
5	One large Men's gold tone ring with clear stones	
6	One Women's silver tone ring set with clear stones	
7	One gold tone earring with clear stone	

SUPERIOR COURT OF FAYETTE COUNTY  
STATE OF GEORGIA

Filed in Office, Fayette County, Ga.  
**10/26/2018 11:13 AM**  
Sheila, Studdard, Superior Court Clerk

IN RE: CERTAIN ITEMS OF ) FILE #:  
SEIZED PERSONAL PROPERTY ) CASE #: 0406593

**APPLICATION FOR ORDER TO SELL SEIZED PROPERTY**

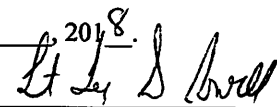
Fayette County Sheriff, Barry H. Babb, hereby requests that the Superior Court issue an Order to sell certain seized property pursuant to O.C.G.A. §17-5-54. These items have been used in criminal actions that have been disposed of and are no longer needed. Some of these items of personal property do not have identifiable owners. If there are identifiable owners, the owners have been contacted and their items of property remain unclaimed for more than 90 days after seizure. Other items are contraband and not needed for investigative or evidentiary purposes. These items are subject to forfeiture proceeding. Each item listed has real value and can be sold. A list of each item to be sold is attached hereto as Exhibit A.

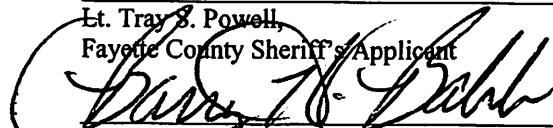
I, Lt. Tray S. Powell, being over eighteen years of age, being of sound mind, and having personal knowledge of the facts contained herein hereby verify that the information contained within this Application for Order to Sell Seized Property filed pursuant to Official Code of Georgia Annotated §17-5-54 is true and correct to the best of my knowledge and belief. The undersigned verify there are no pending legal actions or appeals concerning the parties/items listed in Exhibit A.

A proposed Order is attached.

Respectfully submitted this 18 day of Oct, 2018.

Sheriff Barry H. Babb  
Fayette County Sheriff  
155 Johnson Avenue  
Fayetteville, Georgia 30214  
(770) 461-6353

  
\_\_\_\_\_  
Lt. Tray S. Powell,  
Fayette County Sheriff's Applicant

  
\_\_\_\_\_  
Barry H. Babb, Fayette County Sheriff

  
\_\_\_\_\_  
District Attorney or Solicitor General's Office  
Authorized Signature



IN THE SUPERIOR COURT OF FAYETTE COUNTY  
STATE OF GEORGIA

Filed in Office. Fayette County, Ga.

10/26/2018 11:13 AM  
Sheila, Studdard, Superior Court Clerk

Agency: Fayette County Sheriff's Office  
Fayette County, Georgia

In Re: Seized Personal Property

File #:  
Case #: 0406593


**ORDER GRANTING APPLICATION TO SELL SEIZED PROPERTY**

The Application For Order To Sell Seized Property pursuant to O.C.G.A. §17-5-54  
having been read and considered, and no protest having been heard,

IT IS HEREBY ORDERED that the Application be granted, and the Applicant is ordered  
to sell at public sale the personal property listed in the Application pursuant to O.C.G.A. §17-5-  
54, listed in the above File Number.

IT IS FURTHER ORDERED that notice of the sale be published once a week for four  
weeks as set forth in O.C.G.A. §17-5-54.

SO ORDERED this 26 day of Oct, 2018.

  
\_\_\_\_\_  
Judge, Fayette County Superior Court  
Griffin Judicial Circuit

## Exhibit "A"

The following is a list of items to be sold by the Fayette County Sheriff's Office:

<u>Item Number:</u>	<u>Description:</u>	<u>Serial #:</u>
1	One silver tone chain bracelet	
2	One red in color pocket knife	

SUPERIOR COURT OF FAYETTE COUNTY  
STATE OF GEORGIAIN RE: CERTAIN ITEMS OF ) FILE #:  
SEIZED PERSONAL PROPERTY ) CASE #: 0406390**APPLICATION FOR ORDER TO SELL SEIZED PROPERTY**

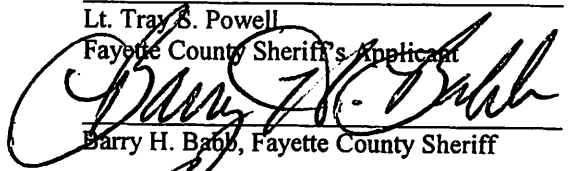
Fayette County Sheriff, Barry H. Babb, hereby requests that the Superior Court issue an Order to sell certain seized property pursuant to O.C.G.A. §17-5-54. These items have been used in criminal actions that have been disposed of and are no longer needed. Some of these items of personal property do not have identifiable owners. If there are identifiable owners, the owners have been contacted and their items of property remain unclaimed for more than 90 days after seizure. Other items are contraband and not needed for investigative or evidentiary purposes. These items are subject to forfeiture proceeding. Each item listed has real value and can be sold. A list of each item to be sold is attached hereto as Exhibit A.

I, Lt. Tray S. Powell, being over eighteen years of age, being of sound mind, and having personal knowledge of the facts contained herein hereby verify that the information contained within this Application for Order to Sell Seized Property filed pursuant to Official Code of Georgia Annotated §17-5-54 is true and correct to the best of my knowledge and belief. The undersigned verify there are no pending legal actions or appeals concerning the parties/items listed in Exhibit A.

A proposed Order is attached.

Respectfully submitted this 25 day of Oct, 2018.

  
Lt. Tray S. Powell  
Fayette County Sheriff's Applicant

  
Barry H. Babb, Fayette County Sheriff

Sheriff Barry H. Babb  
Fayette County Sheriff  
155 Johnson Avenue  
Fayetteville, Georgia 30214  
(770) 461-6353

  
District Attorney or Solicitor General's Office  
Authorized Signature

IN THE SUPERIOR COURT OF FAYETTE COUNTY

STATE OF GEORGIA

Filed in Office. Fayette County, Ga.

**10/26/2018 11:13 AM**

Sheila, Studdard, Superior Court Clerk

Agency: Fayette County Sheriff's Office  
Fayette County, Georgia

In Re: Seized Personal Property

File #:

Case #: 0406390

**ORDER GRANTING APPLICATION TO SELL SEIZED PROPERTY**

The Application For Order To Sell Seized Property pursuant to O.C.G.A. §17-5-54  
having been read and considered, and no protest having been heard,

IT IS HEREBY ORDERED that the Application be granted, and the Applicant is ordered  
to sell at public sale the personal property listed in the Application pursuant to O.C.G.A. §17-5-  
54, listed in the above File Number.

IT IS FURTHER ORDERED that notice of the sale be published once a week for four  
weeks as set forth in O.C.G.A. §17-5-54.

SO ORDERED this 26 day of Oct, 2018.

  
\_\_\_\_\_  
Judge, Fayette County Superior Court  
Griffin Judicial Circuit

## Exhibit "A"

The following is a list of items to be sold by the Fayette County Sheriff's Office:

<u>Item Number:</u>	<u>Description:</u>	<u>Serial #:</u>
1	One gold tone band ring	
2	One Silver tone ring with raised gold tone engraved face	
3	One gold tone chain necklace	
4	One Gold tone necklace with gold tone pendant containing one clear stone	
5	One gold tone necklace with gold tone and silver tone pendant	

SUPERIOR COURT OF FAYETTE COUNTY  
STATE OF GEORGIA

Filed in Office, Fayette County, Ga.  
**10/26/2018 11:13 AM**  
Sheila, Studdard, Superior Court Clerk

IN RE: CERTAIN ITEMS OF ) FILE #:  
SEIZED PERSONAL PROPERTY ) CASE #: 0403399

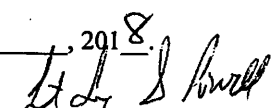
**APPLICATION FOR ORDER TO SELL SEIZED PROPERTY**

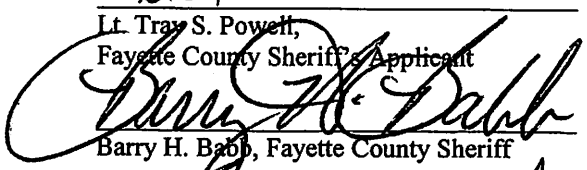
Fayette County Sheriff, Barry H. Babb, hereby requests that the Superior Court issue an Order to sell certain seized property pursuant to O.C.G.A. §17-5-54. These items have been used in criminal actions that have been disposed of and are no longer needed. Some of these items of personal property do not have identifiable owners. If there are identifiable owners, the owners have been contacted and their items of property remain unclaimed for more than 90 days after seizure. Other items are contraband and not needed for investigative or evidentiary purposes. These items are subject to forfeiture proceeding. Each item listed has real value and can be sold. A list of each item to be sold is attached hereto as Exhibit A.

I, Lt. Tray S. Powell, being over eighteen years of age, being of sound mind, and having personal knowledge of the facts contained herein hereby verify that the information contained within this Application for Order to Sell Seized Property filed pursuant to Official Code of Georgia Annotated §17-5-54 is true and correct to the best of my knowledge and belief. The undersigned verify there are no pending legal actions or appeals concerning the parties/items listed in Exhibit A.

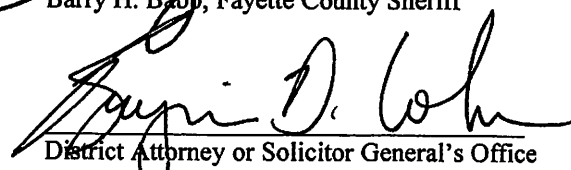
A proposed Order is attached.

Respectfully submitted this 25 day of Oct, 2018.

  
\_\_\_\_\_  
Lt. Tray S. Powell,  
Fayette County Sheriff's Applicant

  
\_\_\_\_\_  
Barry H. Babb, Fayette County Sheriff

Sheriff Barry H. Babb  
Fayette County Sheriff  
155 Johnson Avenue  
Fayetteville, Georgia 30214  
(770) 461-6353

  
\_\_\_\_\_  
District Attorney or Solicitor General's Office  
Authorized Signature



IN THE SUPERIOR COURT OF FAYETTE COUNTY

STATE OF GEORGIA

Filed in Office, Fayette County, Ga  
10/26/2018 11:13 AM  
Sheila, Studdard, Superior Court Cl

Agency: Fayette County Sheriff's Office  
Fayette County, Georgia

In Re: Seized Personal Property

File #:  
Case #: 0403399

**ORDER GRANTING APPLICATION TO SELL SEIZED PROPERTY**

The Application For Order To Sell Seized Property pursuant to O.C.G.A. §17-5-54  
having been read and considered, and no protest having been heard,

IT IS HEREBY ORDERED that the Application be granted, and the Applicant is ordered  
to sell at public sale the personal property listed in the Application pursuant to O.C.G.A. §17-5-  
54, listed in the above File Number.

IT IS FURTHER ORDERED that notice of the sale be published once a week for four  
weeks as set forth in O.C.G.A. §17-5-54.

SO ORDERED this 26 day of Oct, 2018.


  
\_\_\_\_\_  
Judge, Fayette County Superior Court  
Griffin Judicial Circuit

Exhibit "A"

The following is a list of items to be sold by the Fayette County Sheriff's Office:

Item Number:

Description:

Serial #:

1

One gold tone ring

IN THE SUPERIOR COURT OF FAYETTE COUNTY  
STATE OF GEORGIA

2017 APR 27 PM 1 44

SHEILA STUDDARD, CLERK

Agency: Fayette County Sheriff's Office  
Fayette County, Georgia

In Re: Seized Personal Property


File #: 3CAT\_\_\_\_\_

**ORDER GRANTING APPLICATION TO SELL SEIZED PROPERTY**

The Application For Order To Sell Seized Property pursuant to O.C.G.A. §17-5-52  
having been read and considered, and no protest having been heard,

IT IS HEREBY ORDERED that the Application be granted, and the Applicant is ordered  
to sell at public sale the personal property listed in the Application pursuant to O.C.G.A.  
§17-5-52, listed in the above File Number.

IT IS FURTHER ORDERED that notice of the sale be published once a week for four  
weeks as set forth in O.C.G.A. §17-5-52.

SO ORDERED this 25 day of April, 2017.  
\_\_\_\_\_  
Judge, Fayette County Superior Court  
Griffin Judicial Circuit

SUPERIOR COURT OF FAYETTE COUNTY  
STATE OF GEORGIA

2017 APR 27 PM 1 44

SHEILA STUDDARD, CLERK

IN RE: CERTAIN ITEMS OF ) FILE #: 3CAT  
SEIZED PERSONAL PROPERTY )

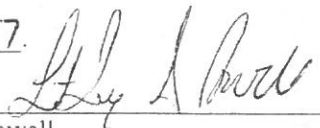
APPLICATION FOR ORDER TO SELL SEIZED PROPERTY

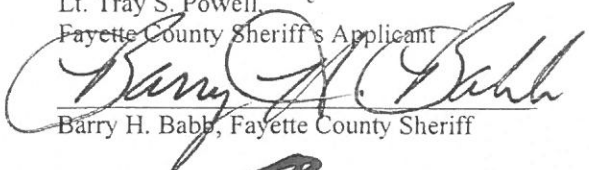
Fayette County Sheriff, Barry H. Babb, hereby requests that the Superior Court issue an Order to sell certain seized property pursuant to O.C.G.A. §17-5-52. These items have been used in criminal actions that have been disposed of and are no longer needed. Some of these items of personal property do not have identifiable owners. If there are identifiable owners, the owners have been contacted and their items of property remain unclaimed for more than 90 days after seizure. Other items are contraband and not needed for investigative or evidentiary purposes. These items are subject to forfeiture proceeding. Each item listed has real value and can be sold. A list of each item to be sold is attached hereto as Exhibit A.

I, Lt. Tray S. Powell, being over eighteen years of age, being of sound mind, and having personal knowledge of the facts contained herein hereby verify that the information contained within this Application for Order to Sell Seized Property filed pursuant to Official Code of Georgia Annotated §17-5-52 is true and correct to the best of my knowledge and belief. The undersigned verify there are no pending legal actions or appeals concerning the parties/items listed in Exhibit A.


A proposed Order is attached.

Respectfully submitted this 20 day of April, 2017.

  
Lt. Tray S. Powell,  
Fayette County Sheriff's Applicant

  
Barry H. Babb, Fayette County Sheriff

Sheriff Barry H. Babb  
Fayette County Sheriff  
155 Johnson Avenue  
Fayetteville, Georgia 30214  
(770) 461-6353

  
District Attorney or Solicitor General's Office  
Authorized Signature

## Exhibit "A"

The following is a list of items to be sold by the Fayette County Sheriff's Office:

<u>Item No.</u>	<u>Description:</u>
1	3 black and yellow doors with Cat written on them
2	2 door rails
3	2 short yellow metal rods w/ holes on each end
4	1 yellow metal piece for exhaust panel
5	1 yellow and black large door panel
6	1 yellow panel w/ squares out
7	2 black/yellow w/ red stripe metal panels
8	4 panels black/ yellow w/ #953C
9	2 Steel rails (pumpkin teeth) spacers/ adapters
10	2 yellow door panels w/#693LGP on them
11	3 pieces yellow metal panels Caterpillar w/Warning signs
12	1 yellow metal piece w/ wires
13	6 miscellaneous pieces of yellow metal
14	2 yellow metal doors w/ black netting inserts
15	2 black/ yellow panel (one w/ 312BL)
16	2 yellow panel w/ CAT EX-5 on one and CAT on one
17	1 yellow panel over flow panel
18	2 air intake panels
19	1 black net vent
20	28 yellow panels- belly pans
21	1 turbo pipe
22	9 track shoes assorted sizes
23	1 muffler
24	2 drop pins
25	1 hydraulic jack
26	10 hydraulic lines
27	2 KC lights in housing
28	1 black cage cover for exhaust
29	1 black radial seal air cleaner
30	4 dog bones
31	65 assorted size pins
32	1 black bucket w/ numerous miscellaneous size screws
33	1 black bucket w/ miscellaneous washer and spacers
34	5 idler rollers
35	1 metal rusty long pin
36	8 track adjusters
37	1 complete lower under carriage for right size
38	10 Bull gears
39	1 horse shoe shaped iron w/ metal handle
40	14 hydraulic arms yellow in color

41	2 yellow outer booms
42	1 wring gear (round)
43	13 hydraulic tanks, yellow in color
44	2 gas tanks
45	1 five foot bobcat bucket w/ teeth, blue in color
46	1 Miller bobcat 225G, 8000 watt generator on a welder, blue in color
47	1 inner and outer boom set Cat for excavator
48	2 Eight foot buckets for bulldozer
49	6- 3 to 4 foot excavator buckets
50	1 stump pincher
51	3 almost complete bucket assemblies
52	7 to 8 tracks for bulldozers
53	3 Caterpillar diesel track loader transmission
54	4 hydraulic pumps
55	1 hydraulic transmission pump set w/ 2 pumps
56	5 hydraulic control manifolds
57	8 CAT counter weights
58	1 drivers seat CAT Platform
59	3 black engine covers
60	9 pumps
61	1 Bobcat bucket w/ arms
62	1 Bobcat bucket 6 ft.
63	1 Cat chair
64	1 Bobcat cage and chair
65	1 Bobcat T190 turbo frame w/ control arm w/tract
66	13 radiators
67	1 Cat engine
68	1- 6x12 single axle trailer
69	1 acetylene torch set w/ dolly
70	1 Gardner air compressor
71	1 fuel pump on crate
72	1 -3500 pound trailer w/ trailer brake, dual axle
73	6 tractor trailer tires w/ rims
74	2 tires
75	1 heavy duty hitch
76	1 Ram 50, low boy trailer no serial numbers
77	10 Cat Cabs
78	1 yellow trailer, double axle, 24 feet
79	1- 21 ft. Hooper trailer, no VIN, double axle
80	1 transfer tank, 95 gallon, aluminum w/ pump
81	1 Cat hydraulic tank, yellow in color



# COUNTY AGENDA REQUEST

Page 79 of 258

Department: Legal

Presenter(s): Attorney Dennis Davenport

Meeting Date: Thursday, December 13, 2018

Type of Request: New Business **Item #7**

## Wording for the Agenda:

Consideration of the approval to present Resolution 2018-17; Fluoride, in a Legislative Package to the Georgia General Assembly for consideration at its upcoming session.

## Background/History/Details:

The Board of Commissioners approved Resolution 2014-19; Resolution Requesting the Fayette County Legislative Delegation to Consider Offering Changes to the Statue Governing the Use of Fluoride in Drinking Water on December 11, 2014.

The Board of Commissioners later approved Resolution 2016-18; to amend O.C.G.A. Sec. 12-5-175 to provide that communities may impose or remove fluoridation by referendum under certain circumstances.

The proposed 2018 Legislative Package would consist of Resolution 2018-17; Fluoride; to provide that communities may impose or remove fluoridation by referendum under certain circumstances, if approved.

## What action are you seeking from the Board of Commissioners?

Approval to present Resolution 2018-17; Fluoride, in a Legislative Package to the Georgia General Assembly for consideration at its upcoming session.

## If this item requires funding, please describe:

Has this request been considered within the past two years? No

If so, when?

Is Audio-Visual Equipment Required for this Request?\* No

Backup Provided with Request? Yes

***\* All audio-visual material must be submitted to the County Clerk's Office no later than 48 hours prior to the meeting. It is also your department's responsibility to ensure all third-party audio-visual material is submitted at least 48 hours in advance.***

Approved by Finance Not Applicable

Reviewed by Legal Yes

Approved by Purchasing Not Applicable

County Clerk's Approval Yes

Administrator's Approval

## Staff Notes:

**STATE OF GEORGIA**

**FAYETTE COUNTY**

**RESOLUTION**

**NO. 2018-\_\_\_**

**A RESOLUTION OF THE BOARD OF COMMISSIONERS OF FAYETTE COUNTY, GEORGIA; TO REQUEST THAT THE GENERAL ASSEMBLY FOR THE STATE OF GEORGIA ENACT AN AMENDMENT TO O.C.G.A. § 12-5-175 TO PROVIDE THAT COMMUNITIES MAY IMPOSE OR REMOVE FLUORIDATION BY REFERENDUM UNDER CERTAIN CIRCUMSTANCES; TO PROMOTE THE PUBLIC HEALTH, SAFETY AND WELFARE, AND FOR OTHER PURPOSES.**

**WHEREAS**, the Board of Commissioners for Fayette County, Georgia (the “County”) is the duly elected governing authority for the County; and

**WHEREAS**, O.C.G.A. § 12-5-175(a) provides that the Board of Natural Resources for the State of Georgia has the power to require, by regulation, fluoridation of potable public water supplies in incorporated communities lying wholly within this state, provided that in no case should such fluoridation be required at a level greater than one part per million parts of water (hereinafter the “fluoridation requirements”); and

**WHEREAS**, said statute further provides that any municipality or county and its water system can remove themselves from the terms of said statute by referendum called by petition of 10 percent of the registered voters in such political subdivision who voted in the last general election; and

**WHEREAS**, the Board of Commissioners believes that communities should have the ability to opt out of the fluoridation requirements imposed by the Board of Natural Resources if that is the will of the electors in such communities; and

**WHEREAS**, the Board of Commissioners further believes that the aforementioned provision permitting a community to opt out of the fluoridation requirements upon a referendum called by a petition of 10 percent of the registered voters who voted in the last general election is too burdensome to adequately permit communities to submit the issue to the electors; and

**WHEREAS**, the Board of Commissioners note that certain other provisions of state law that require questions to be submitted to the electors through referenda permit a municipality or county to call for such referenda by resolution of the governing authority in the absence of a petition signed by a certain percentage of the electors; and

**WHEREAS**, the Board of Commissioners therefore believes that, by amending O.C.G.A. § 12-5-175(a) to permit a municipality or county to call by resolution of the governing authority of said municipality or county for a referendum on whether said municipality or county and its water system shall remove itself from the fluoridation requirements, the General Assembly would be furthering the aims of democracy by removing obstacles to the electors' ability to decide whether or not such fluoridation requirements are appropriate for their communities.

**NOW, THEREFORE BE IT RESOLVED** that the Board of Commissioners hereby requests that the General Assembly adopt legislation amending O.C.G.A. § 12-5-175(a) to permit a municipality or county to call by resolution of the governing authority of said municipality or county for a referendum on whether said municipality or county and its water system shall remove itself from the fluoridation requirements imposed by the Board of Natural Resources.

**SO RESOLVED** this \_\_\_\_ day of \_\_\_\_\_, 2018.

BOARD OF COMMISSIONERS OF  
FAYETTE COUNTY, GEORGIA

By: \_\_\_\_\_  
Eric K. Maxwell, Chairman

(SEAL)

ATTEST:

\_\_\_\_\_  
Tameca P. White, County Clerk

Approved as to form:

\_\_\_\_\_  
County Attorney

# COUNTY AGENDA REQUEST

Page 83 of 258

Department: Legal

Presenter(s): Attorney Dennis Davenport

Meeting Date: Thursday, December 13, 2018

Type of Request: New Business

## Wording for the Agenda:

Consideration of the approval to present Resolution 2018-18; Title Ad Valorem Tax in a Legislative Package to the Georgia General Assembly for consideration at its upcoming session.

## Background/History/Details:

The Board approved Resolution 2016-16; Title Ad Valorem Tax (TAVT). The proposed Legislative Package consists of Resolution 2016-16; Title Ad Valorem Tax (TAVT); collections for local governments may not be reduced by operation of law.

The proposed 2018 Legislative Package would consist of Resolution 2018-18; Title Ad Valorem Tax (TAVT), if approved.

## What action are you seeking from the Board of Commissioners?

Approval to present Resolution 2016-16; Title Ad Valorem Tax in a Legislative Package to the Georgia General Assembly for consideration at its upcoming session.

## If this item requires funding, please describe:

Has this request been considered within the past two years? No

If so, when?

Is Audio-Visual Equipment Required for this Request? No

Backup Provided with Request? Yes

***\* All audio-visual material must be submitted to the County Clerk's Office no later than 48 hours prior to the meeting. It is also your department's responsibility to ensure all third-party audio-visual material is submitted at least 48 hours in advance.***

Approved by Finance Not Applicable

Reviewed by Legal Yes

Approved by Purchasing Not Applicable

County Clerk's Approval Yes

Administrator's Approval

## Staff Notes:

**STATE OF GEORGIA**

**FAYETTE COUNTY**

**RESOLUTION**

**NO. 2018-\_\_\_**

**A RESOLUTION OF THE BOARD OF COMMISSIONERS OF FAYETTE COUNTY, GEORGIA; TO REQUEST THAT THE GENERAL ASSEMBLY FOR THE STATE OF GEORGIA ENACT AN AMENDMENT TO O.C.G.A. § 48-5C-1 TO PROVIDE THAT TITLE AD VALOREM TAX COLLECTIONS FOR LOCAL GOVERNMENTS MAY NOT BE REDUCED BY OPERATION OF LAW; TO PROMOTE THE PUBLIC HEALTH, SAFETY AND WELFARE, AND FOR OTHER PURPOSES.**

**WHEREAS**, the Board of Commissioners for Fayette County, Georgia (the “County”) is the duly elected governing authority for the County; and

**WHEREAS**, the title ad valorem tax (“TAVT”) was instituted by the General Assembly in 2013 to be assessed on the purchase of motor vehicles; and

**WHEREAS**, a new chapter in Title 48 was added to the Official Code of Georgia Annotated, Chapter 5C, containing the manner in which the TAVT would be implemented; and

**WHEREAS**, O.C.G.A. § 48-5C-1 provides, among other things, that the state revenue commissioner may reduce the local government share of TAVT collections by operation of law; and

**WHEREAS**, Fayette County, and all other local governments collecting TAVT desire a more predictable manner in which such taxes are collected; and



**WHEREAS**, the Board of Commissioners believes that a more structured phase-in of the local government share of the TAVT which does not include a formula by which the state revenue commissioner may reduce the local government share of the TAVT better enables the local governments to have a more reliable revenue stream for budgeting and other purposes; and

**WHEREAS**, draft legislation has been prepared by Fayette County which would help produce a more reliable method of assessing the TAVT for local governments such as Fayette County, such draft legislation is attached hereto as Exhibit “A” with said Exhibit “A” being incorporated herein by this reference.

**NOW, THEREFORE BE IT RESOLVED** that the Board of Commissioners hereby requests that the General Assembly adopt legislation substantially the same as is shown in Exhibit “A” amending O.C.G.A. § 48-5C-1 to remove the provision which allows the state revenue commissioner to reduce the local government share by operation of law.

**SO RESOLVED** this \_\_\_\_ day of \_\_\_\_\_, 2018.

BOARD OF COMMISSIONERS OF  
FAYETTE COUNTY, GEORGIA

By: \_\_\_\_\_  
Eric K. Maxwell, Chairman

(SEAL)

ATTEST:

\_\_\_\_\_  
Tameca P. White, County Clerk

Approved as to form:

\_\_\_\_\_  
County Attorney

# ALTERNATIVE AD VALOREM TAX

## ON MOTOR VEHICLES

No. \_\_\_\_ (House Bill No. \_\_\_\_)

### AN ACT

To amend Code Section 48-5C-1 of the Official Code of Georgia Annotated, relating to the alternative ad valorem tax on motor vehicles, so as to remove the provision which allows the state revenue commissioner to reduce the local government share of the title ad valorem tax by operation of law; to provide for related matters; to provide for applicability; to repeal conflicting laws; and for other purposes.

BE IT ENACTED BY THE GENERAL ASSEMBLY OF GEORGIA:

### SECTION 1.

Code Section 48-5C-1 of the Official Code of Georgia Annotated, relating to the title ad valorem tax on motor vehicles, is amended by striking certain language from subsection (b) (1) (B) (vii) – (xi) to read as follows:

(vii) For the 2017 tax year, ~~except as otherwise provided in divisions (xiii) and (xiv) of this subparagraph,~~ the state title ad valorem tax shall be at a rate equal to 44 percent of the tax rate specified in division (ii) of this subparagraph, and the local title ad valorem tax rate shall be at a rate equal to 56 percent of the tax rate specified in division (ii) of this subparagraph.

(viii) For the 2018 tax year, ~~except as otherwise provided in division (xiii) of this subparagraph,~~ the state title ad valorem tax shall be at a rate equal to 40 percent of the tax

rate specified in division (ii) of this subparagraph, and the local title ad valorem tax rate shall be at a rate equal to 60 percent of the tax rate specified in division (ii) of this subparagraph.

(ix) For the 2019 tax year, ~~except as otherwise provided in divisions (xiii) and (xiv) of this subparagraph,~~ the state title ad valorem tax shall be at a rate equal to 36 percent of the tax rate specified in division (ii) of this subparagraph, and the local title ad valorem tax rate shall be at a rate equal to 64 percent of the tax rate specified in division (ii) of this subparagraph.

(x) For the 2020 tax year, ~~except as otherwise provided in division (xiii) of this subparagraph,~~ the state title ad valorem tax shall be at a rate equal to 34 percent of the tax rate specified in division (ii) of this subparagraph, and the local title ad valorem tax rate shall be at a rate equal to 66 percent of the tax rate specified in division (ii) of this subparagraph.

(xi) For the 2021 tax year, ~~except as otherwise provided in division (xiii) of this subparagraph,~~ the state title ad valorem tax shall be at a rate equal to 30 percent of the tax rate specified in division (ii) of this subparagraph, and the local title ad valorem tax rate shall be at a rate equal to 70 percent of the tax rate specified in division (ii) of this subparagraph.

## SECTION 2.

Said Code Section is further amended by striking and adding certain information to subsection (b) (1) (B) (xiii), and by striking certain information from subsection (b) (1) (B) (xiv), to read as follows:

(xiii) ~~Beginning in 2016, by~~ By not later than January 15 of each tax year through the 2022 tax year, the state revenue commissioner shall determine the local target collection amount and the local current collection amount for the preceding calendar year. If such local current collection amount is greater than, equal to, or within 1 percent of the local target collection amount, then the state title ad valorem tax rate and the local title ad valorem tax rate for such tax year shall remain at the rate specified in this subparagraph for that year. ~~If the local current collection amount is more than 1 percent greater than the local target collection amount, then the local title ad valorem tax rate for such tax year shall be reduced automatically by operation of this division by such percentage amount as may be necessary so that, if such rate had been in effect for the calendar year under review, the local current collection amount would have produced an amount equal to the local target collection amount, and the state title ad valorem tax rate for such tax year shall be increased by an equal amount to maintain the combined state and local title ad valorem tax rate at the rate specified in division (ii) of this subparagraph.~~ If the local current collection amount is more than 1 percent less than the local target collection amount, then the local title ad valorem tax rate for such tax year shall be increased automatically by operation of this division by such percentage amount as may be necessary so that, if such rate had been in effect for the calendar year under review, the local current collection amount would have produced an amount equal to the local target

collection amount, and the state title ad valorem tax rate for such tax year shall be reduced by an equal amount to maintain the combined state and local title ad valorem tax rate at the rate specified in division (ii) of this subparagraph. In the event of an adjustment of such ad valorem tax rates, by not later than January 31 of such tax year, the state revenue commissioner shall notify the tax commissioner of each county in this state of the adjusted rate amounts. The effective date of such adjusted rate amounts shall be January 1 of such tax year.

(xiv) In tax years ~~2015~~, 2018, and 2022, by not later than July 1 of each such tax year, the state revenue commissioner shall determine the state target collection amount and the state current collection amount for the preceding calendar year. If such state current collection amount is greater than, equal to, or within 1 percent of the state target collection amount after making the adjustment, if any, required in division (xiii) of this subparagraph, then the combined state and local title ad valorem tax rate provided in division (ii) of this subparagraph shall remain at the rate specified in such division. If the state current collection amount is more than 1 percent less than the state target collection amount after making the adjustment, if any, required by division (xiii) of this subparagraph, then the combined state and local title ad valorem tax rate provided in division (ii) of this subparagraph shall be increased automatically by operation of this division by such percentage amount as may be necessary so that , if such rate had been in effect for the calendar year under review, the state current collection amount would have produced an amount equal to the state target collection amount, and the state title ad valorem tax rate and the local title ad valorem tax rate for the tax year in which such increase in the combined state and local title ad valorem tax rate shall become effective

shall be adjusted from the rates specified in this subparagraph or division (xiii) of this subparagraph for such tax year such that the proceeds from such increase in the combined state and local title ad valorem tax rate shall be allocated in full to the state. In the event of an adjustment of the combined state and local title ad valorem tax rate, by not later than August 31 of such tax year, the state revenue commissioner shall notify the tax commissioner of each county in this state of the adjusted combined state and local title ad valorem tax rate for the next calendar year. The effective date of such adjusted combined state and local title ad valorem tax rate shall be January 1 of the next calendar year. Notwithstanding the provisions of this division, the combined state and local title ad valorem tax rate shall not exceed 9 percent.

### **SECTION 3.**

All laws and parts of laws in conflict with this Act are repealed.



# COUNTY AGENDA REQUEST

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Department:

Presenter(s):

Meeting Date:

Type of Request:

## Wording for the Agenda:

Consideration of the approval to present Resolution 2018-19; Boating and Minors, in a Legislative Package to the Georgia General Assembly for consideration at its upcoming session.

## Background/History/Details:

This matter was discussed as a proposed Ordinance (Ordinance 2016-21) at the November 10, 2016 meeting of the Board of Commissioners. The minutes of that discussion is included.

The proposed 2018 Legislative Package would consist of Resolution 2018-19; Boating and Minors, to amend O.C.G.A. Sec. 52-7-8.3 to permit persons age 10 to 15 years old to operate racing sculls, racing shells and racing sweeps, regardless of size, on any of the waters of this state, provided that such person is under the direct supervision of a certified instructor.

## What action are you seeking from the Board of Commissioners?

Approval to present Resolution 2018-19; Boating and Minors, in a Legislative Package to the Georgia General Assembly for consideration at its upcoming session.

## If this item requires funding, please describe:

Not applicable

Has this request been considered within the past two years?

If so, when?

Is Audio-Visual Equipment Required for this Request?\*

Backup Provided with Request?

***\* All audio-visual material must be submitted to the County Clerk's Office no later than 48 hours prior to the meeting. It is also your department's responsibility to ensure all third-party audio-visual material is submitted at least 48 hours in advance.***

Approved by Finance

Reviewed by Legal

Approved by Purchasing

County Clerk's Approval

Administrator's Approval

## Staff Notes:

**STATE OF GEORGIA**

**FAYETTE COUNTY**

**RESOLUTION**

**NO. 2018-\_\_\_**

**A RESOLUTION OF THE BOARD OF COMMISSIONERS OF FAYETTE COUNTY, GEORGIA; TO REQUEST THAT THE GENERAL ASSEMBLY FOR THE STATE OF GEORGIA ENACT AN AMENDMENT TO O.C.G.A. § 52-7-8.3 TO PERMIT PERSONS AGE 10 TO 15 YEARS OLD TO OPERATE RACING SCULLS, RACING SHELLS AND RACING SWEEPS, REGARDLESS OF SIZE, ON ANY OF THE WATERS OF THIS STATE, PROVIDED THAT SUCH PERSON IS UNDER THE DIRECT SUPERVISION OF A CERTIFIED INSTRUCTOR; TO PROMOTE THE PUBLIC HEALTH, SAFETY AND WELFARE, AND FOR OTHER PURPOSES.**

**WHEREAS**, the Board of Commissioners for Fayette County, Georgia (the “County”) is the duly elected governing authority for the County; and

**WHEREAS**, O.C.G.A. § 52-7-8.3 provides restrictions on the operation of watercraft on the waters of this state; and

**WHEREAS**, rowing is a growing youth sport in the State of Georgia; and

**WHEREAS**, said statute permits persons 12 through 15 years of age to operate personal watercraft or Class A vessels on any of the waters of this state, provided such persons are accompanied by an adult 18 years of age or older who is authorized to use such vessels, or have completed a boating education course approved by the Department of Natural Resources; and

**WHEREAS**, said statute further permits persons under 12 years of age to operate Class A vessels, other than personal watercraft, that do not use mechanical means of propulsion exceeding 30 horsepower, provided such persons are accompanied by an adult 18 years of age or older who is authorized to use such vessels

**WHEREAS**, the Board of Commissioners believes that persons aged 10 to 15 years should also be permitted to operate racing sculls, racing shells and racing sweeps, regardless of size, on any of the waters of this state, provided that such persons are under the direct supervision of a certified instructor; and

**WHEREAS**, the Board of Commissioners therefore believes that O.C.G.A. § 52-7-8.3 should be amended to permit persons aged 10 to 15 years to operate racing sculls, racing shells and racing sweeps, regardless of size, on any of the waters of this state, provided that such persons are under the direct supervision of a certified instructor.

**NOW, THEREFORE BE IT RESOLVED** that the Board of Commissioners hereby requests that the General Assembly adopt legislation amending O.C.G.A. § 52-7-8.3 to permit a persons aged 10 to 15 years to operate racing sculls, racing shells and racing sweeps, regardless of size, on any of the waters of this state, provided that such persons are under the direct supervision of a certified instructor.

**SO RESOLVED** this \_\_\_\_ day of \_\_\_\_\_, 2018.

BOARD OF COMMISSIONERS OF  
FAYETTE COUNTY, GEORGIA

By: \_\_\_\_\_  
Eric K. Maxwell, Chairman

(SEAL)

ATTEST:

\_\_\_\_\_  
Tameca P. White, County Clerk

Approved as to form:

\_\_\_\_\_  
County Attorney

# COUNTY AGENDA REQUEST

Page 96 of 258

Department:

Presenter(s):

Meeting Date:

Type of Request:

## Wording for the Agenda:

Consideration of the approval to present Resolution 2018-20; Protecting Religious Freedom in a Legislative Package to the Georgia General Assembly for consideration at its upcoming session.

## Background/History/Details:

The Board of Commissioners approved Resolution 2018-03 regarding this topic. The vote was 4-1 with Commissioner Charles Rousseau voting in opposition.

House Resolution 514 of the 114th Congress was introduced in November 2015 by Representative Alexander Mooney (R-WV-2). According to the the U.S. Congress website, this resolution "expresses the sense of the House of Representatives that the U.S. Government: (1) should not infringe upon the ability of American citizens to act in accordance with their sincerely held religious beliefs, and (2) condemns any behavior by the states that limits the ability of individuals to express such beliefs."

This resolution is in response to Senate Bill 233; State Government; preservation of religious freedom.

## What action are you seeking from the Board of Commissioners?

Approval to present Resolution 2018-20; Protecting Religious Freedom in a Legislative Package to the Georgia General Assembly for consideration at its upcoming session.

## If this item requires funding, please describe:

Has this request been considered within the past two years?

If so, when?

Is Audio-Visual Equipment Required for this Request?\*

Backup Provided with Request?

***\* All audio-visual material must be submitted to the County Clerk's Office no later than 48 hours prior to the meeting. It is also your department's responsibility to ensure all third-party audio-visual material is submitted at least 48 hours in advance.***

Approved by Finance

Reviewed by Legal

Approved by Purchasing

County Clerk's Approval

Administrator's Approval

## Staff Notes:

**STATE OF GEORGIA**

**FAYETTE COUNTY**

**RESOLUTION**

**NO. 2018-\_\_**

**A RESOLUTION OF THE BOARD OF COMMISSIONERS OF FAYETTE COUNTY, GEORGIA; TO ADOPT AS ITS OWN THE TEXT OF H. RES. 514 OF THE 114TH CONGRESS OF THE UNITED STATES; TO REQUEST THAT THE GENERAL ASSEMBLY ADOPT AS ITS OWN THE TEXT OF H. RES. 514 OF THE 114TH CONGRESS OF THE UNITED STATES AND TAKE ANY NECESSARY ACTION TO PROTECT RELIGIOUS FREEDOM IN GEORGIA; TO PROMOTE THE PUBLIC HEALTH, SAFETY AND WELFARE, AND FOR OTHER PURPOSES.**

**WHEREAS**, the Board of Commissioners for Fayette County, Georgia (the “County”) is the duly elected governing authority for the County; and

**WHEREAS**, on November 4, 2015, there was introduced in the House of Representatives of the United States of America a resolution designated as H. Res. 514 and entitled “Protecting Religious Freedom in America”<sup>1</sup>; and

**WHEREAS**, it is the belief of the Board that the General Assembly should take action to protect religious freedom in the State of Georgia by enacting a similar resolution; and

**WHEREAS**, the Board also desires to adopt as its own the text of said resolution to signify its dedication to the protection of religious freedom in Fayette County and in the State of Georgia; and

**WHEREAS**, it is the sense of the Board that Federal, State and local governments should not infringe on the ability of citizens to act in accordance with their religious beliefs; and

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<sup>1</sup> See H.R. Res. 514, 114th Cong. (2015).

**WHEREAS**, the United States was founded on the principles of freedom and democracy, and, as Benjamin Franklin stated in the Pennsylvania Gazette in 1737, “Freedom of speech is a principal pillar of a free government; when this support is taken away, the constitution of a free society is dissolved, and tyranny is erected on its ruins.”<sup>2</sup>; and

**WHEREAS**, freedom from religious persecution motivated many to flee Europe and make a new life in America and approximately 20,000 Puritans left England and settled in America in search of the liberty to worship God according to their beliefs<sup>3</sup>; and

**WHEREAS**, the Declaration of Independence affirms the sovereignty of God: “... they are endowed by their Creator with certain unalienable Rights, that among these are Life, Liberty, and the pursuit of Happiness ...”<sup>4</sup>; and

**WHEREAS**, the right to freedom of speech was codified in the First Amendment to the Bill of Rights, which states “Congress shall make no law respecting an establishment of religion, or prohibiting the free exercise thereof; or abridging the freedom of speech, or of the press; or the right of the people peaceably to assemble, and to petition the government for a redress of grievances.”<sup>5</sup>; and

**WHEREAS**, the freedom of religion is not simply a blessing, but also a right and as our first President George Washington said, “The liberty enjoyed by the People of these States, of worshiping Almighty God agreeable [sic] to their Consciences, is not only among the choicest of their *Blessings*, but also of their *Rights*.”<sup>6</sup>; and

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<sup>2</sup> Benjamin Franklin, Editorial, *On Freedom of Speech and the Press*, PA. GAZETTE, Nov. 17, 1737.

<sup>3</sup> See ROSCOE LEWIS ASHLEY, *AMERICAN HISTORY* 52 (Macmillan 1908).

<sup>4</sup> THE DECLARATION OF INDEPENDENCE para. 2 (U.S. 1776).

<sup>5</sup> U.S. CONST. amend. I.

<sup>6</sup> Letter from George Washington to the Society of Quakers (Oct. 13, 1789).



**WHEREAS**, George Washington also said, “[L]et us with caution indulge the supposition, that morality can be maintained without religion . . . reason and experience both forbid us to expect, that national morality can prevail in exclusion of religious principle.”<sup>7</sup>; and

**WHEREAS**, the right to freedom of speech applies to speech based on religious beliefs, and as Thomas Jefferson stated “[t]hat the opinions of men are not the object of civil government, not under its jurisdiction; that to suffer the civil magistrate to intrude his powers into the field of opinion and to restrain the profession or propagation of principles on supposition of their ill tendency is a dangerous fallacy, which at once destroys all religious liberty.”<sup>8</sup>; and

**WHEREAS**, the Free Exercise Clause of the First Amendment, which protects the right to practice religion, is applied to the States through the 14th Amendment and as stated by the Supreme Court: “Freedom of conscience and freedom to adhere to such religious organization or form of worship as the individual may choose cannot be restricted by law.”<sup>9</sup>; and

**WHEREAS**, the Government may not determine which moral or religious beliefs are acceptable and “Religious beliefs need not be acceptable, logical, consistent, or comprehensible to others in order to merit First Amendment protection.”<sup>10</sup>; and

**WHEREAS**, at the founding of our Nation, it was known even then that “nothing is more dreaded than the National Government meddling with Religion.” (John Adams)<sup>11</sup>; and

**WHEREAS**, American citizens must be confident that their speech is protected even if others disagree with what they say and as Justice Thurgood Marshall wrote in Police Dept. of City of Chicago v. Mosley “But, above all else, the First Amendment means that government has

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<sup>7</sup> President George Washington, Farewell Address (Sept. 17, 1796).

<sup>8</sup> Bill No. 82, 1779 Sess. (Va. 1779).

<sup>9</sup> Cantwell v. Connecticut, 310 U.S. 296, 304 (1940).

<sup>10</sup> Thomas v. Review Bd. Of Indiana Employment Security Div., 450 U.S. 707, 714 (1981).

<sup>11</sup> Letter from John Adams to Benjamin Rush (June 12, 1812).

no power to restrict expression because of its message, its ideas, its subject matter, or its content.”<sup>12</sup>; and

**WHEREAS**, protection of religious liberty remains undeniably intertwined with the freedoms inherent in democracy, and as Ronald Reagan stated “To those who cite the first amendment as reason for excluding God from more and more of our institutions and everyday life, may I just say: The first amendment of the Constitution was not written to protect the people of this country from religious values; it was written to protect religious values from government tyranny.”<sup>13</sup>; and

**WHEREAS**, persecution because of religious beliefs will not be tolerated within Fayette County and should not be tolerated anywhere in the State of Georgia or the United States of America.

**NOW, THEREFORE BE IT RESOLVED** that it is hereby the sense of the Board of Commissioners that:

- (1) Fayette County shall not infringe upon the ability of individuals to act in accordance with their sincerely held religious beliefs; and
- (2) Fayette County condemns any behavior by any other government that limits the ability of individuals to express their religious beliefs.

**BE IT FURTHER RESOLVED** that the Board of Commissioners hereby requests that the General Assembly of the State of Georgia adopt as its own the text of H. Res. 514 of the 114th Congress of the United States of America and that the General Assembly take any and all action necessary to protect religious freedom in the State of Georgia.

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<sup>12</sup> 408 U.S. 92, 95 (1972).

<sup>13</sup> President Ronald Reagan, Address Before a Joint Session of the Alabama State Legislature in Montgomery (Mar. 15, 1982).

**SO RESOLVED** this \_\_\_\_ day of \_\_\_\_\_, 2018.

BOARD OF COMMISSIONERS OF  
FAYETTE COUNTY, GEORGIA

By: \_\_\_\_\_  
Eric K. Maxwell, Chairman

(SEAL)

ATTEST:

\_\_\_\_\_  
Tameca P. White, County Clerk

Approved as to form:

\_\_\_\_\_  
County Attorney

## **BOARD OF COUNTY COMMISSIONERS**

Charles W. Oddo, Chairman  
Randy Ognio, Vice Chairman  
David Barlow  
Steve Brown  
Charles D. Rousseau



## **FAYETTE COUNTY, GEORGIA**

Steve Rapson, County Administrator  
Dennis A. Davenport, County Attorney  
Floyd L. Jones, County Clerk  
Tameca P. White, Chief Deputy County Clerk

140 Stonewall Avenue West  
Public Meeting Room  
Fayetteville, GA 30214

## **MINUTES**

November 10, 2016  
7:00 p.m.

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Welcome to the meeting of your Fayette County Board of Commissioners. Your participation in County government is appreciated. All regularly scheduled Board meetings are open to the public and are held on the 2<sup>nd</sup> and 4<sup>th</sup> Thursday of each month at 7:00 p.m.

### **Call to Order**

Chairman Oddo called the November 10, 2016 Board of Commissioners meeting to order at 7:00 p.m.

### **Invocation by Vice Chairman Ognio**

Vice Chairman Ognio introduced Senator Mike Crane to offer the Invocation. Senator Crane offered the Invocation.

### **Pledge of Allegiance**

Senator Crane led the Board and audience in the Pledge of Allegiance.

### **Acceptance of Agenda**

Vice Chairman Ognio moved to accept the agenda with the amendments to move Item #1 after Item #3 and to add a Recognition as Item #4a. Commissioner Brown seconded the motion. The motion passed 5-0.

### **PROCLAMATION/RECOGNITION:**

#### **1. Recognition of awardees for the Fayette County Public Arts Committee "2016 Scarecrow Competition".**

The Public Arts Committee Chairperson Donna Thompson and Public Arts Committee Member Jeff Mellin, with the Board recognized First Place winners Fayette County UGA Extension Junior Master Gardeners, Second Place winners Town of Tyrone, Third Place winners Girl Scout Troop 15017 and Honorable Mentioned winners Sierra Pyron, Brenda Ludecke and Commissioner Steve Brown. All the awardees took a photo with the Board. A copy of the request, identified as "Attachment 1," follows these minutes and is made an official part hereof.

#### **2. Proclamation to honor Mr. Sydney (deceased) and Mrs. Adelaide (Addie) Edwards' family's 178 combined years of military service history.**

Chairman Oddo read a brief history of the Edwards' family military service history. He spoke of the family's branch of service, rank and number of years of service. Chairman Oddo then read a proclamation in honor of the Edwards family including

Bond, the family's service dog who also served in the military. The family joined Chairman Oddo and the Board for a photo. A copy of the request and the proclamation identified as "Attachment 2," follows these minutes and is made an official part hereof.

**3. Proclamation to honor all Fayette County Veterans.**

Chairman Oddo asked all Veterans present to come up to be recognized. American Legion Post 105 was also present to receive the proclamation. Chairman Oddo read the proclamation to honor all Veterans. The Veterans joined Chairman Oddo and the Board for a photo. A copy of the request and the proclamation identified as "Attachment 3," follows these minutes and is made an official part hereof.

**4. Recognition of the graduates of the inaugural Fire & Emergency Services Citizen Fire Academy.**

Fire Chief David Scarborough presented a brief PowerPoint slide and explained the Fire & Emergency Services Citizen Fire Academy program. All participants of the Fire Academy were present to accept a certificate. The Fire Academy class also made a \$75.00 donation to the Fayette Fighter Foundation. A copy of the request identified as "Attachment 4," follows these minutes and is made an official part hereof.

**4a. Recognition of Floyd Jones for his service as County Clerk.**

County Administrator Steve Rapson stated that the Board would like to recognize that Floyd Jones received his Master Certification from the University of Georgia (UGA) Carl Vinson Institute and that he has been appointed as the new Fayette County Elections Supervisor by the Board of Elections. The Board and Mr. Rapson presented Mr. Jones with a plaque for his services. Floyd thanked the Board for entrusting him with the Clerk's office and he expressed that he hopes he has done a good job and that he is looking forward to starting in Elections where he will take on a new aspect and a new trust.

**PUBLIC HEARING:**

**CONSENT AGENDA:**

Commissioner Brown moved to accept the agenda. Vice Chairman Ognio asked to have Items #5, #8 and #10 removed for discussion. Commissioner Rousseau asked to remove Item #11 to make a correction to the minutes. Commissioner Brown amended his motion to approve Items #6, #7 and #9 as written. Commissioner Barlow seconded. The motion passed 5-0.

**5. Approval of the Elections Board's recommendation to reorganize the Elections Office.**

Vice Chairman Ognio stated that he wanted Mr. Rapson to elaborate on this agenda item. Mr. Rapson explained that the Elections Board held interviews for this position and made an offer, as an internal promotion to Mr. Floyd Jones. He stated that Mr. Jones' classification is higher than the classification in the Elections office. He stated that the Elections Board decided it was best to make an adjustment to his salary, otherwise he would be making less than what he is currently making. He stated that there is a saving of \$3,700 with the proposed adjustment. He stated that in conjunction with this change, the Elections Board reviewed the structure of the organization and that there was no position to serve as a "number two" position for that department. He stated that the proposal is to have University of Georgia (UGA) to conduct a study and create a position of an Elections Manager or whatever title that is determined by UGA. He stated that this proposal is to establish the funding mechanism for the change and process the change as a reclassification and do an internal promotion

within the Elections department. He stated that there is enough funds between the Elections Supervisor that left, the new promotion, as well as the reclassification in the Elections' current budget. He stated that because it is a reclassification it requires Board action. Vice Chairman Ognio confirmed that this is not to add a new position. Mr. Rapson stated that the head count would remain the same.

Vice Chairman Ognio moved to approve the Elections Board's recommendation to reorganize the Elections Office. Commissioner Brown seconded. No discussion followed. The motion passed 5-0. A copy of the request identified as "Attachment 5," follows these minutes and is made an official part hereof.

6. **Adoption of the revised Ordinance 2016-20, Article IX. Soil Erosion and Sedimentation Control of the Fayette County Development Regulations as required by the Georgia Environmental Protection Division and Georgia Soil and Water Conservation Commission effective January 1, 2017. A copy of the request identified as "Attachment 6," follows these minutes and is made an official part hereof.**
7. **Approval of staff's recommendation to award request for proposal #1198-P for a High Pressure Pump with tank to HMA Fire, LLC in the amount of \$18,192.10 and to transfer \$2,192.10 from the Fire Contingency account to complete the purchase. A copy of the request identified as "Attachment 7," follows these minutes and is made an official part hereof.**
8. **Approval of staff's recommendation to approve the purchase of a new CAT 12M3 Motorgrader off the Georgia Department of Administrative Services (DOAS) statewide contract for \$232,216.00 from Yancy and staff recommendation to trade-in #81277 (1987 CAT 140G Motorgrader) for the value of \$47,700.00 to Yancy.**

Vice Chairman Ognio stated that when he reviewed this agenda item he felt it was great to have the funds to purchase a new Motorgrader. He stated that he was concerned about the trade-in value. He stated that the County has worked out a way to place the item on GovDeals for the minimum of the trade-in value and it will have to sell for more than that amount. He stated that if it sells for more than the minimum value then the County can keep the extra funds for more equipment replacement and if not, then Yancy will still take the trade-in for the value of \$47,700.00. He stated that it is a win-win situation for the County.

Vice Chairman Ognio moved to approve staff's recommendation to approve the purchase of a new CAT 12M3 Motorgrader off the Georgia Department of Administrative Services (DOAS) statewide contract for \$232,216.00 from Yancy and have staff place the 1987 CAT 140G Motorgrader on GovDeals for sale with a minimum reserved price of \$47,700.00 and if the reserved price is not obtained to trade-in #81277 (1987 CAT 140G Motorgrader) for the value of \$47,700.00 to Yancy. Commissioner Brown seconded. No discussion followed. The motion passed 5-0. A copy of the request identified as "Attachment 8," follows these minutes and is made an official part hereof.

9. **Approval of staff's recommendation to authorize the Fayette County Solicitor's Office to accept a continuing grant award from the Criminal Justice Coordinating Council in the amount of \$68,000.00 with the continuing grant award period beginning October 1, 2016 and expiring September 30, 2017, and authorization for the Chairman to sign all grant related documentation. A copy of the request identified as "Attachment 9," follows these minutes and is made an official part hereof.**
10. **Approval of staff's recommendation to award a task order under Contract #1132-B in the amount of \$683,655 to Shockley Plumbing Co. for Castle Lake waterline replacement, to award a task order under Contract #P888 in the**

**amount of \$10,000 to CH2M Hill for plans and contract administration, and to transfer funds from various CIP projects to provide the necessary budget.**

Vice Chairman Ognio stated that he agrees that something should be done at the Castle Lake Subdivision because of multiple waterline failures, he is concerned that money is being taken from certain funds. He asked what would happen if the money is needed in those funds and he is also concerned about not bidding the larger project out individually.

Mr. Rapson stated that there was competitive bid made for this project. He stated that the Shockley contract was approved at a previous Board of Commissioners meeting. He stated that it is a unit base contract for the pipe. He stated that staff is recommending to fund \$683,655 for Shockley, it is exactly what staff thought it was approving in the contract for unit pricing for \$1,200,000. He stated that the second contract (#P888) is the CH2M Hill contract which was based on competitive contracts. He stated that there are two contracts packaged together to award the Castle Lake project because of the priority of moving the project forward. He stated that there continues to be breaks at Castle Lake and part of moving forward is the necessity to have the breaks repaired quickly.

Commissioner Brown stated that on this line item the county is already more than half way out of the dollar amount. Mr. Rapson stated that is correct.

Water System Director Lee Pope stated that the projects are just being reprioritized. He stated that the other projects would not go away, but would be considered for funding next year. He stated that Castle Lake has been a real problem. He stated that if there was fire in the area he would be very concerned.

Commissioner Barlow stated that he has spoken to the three repair crews over the last six months. He stated that he understands the importance of getting this fixed.

Commissioner Rousseau stated that he would like to see a grid established for aged subdivisions and streets that might have the most critical need. He stated that would give some guidance for the county to be proactive.

Mr. Rapson stated that a review of the distribution system would be encompassed in what is being requested.

Commissioner Ognio asked if most of the piping system was PVC. Mr. Pope stated that it is. He stated that the county is always replacing PVC with ductile iron. He stated that PVC was "the thing" in the 1980's, but no one knew how it would degrade over time.

Vice Chairman Ognio moved to approve staff's recommendation to award a task order under Contract #1132-B in the amount of \$683,655 to Shockley Plumbing Co. for Castle Lake waterline replacement, to award a task order under Contract #P888 in the amount of \$10,000 to CH2M Hill for plans and contract administration, and to transfer funds from various CIP projects to provide the necessary budget. Commissioner Barlow seconded. No discussion followed. The motion passed 5-0. A copy of the request identified as "Attachment 10," follows these minutes and is made an official part hereof.

## **11. Approval of the October 27, 2016 Board of Commissioners Meeting Minutes.**

Commissioner Rousseau stated that he had a housekeeping measure on page 66 of the minutes. He corrected the spelling of "venerable" to read "vulnerable".



Commissioner Rousseau moved to approve the October 27, 2016 Board of Commissioners Meeting Minutes with the change of the word “venerable” to the word “vulnerable”. Commissioner Barlow seconded. No discussion followed. The motion passed 5-0.

### **OLD BUSINESS:**

There was no Old Business.

### **NEW BUSINESS:**

#### **12. Consideration of staff's recommendation to approve the Intergovernmental Agreement for the use and distribution of proceeds from the 2017 Special Purpose Local Option Sales Tax (SPLOST) for Capital Outlay Projects.**

Mr. Rapson explained that this is the Intergovernmental Agreement (IGA) that refers back to the six year agreement that the County has with the municipalities. He stated that the agreement has been vetted through Peachtree City's attorney and the County Attorney. He stated that on page 70, there is a correction, it should read “2017” and not 2018. He stated that the County has to call the meeting with the cities in January and that would be done in December.

Commissioner Rousseau asked for clarification. He stated that on page 75, Section 11; the language is confusing. He stated that he does not see a number stated. He stated that it reads: “The County shall administer SPLOST funds to effectuate the terms of this agreement and shall be reimbursed for the actual cost of administration of the SPLOST fund.” He stated that he did not see a figure outlined in that section. He questioned if a figure should be included or the language removed. He stated that the word “shall” is very powerful and raises an eyebrow. He stated that he wants the cities to know what the cost would be.

Mr. Rapson stated that the language in the IGA is standard language for a SPLOST. He stated that it does allow for the county to collect administrative fees for conducting the SPLOST. He stated that the county does not intend to do that and there would be no problem if the Board would like to strike that sentence. He stated the cost reimbursement in regards to the election varies based on the number of polls the cities would open and the number of workers. He stated that there will be an entire cost of the election, like all other elections, and everyone would pay their portion as outlined in the agreement.

Commissioner Rousseau stated there is a need to recover those funds.

Commissioner Brown stated that he would like to leave it in case something unforeseen happens.

Commissioner Rousseau stated that the language is open to interpretation and that is the problem. He stated that he just wants to be transparent in this situation.

Mr. Rapson stated that it is such an immaterial amount of money and that is why it has not been collected in the past. He stated that his recommendation would be to strike it from the language.

Mr. Davenport stated that if the Board struck the language after the word “agreement” ... “and shall be reimbursed for the actual cost of administration” to the end of the sentence, that would take care of the issue. He stated that the County would still have the responsibility to administer the SPLOST fund and effectuate the terms of the agreement. He stated that he concurs with Mr. Rapson that the amount is so nominal that based on past experience from the last SPLOST it is nothing that was collected.

Vice Chairman Ognio stated that from a County point of view it may not be much, but what if one of the other municipalities asked the County to have an audit. He stated that the County would want to recover that cost.

Mr. Rapson stated that is asked periodically and is typically done anyway and it has not been a problem for any SPLOST that was administered in the past ten years. Mr. Rapson also referenced Section 12 that has a component in the agreement that states what the audit would consist of and that each municipality would conduct and pay for their own audit.

Mr. Larry Mapp stated that he agreed with the comments made about the nonspecific of the agreement.

Commissioner Brown moved to approve staff's recommendation to approve the Intergovernmental Agreement for the use and distribution of proceeds from the 2017 Special Purpose Local Option Sales Tax (SPLOST) for Capital Outlay Projects. Commissioner Barlow seconded. No discussion followed. The motion passed 5-0. A copy of the request and Intergovernmental Agreement identified as "Attachment 11," follows these minutes and is made an official part hereof.

**13. Consideration of the adoption of Ordinance 2016-21 to insert provisions pertaining to definition and to revise provisions pertaining to the operation of a vessel by a minor.**

Mr. Davenport briefed the Board that this request is a result of a discussion from the Board regarding the state definitions, regulations and the County ordinance. He stated that the conclusion was that there needed to be some changes to the code so that it would agree with the state language. He stated that the definition is regarding the phrase "accompanied by" and what that means. He stated that the provisions are dealing with the minors. He continued that the County's code is structured reservoir specific, so Lake McIntosh and Lake Kedron would have a separate set of regulations, and with each one of those the language is proposed to be amended to agree with state law.

Commissioner Brown asked why it was listed as individual reservoir. Mr. Davenport stated that initially it was just Lake Peachtree and Lake Kedron and as the new reservoirs were created they were added to the code. He stated that it now reference reservoirs in general. He stated that there was a discussion about paddleboards and the issue of bodily contact with the water. He stated that in researching the paddleboard use, neither Corps of Engineers nor State Environmental Protection Division (EPD) has an issue with paddleboards because even though there is more bodily contact with the water it is intended to be a vessel on the water. He stated that it is not complete bodily contact like the kind of bodily contact with swimming. He stated that paddle boarding is not mentioned in the provision and is not in the County code. He continued that the County is taking the lead from EPD and Corps of Engineers recognizing that this is an appropriate vessel.

Commissioner Brown stated that he had mentioned doing an age change to allow for rowing. He asked if that should be put in the form of a resolution.

Mr. Davenport stated that is not something to add to the ordinance because it would conflict with state law. He stated if the County wanted to have programs to allow younger children to participate in rowing activities it would have to be structured so that it does not violate state law and county code.

Commissioner Brown stated that the Board could request an exemption from the state legislative body to allow people (under 12 years old) in the rowing program to operate a scull with a coach riding along side them in a boat and then change the ordinance accordingly.

Mr. Davenport stated that is referring to the piloting of the vessel. He stated that there could be a situation where a person under 12 year olds could be with an individual that is 18 years old piloting the vessel. He stated that a 10 year could not row a kayak for example.

Commissioner Brown stated that the rowing program is trying to bring juniors into the program so that when they reach middle school they will have rowing experience. He stated that they would have a coach in a different vessel riding to the side of the student.

Mr. Davenport stated that would be a general change in the law with a state wide application.

Commissioner Brown asked that Mr. Davenport create a Resolution to be submitted to the legislative delegation to request an exemption for the Row America participants who do not meet the age requirements to row solo. Mr. Davenport requested that Commissioner Brown send him an email with the objective criteria so that he can draft a resolution to meet the target request. Commissioner Brown stated that he would.

Ms. LeeAura Marcum stated that she has a paddle board and a son on the rowing team. She stated that anything that can be done to enjoy the water would be great.

Vice Chairman Ognio moved to adopt Ordinance 2016-21 to insert provisions pertaining to definition and to revise provisions pertaining to the operation of a vessel by a minor. Commissioner Brown seconded. No discussion followed. The motion passed 5-0. . A copy of the request and Ordinance 2016-21 identified as "Attachment 12," follows these minutes and is made an official part hereof.

**Consideration of the approval to present the following Resolutions in a Legislative Package to the Georgia General Assembly for consideration at its upcoming session:**

**14. Resolution 2016-16; Title Ad Valorem Tax (TAVT)**

Mr. Davenport briefed the Board that a request was made by the Board to put together proposed legislation to address a perceived imbalance in the Title Ad Valorem Tax as it exist in state law. He stated that when this started there was a local share and a state share. He stated that the local share was small and the state share was large and as the time goes by the local is increasing and the state is decreasing. He stated that in addition there is a formula that took effect in 2015/2016 that deals with the concept of the local collection target amount. He stated that the local collection target amount is a phrase that defines what local communities are collecting statewide for TAVT and the targeted amount is approximately a billion dollars statewide. He continued that once the revenue is collected the question is did the collections exceed the local target collection amount and if it did, then the formula percentage is reduced by the percentage that the target amount exceeded by. He stated that if the revenues collected come in under the local target collection amount then the percentage with the state increases. He stated that in 2016 the local percentage should have been about 45%, but it was reduced to 40.5% because the local target collection amount was exceeded by that percentage which impacted the ratio with the state. He stated that in the proposed language presented, he has removed the formula that impacted what the ratio would be between local and state. He stated that there would not be a question of what the local target collection amount would be for the following year. He stated that it would get to the point, that in 2022 it would not change. He stated that the proposal is to remove the formula and the Resolution adopts a proposed act for the legislature that does that.

Vice Chairman Ognio stated that it was ironic that if the municipalities are exceeding a certain level and the state is exceeding a level, but they want more money. He stated that he is hopeful that this can be changed.

There was no public comment on this item.

Commissioner Brown moved to approve Resolution 2016-16; Title Ad Valorem Tax (TAVT) to be presented in a Legislative Package to the Georgia General Assembly for consideration at its upcoming session. Commissioner Barlow seconded. No discussion followed. The motion passed 5-0. A copy of the request and Resolution 2016-16 identified as "Attachment 13," follows these minutes and is made an official part hereof.

#### **15. Resolution 2016-17; Disabled Veterans Homestead Exemption**

Mr. Davenport briefed the Board that there have been several request to come before the Board in the past few months. He stated that what has been happening is that the applicant who is seeking a disabled rating from the federal government, applies and sometimes one, two or three years go by before a determination is made. He stated that the way the state law works on exemption is that there is a deadline of April 1 to file for an exemption. He stated that if someone applied in 2014 for the disabled veterans rating from the federal agency and the applicant is approved in 2016, the federal agency adds language in the letter that the exemption is retroactive for 2014. He stated that is good for income tax purposes or for federal income, however for property tax revenue in the state of Georgia there are individual rules on how the exemptions work. He stated that in Georgia exemptions are not applied retroactively. He stated that if the April 1 deadline is not met then the applicant is not even considered and it would default to the next year. He stated that this Resolution would provide a revision that would recognize the date that is provided by the federal agency as the date upon which the disability commenced, even though it is applied retroactively. He stated that this would include the retroactive language.

Commissioner Brown suggested that each member of the Committee for Veterans Affairs at the state legislature be given a copy of this Resolution to be an advocate for this legislation.

Commissioner Barlow moved to approve Resolution 2016-17; Disabled Veterans Homestead Exemption to be presented in a Legislative Package to the Georgia General Assembly for consideration at its upcoming session. Commissioner Barlow seconded. No discussion followed. The motion passed 5-0. A copy of the request and Resolution 2016-17 identified as "Attachment 14," follows these minutes and is made an official part hereof.

#### **16. Resolution 2016-18; Fluoride**

Mr. Davenport briefed the Board that this Resolution is similar to what the Board submitted to the legislature two years ago. He stated that it involves the Board's authority to remove fluoride from the water. He stated that this Resolution would be an amendment to general law. He stated that it is difficult to amend general law. He stated that it is hard to enact a local law which just affects Fayette County. He stated that this Resolution and the other two that were voted on are statewide.

Vice Chairman Ognio moved to approve Resolution 2016-18; Fluoride to be presented in a Legislative Package to the Georgia General Assembly for consideration at its upcoming session. Commissioner Brown seconded. Discussion followed.

Commissioner Brown stated that this would allow citizens to determine if fluoride would be put in the water or not. He stated that metro Atlanta Chamber of Commerce also proposed fluoride in the water.

Vice Chairman Ognio moved to approve Resolution 2016-18; Fluoride to be presented in a Legislative Package to the Georgia General Assembly for consideration at its upcoming session. Commissioner Brown seconded. The motion passed 5-0. A copy of the request and Resolution 2016-18 identified as "Attachment 15," follows these minutes and is made an official part hereof.

## **17. Resolution 2016-19; Local Residency Requirement**

Mr. Davenport briefed the Board that this Resolution is different from the other three because it is a local act as opposed to a general law so it is easier to make happen with the legislature. He stated that the legislature passed a law that would allow local governments to provide specific residency requirements to the local requirements. He stated that members of the governing authority must reside in the district where they are elected for a minimum of one year. He stated that there is a Fayette County requirement in place, but not a district, one year residency requirement. He stated that the two year requirement that is in place is not enforceable. He stated that the County has never enforced two years and this is a good time to make the change as well as the age requirement to be consistent with this legislation. He stated that the Resolution would allow the Board to have a local act adopted so that the person who runs for a seat on the Board of Commissioners must have at least a one year residency requirement in their district before being elected to that district.

Commissioner Rousseau stated that he wanted to be sure that this language is consist with the district voting process that the County has now.

Mr. Davenport stated that is correct and there is no conflict.

There were no public comments on this item.

Commissioner Brown moved to approve Resolution 2016-19; Local Residency Requirement to be presented in a Legislative Package to the Georgia General Assembly for consideration at its upcoming session. Commissioner Brown seconded. The motion passed 5-0. A copy of the request and Resolution 2016-19 identified as "Attachment 16," follows these minutes and is made an official part hereof.

### **PUBLIC COMMENT:**

Mr. Larry Mapp asked if the County Administrator could provide the amount of tax the North Fayette County district represents. He made comments regarding eye soars in the community, cars parking on gas, homeowner associations that have expired and people who live in a development that is not protected by covenants.

Mr. Virgil Fludd thanked the Board, Mr. Rapson and Mr. Lee Pope for supporting the repairs on Castle Lake Drive.

### **ADMINISTRATOR'S REPORTS:**

#### **Public Arts Committee Selection Committee**

Mr. Rapson reported that there are three positions open on the Public Arts Committee. He stated that one of the positions expires in May 2017 and the other two expire in May 2018.

Chairman Oddo asked the Board if anyone would like to serve on the Selection Committee.

Vice Chairman Ognio moved to approve Chairman Oddo and Commissioner Brown to serve on the Selection Committee for the Public Arts Committee. Commissioner Barlow seconded. The motion passed 5-0.

#### **Offices Closed for Veterans Day**

Mr. Rapson reminded everyone that the administrative offices will be closed on Veterans Day.

## **ATTORNEY'S REPORTS:**

**Notice of Executive Session:** County Attorney Dennis Davenport stated that he had one item Threaten Litigation, two items for Real Estate Acquisition and the Review of the October 27, 2016 Executive Session Minutes for consideration in Executive Session.

## **COMMISSIONERS' REPORTS:**

### **Commissioner Barlow**

**Birdhouse Project:** Commissioner Barlow stated that he and his wife will participate in the Public Arts Committee's Birdhouse Project. He stated that he will submit it to Mrs. Donna Thompson so he can get his "certificate of occupancy".

**California State law:** He stated that Amendment 63 was on the ballot for the state of California. He stated that the state passed an amendment that citizens have to acquire a permit to buy a box of ammunition and in addition there is a background check conducted on the citizen in order to buy a box of ammunition. He stated that it also requires that if a citizen had a magazine for any weapon that had more than ten rounds, they have to sell them out of state, they have to be turned in or confiscated and it immediately goes into effect and it is retroactive.

**School Bus Driver:** Commissioner Barlow stated that he would encourage anyone that can physical drive a bus to do so. He stated that since driving the bus he has a new respect for school bus drivers. He stated that the School Board really does need bus drivers.

### **Commissioner Brown**

**Thank you to all Veterans:** Commissioner Brown thanked all veterans for everything they have done for us and to those that suffered the ultimate sacrifice; and keep their families in prayers. He asked everyone to remember those families of veterans who are dealing with suicide and to keep them in prayer as well.

**Acknowledged Rowers:** Commissioner Brown acknowledged the junior team rowers present in the audience. He spoke highly of the accomplishments of the team. He stated that he hopes that the legislation can pass at the state to help the youth programs.

**Addressed Comments from Mr. Mapp:** He asked Mr. Mapp to provide the Board with any notes from his meeting with Mr. Frisina to help the Board make some decisions.

**Congratulations:** Commissioner Brown congratulated those who won in the local races and to those who "stuck their necks out" to run in the election.

### **Vice Chairman Ognio**

**Thank you:** Vice Chairman Ognio thanked the citizens for their support during the election. He also thanked the Veterans and Floyd Jones for his service and good luck to running the Elections Department.

**Next Board of Commissioners Meeting:** He stated that he would not be present at the next meeting because his wife's in-laws are planning a cruise. He stated that he wanted to apologize to Commissioner Barlow because he will miss his last meeting.

In accordance with the Americans With Disabilities Act, accommodations are available for those who are hearing impaired and in need of a wheelchair. The Board of Commissioners Agenda and written material for each item is available on-line through the County's website at [www.fayettecountyga.gov](http://www.fayettecountyga.gov). This meeting will be telecast on Comcast Cable Channel 23 and on the internet at [www.livestream.com](http://www.livestream.com).



He wished everyone a Happy Thanksgiving, Merry Christmas and Happy New Year and that he will see them next year.

### **Commissioner Rousseau**

**Thank you:** Commissioner Rousseau thanked the veterans and recognized the critical issue they are faced with in post-traumatic stress disorder (PTSD) and the ill effects of war. He thanked Commissioner Barlow and Mr. Rapson for their service. He also thanked Floyd Jones for his service.

**Mt. Olive Baptist Church 150<sup>th</sup> Church Anniversary:** He congratulated Mt. Olive Baptist Church. He stated that they will be celebrating their 150<sup>th</sup> year anniversary.

**Addressed Comments from Mr. Mapp:** Commissioner Rousseau stated that the issues that Mr. Mapp raised are on the Board's radar. He stated that he wished more people had attended the HOA Boot Camp that was hosted. He stated that he will plan on hosting something locally in the spring.

**Acknowledged Virgil Fludd Resignation:** He recognized that Mr. Fludd has officially resigned his district on November 4. He stated that he publically wanted to thank him for 14 years of representing sections of this County and Fulton County. He also thanked him for attending the HOA Boot Camp.

**Acknowledged Candidates from the Election:** Commissioner Rousseau stated that he wanted to also acknowledge those who put their names on the ballot. He stated that he commend them and recognize those who were success in their race.

**Congratulations to Awardees:** He congratulated the awardees from the meeting.

### **Chairman Oddo**

**Thanked Virgil Fludd:** Chairman Oddo stated that he wanted to thank Representative Fludd for his 14 years of service and representing the County.

**Thank you to Veterans:** He stated there is no way to thank the veterans enough. He stated that the only way to thank them is to conduct ourselves responsibly. He stated that we don't always succeed at it, but the measure is to keep trying. He stated that despite the election, we witnessed two parties coming together to unify and that is the lesson we need to take. He stated that it is the Veterans who gave us the opportunity to do that.

**Thanked Citizens for Support:** Chairman Oddo thanked the citizens for their confidence in him and for voting for him. He stated that he loves his job. He stated that he appreciates the opportunity to serve four more years.

**Thanked Mr. Jones:** He thanked Mr. Jones for his service and his help during the last four years.

**Thanksgiving Wish:** Chairman Oddo wished everyone a wonderful Thanksgiving surrounded by family and friends. He stated that his hope and prayer is that the thanksgiving spirit can be carried going forward.

### **EXECUTIVE SESSION:**



**One Item of Threaten Litigation, Two Items of Real Estate Acquisition and Review of the October 27, 2016 Executive Session Minutes:** Commissioner Brown moved to go into Executive Session. Commissioner Barlow seconded the motion. The motion passed 5-0.

The Board recessed into Executive Session at 9:14 p.m. and returned to Official Session at 10:08 p.m.

**Return to Official Session and Approval to Sign the Executive Session Affidavit:** Vice Chairman Ognio moved to return to Official Session and for the Chairman to sign the Executive Session Affidavit. Commissioner Barlow seconded the motion. The motion passed 5-0. The Executive Session Affidavit, identified as "Attachment 17," follows these minutes and is made an official part hereof.

Chairman Oddo stated that on Friday, January 6, 2016 the Board of Commissioners will have a Special Called Meeting with the cities regarding the SPLOST. He stated that he failed to mention that during his comments.

**Approval of the October 27, 2016 Executive Session Minutes:** Vice Chairman Ognio moved to approval the October 27, 2016 Executive Session Minutes. Commissioner Brown seconded the motion. The motion passed 5-0.

**ADJOURNMENT:**

Vice Chairman Ognio moved to adjourn the November 10, 2016 Board of Commissioners meeting. Commissioner Barlow seconded the motion. The motion passed 5-0.

The November 10, 2016 Board of Commissioners meeting adjourned at 10:11 p.m.

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Tameca P. White, Chief Deputy Clerk

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Charles W. Oddo, Chairman

The foregoing minutes were duly approved at an official meeting of the Board of Commissioners of Fayette County, Georgia, held on the 8<sup>th</sup> day of December 2016. Referenced attachments are available upon request at the County Clerk's Office.

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Tameca P. White, Chief Deputy Clerk

# COUNTY AGENDA REQUEST

Page 114 of 258

Department:

Presenter(s):

Meeting Date:

Type of Request:

## Wording for the Agenda:

Consideration of the approval to present the following Resolutions in a Legislative Package to the Georgia General Assembly for consideration at its upcoming session: (A) Resolution 2018-17; Fluoride, (B) Resolution 2018-18; Title Ad Valorem Tax (C) Resolution 2018-19; Boat and Minor and (D) Resolution 2018-20; Protecting Religious Freedom.

## Background/History/Details:

The proposed Legislative Package consists of (A) Resolution 2018-17; Fluoride, (B) Resolution 2018-18; Title Ad Valorem Tax (C) Resolution 2018-19; Boat and Minor and (D) Resolution 2018-20; Protecting Religious Freedom of the Board of Commissioners of Fayette County.

## What action are you seeking from the Board of Commissioners?

Approval to present the following Resolutions in a Legislative Package to the Georgia General Assembly for consideration at its upcoming session: (A) Resolution 2018-17; Fluoride, (B) Resolution 2018-18; Title Ad Valorem Tax (C) Resolution 2018-19; Boat and Minor and (D) Resolution 2018-20; Protecting Religious Freedom.

## If this item requires funding, please describe:

Has this request been considered within the past two years?

If so, when?

Is Audio-Visual Equipment Required for this Request?\*

Backup Provided with Request?

***\* All audio-visual material must be submitted to the County Clerk's Office no later than 48 hours prior to the meeting. It is also your department's responsibility to ensure all third-party audio-visual material is submitted at least 48 hours in advance.***

Approved by Finance

Reviewed by Legal

Approved by Purchasing

County Clerk's Approval

Administrator's Approval

## Staff Notes:

## **BOARD OF COUNTY COMMISSIONERS**

Eric K. Maxwell, Chairman  
Randy Ognio, Vice Chairman  
Steve Brown  
Charles W. Oddo  
Charles D. Rousseau

Item #8



## **FAYETTE COUNTY, GEORGIA**

Steve Rapson, County Administrator  
Dennis A. Davenport, County Attorney  
Tameca P. White, County Clerk  
Marlena Edwards, Deputy County Clerk

140 Stonewall Avenue West  
Public Meeting Room  
Fayetteville, GA 30214

## **Minutes**

November 8, 2018  
2:00 p.m.

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Welcome to the meeting of your Fayette County Board of Commissioners. Your participation in County government is appreciated. All regularly scheduled Board meetings are open to the public and are held on the 2<sup>nd</sup> and 4<sup>th</sup> Thursday of each month at 6:30 p.m.

### **Call to Order**

Chairman Eric Maxwell called the November 8, 2018 Board of Commissioners meeting to order at 2:04 p.m. A quorum of the Board was present.

### **Invocation and Pledge of Allegiance by Commissioner Charles Rousseau**

Commissioner Charles Rousseau offered the Invocation and led the Board and audience in the Pledge of Allegiance.

### **Acceptance of Agenda**

Commissioner Steve Brown moved to accept the agenda as written. Vice Chairman Ognio seconded. The motion passed 5-0.

### **PROCLAMATION/RECOGNITION:**

- 1. Proclamation recognizing the Peachtree City Rowing Club for winning gold medals at the national competitions.**  
Commissioner Brown, on behalf of the Board, recognized the Peachtree City Rowing Club for winning gold medals at the national competitions. Commissioner Brown stated that not only do they do a great job at practice and competing in rowing competitions; they are also amazing students. Commissioner Brown acknowledged, Megan Gradek a founding member of Peachtree City Rowing Club and professional Rowing athlete; for her success and the efforts, excitement, and dedication she had for the sport and her goals for the future of the Club. Megan Gradek stated that she was thankful for the support the Board had provided since the establishment of the club. She stated that she was excited to see her students succeed as they continue to reach new heights. Clair Traylor shared her experience as a Rowing athlete.
- 2. Recognition of Water System's Distribution crews for receiving the Georgia Utilities Coordinating Council (UCC) Golden Backhoe Award and recognition of Fayette County Water System for receiving the Lester Feathers Safety Award.**  
Fayette County Water System Director Lee Pope, on behalf of the Board, recognized the Water System's Distribution crews for receiving the Georgia Utilities Coordinating Council (UCC) Golden Backhoe Award and recognition of Fayette County Water System for receiving the Lester Feathers Safety Award. Matthew Bergen, Water System Utility Service Manager, acknowledged Fayette County partners that make it possible for the Distribution team to effectively perform their job. Mr. Bergen introduced Georgia Utilities Coordinating Council (UCC) Regional Chairman Daryl Mitchell who explained the magnitude of receiving the Golden Backhoe Award. Mr. Mitchell congratulated Fayette County on

receiving the award and stated what hard work and prestige the Golden Backhoe Award represented. Mr. Mitchell stated that only three (3) Golden Backhoe Award are presented each year statewide and commended Fayette County for their excellent work.

**3. Recognition of Bradley Klinger's award from The Georgia Utilities Coordinating Council as Secretary of the Year Award for The Fayette County Utility Coordinating Committee - Region Three.**

Steve Hoffman, Fayette County Roads Department Director, on behalf of the Board, recognized Bradley Klinger for receiving The Georgia Utilities Coordinating Council- Secretary of the Year Award for The Fayette County Utility Coordinating Committee - Region Three.

Chairman Maxwell introduced the new Fayette County Chamber of Commerce President, Colin Martin. Mr. Martin extended a thank you for the warm welcome and expressed his excitement in serving in Fayette County.

**PUBLIC HEARING:** None

**CONSENT AGENDA:**

Vice Chairman Ognio moved to approve Consent Agenda as written. Commissioner Oddo seconded. Commissioner Rousseau requested to pull item #5 from the Consent Agenda for discussion.

Vice Chairman Ognio amended his motion to approve Consent Agenda as written except item # 5. Commissioner Oddo amended his seconded. The motion passed 5-0.

- 4. Approval of the Water Committee's recommendation to accept the 2019 Water Committee meeting schedule as presented.**
- 5. Approval of staff's recommendation to approve the Intergovernmental Agreement between Fayette County and the Fayette County Historical Society for the Use of Starr's Mill.**

Commissioner Rousseau stated that during his review of the information related to the Intergovernmental Agreement between Fayette County and the Fayette County Historical Society for the Use of Starr's Mill, he noticed it was historic in nature referencing the findings at some of the sites and stated that he would like to encourage those to be properly cataloged. He also stated that there were a number of things listed that did not have budgetary items associated with them. He stated that going forward he would like to ensure that it be included so that the Board could be aware of the ancillary costs because it will make an impact. Commissioner Rousseau stated that he was cognizant that things do change throughout the year, but advised that the Board should be made aware when they do to ensure that the Board was able to advise citizens and constituents as needed. He stated that he was still awaiting numbers but that he felt it would not present an issue.

County Administrator Steve Rapson stated that he had forwarded Commissioner Rousseau an email which outlined the immediate expenses totaling about \$10,000, with additional expenses as the program grows. He also stated that he had talked with Ms. Reeves, and she stated they would add an addendum for an insurance rider.

Commissioner Rousseau stated when the Board allowed non-profit organizations to utilize county facilities, they should have a rider covering themselves. He stated that the county should not be the sole provider. He also stated that it had

been his experience that when allowing organizations, not associated with the government, to be in and out of county facilities, the county should not be the only [insurance] carriers.

Commissioner Rousseau moved to approve the Intergovernmental Agreement between Fayette County and the Fayette County Historical Society for the Use of Starr's Mill at the cost of \$10,000. Vice Chairman Ognio seconded. The motion passed 5-0.

6. **Approval of staff's recommendation to award professional services Contract #1585-S, Horton Creek Artifact Plan, to New South Associates to assist the Water System with a Horton Creek Artifact plan in the amount of \$2,549.55.**
7. **Approval of the Georgia Department of Transportation (GDOT) Title VI Non-Discrimination Agreement and Assurances (40 CFR Part 21.7).**
8. **Approval of the October 25, 2018 Board of Commissioners Meeting Minutes.**

#### **OLD BUSINESS:**

#### **NEW BUSINESS:**

9. **Consideration of the renewal of a Lease Agreement between Fayette County and the Fayette County Development Authority to commence on September 1, 2018 and expire at midnight on August 31, 2023.**

Mr. Rapson stated that this item was the renewal of the lease between Fayette County and the Fayette County Development Authority. He stated that the original lease, which he stated had been emailed to the Board, had expired. Mr. Rapson stated that he worked with legal in drafting the updated lease agreement which basically followed the same format as the original. One item that was detailed in the agreement was the \$30,000 which was actually part of the five-year CIP and had been approved as part of the budget, and was identified as renovation. They will be coordinating with County staff regarding renovations. Mr. Rapson stated that he wanted to take this opportunity to renew this contract to reflect the current relationship with the Development Authority since the previous one had expired.

Commissioner Oddo moved to approve the renewal of a Lease Agreement between Fayette County and the Fayette County Development Authority to commence on September 1, 2018 and expire at midnight on August 31, 2023. Vice Chairman Ognio seconded. The motion passed 5-0.

10. **Consideration of a recommendation from the Selection Committee, comprised of Vice Chairman Randy Ognio and Commissioner Steve Brown to nominate Cameron LaFoy the Fayette County Public Arts Committee to serve a term beginning June 1, 2018 and expiring May 31, 2020.**

Vice Ognio stated that he and Commissioner Brown served on the selection Committee for the Fayette County Public Arts Committee. He stated that there were five openings and five potential candidates. He stated that they were all good candidates and he felt that it would be a talented and diverse Public Arts Committee.

Commissioner Brown added that Mr. LaFoy was no stranger to the Fayette County Public Arts Committee. Mr. LaFoy had volunteered as a citizen volunteer and he was someone who had been actively engaged in the community and it would be good to have him on the committee.

Vice Chairman Ognio moved to approve recommendation from the Selection Committee, comprised of Vice Chairman Randy Ognio and Commissioner Steve Brown to nominate Cameron LaFoy to the Fayette County Public Arts Committee to serve a term beginning June 1, 2018 and expiring May 31, 2020. Commissioner Brown seconded. The motion passed 5-0.

**11. Consideration of a recommendation from the Selection Committee, comprised of Vice Chairman Randy Ognio and Commissioner Steve Brown to nominate Daniel Guyton the Fayette County Public Arts Committee to serve a term beginning June 1, 2018 and expiring May 31, 2020.**

Commissioner Brown stated that Daniel Guyton had a passion for the community and a desire to serve. Commissioner Brown stated that both he and Vice Chairman Ognio felt Mr. Guyton would be a great addition on the Public Arts Committee.

Commissioner Brown moved to approve recommendation from the Selection Committee, comprised of Vice Chairman Randy Ognio and Commissioner Steve Brown to nominate Daniel Guyton to the Fayette County Public Arts Committee to serve a term beginning June 1, 2018 and expiring May 31, 2020. Vice Chairman Ognio seconded. The motion passed 5-0.

**12. Consideration of a recommendation from the Selection Committee, comprised of Vice Chairman Randy Ognio and Commissioner Steve Brown to nominate Jacqueline Howell the Fayette County Public Arts Committee to serve an unexpired term beginning immediately and expiring May 31, 2020.**

Commissioner Brown stated that Ms. Jacqueline Howell was very community minded and would bring a fresh perspective to the Fayette County Public Arts Committee.

Commissioner Brown moved to approve recommendation from the Selection Committee, comprised of Vice Chairman Randy Ognio and Commissioner Steve Brown to nominate Jacqueline Howell to the Fayette County Public Arts Committee to serve an unexpired term beginning immediately and expiring May 31, 2020. Vice Chairman Ognio seconded. The motion passed 5-0.

**13. Consideration of a recommendation from the Selection Committee, comprised of Vice Chairman Randy Ognio and Commissioner Steve Brown to nominate Janice Holmgaard the Fayette County Public Arts Committee to serve a term beginning June 1, 2018 and expiring May 31, 2020.** Commissioner Brown stated that Ms. Janice Holmgaard was a fairly new resident of Fayette County with a long distinguished career in academia and she would bring a lot to the table. Commissioner Brown stated that she was interested in drawing the interest of seniors to the arts program.

Commissioner Brown moved to approve recommendation from the Selection Committee, comprised of Vice Chairman Randy Ognio and Commissioner Steve Brown to nominate Janice Holmgaard to the Fayette County Public Arts Committee to serve a term beginning June 1, 2018 and expiring May 31, 2020. Vice Chairman Ognio seconded. The motion passed 5-0.

**14. Consideration of a recommendation from the Selection Committee, comprised of Vice Chairman Randy Ognio and Commissioner Steve Brown to nominate Terria Mitchell to the Fayette County Public Arts Committee to serve an unexpired term beginning immediately and expiring May 31, 2019.**

Commissioner Brown stated Ms. Terria Mitchell applied and had a strong desire to serve the community. He stated that Ms. Mitchell had a lot of good experience both professionally and civically. Commissioner Brown stated that both he and Vice Chairman Ognio felt she would be a great addition on the Fayette County Public Arts Committee.

Commissioner Brown moved to approve recommendation from the Selection Committee, comprised of Vice Chairman Randy Ognio and Commissioner Steve Brown to nominate Terria Mitchell to the Fayette County Public Arts Committee to serve an unexpired term beginning immediately and expiring May 31, 2019. Vice Chairman Ognio seconded. The motion passed 5-0.

**13. Project Development Recommendations Briefing for the Fayette Transportation Plan (Contract # 1282-P).**

Public Works Director Phil Mallon introduced Michael Kray with Jacobs Engineering who would be making the presentation.

Mr. Mallon stated that the highlighted points of the presentation were the discussion of two of the three on-going transportation studies in the County. He stated at the last board meeting in October, the Board heard an update about the SR 74 Project and it was related to but ultimately independent of these updates. This presentation was the fourth of six presentations that would be made to various local governments in the County. Mr. Mallon stated his main objective was to present to the Board as well as the viewing public, a draft list of project recommendations that were being envisioned for this study, Mr. Mallon stated that he wanted to stress that these projects were not prioritized. Mr. Mallon stated that his hope was to generate some discussion and get some feedback from the Board as to whether these were good ideas.

Mr. Mallon wanted to acknowledge that there had been very successful engagement with stakeholders, and stated that the cities and towns have been very active and had good participation throughout this process, more so than in past years. Mr. Mallon stated that this plan was truly representative not only to the unincorporated portion of the County but the municipalities as well.

Mr. Mallon stated that he would accept comments, but that he preferred it be written.

Michael Kray, Consultant Project Manager with Jacobs Engineering, presented the Fayette Transportation Plan. Mr. Kray stated that this process was part of the Atlanta Regional Commission funding procedures, to allocate money to counties in the Atlanta region; to come up with comprehensive transportation plans that set the goals and objectives for the counties. This allows ARC at the regional level to determine what will go into a regional transportation plan. This was a comprehensive assessment of all modes of transportation in the county to include: automobiles, trucks, walking, biking, golf cart etc. Mr. Kray stated we're looking at all modes of transportation. This was also an update from the previous 2010 Transportation Plan. He stated that they did not want to start from scratch and wanted to make sure they incorporated past recommendations and build upon those. And unique to this process they were also looking at a Master Path Plan and delving in deep and expanding the trails that the County currently had, which was not something that was done for every Comprehensive Transportation Plan. He stated that he wanted to make sure the transportation vision for the future was vetted by the community and adopted by the political leadership. He added that this was still a draft and although nearing the end of this process there was still time to make changes, address concerns, and/or make



recommendations. He stated that there was also a roadmap to implement the vision. This roadmap was made up of a Project list (that has been prioritized), policy tools that can be adopted at the County level, and financial strategies that will help implement those projects. He stated that with the Master Path Plan, the goal was to expand the system by filling the gaps, connecting destinations countywide and bringing people together. This Plan also included safety amenity aspects through design guidelines. Mr. Kray stated that in terms of the CTP Update (comprehensive transportation plan), there was more focus on the roadway side looking at components such as congestion (through the year 2040), safety, new network connections, and intersection improvements. He continued that they were also looking at connections to the path network. Mr. Kray stated that this plan was done through a very analytical process with very clear and open methodologies. He stated that some of the data inputs that went into determining recommendations was highlighted in the Master Path Plan. The need was to connect population centers; areas with higher density which include the areas around Fayetteville, Peachtree City, and Tyrone. They also looked at a walking propensity analysis where they researched the undying land use and existing facilities trying to predict where people would walk if there were sidewalks which helped identify areas to build as well as to prioritize these type projects. Mr. Kray stated that he also did a bicycle level of comfort analysis which looked at the speed of the roadway and how many cars travel the roadway and tried to identify places where it was more and/or less comfortable to ride a bicycle. Finally, an extensive stakeholder outreach was held, that helped determine a possible universe of path projects. He stated that the Travel Demand Model was one of the major inputs into determining congestion, along with GPS data to establish speed and bottle-necks on the roadway. Mr. Kray pointed out that although the travel demand model was not a perfect tool, it was good for looking into the future. Mr. Kray stated that they also looked heavily at safety within the County, be it through some of the top corridors in the county and at intersections on State Routes. Mr. Kray highlighted another important input which was community input. He stated that community involvement was key. Mr. Kray stated that an action plan was put in place there was participation in several community events, they hosted Transportation Plan Open Houses, electronic surveys were available for citizen's input and they also had a Stakeholders Committee and the Project Management Team to offer input. Mr. Kray stated that via all the inputs and research and planning they were able to develop recommendations which are categorized by project type to include: (Greenway, Sidewalks, Side-paths, Signed Bike Routes, and Existing Paths). The Roadway Project recommendation to include: Corridor improvement, Road Widening, and New Roads. The intersection included: Bridge updates and Intersection Improvements.

Chairman Maxwell stated that this was not an action item, but one to receive information. He asked if anyone in the public had any questions regarding this item.

Ms. Phyllis Johnson, a member of the public, asked what the top three priorities from the community events were.

Mr. Kray stated that from the community events the input was more comprehensive and not ranked. He recalled receiving feedback about Sandy Creek Road and Tyrone Road specifically related to truck traffic. Mr. Kray also stated feedback regarding a need for sidewalks on Kenwood Road.

Mr. Mallon stated that they received feedback from citizens who were interested in more paths and bike facilities. He stated that he received input regarding improvements to Downtown Fayetteville, State Routes 54 and 74, as well as enhanced interstate access ways to get in and out of the County.

Keith Larson, a member of the public and volunteer bicycle community advocate, thanked the Board for having a vision to add the Master Path Plan to the Fayette Transportation Plan Project. Mr. Larson stated it was well needed and helped the community tie itself together. This plan would connect the community especially neighborhoods that had not previously been identified for a path in the past. Mr. Larson stated that he felt it important that the county focus on minimizing the number of new sidewalks over long distances that are in rural or suburban settings, because it was not



safe or legal (if over the age of 12) to ride a bicycle on the sidewalks in the state of Georgia unless accepted by the local community. Mr. Larson stated that with the Master Path Plan the standard path needed would be properly provided for all to utilize and enjoy safely and it would connect the County.

Mr. Mallon stated that they would finish with presentations to the Towns of Tyrone and Brooks. He stated that in late November the entire document would be completed with a comprised project list available online for review by the public and elected official to make comments for a three to four week period, the review period would close in December with a final document being comprised including any updated recommendation which would then be taken to each body of elected officials for final approval.

Mr. Mallon extended an offer to meet with himself or the Project Team and each of the Commissioners if they desired to go over the information in more detail.

Chairman Maxwell asked Mr. Mallon if there had been a dollar figure set for this project and a priority list for the projects included.

Mr. Mallon responded, yes, each project would have an order of magnitude cost, from there the consultant would use a ranking method that was based on the data input received to develop priority levels of the various projects (short-range, mid-range, and long-range). Mr. Mallon stated that short-range ranked project are those that are already funded or available for funding by an existing SPLOST. The mid-range ranked projects are those that, unless a new funding source became available, there would be no local match for those, and the long-range projects are essentially aspirations. Mr. Mallon stated that it was important to keep in mind that the climate, requirements, and guidelines for receiving state and/or federal funding was ever changing. As a result it was imperative that the county have all projects listed in an approved and adopted Transportation Plan sitting on GDOT's (Georgia Department of Transportation) shelves to be in the game when funding opportunities arise. That was the rational for including projects although seemingly low priority.

Commissioner Brown attested to this rational. He shared his experience while working as Mayor of Peachtree City and stated that because they had a "shovel ready" project they were able to receive full funding for a road project in the city.

Commissioner Rousseau stated that the next steps of the process should be to conduct a more in-depth review of the Master Plan project list with each Commissioner who desired to, and for the Board to provide a collective prioritized project list of recommendations.

Mr. Mallon agreed, noting that the Transportation Committee had scheduled to perform a detailed review of the prioritized project list at their December Meeting. He stated that he would also reach out to the Commissioners for a one-on-one review and discussion.

Vice Chairman Ognio pointed out for the public that the County was not being a "gorilla" or bully in this process, he stated that the Transportation Committee was comprised of city representatives, county represents, and the public is invited to attend to ensure this process received a comprehensive list of top priority project from multiple perspectives within the county.

Commissioner Oddo stated that as a reminder from Mr. Kray's presentation, that this plan was an update from a previous plan, which was beneficial. Commissioner Oddo also stated that he found it helpful to have the input from the community which helped to provide a perspective and helped him keep an open mind toward certain projects.

Commissioner Oddo stated that it was imperative that the county at least have a plan and this was it. It provided direction on where the county wanted to go and gave a starting point.

No action was taken.

**14. Consideration of Croy's Task Order #6 - Corridor Planning Studies for Sandy Creek Road (17TAE), Tyrone-Palmetto Roads (17TAQ), and Banks Road (17TAP) in the amount of \$528,160.**

Mr. Mallon stated that at the last Board Meeting the Board approved an agreement with the Atlanta Regional Commission which was giving funding for detail planning studies on four Corridors: SR 279 (and it had a separate subsection to address the feasibility of realigning Corinth road and SR 279); Sandy Creek Road, Tyrone-Palmetto Roads, and Banks Road. Mr. Mallon stated that when they were developing the 2017 SPLOST list, we identified those corridors the three non-state routes in particular as the best chance at getting federal aid for some significant improvements. At that same time, the Atlanta Regional Commission changed their process for having million dollar projects approved for federal aid; this process included having a detailed planning study showing your seriousness and commitment; the details would include reasonable cost estimate and that we were aware of the right-of-way impacts.

Mr. Mallon stated we are part of the first patch of requesters under the Atlanta Regional Commission's new process. He stated at the last call for projects we submitted a number of applications and they all were approved. Mr. Mallon stated that this was what this item consisted of; us using some of that federal money to prepare these planning studies, which is that first step in going after federal aid for full design and construction. Mr. Mallon stated that we don't have enough local match and he didn't feel we'd get federal aid on all three corridors, but hopes once the studies are completed we'd be able to make an collective analysis of needed improvements from various intersection from the three corridors and send those improvement collectively for federal aid. Mr. Mallon stated that this item is an almost verbatim copy of the agreement with ARC and we're turning around and awarding the contract to our consulting firm Croy to do the work.

Commissioner Oddo asked for clarification if ARC was covering 80% of the funding amount.

Mr. Mallon stated, yes that is correct ARC will cover 80% of the \$528,160, which actually resulted in a saving for the County based on the amount we already budgeted in the SPLOST program.

Commissioner Brown stated that one of the things he's harped on regarding annexations requests specifically speaking of Banks Road from the City of Fayetteville, was the need for us (the County) to ask them what their intentions are. Commissioner Brown stated that because we are the ones designing this, he was concerned that in the future once money has been paid and construction is completed that some of those parcels will come up for annexation as they have in the past and radically change the surrounding area and thus render our Plan null-in-void.

Commissioner Brown reiterated his thoughts and stated that it would be in our best interest to find out what their intentions are for the future.

Vice-Chairman Ognio stated he has attended a Council meeting for the City of Fayetteville were one of the developments discussed in the past will be coming back to the Board for review in the future. He also stated that the Banks Corridor has been discussed at the Transportation Meeting and how it would affect the Plan.

Commissioner Rousseau encourage continuous dialogue with our municipalities, trying to get on one accord without the final Plan in hand is a difficult feat and we will have cross various issues as they come.

Mr. Rapson stated for the Board a brief overview of what is called "natural growth boundaries" that the planning staff as well as the city managers have reviewed and are in the process of relying that information to the elected officials; Mr. Rapson stated the potential plan would be to rely on the Transportation Committee's input once a plan is finalized.

Mr. Mallon stated that this process will have a very robust public engagement process with the same magnitude as the Fayette Transportation Plan.

Commissioner Brown stated that whether it through the Transportation Committee, a letter that the Chairman send or via correspondents from the County Administrator, consideration of annexation would need to include donation of right-of-way and discuss the number of curb-cut on various roads.

Commissioner Rousseau motioned to approve Croy's Task Order #6 - Corridor Planning Studies for Sandy Creek Road (17TAE), Tyrone-Palmetto Roads (17TAQ), and Banks Road (17TAP) in the amount of \$528,160. Commissioner Oddo seconded. The motion passed 5-0.

The Board recessed at 4:01 p.m. The Board reconvened at 4:14 p.m.

**15. Consideration of Croy's Task Order #8 - SR 279 Planning Study (17TAD and 17 TAT) in the amount of \$250,000.**

Mr. Mallon stated that this is a two-part project, he stated that he has talked to the ARC and the consulting firm to expedite the assessment of the feasibility of realigning Corinth road and SR 279 early in the study to the extent that we can, and Mr. Mallon added that it currently not ever been the intent to add any local money on any of the 279 improvement that come from the study the intent is queuing it up to hand over to Georgia Department of Transportation to get it on the books.

Mr. Mallon stated that this item is an almost verbatim copy of the agreement with ARC is and we're turning around and awarding the contract to our consulting firm Croy to do the work.

Commissioner Oddo stated for clarification that again ARC was covering 80% of the funding amount, which is another advantage for us for being in this regional commission.

Commissioner Rousseau stated to that this is a very congested residential area, and he encourages community engagement and outreach to keep the citizens informed and in the preverbal loop of what's going on as the project move forward.

Chairman Maxwell asked for clarification that right now Corinth Road intersects at Highway 85, and it's another ¼ of a mile or so before Highway 85 intersects with Highway 279 and what the study is designed to do is to determine if there is a way to connect Corinth Road and Highway 279?

Mr. Mallon in response, stated, that the study will look at all feasible options to join the roads; whether its bringing Highway 279 south, bringing Corinth Road north, meeting the roads in the middle; he stated they will review every scenario and then bring those options and cost associated with them to the Board.

Chairman Maxwell stated that he has in the past not been in favor of the east Fayetteville bypass, but he has in the past voted for projects that are intersection improvement projects. He stated that he would classify this project as an intersection improvement, which he could support.

Commissioner Rousseau moved to approve Croy's Task Order #8 - SR 279 Planning Study (17TAD and 17 TAT) in the amount of \$250,000. Vice Chairman Ognio seconded. The motion passed 5-0.

**16. Consideration of staff's recommendation to award Contract #1428-P, Public Safety Radio System, to E.F. Johnson Company for the not-to-exceed amount of \$14,964,675.53.**

Mr. Rapson stated that on July 12, 2018 the Board of Commissioners approved staff's recommendation, and the 911 Advisory Board's ratification, to negotiate a contract with E.F. Johnson Company for the not-to-exceed amount of \$14,983,180.42. County staff and the consulting firm Mission Critical Partners, Inc. held a series of meetings with E.F. Johnson to negotiate scope of work, price, terms and conditions, and other components of the agreement. As a result of the negotiations, a negotiated contract is recommended with the not-to-exceed price of \$14,964,675.53.

Mr. Rapson stated that there were primarily four components to the contract. Mr. Rapson referenced page 144 of the agenda package where he highlighted all the components of the contract described in attachments A-J. He stated that attachment A reviewed the basic base radio system, attachment B reviewed the subscriber radios which are those radios to be replaced, attachment C reviewed money set aside for contingencies and future enhancement, attachment D is the actually sixteen year analysis which is for the next sixteen years for the annual maintenance contract. Mr. Rapson stated for the Board that initially when this bid was released we were looking at the capital aspect of it which was tied to SPLOST funding, and then looking at the M&O impact moving forward.

Mr. Rapson stated that within addendum A & B are the methodologies, procedural overviews, and technical responses, for any question and/or concerns you may have regarding the contract. As well as the revised County terms and conditions, along with the original request for proposal and those responses. He stated everything that has touched and been discussed regarding this project has been embedded into this contract because there are nuances in this contract that tie it back and forth. Mr. Rapson stated that he has a terrific consolidated contract scheduled that ties everything together. Mr. Rapson stated page 146 where he highlighted attachment A- which reflects the base radio system which include- the system, the infrastructure, the features, the one-time things associated with the start-ups in addition to that there are post RFP site enhancements. Mr. Rapson stated on page 147 outlined the actual cost for the radio (portable as well as the mobile) replacement for just the County. He stated that within the contract E.F. Johnson has proposed significant discounts for the cities/municipalities as well as the School Board to buy their radios. Mr. Rapson stated attachment C on page 148 outlined set aside contingency funds in the amount of \$2.7 million; he stated that this may appear like a large sum of money until you start touching cell towers. Mr. Rapson stated we've enabled this contract to move forward with those particular cell towers. Mr. Rapson mentioned that during this negotiation we found out that there are two cell towers at Piedmont Fayette Hospital, unbeknownst to us the owner of the towers had negotiated a deal to remove one of the towers and removing all of the subscriber from one tower to the other. He stated that the tower that is being removed is the tower our equipment is on; as a result we are currently in the process of negotiating with that vendor to acquire that tower to leave our Public site up or we'll have to build a tower and that's what this money is set for to take care of all those uncertainties associated with the cell towers. Mr. Rapson also stated that part of this contract puts in place microwaves, we have to have direct line of site for microwaves, so all of these are encompassed in that contingency; these are all very technical components and thus high dollar items which is why there is so much money set aside. Mr. Rapson stated that attachment D although apart of the total contract award this money does not get funded out of SPLOST, everything else discussed was SPLOST eligible, so the \$10 million previously discussed will

come out of the money we have in the SPLOST. Mr. Rapson stated that the \$4.7 million has been negotiated, which enables us to have those annual fees etched in stone for the next 16 years (excluding year one where there basically is no cost because it's a warranty) he stated that on page 149 the annual prices for all the new and enhanced equipment. Mr. Rapson highlighted that our currently contract with Motorola is about \$540,000; this new contract is about \$196,000 cheaper each year times the fifteen years; part of that has to do with the \$1 million credit we negotiated. Mr. Rapson stated that our goal was to structure a contract that enhances the radio system, brings everything up to speed so that we can have all the bells and whistles that we want, and then sets aside contingencies so that we can move forward and put the system in place; at the same time looking at it with an eye toward our M&O so that do not have to raise taxes because we just replaced a radio system.

Mr. Rapson stated that this system will set the stage for our 911 system for the next 10-15 years.

Commissioner Oddo asked for the viewing audience what P-25 means.

Todd Johnson with Mission Critical and partners stated that Project 25 (P-25) is a label signifying interoperability. P-25 is a standard that all radio manufacturers build to. When you have that P-25 stamp of approval on a piece of radio equipment, whether it's E.F. Johnson, Motorola, Harris, or Fisher Price (regardless of the manufacturer) there is that assurance that it will talk on the radio. Mr. Johnson stated that by having that interoperability and that logo you know it's been through the process of being verified by the different manufacturers to make sure the infrastructure talks to the radio and vice versa, and that other radios talk to other radios and in essence that's what going to enable us to utilize current equipment that has been P-25 verified. Mr. Johnson in short stated it's a standards based platform.

Commissioner Brown asked if there would be any issues regarding the new Carbine system that is being integrated and the new radio system?

Mr. Johnson responded that the systems have completely different technology interface and stated that the two really do not meet between the two technologies. However, Mr. Johnson stated that they are looking at making sure that with the technologies that are there, where they can possibly have some synergies and help out the County they do.

Commissioner Oddo stated that this was an incredible amount of work, and commended everyone involved in this project for a job well done.

Commissioner Brown stated that Fayette County would become a spring board for this radio system throughout metro Atlanta.

Commissioner Brown moved to approve staff's recommendation to award Contract #1428-P, Public Safety Radio System, to E.F. Johnson Company for the not-to-exceed amount of \$14,964,675.53. Vice Chairman Ognio seconded. The motion passed 5-0.

**17. Consideration of the staff's recommendation to award a contract on Bid # 1429-B FCSO Training Facility Reuse and Renovation in the amount of \$1,131,000.00 to Oak Construction Group, LLC for the renovation of the old Links clubhouse into the Fayette County Sheriff's Office Training Facility.**

Tim Symonds Project Manager for Fayette County Sheriff's Office stated that the proposal is to appoint Oak Construction Group, LLC for the renovation and reuse of the old Links clubhouse into the Fayette County Sheriff's Office Training Facility. He stated that this was part of the ongoing renovation of that piece of land, we have already built the

new firearms facility there; currently the old clubhouse is dilapidated and in need of some love and attention. Mr. Symonds stated that the plan is to renovate it and place offices and classrooms there for the use as the Fayette County Sheriff's Office Training Facility. Mr. Symonds stated they did go through the bid process and received four qualifying bids, with Oak Construction coming in with the lowest bid.

Commissioner Brown asked Mr. Rapson about the on-going budgetary restraints specifically if the Sheriff Office would be maintaining the janitorial needs, landscape, and all other the cost associated with running the facility.

Mr. Rapson in response, stated that he foresees further discussion with Sheriff Babb and Major Walker regarding the facility upkeep and maintenance and next year's budget.

Commissioner Oddo motioned to approve staff's recommendation to award a contract on Bid # 1429-B FCSO Training Facility Reuse and Renovation in the amount of \$1,131,000.00 to Oak Construction Group, LLC for the renovation of the old Links clubhouse into the Fayette County Sheriff's Office Training Facility. Vice Chairman Ognio seconded. The motion passed 5-0.

**18. Consideration of staff's recommendation to award Bid #1571-B: 2017 SPLOST; Stormwater Category I; Old Senoia Road Culvert Replacement to the low bidder, McCoy Grading, Inc., in the amount of \$754,100; and amend the 2017 SPLOST Stormwater Fund (32240320) reallocating \$300,000 from Category II Tier II (17SAQ-118 Davis Road) to Old Senoia Road (6509H).**

Vanessa Birrell Environmental Management Director, stated that in an effort to deliver storm water projects in a timely manner she presented replacement of the Old Senoia Road Culvert. Ms. Birrell stated the project was removed from design phase and placed out for bid. She stated that they received six bids to move forward in replacing the ninety-six inch pipe with a sixty linear feet of a bottomless concrete- arched culvert and relocating the eight inch water-line. In order to do this we will have to reallocate \$300,000 from Category II Tier II (17SAQ-118 Davis Road) to Old Senoia Road (6509H).

Commissioner Brown asked regarding the bottomless concrete- arched culvert; how does the bottom works, is it similar to a flowing stream bed?

Ms. Birrell stated, yes.

Commissioner Brown also asked with this type of culvert how do prevent erosion during large storm events?

Ms. Birrell stated that by allowing the stream bed to stay in its natural state would to avoid erosion, she stated that the arched culvert is actually more environmentally friendly.

Commissioner Brown moved to approve staff's recommendation to award Bid #1571-B: 2017 SPLOST; Stormwater Category I; Old Senoia Road Culvert Replacement to the low bidder, McCoy Grading, Inc., in the amount of \$754,100; and amend the 2017 SPLOST Stormwater Fund (32240320) reallocating \$300,000 from Category II Tier II (17SAQ-118 Davis Road) to Old Senoia Road (6509H). Commissioner Rousseau seconded. The motion passed 5-0.

**19. Discussion and examination of the benefits of a Grievance Review Committee.**



Commissioner Rousseau stated the he asked to have this item added to the agenda because internally and to some extent externally, we've been having some issues; Commissioner Rousseau stated that after reviewing the County policy and procedures with respect to grievances one of the challenges he has noticed was in regards to grieve-ability. He stated that if an employee wanted to file a grievance the County Administrator servers as the "prosecutor and judge". Commissioner Rousseau stated that it has been in his experience not to have the final arbiter hearing whether or not the case can move forward and making a determination on the back end, he stated this does not breed a health sense of confidence in the organization.

Commissioner Rousseau stated that his intent is to have the policy reviewed and to make a revision that removes the County Administrator from the front and back-end of the process, where the final decision maker is also on the front end making a determination.

Secondly, Commissioner Rousseau stated that the Board should give consideration to who would be the best person or entity to hear or receive such grievance(s) (e.g. Human Resources, Legal Department, or a Grievance Review Board).

Mr. Mical Heminger member of the public, stated he agreed that the County does need an independent Review Board, and feels the County Administrator should be removed from the arbitration completely. Mr. Heminger stated the 911 Administrative Directive code of ethics 100.03, he highlighted that a citizen could make any compliant against any policy, procedure, or employee. Mr. Heminger stated that a compliant should be filed and maintain in a secure area at all times. Mr. stated that on Oct. 5, 2018 he called former 911 Director Bernard Brown and voiced a complaint, which was not filed.

Commissioner Oddo interrupted with a point of order and asked if we should be discussing specifics.

Chairman Maxwell asked the County Attorney Dennis Davenport for clarification.

Mr. Davenport stated that what Mr. Heminger was doing was going through polices other than the grievance policy, which is the subject of the discussion and is deeded out of order.

Chairman Maxwell stated to Mr. Heminger that the Board's intent was not to cut him off or hinder his comments, however it was determined that they were not in relation to the discussion at hand thus deemed out of order; also there may still be an open grievance complaint and the Board has been advised not to discussed cases that are pending.

Vice-Chairman Ognio stated that he understood Commissioner Rousseau's concerns, but notes that he doesn't feel it's possible to remove the County Administrator from the process until we have a new process to replace it with.

Lewis Patterson Human Resources Director stated for the Board's clarification that the County does have a grievance policy, however there are not many grievances filed. He stated that the term grievance is being over used. Mr. Patterson stated that the terms compliant and grievance are not interchangeable; a compliant is not grievance. Mr. Patterson referenced County polices that were approved in August 2017 policy 440.03 and 404.03, these policies allow an employees the opportunity to make a complaint directly to Human Resources with no involvement of the County Administrator. Mr. Patterson stated that there is a process in place for employee complaints.

County Attorney Dennis Davenport stated that the term grievance and disciplinary policy are used interchangeable, but this discussion is not referencing the disciplinary policy its regarding the grievance procedure. The disciplinary policy is an entirely different policy and is handled in a completely different way. Mr. Davenport referenced page 321 of the agenda package which highlights the County Discipline/Grievance Policy 428.03, Mr. Davenport stated that it's not

subjective but very objective. Mr. Davenport further points out that the policy clearly states areas that may not be grieved, he stated if a grievance fell under any of those five areas it's not grieve-able. Mr. Davenport states that if a grievance comes to the County Administrator and falls under any of those areas it would be classified as not a viable grievance, however if a grievance outside of those five areas is received it would then be deemed as a grievable issue by the County Administrator, then sent back to the frontline to go through an investigation process. Mr. Davenport stated the County Administrator would not make the determination whether the events and/or actions accrued, but does say if these events and/or actions had accrued this is a viable grievance. Mr. Davenport further states that once an investigation is completed and the grievance gets back to the County Administrator at that point he would look at the merits of the case and make a final determination.

Commissioner Rousseau stated that he felt that his thoughts and intent for this discussion is being convoluted and misunderstood with other policies. Commissioner Rousseau stated that page 321 of the agenda package under item number 4, giving an example Commissioner Rousseau stated he worked in several systems where it worked best if you did not preclude employees from grieving or challenging a performance evaluation. He stated in a good system a standard is initially set, a supervisor would meet with the employee mid-way through the year to advise them that they are not meeting the standard, at the end of the year if the employee's performance still was unchanged they would then receive the bad performance review. Commissioner Rousseau stated this process works because the standard had been set, the employee had been met with to determine whether or not they were on track, and then an assessment of the employee's performance was made. Commissioner Rousseau stated that currently if a supervisor never meets with an employee and subsequently gives a poor evaluation and yet the employee never knew they were falling short, Commissioner Rousseau stated he had a problem with the employee not being able to grieve their performance evaluation. He stated we should have a system where we are communicating with our staff if they are meeting standards.

Commissioner Rousseau motioned to change current County policy to remove the county administrator from the front end of the grievance process determining a grievance should move forward or not, because he is the final arbitrator and will make the final grievance determination. Commissioner Brown seconded. The motion failed 2-3, with Commissioner Oddo, Vice Chairman Ognio, and Chairman Maxwell voting in opposition.

#### **PUBLIC COMMENT:**

Mr. Mical Heminger, stated that he agreed that the County did need an independent Review Board, and that he felt that the County Administrator should be removed from the arbitration completely. Mr. Heminger stated in the 911 Administrative Directive code of ethics 100.03 a citizen can make any complaint against any policy, procedure, or employee. Mr. Heminger stated that a complaint should be filed and maintained in a secure area, if needed for an investigation and/or open records in the future. Mr. Heminger stated that on October 5, 2018 he called in and voiced a complaint, which was not filed. Mr. Heminger stated that was his issue. He stated, how an employee or a citizen can feel safe complaining about anything that they take issue with, if it was not going to be documented, filed or followed through. Mr. Heminger encouraged the Board to pursue an independent Review Board.

#### **ADMINISTRATOR'S REPORTS:**

##### **A. Contract #930-P: Preliminary Engineering for Redwine Road Multi-Use Path Supplemental #1: Final Plans, Specifications & Estimates for Local Let**



**ATTORNEY'S REPORTS:** None

**COMMISSIONERS' REPORTS:**

**Commissioner Brown**

Commissioner Brown stated that he and Vice-Chairman Ognio attended the Regional Breakfast with the Atlanta Regional Commission, he stated that majority of the discussion was metro Atlanta focused but noted that within the ARC brochure being distributed Fayette County 2010 population was listed as 132,000; which is incorrect and could be perceived as if the County is rapidly losing population. Commissioner Brown stated that we may want to contact ARC to have that corrected. Commissioner Brown also, stated that is discussion also centered on regional transit and how amazing it will be, which Commissioner Brown noted that is caused him concern, especially from a financial standpoint.

**Vice Chairman Ognio**

Vice Chairman Ognio congratulated all the recent election winners. Vice Chairman Ognio stated that Commissioner Rousseau received 100% of the votes. Vice Chairman Ognio stated that the Equestrian Park intergovernmental agreement was approved by Fayette County School Board and that the agreement would probably have to come back before the Board before final approval. Vice Chairman Ognio also wished everyone a Happy Thanksgiving and encouraged everyone to remember all the things we have to be thankful for.

**Commissioner Rousseau**

Commissioner Rousseau extended to everyone Holiday greeting and wishes. Commissioner Rousseau congratulated the water distribution team for their hard work and award recognition; as well as congratulations to the Rowing Club. He also, extended a thank you to our citizen's volunteers who seek to be engaged in the community.

**Commissioners Oddo**

Commissioners Oddo stated for those who were not aware of the recent passing of Ms. Carolyn Cary a treasured Fayette County historian. Commissioner Oddo also mentioned he was able to attend the Georgia Military College Veterans Day celebration which include a COBRA helicopter and was an impressive experience. He commended County staff for the Face-to-Face event held at the County Office encouraging citizen engagement. Commissioner Oddo also, wished everyone a Happy Thanksgiving.

**EXECUTIVE SESSION:** None

**ADJOURNMENT:**

Commissioner Brown moved to adjourn the November 8, 2018 Board of Commissioners meeting. Vice Chairman Ognio seconded. The motion passed 5-0.

The November 8, 2018 Board of Commissioners meeting adjourned at 5:55 p.m.

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Marlena M. Edwards, Deputy County Clerk

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Eric K. Maxwell, Chairman

The foregoing minutes were duly approved at an official meeting of the Board of Commissioners of Fayette County, Georgia, held on the 13<sup>th</sup> day of December 2018. Referenced attachments are available upon request at the County Clerk's Office.

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Marlena M. Edwards, Deputy County Clerk

# COUNTY AGENDA REQUEST

Page 131 of 258

Department:

Presenter(s):

Meeting Date:

Type of Request:  **Item #9**

## Wording for the Agenda:

Consideration of staff's recommendation to not object to the Peachtree City annexation of an unincorporated island consisting of two (2) properties of 37.48 acres and 5.99 acres in the area of Senoia Road, and the rezoning of said properties to LUR (Limited Use Residential).

## Background/History/Details:

Peachtree City is initiating the annexation and rezoning to LUR (Limited Use Residential), as authorized in O.C.G.A. § 36-36-92, of an unincorporated island consisting of the following properties:

Parcel ID 0745 008, 37.48 acres

Parcel ID 0745 004, 5.99 acres

Staff recommends that the Board of Commissioners not object to the annexation and rezoning of the subject properties. Unincorporated islands can lead to confusion in the delivery of public services and the two (2) properties comprise an island which will have no effect on any properties in the unincorporated County.

## What action are you seeking from the Board of Commissioners?

Approval of staff's recommendation to not object to the Peachtree City annexation of two (2) properties consisting 37.48 acres and 5.99 acres in the area of Senoia Road, and the rezoning of said properties to LUR (Limited Use Residential).

## If this item requires funding, please describe:

Has this request been considered within the past two years?

If so, when?

Is Audio-Visual Equipment Required for this Request?\*

Backup Provided with Request?

**\* All audio-visual material must be submitted to the County Clerk's Office no later than 48 hours prior to the meeting. It is also your department's responsibility to ensure all third-party audio-visual material is submitted at least 48 hours in advance.**

Approved by Finance

Reviewed by Legal

Approved by Purchasing

County Clerk's Approval

Administrator's Approval

## Staff Notes:

To: Board of Commissioners

From: Pete Frisina

Date: November 26, 2018

Re: Peachtree City Annexation of Unincorporated Island

Peachtree City is initiating the annexation and rezoning to LUR (Limited Use Residential), as authorized in O.C.G.A. § 36-36-92 (see below), of an unincorporated island consisting of the following properties:

Parcel ID 0745 008, 37.48 acres

Parcel ID 0745 004, 5.99 acres

The subject properties comprise an unincorporated island bounded by Tyrone and Peachtree City. Both properties are zoned A-R and designated as Low Density Residential (1 Unit/1 Acre) on the Fayette County Future Land Use Plan map. The subject properties do not have any road frontage and are landlocked.

## **STATE LAW**

### **TITLE 36. LOCAL GOVERNMENT**

### **PROVISIONS APPLICABLE TO MUNICIPAL CORPORATIONS ONLY**

### **CHAPTER 36. ANNEXATION OF TERRITORY**

### **ARTICLE 6. ANNEXATION OF UNINCORPORATED ISLANDS**

### **O.C.G.A. TITLE 36 Chapter 36 Article 6 (2015)**

#### **36-36-90. Definitions**

(3) "Unincorporated island" means:

(A) An unincorporated area in existence on January 1, 1991, with its aggregate external boundaries abutting the annexing municipality;

(B) An unincorporated area in existence as of January 1, 1991, with its aggregate external boundaries abutting any combination of the annexing municipality and one or more other municipalities; or

(C) An unincorporated area in existence as of January 1, 1991, which the county governing authority has by resolution adopted not later than 90 days following July 1, 1992, that identifies any unincorporated area of the county to which the county has no reasonable means of physical access for the provision of services otherwise provided by the county governing authority solely to the unincorporated area of the county.

**§ 36-36-91. Area included in determining aggregate external boundary**

For the purposes of determining the aggregate external boundary of an unincorporated area, all real property in the area to be annexed, which at the time the annexation procedures are initiated, (1) is unincorporated, and (2) is in the same county as the annexing municipal corporation, shall have its area included in determining the aggregate external boundary.

**§ 36-36-92. Annexation of unincorporated islands; procedures; provision of municipal services**

(a) The governing body of each municipal corporation of the state may annex to the existing corporate limits thereof all or any portion of unincorporated islands which are contiguous to the existing limits at the time of such annexation upon compliance with the procedures set forth in this article and in accordance with the procedures provided in Article 1 of this chapter.

(b) Annexation of unincorporated islands as authorized in subsection (a) of this Code section shall be accomplished by ordinance at a regular meeting of the municipal governing authority within 30 days after written notice of intent to annex such property is mailed to the owner of such property at the last known address for such owner as it appears on the ad valorem tax records of the county in which such property is located. After the adoption of the annexation ordinance, an identification of the property annexed shall be filed with the Department of Community Affairs and with the governing authority of the county in which the property is located, in accordance with Code Section 36-36-3.

(c) Annexation of an unincorporated island as authorized by subsection (a) of this Code section, which unincorporated island directly abuts more than one municipality, shall be by the municipality which abuts the unincorporated island along the greatest percentage of its external boundary as provided in this Code section, unless otherwise agreed to by the affected municipalities.

(d) Annexations under this article shall be at the sole discretion of the governing body of each municipality.

(e) Municipal services to the annexed area shall be provided on substantially the same basis and in the same manner as such services are provided within the rest of the municipal corporation; provided, however, the extension of water and sewer services shall be according to the policies in effect in such municipal corporation for extending water and sewer lines to individual lots and subdivisions.

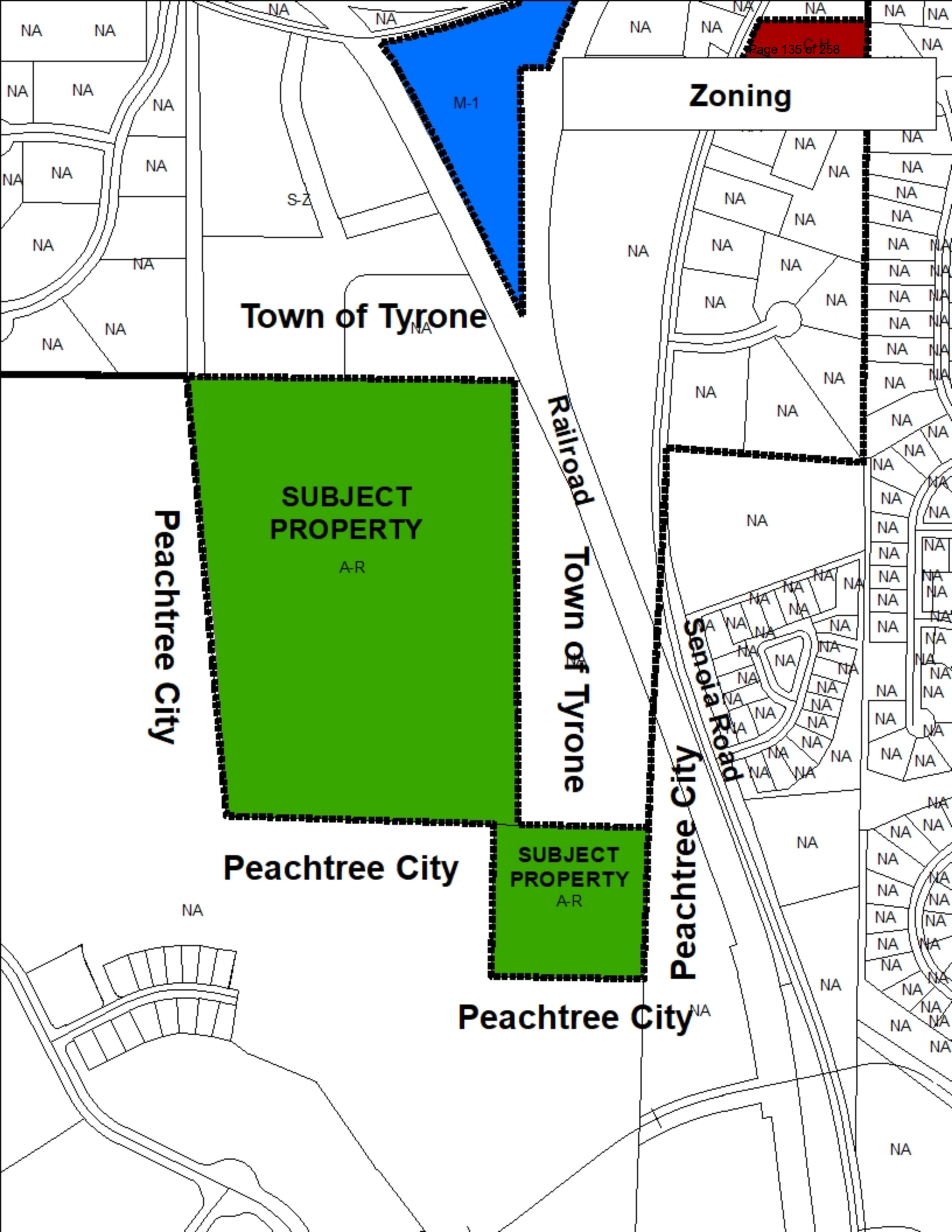
(f) The provisions of this article with regard to annexation of unincorporated islands is severable as to each city and to the annexation of each unincorporated island therein.

**Recommendation**

The subject properties comprise an unincorporated island bounded by Tyrone and Peachtree City. Both properties are zoned A-R and designated as Low Density Residential (1 Unit/1 Acre)

on the Fayette County Future Land Use Plan map. The subject properties do not have any road frontage and are landlocked.

Unincorporated islands can lead to confusion in the delivery of public services. The two (2) properties comprise an island which will have no effect on any properties in the unincorporated County. The Planning and Zoning Staff recommends that the County not object to the annexation and rezoning.



# Zoning

Town of Tyrone

Peachtree City

Peachtree City

Peachtree City

Peachtree City

Railroad

Senola Road

SUBJECT  
PROPERTY

A-R

SUBJECT  
PROPERTY

A-R

M-1

# Land Use Plan

LIGHT  
INDUSTRIAL

Town of Tyrone

City\_Limits

Railroad Town of Tyrone

SUBJECT  
PROPERTY

LOW DENSITY  
RESIDENTIAL

Peachtree City

LOW DENSITY  
RESIDENTIAL

Senola Road

Peachtree City

SUBJECT  
PROPERTY

Peachtree City

City\_Limits

Peachtree City



# Aerials

Town of Tyrone

SUBJECT  
PROPERTY

Peachtree City

Railroad Town of Tyrone

Senola Road

Peachtree City

Peachtree City

SUBJECT  
PROPERTY

Peachtree City



RECEIVED  
NOV 20 2018  
BY: .....  
SENT VIA CERTIFIED MAIL

November 16, 2018

Mr. Eric Maxwell, Chairman  
The Board of County Commissioners of Fayette County  
140 Stonewall Avenue West, Suite 100  
Fayetteville, GA 30214

Re: Notice of Annexation of about 43 acres of unincorporated land between  
Peachtree City and the Town of Tyrone, Parcels 0745 008 and 0745 004

Dear Mr. Maxwell:

Please be advised that the City of Peachtree City, Georgia, by the authority vested in the Mayor and Council of the City of Peachtree City by Article 6 of Chapter 36, Title 36, §36-36-92 O.C.G.A., intends to annex the property hereinafter described by ordinance at a regular meeting of the Mayor and the City Council. Although official notice of Annexation of Unincorporated Islands to the County is not required by the statute, please accept this courtesy notice.

This letter also serves as notice that the City Council is seeking to rezone the properties from Fayette County zoning district A-R, Agricultural Residential, to Peachtree City zoning district LUR, Limited Use Residential, similar to the adjacent properties' current zoning within the City. A map of the unincorporated islands is attached to this letter.

Thank you for your attention. If you have any questions, please feel free to contact the Planning and Development Department at 770-487-5731.

Sincerely,



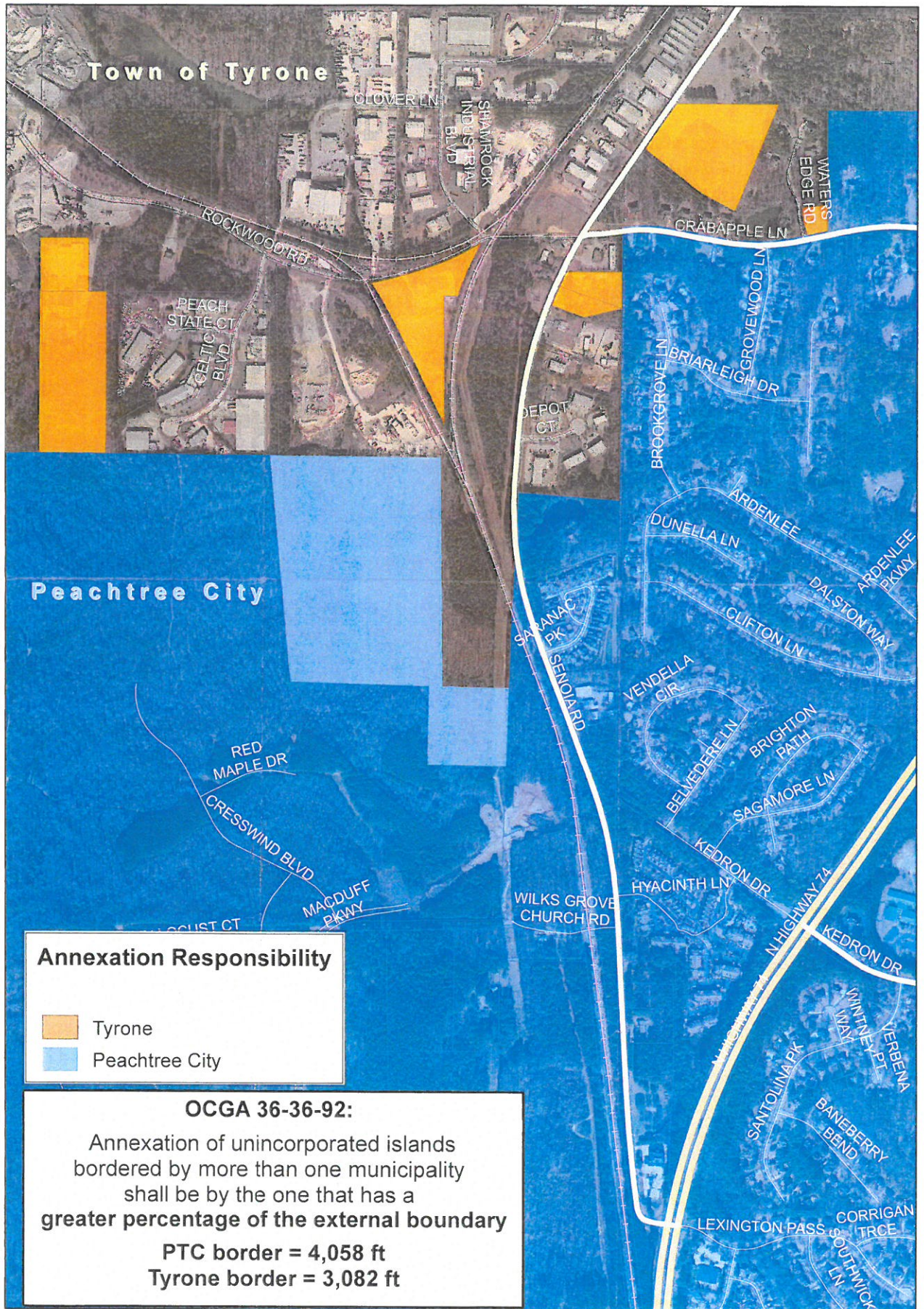
Robin Cailloux, AICP  
Senior Planner, Peachtree City

ATTACHMENTS



# ANNEXATION ISLANDS BETWEEN THE TOWN OF TYRONE AND PEACHTREE CITY

Page 139 of 258



0 0.125 0.25 0.5 Miles



Date: 11/15/2018



# COUNTY AGENDA REQUEST

Page 140 of 258

Department:

Presenter(s):

Meeting Date:

Type of Request:

## Wording for the Agenda:

Consideration of staff's recommendation to not object to the Peachtree City annexation of 30 properties totaling 105.45 acres on SR 54 and the rezoning of said properties from C-C, C-H and R-20 to GC (General Commercial) and R-43 (one-family residential district).

## Background/History/Details:

On August 23, 2018, the BOC voted to object to the aforementioned annexation/rezoning because of a material increase in burden upon the county due to the proposed change in residential zoning with an increase in residential density of development and the costs associated with updating the 2013 Future Conditions Flood Study performed by the County to meet the Metropolitan North Georgia Watershed Planning District (MNGWPD) requirements and developing a Floodplain Management Plan.

The applicant has amended the annexation application to request R-43, a one (1) acre residential zoning district, which is the same density as the present R-20 zoning in the unincorporated County. Staff recommends that the County NOT OBJECT to the annexation as there is no increase in residential density of development.

## What action are you seeking from the Board of Commissioners?

Consideration of staff's recommendation to not object to the Peachtree City annexation of 30 properties totaling 105.45 acres on SR 54 and the rezoning of said properties from C-C, C-H and R-20 to GC (General Commercial) and R-43(one-family residential district).

## If this item requires funding, please describe:

Not applicable.

Has this request been considered within the past two years?

If so, when?

Is Audio-Visual Equipment Required for this Request?\*

Backup Provided with Request?

*\* All audio-visual material must be submitted to the County Clerk's Office no later than 48 hours prior to the meeting. It is also your department's responsibility to ensure all third-party audio-visual material is submitted at least 48 hours in advance.*

Approved by Finance

Reviewed by Legal

Approved by Purchasing

County Clerk's Approval

Administrator's Approval

## Staff Notes:

To: Board of Commissioners

From: Pete Frisina

Date: November 21, 2018

Re: Peachtree City Annexation Request and Rezoning of 30 Properties on SR 54

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Peachtree City is considering the annexation of 30 properties on SR 54 in Land Lots 69 and 70 of the 7<sup>th</sup> District. Based on the information submitted to the County, the City is employing the 60-40 method of annexation for 105.45 acres. The annexation area contains properties that are currently zoned for non-residential uses in the County that will be zoned for non-residential use in the City and an undeveloped 48.81 acre parcel that is zoned R-20 (one acre residential zoning) in the County.

On August 23, 2018, the BOC voted to object to the aforementioned annexation/rezoning because of a material increase in burden upon the county due to the proposed change in residential zoning resulting in an increase in residential density of development and the costs associated with updating the 2013 Future Conditions Flood Study performed by the County to meet the Metropolitan North Georgia Watershed Planning District (MNGWPD) requirements and developing a Floodplain Management Plan as the 2013 Future Conditions Flood Study as the study was based on a one (1) acre density.

This increase in residential density of development was associated with the development of the undeveloped 48.81 acre parcel under a LUR (Limited-Use Residential) zoning district and a proposed subdivision of 93 single-family lots. The applicant has amended the annexation application to request R-43, a one (1) acre residential zoning district, which is consistent with the minimum lot size of the present R-20 zoning in the unincorporated County thereby not increasing the residential density of development.

### **Recommendation**

With the amendment of the annexation/rezoning application requesting the R-43 zoning district there is no increase in residential density over what would be allowed under the present R-20 zoning in the unincorporated County. Staff recommends that the County NOT OBJECT to the annexation as there is no increase in residential density of development.



## PTC Annexation Area Aerials

Area Proposed for  
R-43 zoning

Peachtree City

SR 54

Govenors Square

Peachtree Court

Peachtree  
East  
Shopping  
Center

Peachtree City



November 15, 2018

**SENT VIA CERTIFIED MAIL**

Mr. Eric Maxwell, Chairman  
 The Board of County Commissioners of Fayette County  
 140 Stonewall Avenue West, Suite 100  
 Fayetteville, GA 30214

Re: Notice of Annexation and Rezoning via Ravin Homes, Inc. and Brent Holdings, LLC  
 Properties located along or near State Route 54  
 Tax Parcels: 0719 058, 0719 035, 0719 036, 071902012, 071902011, 071902010,  
 071902009, 071902008, 071902007, 071902006, 0719 009, 071902005, 071902004,  
 071902003, 071902002, 071902001, 0719 042, 071903007, 071903006, 071903003,  
 071903002, 0719 070, 071903001, 071903004, 0719 046, 0719 047, 0719 038, 0719  
 031, 0719 041, and 0719 037

Dear Mr. Maxwell:

Please be advised that the City of Peachtree City, Georgia, by the authority vested in the Mayor and Council of the City of Peachtree City by Article 2 of Chapter 36, Title 36, O.C.G.A., intends to annex the property hereinafter described by ordinance at a regular meeting of the Mayor and the City Council.

This letter has been sent to you by certified mail, return receipt requested, within five (5) business days of acceptance of an application for annexation in accordance with O.C.G.A §36-36-6 and §36-36-9. This letter also serves as notice of the application for zoning pursuant to O.C.G.A § 36-36-111, that the applicants are seeking to rezone from Fayette County zoning districts to Peachtree City zoning districts as described in the table:

MAP ID	TAX ID	ADDRESS/ DESCRIPTION	EXISTING COUNTY ZONING DISTRICT*	PROPOSED PEACHTREE CITY ZONING DISTRICT	EXISTING COUNTY FUTURE LAND USE
1	0719 058	130-240 Peachtree East Center (Publix, Steinmart, Kauffman Tire, etc.)	CC	GC	Commercial
2	0719 035	2008 Hwy 54 (Campaniles)	CH	GC	Commercial
3	0719 036	2006 Hwy 54 (ACE Hardware)	CH	GC	Commercial
4	071902012	113 Peachtree Ct (Enpointe)	CH	GC	Commercial
5	071902011	119 Peachtree Ct	CH	GC	Commercial
6	071902010	Lot 10 Peachtree Court	CH	GC	Commercial
7	071902009	Lot 9 Peachtree Court	CH	GC	Commercial
8	071902008	135 Peachtree Court	CH	GC	Commercial
9	071902007	Lot 7 Peachtree Ct	CH	GC	Commercial

MAP ID	TAX ID	ADDRESS/ DESCRIPTION	EXISTING COUNTY ZONING DISTRICT*	PROPOSED PEACHTREE CITY ZONING DISTRICT	EXISTING COUNTY FUTURE LAND USE
10	071902006	Lot 6 Peachtree Ct	CH	GC	Commercial
11	0719 009	50-acre undeveloped parcel	R-20	R-43 (1-acre lot minimum)	Low Density Residential (1 unit/acre)
12	071902005	138 Peachtree Ct	CH	GC	Commercial
13	071902004	134 Peachtree Ct	CH	GC	Commercial
14	071902003	128 Peachtree Ct	CH	GC	Commercial
15	071902002	122 Peachtree Ct	CH	GC	Commercial
16	071902001	116 Peachtree Ct	CH	GC	Commercial
17	0719 042	1992 – 1980 Hwy 54 (Governor's Walk shopping)	CH	GC**	Commercial
18	071903007	105 Governor's Square	CH	GC	Commercial
19	071903006	117 Governor's Square	CH	GC	Commercial
20	071903003	125 – 145 Governor's Square	CH	GC	Commercial
21	071903002	150 Governor's Square	CH	GC	Commercial
22	0719 070	100 Governor's Trace	CH	GC	Commercial
23	071903001	106, 118, & 130 Governor's Sq	CH	GC	Commercial
24	071903004	112 Governor's Square	CH	GC	Commercial
25	0719 046	1968 Hwy 54 (PSP Building)	CH	GC	Commercial
26	0719 047	1964 Hwy 54 (Fitness 54)	CH	GC	Commercial
27	0719 038	1954 Hwy 54 (PTC Dive Shop)	CH	GC	Commercial
28	0719 031	1952 Hwy 54 (Autera)	CC	GC	Commercial
29	0719 041	1963 Hwy 54 (Flat Creek Vet)	CC	GC	Office
30	0719 037	1971 Hwy 54 (Antique Store)	CH	GC	Office

\* All of the properties are also in the Fayette County Hwy 54W Overlay District

\*\* Some retail uses in this shopping center will be considered legally non-conforming

Pursuant to O.C.G.A. §36-36-7 and §36-36-9, you must notify Peachtree City, in writing and by certified mail, return receipt requested, of any county facilities or property located within the property to be annexed, within five (5) business days of receipt of this letter.

If the county has an objection under O.C.G.A. §36-36-113, in accordance with the objection and resolution process, you must notify Peachtree City within thirty (30) calendar days of the receipt of this notice.

Sincerely,



Robin Cailloux, AICP  
Senior Planner, Peachtree City

ATTACHMENTS





## STEP TWO ANNEXATION APPLICATION

153 Willowbend Rd, Peachtree City, GA 30269  
770-487-5731  
WWW.PEACHTREE-CITY.ORG

**Fee: \$1500 + \$50/acre**

Date Filed 7/19/18

Date Accepted     /     /    

Notification Sent     /     /    

Office Use Only

**Overview:** The Annexation Review Process is a two-step process to evaluate annexation requests into the City of Peachtree City. Once the City Council has voted to approve an applicant's Step One application, a Step Two application can be submitted. The recommendation that the annexation request continue to Step Two in no way implies that the City Council will ultimately approve the rezoning and/ or the annexation application. The Step Two application must be submitted within one (1) year of the approved Step One request. Step Two requires the submittal of detailed information as identified in the established rezoning process and the State Annexation Law.

Per State Law, once the application has been submitted to the City, nothing can be altered. The annexation property area and the requested zoning category may not be changed during the review process. In addition, if the annexation is approved, the development intensity may not be increased for one year after the approval date. For example, if a density of 2 units per acre is requested and approved in the Annexation application, the property cannot be rezoned or developed at a density greater than 2 units per acre within one year of approval. It may, however, be developed at a lesser density.

**Instructions:** All items identified below must be provided before a Step Two application is deemed complete. If the answer to any question is "No," a written explanation must be provided to explain the negative response. Once staff has deemed the application is complete and complies with the State Annexation Law, the annexation request and rezoning shall be heard together in two public hearings. The first required public hearing is with the Planning Commission, where they will make a recommendation to the City Council. The second public hearing is before the City Council, who will vote to approve/deny the request.

### SUBMITTAL REQUIREMENTS:

		YES	NO	
1	A completed and signed Step Two application	<input checked="" type="checkbox"/>	<input type="checkbox"/>	✓
2	Application fee paid	<input checked="" type="checkbox"/>	<input type="checkbox"/>	✓
e 3	<b>Legal Description:</b> A paper copy and an electronic version (.doc) of the full legal description of the subject tract(s) being considered for annexation <i>See deed</i>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	✓
e 4	<b>Boundary Survey:</b> One electronic (.pdf) copy and five (5) paper copies of a survey prepared by a licensed and registered land surveyor that shall identify the extent of the property being considered for annexation. Must be scale no greater than 1"=50' and include:	<input checked="" type="checkbox"/>	<input type="checkbox"/>	✓
(a)	Parcel Tax ID number and owner name for each annexation parcel	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
	Existing lot lines, easements, rights-of-way, including the area in acres or square feet, and abutting land uses or zoning district categories	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
(b)	A clear delineation of the existing and proposed city limits boundary	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
(c)	Seal of the surveyor who prepared the survey	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
(d)	All natural, geological, and/or cultural resources that are on or within 200 feet of the property <i>none</i>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	

## STEP TWO ANNEXATION APPLICATION

153 Willowbend Rd, Peachtree City, GA 30269  
770-487-5731  
WWW.PEACHTREE-CITY.ORG



		YES	NO	
5	<b>Property Deeds:</b> One (1) copy of the property deed(s) for tract(s) of land.	<input checked="" type="checkbox"/>	<input type="checkbox"/>	✓
e 6	<b>Nearby Properties List:</b> One (1) paper and one (1) electronic version (.doc) of a list of all parcels within 200' of the annexation property, including ownership and property addresses.	<input checked="" type="checkbox"/>	<input type="checkbox"/>	✓
e 7	<b>Nearby Properties Map:</b> One (1) paper and one (1) electronic version (.pdf) showing the proposed annexation property and all properties within 200' of annexation property.	<input type="checkbox"/>	<input type="checkbox"/>	✓
8	<b>Documentation of Annexation Methodology:</b> state which annexation method is being used, and provide supporting documentation that complies with the State Annexation Law requirements. This includes the signed and dated petitions and/or signed letters of approval of property owners, as applicable.	<input checked="" type="checkbox"/>	<input type="checkbox"/>	submitted in step 1
9	<b>Utility Verification:</b> One (1) copy of each letter from the utility service providers indicating that their services can support the development of the proposed zoning intensity.	<input checked="" type="checkbox"/>	<input type="checkbox"/>	✓
e 10	<b>Schematic Land Use Plan:</b> One (1) paper copy and one (1) electronic version (.pdf) of the master plan showing land uses/zoning within the overall development, buffers, open space, setbacks, and density.	<input type="checkbox"/>	<input type="checkbox"/>	✓
11	<b>Written Narrative:</b> a description of how the proposal relates to the comprehensive plan and the adopted goals and policies. It should also include the following information:	<input checked="" type="checkbox"/>	<input type="checkbox"/>	✓
(a)	General description of the proposed development.			
(b)	How the development will minimize and mitigate impacts on the natural environment.	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
(c)	Provide proposed density and the projected population/employment figures at build-out.	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
(d)	How the development will tie into the City's street network and multi-use path system.	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
(e)	An analysis of how the proposed annexation will affect the City's tax base, public education system, police and fire protection services, emergency medical services, transportation system, utilities, and recreational services.	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
12	<b>Compliance Statement:</b> A signed statement indicating that the applicant is familiar with the City's Zoning Ordinance and Land Development Ordinance, and the applicant's plan for bringing the property into compliance with all the City's adopted ordinances.	<input checked="" type="checkbox"/>	<input type="checkbox"/>	✓
13	<b>Supporting Documentation:</b> Please provide any further information you wish to be considered in the Annexation and rezoning application.	<input checked="" type="checkbox"/>	<input type="checkbox"/>	✓

By signing the application, the Applicant is certifying that the information is current and correct to the best of their knowledge, and that they are granted permission by the property owners to submit this annexation and rezoning application. Signee grants City Staff and representatives access to the properties in order to gather information to review the application.

Applicant Signature: \_\_\_\_\_

Bob Rolader, mgr. Brent Hadings

Date: \_\_\_\_\_

7-19-2018



## STEP TWO ANNEXATION APPLICATION

153 Willowbend Rd, Peachtree City, GA 30269  
770-487-5731  
WWW.PEACHTREE-CITY.ORG

<b>ANNEXATION METHOD</b>	<input type="checkbox"/> <b>100% Methodology</b> <ul style="list-style-type: none"> <li>Application requires signatures or signed letters of approval of all current property owners.</li> </ul>		<input checked="" type="checkbox"/> <b>60% Methodology</b> <ul style="list-style-type: none"> <li>Required signatures or signed letters of approval of 60% of current property owners.</li> <li>Requires signed petition by 60% of registered voters on the property. Signatures must be dated and be within one (1) year of the approved annexation motion for Step Two.</li> </ul>	
<b>ANNEXATION PARCEL</b>	ID #: <u>071 9009</u> Address: <u>Governor's Square</u> ID #: _____      Address: _____ ID #: _____      Address: _____ ID #: _____      Address: _____ <p style="text-align: center; font-size: small;">Attach list of additional parcels if needed. The list of properties cannot be altered once the application is submitted.</p>			
<b>ADJOINING PARCELS</b>	ID #	Current Use	Zoning	Future Land Use
North				
South				
East				
West				
<b>APPLICANT</b>	Name <u>Brent Holdings, LLC (Ravin Homes)</u> Address <u>270 N. Jeff Davis Drive</u> Phone # <u>770-461-0478</u> Email <u>rferry@brent.us</u>		<b>OWNER (S)</b>	Name <u>Ravin Homes Inc</u> Address <u>135 Governor's Square</u> Phone # <u>770-487-9608</u> Email _____ <p style="text-align: center; font-size: small;">Attach list of additional owners if needed.</p>
<b>UTILITIES</b>		<b>Existing</b>	<b>Proposed</b>	
Water		<u>NO</u>	<u>Fayette Co. Water</u>	
Sewer		<u>NO</u>	<u>PTC WASA</u>	
Fire/ EMS		<u>NO</u>	<u>PTC</u>	
Police		<u>NO</u>	<u>PTC</u>	
Electricity		<u>NO</u>	<u>Cow/ Fay EMC</u>	
<b>PROPOSED DEVELOPMENT</b>	<b>Zoning Category Request:</b> <b>Brief Description:</b> <u>Ravin Homes Inc is requesting R-43 zoning for the purpose of single-family one-acre lots.</u>			

## Annexation Parcels

#	Parcel ID	Property Use	Address	Name	Contact	Acreage	Signature
1	0719 058	Publix	130 Peachtree East Center	Real Sub LLC (C/O Publix)	Unk	16.94	No
2	0719 035	Campaniles	2008 Hwy 54W	Pamela Hutchings/Phyllis Miles	Pamela Hutchings/Ph	1.13	No
3	0719 036	ACE	2006 Hwy 54W	Pamela Hutchings/Phyllis Miles	Pamela Hutchings/Ph	1.04	No
4	071902012	Lot 12 PC	113 Peachtree Court	Enpointe Group	Kathleen Senger	0.99	No
5	071902011	Lot 11 PC	119 Peachtree Court	DeGolian Commercial *	DeGolian	0.96	Yes
6	071902010	Lot 10 PC	Lot 10 Peachtree Court	Peachtree Enterprises	Steve Kiser	0.98	No
7	071902009	Lot 9 PC	Lot 9 Peachtree Court	DeGolian Commercial *	DeGolian	0.94	Yes
8	071902008	Lot 8 PC	135 Peachtree Court	DeGolian Commercial *	DeGolian	0.93	Yes
9	071902007	Lot 7 PC	Lot 7 Peachtree Court	Jerry and Michelle Ketterer	Jerry Ketterer	1.43	Yes
10	071902006	Lot 6 PC	Lot 6 Peachtree Court	Ravin Homes *	Ravin	1.24	Yes
11	0719 009	50 Acres	Governors Square	Ravin Homes *	Ravin Homes	48.81	Yes
12	071902005	Lot 5 PC	138 Peachtree Court	ELS Rental	Lamar Seals	2.07	No
13	071902004	Lot 4 PC	134 Peachtree Court	DeGolian Commercial *	DeGolian	0.91	Yes
14	071902003	Lot 3 PC	128 Peachtree Court	DeGolian Commercial *	DeGolian	0.97	Yes
15	071902002	Lot 2 PC	122 Peachtree Court	Ravin Homes PSP *	Ravin	0.98	Yes
16	071902001	Lot 1 PC	116 Peachtree Court	116 Peachtree Court LLC	Mark Schumaker Esq	1.00	No
17	0719 042	Gov. Walk	1992 Hwy 54W	Governors Corner LLC	Michael Fincher	2.71	No
18	071903007	Mirome G/S (105)	105 Governors Square	Mirome LLC *	Mirome	0.22	Yes
19	071903006	Seals G/S	117 Governors Square Pkwy	ELS Rental	Lamar Seals	0.13	No
20	071903003	G/S - 125	Governors Square	Mirome LLC *	Mirome	2.99	Yes
21	071903002	G/S - 150	Governors Square	Mirome LLC *	Mirome	1.01	Yes
22	0719 070	Mirome - 100 Gov Trace	100 Governors Trace	Mirome LLC *	Mirome	4.37	Yes
23	071903001	G/S - Tract 1	Governors Square	Mirome LLC *	Mirome	2.42	Yes
24	071903004	Burcher G/S	112 Governors Square	Robert Douglas Burcher Jr.	Doug Burcher	0.07	No
25	0719 046	PSP Bldg	1968 Hwy 54W	Ravin Homes PSP *	Ravin Homes	1.29	Yes
26	0719 047	Fitness 54	1964 Highway 54 W	PTC Properties Inc		2.59	No
27	0719 038	Dive Shop	1954 Highway 54 West	Robert Carawan		1.57	No
28	0719 031	Autera Properties	1952 Highway 54 West	Autera Properties Inc.		1.39	No
29	0719 041	Animal Clinic	1963 Highway 54	Reichman Ransom LLC		2.39	No
30	0719 037	Antique Store	1971 Highway 54	Jaz Properties Inc.		0.98	No
						<b>105.45</b>	

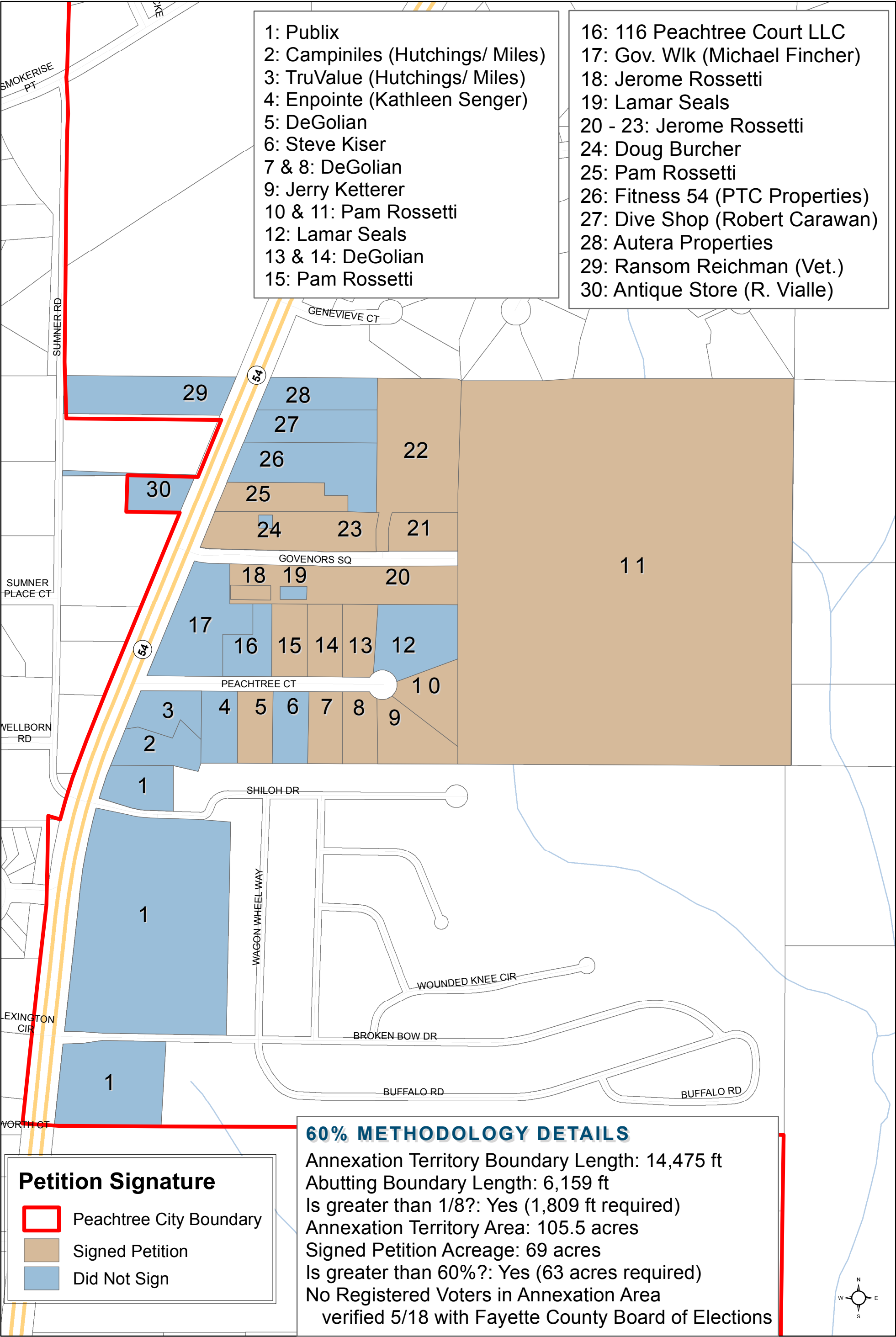
## Mailing Addresses

Ravin Homes & Ravin Homes PSP  
 1968 Highway 54W Suite A  
 Peachtree City GA 30269

Mirome LLC and DeGolian Residential  
 105 Governors Square Suite A  
 Peachtree City GA 30269

SR 54: EAST VILLAGE ANNEXATION

RAVIN HOMES & COMMERCIAL PARCELS





Parcel ID: 0719 058  
Deed Book: 4400, page 62

Property Description	Shoaling Center Tract:
<p>All that tract or parcel of land lying and being in Land Lot 69, 7th Land District, Fayette County, Georgia, and being more particularly described as follows:</p> <p>Beginning at an iron pin set (<math>\frac{1}{2}</math> inch rebar) at the intersection of the South Land Lot Line of Land Lot 69 with the East right-of-way of State Route 54 (right-of-way varies); thence northerly along the East right-of-way of State Route 54 a distance of 415.54 feet to an iron pin set (<math>\frac{1}{2}</math> rebar) on the North right-of-way of Broken Bow Drive (60 foot right-of-way); being the True Point of Beginning; thence continuing along the East right-of-way of State Route 54 North 06 degrees 06 minutes 32 seconds East, a distance of 443.51 feet to a point; thence 510.28 feet along a curve, said curve having a chord of North 11 degrees 18 minutes 48 seconds East 509.58 feet and a radius of 2808.79 feet to an iron pin set (<math>\frac{1}{2}</math> rebar); thence leaving said right-of-way South 75 degrees 27 minutes 43 seconds East, a distance of 171.01 feet to an iron pin set (<math>\frac{1}{2}</math> rebar); thence South 89 degrees 43 minutes 54 seconds East, a distance of 54.75 feet to a pk nail set; thence South 01 degree 54 minutes 29 seconds West, a distance of 219.74 feet to an iron pin set (<math>\frac{1}{2}</math> rebar); thence South 89 degrees 35 minutes 49 seconds East, a distance of 219.74 feet to an iron pin found (<math>\frac{1}{2}</math> inch rebar); thence South 01 degree 54 minutes 29 seconds West, a distance of 865.10 feet to an iron pin set (<math>\frac{1}{2}</math> rebar); thence North 89 degrees 40 minutes 48 seconds West, a distance of 219.75 feet to an iron pin set (<math>\frac{1}{2}</math> rebar); thence South 01 degree 54 minutes 29 seconds West, a distance of 1.24 feet to an iron pin set (<math>\frac{1}{2}</math> rebar) on the North right-of-way of Broken Bow Drive; thence along said right-of-way, North 89 degrees 34 minutes 06 seconds West, a distance of 425.71 feet to a pk nail set; thence North 53 degrees 44 minutes 00 seconds West, a distance of 35.07 feet to an iron pin set (<math>\frac{1}{2}</math> rebar) and the True Point of Beginning.</p> <p>Said tract contains 13.231 acres.</p>	<p><b>Out Parcel 1:</b></p> <p>All that tract or parcel of land lying and being in Land Lot 69, 7th Land District, Fayette County, Georgia, and being more particularly described as follows:</p> <p>Beginning at an iron pin set (<math>\frac{1}{2}</math> inch rebar) at the intersection of the South Land Lot Line of Land Lot 69 with the East right-of-way of State Route 54 (right-of-way varies); thence northerly along the East right-of-way of State Route 54 a distance of 1,369.44 feet to an iron pin set (<math>\frac{1}{2}</math> rebar) being the True Point of Beginning; thence continuing along said right-of-way 132.15 feet along a curve, said curve having a chord of North 17 degrees 51 minutes 57 seconds East 132.14 feet and a radius of 2808.79 feet to an iron pin set (<math>\frac{1}{2}</math> rebar); thence leaving said right-of-way South 89 degrees 59 minutes 22 seconds East, a distance of 302.60 feet to an iron pin found (<math>\frac{1}{2}</math> inch open top pipe); thence South 01 degree 54 minutes 29 seconds West, a distance of 169.54 feet to an PK nail set; thence North 89 degrees 43 minutes 54 seconds West, a distance of 171.96 feet to an iron pin set (<math>\frac{1}{2}</math> rebar); thence North 75 degrees 27 minutes 43 seconds West, a distance of 171.01 feet to an iron pin set (<math>\frac{1}{2}</math> rebar) and the True Point of Beginning.</p> <p>Said tract contains 1.181 acres.</p>



Out Parcel 111:

All that tract or parcel of land lying and being in Land Lot 69, 7th Land District, Fayette County, Georgia, and being more particularly described as follows:

Beginning at an iron pin set (1/2 inch rebar) at the intersection of the South Land Lot Line of Land Lot 69 with the East right-of-way of State Route 54 (right-of-way varies); thence along said right-of-way North 06 degrees 06 minutes 29 seconds East, a distance of 1.21 feet to a concrete monument found; thence North 89 degrees 32 minutes 29 seconds West, a distance of 8.68 feet to a concrete monument found; thence North 06 degrees 06 minutes 29 seconds East, a distance of 10.00 feet to a concrete monument found; thence North 89 degrees 32 minutes 17 seconds West, a distance of 10.06 feet to a concrete monument found; thence North 06 degrees 06 minutes 32 seconds East, a distance of 304.76 feet to an iron pin set (1/2 inch rebar) on the southern right-of-way of Broken Bow Drive (60 foot right-of-way); thence along said right-of-way South 89 degrees 34 minutes 06 seconds East, a distance of 460.51 feet to an iron pin set (1/2 inch rebar); thence South 01 degree 54 minutes 29 seconds West, a distance of 314.85 feet to an iron pin found (1/2 inch rebar) on the South Land Lot Line of Land Lot 69; thence along said Land Lot Line North 89 degrees 31 minutes 11 seconds West, a distance of 465.02 feet to an iron pin set (1/2 inch rebar) and the Point of Beginning.

Said tract contains 3.407 acres.

Said Shopping Center Tract and Outparcel 1 also being more particularly described as follows:

All that tract or parcel of land situated, lying and being in Land Lot 69, 7th District, Fayette County, Georgia and being more particularly described as follows:

To find the point of beginning commence at an iron pin set at the intersection of the East right-of-way line of State Route 54 (a variable-width right-of-way) and the South land lot line of Land Lot 69, said District and County; thence run along said right-of-way the following courses and distances: North 06 degrees 06 minutes 29 seconds East 1.21 feet to a concrete monument found ("CHP"); thence North 89 degrees 32 minutes 29 seconds West 8.68 feet to a CHP; thence North 06 degrees 06 minutes 29 seconds East 10 feet to a CHP; thence North 89 degrees 38 minutes 17 seconds West 10.06 feet to a CHP; thence North 06 degrees 06 minutes 32 seconds East 385.69 feet to an iron pin set (1/2 inch rebar) located on said East right-of-way, said iron pin set (1/2 inch rebar) being the True Point of Beginning. From the True Point of Beginning as thus established, continue thence along said right-of-way line the following courses and distances: North 06 degrees 06 minutes 32 seconds East 443.51 feet to a point; thence along the arc of a 2,808.79 foot radius curve to the right an arc distance of 510.28 feet (said arc being subtended by a chord lying to the East bearing North 11 degrees 18 minutes 48 seconds East and having a distance of 509.58 feet) to an iron pin set (1/2 inch rebar); thence along the arc of a 2,808.79 foot radius curve to the right an arc distance of 132.14 feet (said arc being subtended by a chord bearing North 17 degrees 51 minutes 57 seconds East and having a distance of 132.15 feet) to an iron pin set (1/2 inch rebar); thence bearing said right-of-way, run thence South 89 degrees 59 minutes 22 seconds East 302.60 feet to a 1/2 inch open top pipe found; thence South 01 degree 54 minutes 29 seconds West 224.29 feet to an iron pin set (1/2 inch rebar); thence South 89 degrees 35 minutes 49 seconds East 219.74 feet to an iron pin set (1/2 inch rebar); thence South 01 degree 54 minutes 29 seconds West 865.10 feet to an iron pin set (1/2 inch rebar); thence North 89 degrees 40 minutes 48 seconds West 219.75 feet to an iron pin set (1/2 inch rebar); thence South 01 degree 54 minutes 29 seconds West 1.24 feet to an iron pin set (1/2 inch rebar); thence North 89 degrees 34 minutes 06 seconds West 425.71 feet to a pk nail set; thence North 53 degrees 44 minutes 00 seconds West 35.07 feet to an iron pin set (1/2 inch rebar) being the



True Point of Beginning. Said property containing 14.412 acres.

Said Shopping Center Tract, Outparcel I and Outparcel III containing 17.819 acres of land, more or less, and being designated as Shopping Center Tract, Outparcel I and Outparcel III. LESS AND EXCEPT the land conveyed to Georgia Department of Transportation for right of way by deeds recorded in Book 3633, Page 473 and Book 3633, Page 477, records of Fayette County, GA.



EXHIBIT A

All that tract or parcel of land lying and being in Land Lot 69 Of the 7<sup>TH</sup> District of Fayette County, Georgia, and being more particularly described as follows:

Beginning at an iron pin found on the Southeast side of Georgia State Highway No. 54, said pin located 760.19 feet Southwest from the intersection of the Southeast side of Georgia State Highway No. 54 with center of Davis Road, as measured along the Southeast side of Georgia State Highway 54; running thence South 89 Degrees, 55 Minutes, 8 Seconds East, 94.86 feet to an iron pin found; thence South 67 Degrees, 59 Minutes, 58 Seconds East, 140.40 feet to an iron pin found; thence North 22 Degrees, 0 Minutes, 2 Seconds East, 56.50 feet to an iron pin found; thence South 89 Degrees, 55 Minutes, 8 Seconds East, 74.30 feet to an iron pin found; thence South 0 Degrees, 4 Minutes, 52 Seconds West 150 feet to an iron pin found; thence North 89 Degrees, 55 Minutes, 8 Seconds West 376.94 feet to an iron pin found on the Southeast side of Georgia State Highway No. 54, thence Northeast along the Southeast side of Georgia State Highway No. 54, 160.27 feet to an iron pin found at the point of beginning; being improved property know as 2008 Highway 54 West, Fayetteville, Georgia 30214, Fayette County Georgia, and being more particularly shown on survey for Ronnie Hamilton d/b/a Century 21 Phoenix Realty prepared by Larry C. Shimshick, Registered Land Surveyor, dated July 8, 1987, which incorporated here by reference; together with all fixtures and personal property attached to and constituting a part of said property.

Map ID #: 0719-035



EXHIBIT A

All that tract or parcel of land lying and being in Land Lot 69 Of the 7<sup>TH</sup> District of Fayette County, Georgia, and being a portion of those lands described in a plat of survey dated November 23, 1977, prepared by J. R. Wood, Registered Land Surveyor, for Chet Ping Realty and being more particularly described as follows:

Beginning at an iron pin located on the Eastern right-of-way of State Route 54, 598.5 feet as measured -Southwesterly along the Eastern right-of-way of State Route 54 from a point located at the intersection of the Eastern right-of-way of State Route 54 with the center line of Davis Road: running thence South 89 Degrees, 55 Minutes, 8 Seconds East 260.14 feet to an iron pin: running thence South 0 Degrees, 4 Minutes, 52 Seconds West 150 feet to an in iron pin; running thence North 89 Degrees, 55 Minutes, 8 Seconds West 320.50 feet to an iron pin on the Eastern right-of-way of State Highway 54; running thence North 22 Degrees, 0 Minutes, 2 Seconds East along the Eastern right-of-way of State Route 54, 161.69 feet, more or less, to the point of beginning; the said tract of land being 1 acre, according to said survey of J. R. Wood, registered Land Surveyor.

Property Known as: 2006 HWY 54 W  
Map ID #: 0719-036



**Exhibit A**

All that tract or parcel of land lying and being in Land Lot 69 of the 7<sup>th</sup> District of Fayette County, Georgia, and more particularly described as follows:

Begin at a point in the easterly right-of-way of State Route 54 designated by an iron pipe stake, which point lies a distance of 760.18 feet in a southerly direction along the easterly right-of-way of State Route 54 from the intersection of the easterly right-of-way of State Route 54 with the center line of Davis Road; thence, South 89 Degrees 55 Minutes 8 Seconds East a distance of 94.86 feet to a point and the True Point of Beginning; thence, South 89 Degrees 55 Minutes 8 Seconds East a distance of 151.34 feet to a point; thence, South 22 Degrees 00 Minutes 2 Seconds West a distance of 56.50 feet to a point; thence North 67 Degrees 59 Minutes 58 Seconds West a distance of 140.40 feet to a point and the True Point of Beginning; all as shown and depicted on a plat of survey prepared for Miles Ace Hardware by J.R. Wood Surveyors and Planners, Inc., under date of 12 July 1983; which tract, as indicated thereon, is triangular in design, and contains 0.091 acres and is designated a Tract 1-B, which plat of survey by reference thereto is incorporated herein.



**EXHIBIT "A"**

(Legal Description of 113 Peachtree Court, Fayetteville, Georgia  
a/k/a Lot 12 of Peachtree Corners Subdivision)

ALL THAT TRACT or parcel of land lying and being in Land Lot 69, 7<sup>th</sup> District, Fayette County, Georgia, and being more particularly described as follows:

BEGINNING at an iron pin found on the southerly right-of-way of Peachtree Court (a 60-foot right-of-way) 236.87 feet east of the intersection with the easterly right-of-way of Georgia Highway 54 and the TRUE POINT OF BEGINNING; thence proceeding easterly along said southerly right-of-way of Peachtree Court South 89 degrees 55 minutes 33 seconds East a distance of 145.20 feet to an iron pin found; thence leaving said southerly right-of-way of Peachtree Court and proceeding South 00 degrees 04 minutes 52 seconds West a distance of 300.00 feet to an iron pin set; thence proceeding North 89 degrees 55 minutes 08 seconds West a distance of 145.20 feet to an iron pin set; thence proceeding North 00 degrees 04 minutes 52 seconds East a distance of 300.00 feet to an iron pin found on the southerly right-of-way of Peachtree Court and the TRUE POINT OF BEGINNING, being unimproved property and containing 1.00 acres, more or less, all as shown on that Survey for Enpointe Group, L.L.C., Branch Banking and Trust Company and Lawyers Title Insurance Corporation, dated June 13, 2007, by A.S. Giometti, G.R.L.S. No. 1125, of A.S. Giometti & Associates, Inc.



Parcel ID: 071902003

071902004

Page 157 of 258

071902008

071902009

071902011

Deed Book 4506, page 273

All that tract or parcel of land lying and being in Land Lot 69 of the 7th District of Fayette County, Georgia, being Lots 3, 4, 8, 9, and 11 of Peachtree Corners Subdivision as per plat by J.R. Wood dated August 1, 1986, recorded in Plat Book 18, Page 80, Fayette County Records, said plat being expressly incorporated herein and made a part of this description.



Parcel ID: 071902006

Deed Book: 4519, Page 158 of 258 page 113

ALL THAT TRACT or parcel of land lying and being in Land Lot 69 of the 7th District of Fayette County, Georgia, being Lot 6 of Peachtree Corners Subdivision, as shown on that certain plat of said subdivision recorded in Plat Book 18, Page 80, Fayette County, Georgia records, said plat being incorporated herein and made a part hereof by reference.



Exhibit "A" BOOK 977 PAGE 321

All that tract or parcel of land lying and being in Land Lot 69 of the 7th District of Fayette County, Georgia and being more particularly described as follows:

Begin at a 5/8 inch rebar set on the common Land Lot Line of Land Lots 69 and 70, said District and County, said rebar being located 1,689.95 feet westerly as measured along the common Land Lot Line of Land Lots 69 and 70, said District and County, from the northeast corner of Land Lot 69 and the southeast corner of Land Lot 70, thence proceeding South 00 degrees 21 minutes 15 seconds West a distance of 414.31 feet to a 5/8 inch rebar set at the northeast corner of property now or formerly owned by FBN Developers, thence proceeding westerly along the northern boundary line of the FBN Developers property North 89 degrees 42 minutes 27 seconds West a distance of 103.39 feet to a 5/8 inch rebar set at the intersection of the southeast corner of property now or formerly owned by PTC Properties, Inc. and the northern boundary line of the property of FBN Developers, thence proceeding northerly along the easterly boundary line of the property of PTC Properties, Inc. North 00 degrees 24 minutes 46 seconds East a distance of 414.53 feet to a 5/8 rebar set on the common land lot line of Land Lots 69 and 70 (passing a 5/8 inch rebar set at the intersection of the northeast corner of the property of PTC Properties, Inc. and the southeast corner of the property owned by William C. Hare and a 5/8 inch rebar set at the intersection of the northeast corner of the property owned by William C. Hare and the southeast corner of the property of Ronald D. Erwin, et. al.) thence proceeding easterly along the common Land Lot Line of Land Lots 69 and 70 South 89 degrees 35 minutes 13 seconds East a distance of 102.97 feet to a 5/8 inch rebar, said 5/8 inch rebar marking the point of beginning.

Said property being shown on that survey for PTC Properties, Inc. prepared by Jefferson Consultants of Peachtree City, Georgia and bearing the seal of Larry C. Shimshick, Georgia Registered Land Surveyor Number 2343, dated April 7, 1995 and being job number 850850.

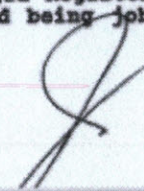




Exhibit "A"

All that tract or parcel of land lying and being in Land Lot 69 of the 7<sup>th</sup> District of Fayette County, Georgia, being Lot 5 of Peachtree Corners, as shown on Plat of Survey by Koons, Wood & Associates for Brogdon Realty Company, as recorded in Plat Book 18, Page 80, Fayette County, Georgia records and incorporated herein by reference.



**EXHIBIT A**  
**Legal Description**

**ALL THAT TRACT OR PARCEL OF LAND** lying and being in Land Lot 69 of the 7th District, Fayette County, Georgia and being more particularly described as follows:

**BEGINNING** at a 1/2" rebar found on the northerly right-of-way of Peachtree Court (60' R/W); said point being located 298.85' easterly from the intersection of the easterly right-of-way of State Route 54; thence leaving said right-of-way North 00 degrees 04 minutes 52 seconds East a distance of 175.00' to a point; thence South 89 degrees 55 minutes 08 seconds East a distance of 125.30' to a 1/2" rebar found; thence North 00 degrees 04 minutes 52 seconds East a distance of 124.36' to a 1/2" rebar found; thence South 89 degrees 55 minutes 08 seconds East a distance of 77.98' to an iron pin set; thence South 00 degrees 04 minutes 52 seconds West a distance of 299.69' to a 1/2" rebar found on the right-of-way of Peachtree Court; thence along said right-of-way North 89 degrees 49 minutes 33 seconds West a distance of 203.28' to a 1/2" rebar found and the **POINT OF BEGINNING**.

Said tract or parcel of land contains 1.04 acres according to the ALTA/ACSM Land Title Survey for 116 Peachtree Court, LLC, SunTrust Bank, Stewart Title Guaranty Company, and William E. Porter, P.C., prepared by Jackson Land Surveying, P.C., sealed and certified by Charles H. Jackson, GRLS No. 2351, dated 10/18/2015, which survey is incorporated herein by reference for a more particular description of the subject property.



### EXHIBIT "A"

All that tract or parcel of land lying and being in Land Lot 69 of the 7th Land District of Fayette County, Georgia, and being more particularly described as follows:

Beginning at a pk nail set in asphalt at the point formed by the intersection of the northern right-of-way of Peachtree Court, a 60-foot right-of-way, and the eastern right-of-way of Georgia Highway No. 54, a 112-foot right-of-way; thence running along the eastern right-of-way of Georgia Highway No. 54 North 22 degrees 25 minutes 30 seconds East a distance of 360.30 feet to a concrete right-of-way monument found; thence continuing along said right-of-way, South 67 degrees 24 minutes 30 seconds East a distance of 9.00 feet to a concrete right-of-way monument found; thence continuing along said right-of-way, North 22 degrees 25 minutes 30 seconds East a distance of 16.00 feet to a concrete right-of-way monument found; thence continuing along said right-of-way North 67 degrees 24 minutes 30 seconds West a distance of 9.00 feet to a concrete right-of-way monument found; thence continuing along said right-of-way, North 22 degrees 25 minutes 30 seconds East a distance of 132.03 feet to an iron pin set at the point formed by the intersection of the eastern right-of-way of Georgia Highway No. 54, a 112-foot right-of-way, and the southern right-of-way of Governors Square, a 60-foot right-of-way; thence running along the southern right-of-way of Governors Square South 67 degrees 24 minutes 30 seconds East a distance of 36.37 feet to a pk nail set in asphalt; thence continuing along said right-of-way North 88 degrees 27 minutes 28 seconds East a distance of 81.99 feet to a pk nail set in asphalt; thence continuing along said right-of-way following the curvature to the right an arc distance of 36.14 feet to an iron pin found, said arc having a central angle of 001 degree 17 minutes 26 seconds, a radius of 1,604.61 feet and subtending a chord bearing North 89 degrees 08 minutes 09 seconds East a distance of 36.14 feet; thence departing said right-of-way and running South 00 degree 01 minute 32 seconds West a distance of 160.96 feet to an iron pin found; thence running North 89 degrees 53 minutes 50 seconds East a distance of 83.41 feet to an iron pin found; thence running South 00 degree 16 minutes 56 seconds West a distance of 124.52 feet to an iron pin found; thence running North 89 degrees 43 minutes 59 seconds West a distance of 125.30 feet to an iron pin set; thence running South 00 degree 16 minutes 01 second West a distance of 175.45 feet to an iron pin set on the northern right-of-way of Peachtree Court, a 60-foot right-of-way; thence running along the northern right-of-way of Peachtree Court, North 89 degrees 43 minutes 59 seconds West a distance of 302.24 feet to a pk nail set in asphalt and the Point of Beginning.

The subject tract or parcel of land contains approximately 118,064 square feet or 2.7104 acres and is fully depicted on a plat of survey entitled "Governors Walk Shopping Center" prepared by ALTA Surveying, Inc., and certified by Michael F. Lawler, Registered Land Surveyor No. 1946, dated August 26, 1998. Such plat of survey is, by this reference, incorporated herein and made a part hereof.



**EXHIBIT "A"**

Legal Description  
Governors Square  
Building 2

All that tract or parcel of land lying and being in Land Lot 69 of the 7th District of Fayette County, Georgia and being more particularly described as follows:

To arrive at the POINT OF BEGINNING, COMMENCE at the intersection of the Southeasterly right-of-way of State Route 54 (right-of-way varies) and the South right-of-way of Governors Square (60' right-of-way); THENCE in a Easterly direction along the South right-of-way of Governors Square a distance of 153.04 feet to a 5/8" rebar; Thence leaving the right-of-way of Governors Square South 07 degrees 03 minutes 53 seconds East a distance of 88.72 feet to the POINT OF BEGINNING; THENCE South 89 degrees 25 minutes 35 seconds East a distance of 162.47 feet to a point; THENCE South 00 degrees 34 minutes 25 seconds West a distance of 58.50 feet to a point; THENCE North 89 degrees 25 minutes 35 seconds West a distance of 162.47 feet to a point; THENCE North 00 degrees 34 minutes 25 seconds East a distance of 58.50 feet to the POINT OF BEGINNING, and containing 9,504 square feet or 0.218 acre(s) of land, more or less.



Exhibit "A"

All that tract or parcel of land lying and being in Land Lot 69, of the 7<sup>th</sup> District of Fayette County, Georgia and being more particularly described as follows:

To arrive at the Point of Beginning, commence at the intersection of the southwest right of way of Governor's Square (60' R/W) with the southeasterly side of State Route 54, said point of intersection being 60 feet southeast of the existing centerline of State Route 54; thence in a southeasterly and easterly direction along the southerly right of way of Governor's Square for a distance of 153.04 feet to the northwest corner of Tract 3 of Governor's Square Condominium; thence S 65° 31' 55" E for a distance of 233.37 feet to the Point of Beginning; thence S 89° 51' 59" E for a distance of 113.01 feet to a point; thence S 00° 08' 01" W for a distance of 53.50 feet to a point; thence N 89° 51' 59" W for a distance of 113.01 feet to a point; thence N 00° 08' 01" E for a distance of 53.50 feet to the Point of Beginning.,

Said tract or parcel of land containing 0.139 acres of land and being the same as shown on a plat by Koons, Wood, Moore, and Shimshick for Seals Communication Corporation dated October 17, 1989.

Said plat of survey is, by this reference, incorporated in and made a part hereof.



**EXHIBIT "A"**

**ALL THAT TRACT OR PARCEL OF LAND LYING AND BEING IN LAND LOT 69, 7TH DISTRICT, FAYETTE COUNTY, GEORGIA, BEING TRACT 2 OF GOVERNOR'S SQUARE CONDOMINIUM, AND BEING SHOWN AS BUILDING 9 ON PLAT OF SURVEY PREPARED FOR RAVIN HOMES BY W.D. GRAY AND ASSOCIATES, INC., DATED 1/26/01, REVISED ON 1/30/01 AND BEING FURTHER DESCRIBED AS FOLLOWS:**

**THE POINT OF BEGINNING IS MARKED BY A POINT LOCATED ON THE NORTHERLY RIGHT OF WAY OF GOVERNORS SQUARE (60 FOOT RIGHT OF WAY); SAID POINT BEING 783.03 FEET EASTERLY FROM THE INTERSECTION OF THE RIGHT OF WAY OF STATE ROUTE 54 AND THE NORTHERLY RIGHT OF WAY OF GOVERNOR'S SQUARE; FROM SAID POINT OF BEGINNING LEAVING THE RIGHT OF WAY OF GOVENORS SQUARE RUN NORTH 00 DEGREES 00 MINUTES 00 SECONDS EAST 150.97 FEET TO A POINT; THENCE RUNNING SOUTH 89 DEGREES 39 MINUTES 37 SECONDS EAST 261.93 FEET TO A POINT; THENCE RUNNING SOUTH 00 DEGREES 04 MINUTES 52 SECONDS WEST 147.34 FEET TO POINT; THENCE RUNNING ALONG THE NORTHERLY RIGHT OF WAY OF GOVENOR'S SQUARE SOUTH 89 DEGREES 32 MINUTES 39 SECONDS WEST 261.73 FEET TO THE POINT OF BEGINNING.**



**ALL THAT TRACT OR PARCEL OF LAND LYING AND BEING IN LAND LOT 69 OF THE 7TH DISTRICT OF FAYETTE COUNTY, GEORGIA AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:**

**BEGINNING AT AN IRON PIN ON THE NORTHERLY RIGHT OF WAY LINE OF SAID LAND LOT 69, AT ITS POINT OF INTERSECTION WITH THE EASTERLY RIGHT OF WAY LINE OF STATE HIGHWAY 54; FROM SAID POINT OF BEGINNING, RUNNING THENCE SOUTH 89 DEGREES EAST ALONG THE NORTH LAND LOT LINE OF SAID LAND LOT 69 A DISTANCE OF 120 FEET TO AN IRON PIN; RUNNING THENCE SOUTH 1 DEGREE WEST A DISTANCE OF 120 FEET TO AN IRON PIN; RUNNING THENCE NORTH 89 DEGREES WEST A DISTANCE OF 412.3 FEET TO THE EASTERLY RIGHT OF WAY LINE OF STATE HIGHWAY NO. 54; RUNNING THENCE NORTH 21 DEGREES 21 MINUTES 30 SECONDS EAST A DISTANCE OF 128 FEET TO THE POINT OF BEGINNING; CONTAINING 1.074 ACRES OF LAND, ACCORDING TO THE PLAT OF SURVEY BY LUM C. HALL, SURVEYOR, ENTITLED "PROPERTY OF ABON BROWN", DATED 26 APRIL 1972.**



ALL THAT TRACT OR PARCEL OF LAND lying and being in Land Lot 69 of the 7th District, Fayette, County, Georgia, and being more particularly described as follows as per survey dated January 25, 1989, revised August 5, 1992, prepared by Larry C. Shimshick, RLS No. 2343, for PTC Properties, Inc. and Metro Bank:

To find the TRUE POINT OF BEGINNING, commence at the intersection of the common boundary line of Land Lots 69 and 70 with the easterly right-of-way of Georgia Highway 54; run thence in a southwesterly direction along the right-of-way of Georgia Highway 54 a distance of 256.84 feet to the TRUE POINT OF BEGINNING; from said TRUE POINT OF BEGINNING, run thence south 88 degrees 42 minutes 38 seconds east a distance of 439.86 feet to a point marked by an iron pin found; run thence south 02 degrees 07 minutes 24 seconds east a distance of 175.66 feet to a point marked by an iron pin found; run thence north 89 degrees 42 minutes 27 seconds west a distance of 521.22 feet to a point along the easterly right-of-way of Georgia Highway 54 marked by an iron pin; run thence along said right-of-way north 22 degrees 17 minutes 59 seconds east a distance of 197.55 feet to a point marked by an iron pin, which point is the TRUE POINT OF BEGINNING.



ALL THAT TRACT or parcel of land lying and being in Land Lot #69, of the 7th District of Fayette County, Georgia, with all improvements thereon more particularly described as follows:

BEGINNING AT A POINT in the Easterly right-of-way of Route #54 which is 128 feet a Westerly directions from the junction Land Lot #69 and #70; thence South 89 degrees 00 Minutes East a distance of 412.30 feet to an iron pin found; thence south 1 degree, 00 minutes West a distance of 120.00 feet to a point; thence North 89 Degrees, 00 Minutes West a distance of 459.21 feet to a point in the Easterly right-of-way of State Route 54; thence North 22 Degrees, 21 Minutes East a distance of 128.84 feet along the Easterly right-of-way of State Route #54 back to the point of BEGINNING; said tract containing some 1.20 acres as per survey by J. R. Wood, Surveyors and Planners, Inc., dated 14 June 1979, which plat by reference thereto is incorporated herein.

Less and except that portion of said tract consisting of .053 acres consisting of a right-of-way conveyed to the State Department of Transportation on 1 September 1988, which conveyance is properly recorded in Deed Book 518 at Page 73 in the Office of the clerk of Superior Court of Fayette County, Georgia.



All that lot, tract or parcel of land situate, lying and being in Land Lot 69 of the 7th Land District Fayette County, Georgia containing 2.264 acres and being described with reference to a plat of survey prepared by Kenneth E. Prenley & Associates dated August 5, 1994 Entitled "Final Plat of Property Survey for Sun State Properties, Inc., Joe A. Harper & Duane P. Tallman" and being tract "A" of said plat and with further reference to plat property may be more particularly described as follows:

To find the point of beginning commence at the intersection of the northwest right-of-way of Georgia State Route No. 54 with the east line of land lot 92 and running thence in a northeasterly direction along said northwest right-of-way of Georgia State Route No. 54 a distance of 1907.3 feet to an iron pin and the point of beginning; from the point of beginning thus determined, thence north 86 degrees 12 minutes 45 seconds west a distance of 629.35 feet to an iron pin; thence north 00 degrees 58 minutes 40 seconds east a distance of 150.06 feet to an iron pin; thence south 86 degrees 12 minutes 45 seconds east a distance of 668.69 feet to a concrete marker located on the northwest right-of-way of Georgia State Route No. 54; thence south 89 degrees 42 minutes 54 seconds east a distance of 20.06 feet to a concrete marker; thence south 22 degrees 41 minutes 45 seconds west a distance of 42.61 feet to a concrete marker; thence north 67 degrees 18 minutes 15 seconds west a distance of 9.0 feet to a concrete marker; thence south 22 degrees 41 minutes 45 seconds west a distance of 16.00 feet to a concrete marker; thence south 67 degrees 18 minutes 15 seconds east a distance of 9.00 feet to a concrete marker located on the northwest right-of-way of said Georgia State Route No. 54; thence south 22 degrees 49 minutes 41 seconds west a distance of 101.19 feet to the point of beginning.

Also conveyed is a perpetual; nonexclusive easement for purposes of ingress and egress over, through and across the following property:

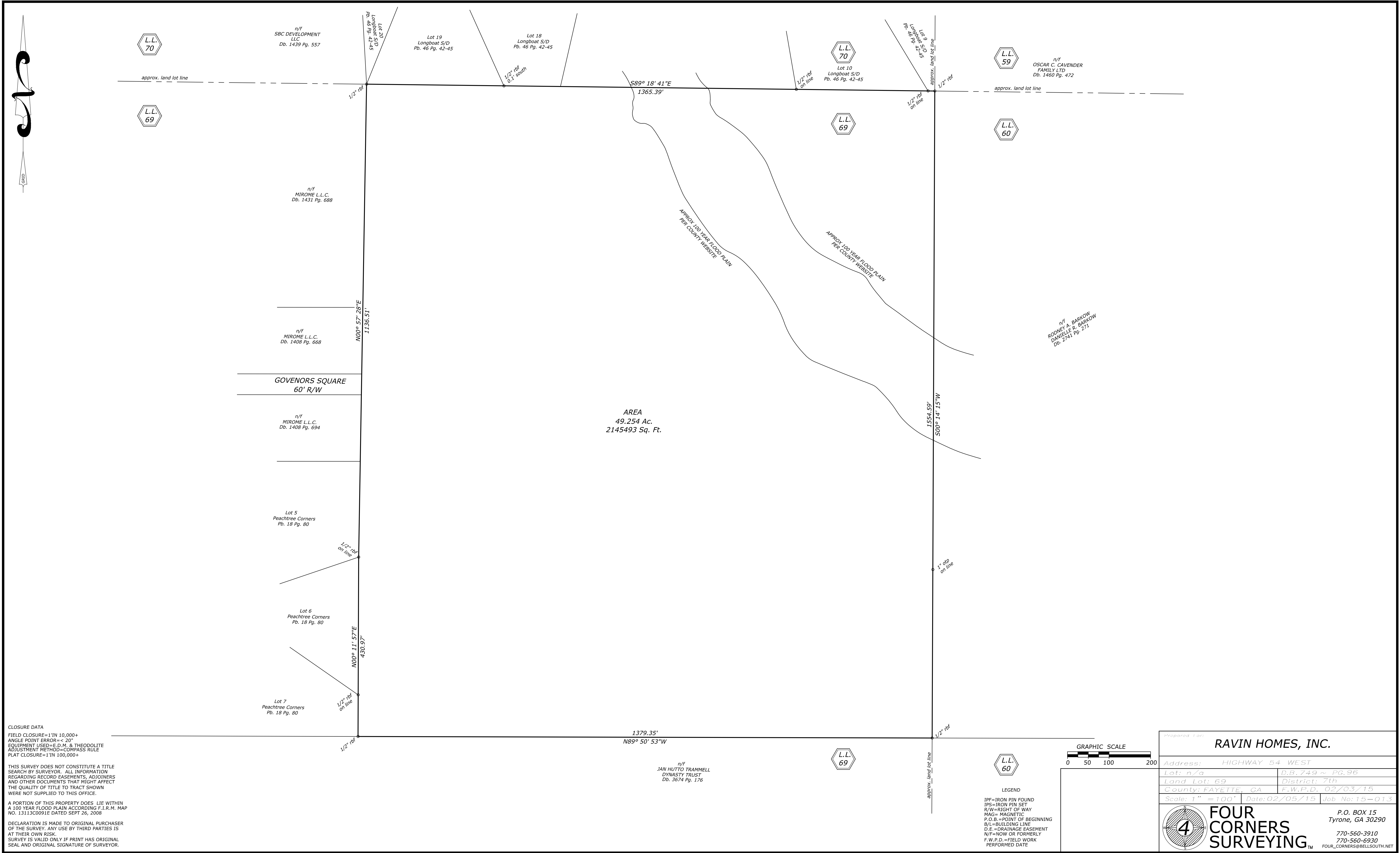
All that tract or parcel of land lying and being in Land Lot 69 of the 7th District of Fayette County, Georgia, being 24 feet in width, the centerline of which is shown and designated as "C/L of 24' ingress/egress easement" on plat of survey recorded in Plat Book 25, Page 60, Fayette County, Georgia records, said plat being incorporated herein by reference.



**EXHIBIT A (LEGAL DESCRIPTION)**

ALL THAT TRACT OR PARCEL OF LAND LYING AND BEING IN LAND LTO 69 OF THE 7TH DISTRICT OF FAYETTE COUNTY, GEORGIA AND BEING FURTHER DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE NORTHWEST SIDE OF GEORGIA STATE HIGHWAY 54 A DISTANCE OF 1484.30 FEET NORTHEAST FROM THE INTERSECTION OF THE NORTHWEST SIDE OF GEORGIA STATE HIGHWAY 54 AND THE EAST LAND LOT LINE OF LAND LOT 92 AS MEASURED ALONG THE NORTHWEST SIDE OF GEORGIA STATE HIGHWAY 54; THENCE RUNNING SOUTH 89 DEGREES 55 MINUTES WEST A DISTANCE OF 261.50 FEET TO A POINT; THENCE RUNNING NORTH 0 DEGREES 05 MINUTES WEST A DISTANCE OF 150.00 FEET TO A POINT; THENCE RUNNING NORTH 89 DEGREES 55 MINUTES EAST A DISTANCE OF 319.20 FEET TO A POINT ON THE NORTHWEST SIDE OF GEORGIA STATE HIGHWAY 54; THENCE RUNNING SOUTH 21 DEGREES 59 MINUTES WEST ALONG THE NORTHWEST SIDE OF GEORGIA STATE HIGHWAY 54 A DISTANCE OF 160.80 FEET TO A POINT AND THE POINT OF BEGINNING, ALL AS SHOWN ON THAT CERTAIN PLAT OF SURVEY BY LEE ENGINEERING CO., C.E. LEE, REGISTERED LAND SURVEYOR, NO. 1093, FOR TRI-CITY REALTY & MORTGAGE, INC., DATED FEBRUARY 27, 1978, AND RECORDED IN PLAT BOOK 10, PAGE 129, FAYETTE COUNTY RECORDS.





[illegible]

# PETITION REQUESTING ANNEXATION INTO PEACHTREE CITY

Submitted March 23, 2018

To the City Council of Peachtree City, Georgia.

1. We, the undersigned, representing not less than 60 percent of the land area, by acreage, included in the territory described in this application, on which there are no electors resident in the area, do respectfully request that the City Council of Peachtree City, Georgia, annex the territory described below to the City of Peachtree City, Georgia, said City having a population of more than 200 persons and extend the city boundaries to include the same.
2. The territory to be annexed is unincorporated and contiguous (as described in O.C.G.A 36-36-31) to the existing corporate limits of Peachtree City, Georgia, and the description of such territory is as follows:

*Property adjacent to Highway 54 (East Side) Publix Supermarkets through 1968 HWY 54 West as well as a 50 acre tract (owned by Ravin Homes) immediately behind Governors Square*

## LAND OWNERS ONLY

Name	Address	Parcel IDs owned	Signature/Date
1. Real Sub LLC	130 Peachtree East Publix Supermarket	0719 058	
2. Pamela Rossetti	50 Ac. HWY 54W Ravin Homes	0719 009	<u>Pamela Rossetti / 3-12-18</u>
3. Hutchings/Miles	2006 HWY 54W True Value	0719 036	
4. Hutchings/Miles	2008 HWY 54W Campaniles	0719 035	
5. Michael Fincher	1992 HWY 54W Governors Walk	0719 042	
6. Pamela Rossetti	1968 HWY 54W Ravin PSP	0719 046	<u>Pamela Rossetti / 3-12-18</u>
7. Jerome Rossetti	100 Governors Trace MI Rome	0719 070	<u>J 3/13/18</u>
8. 116 Peachtree Ct LLC	116 Peachtree Court Shipman Esq	71901001	
9. Pamela Rossetti	122 Peachtree Court Ravin PSP	071902001	<u>Pamela Rossetti / 3-12-18</u>
10. DeGolian	Lot 3/128 Peachtree Court DeGolian Comm	071902003	<u>DeGolian 3/14/2018</u>
11. DeGolian	Lot 4/134 Peachtree Court DeGolian Comm	071902004	<u>DeGolian 3/14/2018</u>
12. Lamar Seals	138 Peachtree Court ELS Rental	071902005	
13. Pamela Rossetti	Lot 6 Peachtree Court Ravin Homes	071902006	<u>Pamela Rossetti / 3-12-18</u>
14. Jerry Ketterer	Lot 7 Peachtree Court Ketterer	071902007	<u>Jerry Ketterer</u>

# PETITION REQUESTING ANNEXATION INTO PEACHTREE CITY

## LAND OWNERS ONLY

NAME	ADDRESS	PARCEL IDs Owned	Signature/Date
15. DeGollan Lot 8/135 Peachtree Court	DeGollan Comm	071902008	<i>DeGollan</i> 3/14/2018
16. DeGollan Lot 9/ Peachtree Court	DeGollan Comm	071902009	<i>DeGollan</i> 3/14/2018
17. Steve Kiser Lot 7 Peachtree Court	Peachtree Ent.	071902010	
18. DeGollan Lot 11/119 Peachtree Ct	DeGollan Comm	071902011	<i>DeGollan</i> 3/14/2018
19. Kathleen Senger 113 Peachtree Ct.	Enpointe Group	071902012	
20. Jerome Rossetti Tract 3 Governors Square (125,135,145 GS)	MiRome	071903003	<i>[Signature]</i> 3/12/18
21. Jerome Rossetti 105 Governors Square	MiRome	071903007	<i>[Signature]</i> 3/13/18
22. Jerome Rossetti Tract 1 Governors Square (106,118,130 GS North)	MiRome	071903001	<i>[Signature]</i> 3/13/18
23. Jerome Rossetti 150 Governors Square	MiRome	071903002	<i>[Signature]</i> 3/13/18
24. Lamar Seals 117 Governors Square	Lamar Seals	071903006	
25. Doug Burcher 112 Governors Square	Doug Burcher	071903004	



RAVIN  
HOMES

July 20, 2018

I, Pamela Rossetti, am the president of Ravin Homes, Inc and Ravin Homes Profit Sharing Plan, which owns tax parcels 071902006, 0719 009, 071902002 and 0719 046. I have signed the petition as the signing authority for Ravin Homes, Inc. and Ravin Homes Profit Sharing Plan.

Thank you  
Pamela Rossetti  
President

*Pamela Rossetti*

|| HOME, DEFINED BY YOU ||

|| RAVIN HOMES, INC. ||

P.O. box 2394

Peachtree City, Georgia 30269

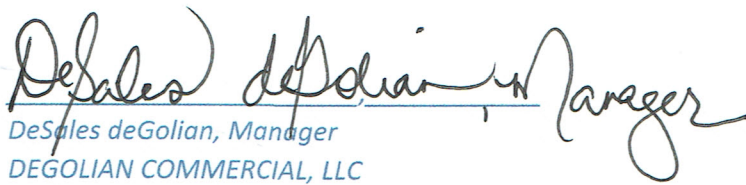
|| Office: 770.487.9608 ||

Fax: 770.487.1029

|| www.ravinhomes.com ||

DEGOLIAN COMMERCIAL, LLC  
P.O. BOX 2712  
PEACHTREE CITY, GA 30269

*I, DeSales deGolian, am the Managing Member of DEGOLIAN COMMERCIAL, LLC, which owns tax parcels 071902011, 071902009, 071902008, 071902004, and 071902003. I have signed the petition as the signing authority for DEGOLIAN COMMERCIAL, LLC*

  
DeSales deGolian, Manager  
DEGOLIAN COMMERCIAL, LLC

07/24/2018



MIROME, LLC  
P.O. BOX 2712  
PEACHTREE CITY, GA 30269

*I, Jerome Rossetti, am the Managing Member of MIROME, LLC which owns tax parcels 071903007, 071903003, 071903002, 0719 070, and 071903001. I have signed the petition as the signing authority for MIROME, LLC.*

  
\_\_\_\_\_, 7/24/18  
Jerome Rossetti, Manager  
MIROME, LLC



July 19, 2018

Dannille McGouirk  
Brent Holdings, LLC  
270 North Jeff Davis Drive  
Fayetteville, GA 30214

RE: Water Availability for Governor's Square, Fayetteville, Fayette County

Dear Ms. McGouirk,

The Concept Project for parcel #0719009 located in Fayetteville, Fayette County, Georgia is currently served by Fayette County Water System. The site has access to an 8" main which is located in the right of way on Governor's Square. Please contact me if you have any questions.

Sincerely,

A handwritten signature in cursive script that reads "Matt Bergen".

Matt Bergen  
Utility Services Manager  
Fayette County Water System  
770-320-6020



July 19, 2018

Dannille McGouirk  
Brent Holdings, LLC  
270 North Jeff Davis Dr.  
Fayetteville, GA 30214

**RE: Sanitary Sewer Capacity and Availability – Parcel 0719009**

Dear Ms. McGouirk,

Presently there is capacity in the Authority's Wastewater System for the proposed project. A thorough survey of the system and the potential impact that the project will have on the existing sanitary sewer infrastructure will need to be done prior to a final approval. This project is dependent on the construction of sanitary sewer lines to serve the property.

If you have any question, please feel free to call.

Sincerely,

*Nathan B. Brooks*

Nathan B. Brooks, CPII  
Construction Coordinator  
Peachtree City Water and Sewerage Authority

Brent Holdings, LLC & Ravin Homes, INC.  
Proposed Annexation  
Governor's Square

Ravin Homes Inc. and Brent Holdings, LLC would like to request the annexation and zoning of thirty (30) tracts consisting of nearly 100 acres primarily on the south frontage of Hwy 54 East from Steinmart to Autera. Twenty-nine (29) of the tracts are currently used and zoned as highway commercial and community commercial by Fayette County. The final tract is a 50-acre tract that is vacant and is currently zoned R20 by Fayette County. We propose to annex these tracts using the 60% method.

We propose that the twenty-nine (29) commercial lots remain commercial under the City's General Commercial (GC) or similar zoning. Much of this 50 acres is currently developed. If annexed, when redevelopment occurs it will be in accordance with the ordinances and codes of the City of Peachtree City. Typically, following an annexation, years pass before development is completed to increase the tax digest. In this proposal, because much of the development is existing, the assessed value, based on 2017 tax records, will immediately increase by nearly \$11,000,000.

The remaining 50 acres is a vacant tract owned by Ravin Homes, Inc. If annexed, it is our intention to develop this property in accordance with R43 zoning for single-family one acre lot subdivision to be named Towson Place. Though this parcel is currently undeveloped, it will generate funds from fees and permits during development and construction. Annexation of this tract as residential property allows annexation of the Hwy 54 East commercial corridor.



## Compliance Statement

7-18-2018

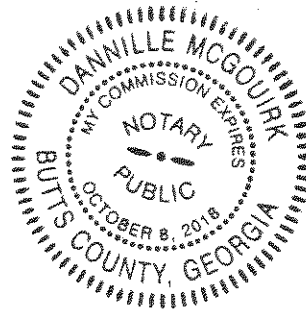
I, Pamela Rossetti, manager of Ravin Homes, am familiar with City Zoning and the Land Development Ordinance. The property to be developed will be in compliance with said ordinances. Property to be re-developed will be re-developed in accordance with PTC code at a point when they are re-developed.

Warm regards,

*Pamela Rossetti*

Pam Rossetti

*Pamela Rossetti*



*Danni McGuirk*

10-8-18

## Step Two: Annexation request form

The following information is required in order to prepare a detailed analysis of the proposed annexation, a schematic master plan of the proposed development, and a more informed recommendation that will ultimately be considered by other governmental agencies, the Planning Commission and City Council.

A formal request is hereby being made to annex the following described property into the city limits of Peachtree City:

This request for annexation is being made for the following reasons:

I certify that I am the owner, or duly authorized agent of the owner, of the property described above, and that I have submitted all information and documents required to properly evaluate this request:

Owner (print): Ravin Homes, Inc. Date: 7-18-2018

Owner (signature): *Patricia R. Rasmussen*

Agent (print): Brent Holdings, LLC Date: 7-18-2018

Agent (signature): *BL*

.....

### To be completed by the City of Peachtree City:

This request, along with the required supplemental information and documents, has been properly submitted, and is hereby accepted for consideration by the Planning Commission and the City Council.

Date of acceptance: \_\_\_\_\_

Request number: \_\_\_\_\_

City Planner: \_\_\_\_\_ Date: \_\_\_\_\_

City Clerk: \_\_\_\_\_ Date: \_\_\_\_\_

Public Hearing – Planning Commission: \_\_\_\_\_ Date: \_\_\_\_\_

Public Hearing – City Council: \_\_\_\_\_ Date: \_\_\_\_\_

### Step Two: Annexation request form

The following information is required in order to prepare a detailed analysis of the proposed annexation, a schematic master plan of the proposed development, and a more informed recommendation that will ultimately be considered by other governmental agencies, the Planning Commission and City Council.

A formal request is hereby being made to annex the following described property into the city limits of Peachtree City.

This request for annexation is being made for the following reasons:

I certify that I am the owner, or duly authorized agent of the owner, of the property described above, and that I have submitted all information and documents required to properly evaluate this request.

Owner (print): Bavin Homes, Inc Date: 7-18-2018

Owner (signature): [Signature]

Agent (print): Brent Holdings, LLC Date: 7-18-2018

Agent (signature): [Signature]

\*\*\*\*\*  
To be completed by the City of Peachtree City:

This request, along with the required supplemental information and documents, has been properly submitted, and is hereby accepted for consideration by the Planning Commission and the City Council.

Date of acceptance: \_\_\_\_\_

Request number: \_\_\_\_\_

City Planner: \_\_\_\_\_

Date: \_\_\_\_\_

City Clerk: \_\_\_\_\_

Date: \_\_\_\_\_

Public Hearing – Planning Commission: \_\_\_\_\_

Date: \_\_\_\_\_


Public Hearing – City Council: \_\_\_\_\_

Date: \_\_\_\_\_

**When Recorded Return To:**  
 Heather Townsend  
 National Commercial Services  
 First American Title Insurance Company  
 Six Concourse Parkway, Ste. 2000  
 Atlanta, GA 30328  
 File No: 170102

Meredith E. Level, Esq.  
 Publix Super Markets, Inc.  
 PO Box 407  
 Lakeland, Florida 33802-0407

0719 058  
 Property Appraiser's Parcel  
 Identification Number

  
 Doc ID: 009904930008 Type: WD  
 Recorded: 06/02/2016 at 09:40:00 AM  
 Fee Amt: \$24,374.00 Page 1 of 8  
 Transfer Tax: \$24,350.00  
 Fayette, Ga. Clerk Superior Court  
 Sheila Studdard Clerk of Court  
 BK **4460** PG **628-635**

STATE OF NEW YORK  
 COUNTY OF WESTCHESTER  
 770102

### LIMITED WARRANTY DEED

**Alaqua Investors LLC**, a New York limited liability company ("**Grantor**"), whose mailing address is 245 Saw Mill River Road, Second Floor, Hawthorne, New York 10532, in consideration of ten dollars (\$10.00) and other valuable considerations received from **REAL SUB, LLC**, a Florida limited liability company ("**Grantee**"), whose mailing address is c/o Publix Supermarkets, Inc., P.O. Box 407, Lakeland, Florida 33802-0407, hereby grants and conveys to Grantee the real property in Fayette County, Georgia, described on the attached **Exhibit A**, along with any rights, privileges, hereditaments, appurtenances, and easements related to such real property.

This conveyance is subject to real estate taxes for 2016 and subsequent years, and the matters described on **Exhibit B** (without the intent of re-imposing same).

Grantor hereby covenants and warrants that the property is free of all encumbrances except as otherwise expressly provided herein, that lawful seisin of and good right to convey the property are vested in Grantor, and that Grantor hereby fully warrants the title to the property and will defend the same against the lawful claims of all persons claiming by, through or under Grantor.

DATED this 23<sup>rd</sup> day of May, 2016.


[SIGNATURE PAGE FOLLOWS]

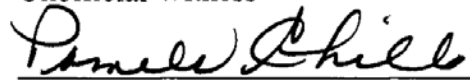


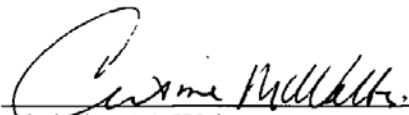
Signed, sealed, and delivered  
in the presence of:

**GRANTOR:**

**Alaqua Investors LLC**

  
\_\_\_\_\_  
Unofficial Witness

  
\_\_\_\_\_  
Notary Public

By:  (SEAL)  
Christine McWalters,  
Authorized Party

(NOTARY SEAL)

**PAMELA CHILLO**  
Notary Public, State of New York  
No. 01CH6105596  
Qualified in Rockland County  
Commission Expires 02/09/2020

EXHIBIT A TO LIMITED WARRANTY DEED

## Property Description

Shopping Center Tract:

All that tract or parcel of land lying and being in Land Lot 69, 7th Land District, Fayette County, Georgia, and being more particularly described as follows:

Beginning at an iron pin set (1/2 inch rebar) at the intersection of the South Land Lot Line of Land Lot 69 with the East right-of-way of State Route 54 (right-of-way varies); thence northerly along the East right-of-way of State Route 54 a distance of 415.64 feet to an iron pin set (1/2 rebar) on the North right-of-way of Broken Bow Drive (60 foot right-of-way), being the True Point of Beginning; thence continuing along the East right-of-way of State Route 54 North 06 degrees 06 minutes 32 seconds East, a distance of 443.51 feet to a point; thence 510.28 feet along a curve, said curve having a chord of North 11 degrees 18 minutes 48 seconds East 509.58 feet and a radius of 2808.79 feet to an iron pin set (1/2 rebar); thence leaving said right-of-way South 75 degrees 27 minutes 43 seconds East, a distance of 171.01 feet to an iron pin set (1/2 rebar); thence South 89 degrees 43 minutes 54 seconds East, a distance of 171.96 feet to a pk nail set; thence South 01 degree 54 minutes 29 seconds West, a distance of 54.75 feet to an iron pin set (1/2 rebar); thence South 89 degrees 35 minutes 49 seconds East, a distance of 219.74 feet to an iron pin found (1/2 inch rebar); thence South 01 degree 54 minutes 29 seconds West, a distance of 865.10 feet to an iron pin set (1/2 rebar); thence North 89 degrees 40 minutes 48 seconds West, a distance of 219.75 feet to an iron pin set (1/2 rebar); thence South 01 degree 54 minutes 29 seconds West, a distance of 1.24 feet to an iron pin set (1/2 rebar) on the North right-of-way of Broken Bow Drive; thence along said right-of-way, North 89 degrees 34 minutes 06 seconds West, a distance of 425.71 feet to a pk nail set; thence North 53 degrees 44 minutes 00 seconds West, a distance of 35.07 feet to an iron pin set (1/2 rebar) and the True Point of Beginning.

Said tract contains 13.231 acres.

Out Parcel 1:

All that tract or parcel of land lying and being in Land Lot 69, 7th Land District, Fayette County, Georgia, and being more particularly described as follows:

Beginning at an iron pin set (1/2 inch rebar) at the intersection of the South Land Lot Line of Land Lot 69 with the East right-of-way of State Route 54 (right-of-way varies); thence northerly along the East right-of-way of State Route 54 a distance of 1,369.44 feet to an iron pin set (1/2 rebar) being the True Point of Beginning; thence continuing along said right-of-way 132.15 feet along a curve, said curve having a chord of North 17 degrees 51 minutes 57 seconds East 132.14 feet and a radius of 2808.79 feet to an iron pin set (1/2 rebar); thence leaving said right-of-way South 89 degrees 59 minutes 22 seconds East, a distance of 302.60 feet to an iron pin found (1/2 inch open top pipe); thence South 01 degree 54 minutes 29 seconds West, a distance of 169.54 feet to an PK nail set; thence North 89 degrees 43 minutes 54 seconds West, a distance of 171.96 feet to an iron pin set (1/2 rebar); thence North 75 degrees 27 minutes 43 seconds West, a distance of 171.01 feet to an iron pin set (1/2 rebar) and the True Point of Beginning.

Said tract contains 1.181 acres.

Out Parcel III:

All that tract or parcel of land lying and being in Land Lot 69, 7th Land District, Fayette County, Georgia, and being more particularly described as follows:

Beginning at an iron pin set (1/2 inch rebar) at the intersection of the South Land Lot Line of Land Lot 69 with the East right-of-way of State Route 54 (right-of-way varies); thence along said right-of-way North 06 degrees 06 minutes 29 seconds East, a distance of 1.21 feet to a concrete monument found; thence North 89 degrees 32 minutes 29 seconds West, a distance of 8.68 feet to a concrete monument found; thence North 06 degrees 06 minutes 29 seconds East, a distance of 10.00 feet to a concrete monument found; thence North 89 degrees 58 minutes 17 seconds West, a distance of 10.06 feet to a concrete monument found; thence North 06 degrees 06 minutes 32 seconds East, a distance of 304.76 feet to an iron pin set (1/2 inch rebar) on the southern right-of-way of Broken Bow Drive (60 foot right-of-way); thence along said right-of-way South 89 degrees 34 minutes 06 seconds East, a distance of 460.61 feet to an iron pin set (1/2 inch rebar); thence South 01 degree 54 minutes 29 seconds West, a distance of 314.85 feet to an iron pin found (1/2 inch rebar) on the South Land Lot Line of Land Lot 69; thence along said Land Lot Line North 89 degrees 31 minutes 11 seconds West, a distance of 465.02 feet to an iron pin set (1/2 inch rebar) and the Point of Beginning.

Said tract contains 3.407 acres.

Said Shopping Center Tract and Outparcel I also being more particularly described as follows:

All that tract or parcel of land situated, lying and being in Land Lot 69, 7th District, Fayette County, Georgia and being more particularly described as follows:

To find the point of beginning commence at an iron pin set at the intersection of the East right-of-way line of State Route 54 (a variable-width right-of-way) and the South land lot line of Land Lot 69, said District and County; thence run along said right-of-way the following courses and distances: North 06 degrees 06 minutes 29 seconds East 1.21 feet to a concrete monument found ("CMF"); thence North 89 degrees 32 minutes 29 seconds West 8.68 feet to a CMF; thence North 06 degrees 06 minutes 29 seconds East 10 feet to a CMF; thence North 89 degrees 58 minutes 17 seconds West 10.06 feet to a CMF; thence North 06 degrees 06 minutes 32 seconds East 385.69 feet to an iron pin set (1/2 inch rebar) located on said East right-of way, said iron pin set (1/2 inch rebar) being the True Point of Beginning. From the True Point of Beginning as thus established, continue thence along said right-of-way line the following courses and distances: North 06 degrees 06 minutes 32 seconds East 443.51 feet to a point; thence along the arc of a 2,808.79 foot radius curve to the right an arc distance of 510.28 feet (said arc being subtended by a chord lying to the East bearing North 11 degrees 18 minutes 48 seconds East and having a distance of 509.58 feet) to an iron pin set (1/2 inch rebar); thence along the arc of a 2,808.79 foot radius curve to the right an arc distance of 132.14 feet (said arc being subtended by a chord bearing North 17 degrees 51 minutes 57 seconds East and having a distance of 132.15 feet) to an iron pin set (1/2 inch rebar); thence leaving said right-of-way, run thence South 89 degrees 59 minutes 22 seconds East 302.60 feet to a 1/2 inch open top pipe found; thence South 01 degree 54 minutes 29 seconds West 224.29 feet to an iron pin set (1/2 inch rebar); thence South 89 degrees 35 minutes 49 seconds East 219.74 feet to an iron pin set (1/2 inch rebar); thence South 01 degree 54 minutes 29 seconds West 865.10 feet to an iron pin set (1/2 inch rebar); thence North 89 degrees 40 minutes 48 seconds West 219.75 feet to an iron pin set (1/2 inch rebar); thence South 01 degree 54 minutes 29 seconds West 1.24 feet to an iron pin set (1/2 inch rebar); thence North 89 degrees 34 minutes 06 seconds West 425.71 feet to a pk nail set; thence North 53 degrees 44 minutes 00 seconds West 35.07 feet to an iron pin set (1/2 inch rebar) being the

True Point of Beginning. Said property containing 14.412 acres.

Said Shopping Center Tract, Outparcel I and Outparcel III containing 17.819 acres of land, more or less, and being designated as Shopping Center Tract, Outparcel I and Outparcel III. LESS AND EXCEPT the land conveyed to Georgia Department of Transportation for right of way by deeds recorded in Book 3633, Page 473 and Book 3633, Page 477, records of Fayette County, GA.

Peachtree East Appurtenance No. 1:

Together with, the rights, privileges, easements and appurtenances created by that certain Restrictive Covenant and Easement Agreement by and between Jan A. Hutto (a/k/a Jan A. Trammell, a/k/a Jan Adams Trammell, and a/k/a Emily Joanne Trammell) and Peachtree East Associates, a Georgia general partnership, dated November 22, 1994, filed for record November 23, 1994 at 2:11 p.m., recorded in Deed Book 954, Page 48, Records of Fayette County, Georgia.

Peachtree East Appurtenance No. 2:

Together with, the rights, privileges, easements and appurtenances created by that certain Sewer Capacity Agreement by and between Georgia Utilities Company and Jan A. Hutto (a/k/a Jan A. Trammell, a/k/a Jan Adams Trammell, and a/k/a Emily Joanne Trammell), dated November 22, 1994, filed for record November 23, 1994 at 2:10 p.m., recorded in Deed Book 954, Page 27, aforesaid records.

EXHIBIT B TO LIMITED WARRANTY DEED

Permitted Title Matters



**EXHIBIT B****Permitted Exceptions**

1. Taxes and assessments for the year 2016 and subsequent years, not yet due and payable.
2. Right-of-Way Deed filed for record January 11, 1937, and recorded in Deed Book Z, Page 53 of the Official Records of Fayette County, Georgia.
3. Right-of-Way Deed filed for record January 12, 1937, and recorded in Deed Book Z, Page 60 of the Official Records of Fayette County, Georgia.
4. Easement filed for record June 23, 1938, and recorded in Deed Book Z, Page 499, of the Official Records of Fayette County, Georgia.
5. Easement filed for record March 16, 1973, and recorded in Deed Book 118, Page 340 of the Official Records of Fayette County, Georgia.
6. Construction Easement and Conveyance of Access Rights filed for record June 4, 1991, and recorded in Deed Book 656, Page 36 of the Official Records of Fayette County, Georgia.
7. Sewer Capacity Agreement filed for record November 23, 1994, and recorded in Deed Book 954, Page 27 of the Official Records of Fayette County, Georgia.
8. Sewer Easement Agreement filed for record November 23, 1994, and recorded in Deed Book 954, Page 37 of the Official Records of Fayette County, Georgia.
9. Memorandum of Lease filed for record November 23, 1994 and recorded in Deed Book 954, Page 80, as assigned pursuant to that certain Assignment of Leases dated and recorded of even date herewith in the Official Records of Fayette County, Georgia.
10. Memorandum of Lease filed for record June 7, 1995 and recorded in Deed Book 987, Page 171, as assigned pursuant to that certain Assignment of Leases dated and recorded of even date herewith in the Official Records of Fayette County, Georgia.
11. Memorandum of Lease filed for record June 28, 1999 and recorded in Deed Book 1401, Page 322, and Memorandum of Agreement filed for record June 28, 1999, and recorded in Deed Book 1401, Page 329; as assigned pursuant to that certain Assignment of Leases dated and recorded of even date herewith in the Official Records of Fayette County, Georgia.
12. Assignment of Lease filed for record September 5, 2002, and recorded in Book 1939, Page 122; as assigned pursuant to that certain Assignment of Leases dated and recorded of even date herewith in the Official Records of Fayette County, Georgia.

13. Memorandum of Lease filed for record September 5, 2008 and recorded in Deed Book 3438, Page 467; as assigned pursuant to that certain Assignment of Leases dated and recorded of even date herewith in the Official Records of Fayette County, Georgia.

14. Right-of-Way Deed filed for record April 23, 2010 and recorded in Deed Book 3633, Page 473 of the Official Records of Fayette County, Georgia.

15. Right-of-Way Deed filed for record April 23, 2010, and recorded in Deed Book 3633, Page 477 of the Official Records of Fayette County, Georgia.

16. Drainage Easement certain plat recorded in Plat Book 25, Page 157 of the Official Records of Fayette County, Georgia.

17. Restrictive Covenant and Easement Agreement filed for record November 23, 1994, and recorded in Deed Book 954, Page 48 of the Official Records of Fayette County, Georgia.


18. Rights of tenants in possession, as tenants only, pursuant to unrecorded leases.

**When Recorded Return To:**  
 Heather Townsend  
 National Commercial Services  
 First American Title Insurance Company  
 Six Concourse Parkway, Ste. 2000  
 Atlanta, GA 30328  
 File No: 170102

Meredith E. Level, Esq.  
 Publix Super Markets, Inc.  
 PO Box 407  
 Lakeland, Florida 33802-0407

0719 058  
 Property Appraiser's Parcel  
 Identification Number

STATE OF NEW YORK  
 COUNTY OF WESTCHESTER  
 770102

  
 Doc ID: 009904930008 Type: WD  
 Recorded: 06/02/2016 at 09:40:00 AM  
 Fee Amt: \$24,374.00 Page 1 of 8  
 Transfer Tax: \$24,350.00  
 Fayette, Ga. Clerk Superior Court  
 Sheila Studdard Clerk of Court  
 BK 4460 PG 628-635

### LIMITED WARRANTY DEED

**Alaqua Investors LLC**, a New York limited liability company ("**Grantor**"), whose mailing address is 245 Saw Mill River Road, Second Floor, Hawthorne, New York 10532, in consideration of ten dollars (\$10.00) and other valuable considerations received from **REAL SUB, LLC**, a Florida limited liability company ("**Grantee**"), whose mailing address is c/o Publix Supermarkets, Inc., P.O. Box 407, Lakeland, Florida 33802-0407, hereby grants and conveys to Grantee the real property in Fayette County, Georgia, described on the attached **Exhibit A**, along with any rights, privileges, hereditaments, appurtenances, and easements related to such real property.

This conveyance is subject to real estate taxes for 2016 and subsequent years, and the matters described on **Exhibit B** (without the intent of re-imposing same).

Grantor hereby covenants and warrants that the property is free of all encumbrances except as otherwise expressly provided herein, that lawful seisin of and good right to convey the property are vested in Grantor, and that Grantor hereby fully warrants the title to the property and will defend the same against the lawful claims of all persons claiming by, through or under Grantor.

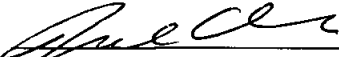
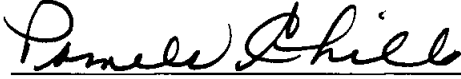
DATED this 23rd day of May, 2016.

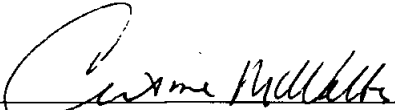
[SIGNATURE PAGE FOLLOWS]

Signed, sealed, and delivered  
in the presence of:

**GRANTOR:**

**Alaqua Investors LLC**

  
\_\_\_\_\_  
Unofficial Witness  
  
\_\_\_\_\_  
Notary Public

By:  (SEAL)  
Christine McWalters,  
Authorized Party

(NOTARY SEAL)

**PAMELA CHILLO**  
Notary Public, State of New York  
No. 01CH6105596  
Qualified in Rockland County  
Commission Expires 02/09/2020

## EXHIBIT A TO LIMITED WARRANTY DEED

### Property Description

#### Shopping Center Tract:

All that tract or parcel of land lying and being in Land Lot 69, 7th Land District, Fayette County, Georgia, and being more particularly described as follows:

Beginning at an iron pin set (½ inch rebar) at the intersection of the South Land Lot Line of Land Lot 69 with the East right-of-way of State Route 54 (right-of-way varies); thence northerly along the East right-of-way of State Route 54 a distance of 415.64 feet to an iron pin set (½ rebar) on the North right-of-way of Broken Bow Drive (60 foot right-of-way), being the True Point of Beginning; thence continuing along the East right-of-way of State Route 54 North 06 degrees 06 minutes 32 seconds East, a distance of 443.51 feet to a point; thence 510.28 feet along a curve, said curve having a chord of North 11 degrees 18 minutes 48 seconds East 509.58 feet and a radius of 2808.79 feet to an iron pin set (½ rebar); thence leaving said right-of-way South 75 degrees 27 minutes 43 seconds East, a distance of 171.01 feet to an iron pin set (½ rebar); thence South 89 degrees 43 minutes 54 seconds East, a distance of 171.96 feet to a pk nail set; thence South 01 degree 54 minutes 29 seconds West, a distance of 54.75 feet to an iron pin set (½ rebar); thence South 89 degrees 35 minutes 49 seconds East, a distance of 219.74 feet to an iron pin found (1/2 inch rebar); thence South 01 degree 54 minutes 29 seconds West, a distance of 865.10 feet to an iron pin set (½ rebar); thence North 89 degrees 40 minutes 48 seconds West, a distance of 219.75 feet to an iron pin set (½ rebar); thence South 01 degree 54 minutes 29 seconds West, a distance of 1.24 feet to an iron pin set (½ rebar) on the North right-of-way of Broken Bow Drive; thence along said right-of-way, North 89 degrees 34 minutes 06 seconds West, a distance of 425.71 feet to a pk nail set; thence North 53 degrees 44 minutes 00 seconds West, a distance of 35.07 feet to an iron pin set (½ rebar) and the True Point of Beginning.

Said tract contains 13.231 acres.

#### Out Parcel 1:

All that tract or parcel of land lying and being in Land Lot 69, 7th Land District, Fayette County, Georgia, and being more particularly described as follows:

Beginning at an iron pin set (1/2 inch rebar) at the intersection of the South Land Lot Line of Land Lot 69 with the East right-of-way of State Route 54 (right-of-way varies); thence northerly along the East right-of-way of State Route 54 a distance of 1,369.44 feet to an iron pin set (½ rebar) being the True Point of Beginning; thence continuing along said right-of-way 132.15 feet along a curve, said curve having a chord of North 17 degrees 51 minutes 57 seconds East 132.14 feet and a radius of 2808.79 feet to an iron pin set (½ rebar); thence leaving said right-of-way South 89 degrees 59 minutes 22 seconds East, a distance of 302.60 feet to an iron pin found (1/2 inch open top pipe); thence South 01 degree 54 minutes 29 seconds West, a distance of 169.54 feet to an PK nail set; thence North 89 degrees 43 minutes 54 seconds West, a distance of 171.96 feet to an iron pin set (½ rebar); thence North 75 degrees 27 minutes 43 seconds West, a distance of 171.01 feet to an iron pin set (½ rebar) and the True Point of Beginning.

Said tract contains 1.181 acres.



Out Parcel III:

All that tract or parcel of land lying and being in Land Lot 69, 7th Land District, Fayette County, Georgia, and being more particularly described as follows:

Beginning at an iron pin set (1/2 inch rebar) at the intersection of the South Land Lot Line of Land Lot 69 with the East right-of-way of State Route 54 (right-of-way varies); thence along said right-of-way North 06 degrees 06 minutes 29 seconds East, a distance of 1.21 feet to a concrete monument found; thence North 89 degrees 32 minutes 29 seconds West, a distance of 8.68 feet to a concrete monument found; thence North 06 degrees 06 minutes 29 seconds East, a distance of 10.00 feet to a concrete monument found; thence North 89 degrees 58 minutes 17 seconds West, a distance of 10.06 feet to a concrete monument found; thence North 06 degrees 06 minutes 32 seconds East, a distance of 304.76 feet to an iron pin set (1/2 inch rebar) on the southern right-of-way of Broken Bow Drive (60 foot right-of-way); thence along said right-of-way South 89 degrees 34 minutes 06 seconds East, a distance of 460.61 feet to an iron pin set (1/2 inch rebar); thence South 01 degree 54 minutes 29 seconds West, a distance of 314.85 feet to an iron pin found (1/2 inch rebar) on the South Land Lot Line of Land Lot 69; thence along said Land Lot Line North 89 degrees 31 minutes 11 seconds West, a distance of 465.02 feet to an iron pin set (1/2 inch rebar) and the Point of Beginning.

Said tract contains 3.407 acres.

Said Shopping Center Tract and Outparcel I also being more particularly described as follows:

All that tract or parcel of land situated, lying and being in Land Lot 69, 7th District, Fayette County, Georgia and being more particularly described as follows:

To find the point of beginning commence at an iron pin set at the intersection of the East right-of-way line of State Route 54 (a variable-width right-of-way) and the South land lot line of Land Lot 69, said District and County; thence run along said right-of-way the following courses and distances: North 06 degrees 06 minutes 29 seconds East 1.21 feet to a concrete monument found ("CMF"); thence North 89 degrees 32 minutes 29 seconds West 8.68 feet to a CMF; thence North 06 degrees 06 minutes 29 seconds East 10 feet to a CMF; thence North 89 degrees 58 minutes 17 seconds West 10.06 feet to a CMF; thence North 06 degrees 06 minutes 32 seconds East 385.69 feet to an iron pin set (1/2 inch rebar) located on said East right-of way, said iron pin set (1/2 inch rebar) being the True Point of Beginning. From the True Point of Beginning as thus established, continue thence along said right-of-way line the following courses and distances: North 06 degrees 06 minutes 32 seconds East 443.51 feet to a point; thence along the arc of a 2,808.79 foot radius curve to the right an arc distance of 510.28 feet (said arc being subtended by a chord lying to the East bearing North 11 degrees 18 minutes 48 seconds East and having a distance of 509.58 feet) to an iron pin set (1/2 inch rebar); thence along the arc of a 2,808.79 foot radius curve to the right an arc distance of 132.14 feet (said arc being subtended by a chord bearing North 17 degrees 51 minutes 57 seconds East and having a distance of 132.15 feet) to an iron pin set (1/2 inch rebar); thence leaving said right-of-way, run thence South 89 degrees 59 minutes 22 seconds East 302.60 feet to a 1/2 inch open top pipe found; thence South 01 degree 54 minutes 29 seconds West 224.29 feet to an iron pin set (1/2 inch rebar); thence South 89 degrees 35 minutes 49 seconds East 219.74 feet to an iron pin set (1/2 inch rebar); thence South 01 degree 54 minutes 29 seconds West 865.10 feet to an iron pin set (1/2 inch rebar); thence North 89 degrees 40 minutes 48 seconds West 219.75 feet to an iron pin set (1/2 inch rebar); thence South 01 degree 54 minutes 29 seconds West 1.24 feet to an iron pin set (1/2 inch rebar); thence North 89 degrees 34 minutes 06 seconds West 425.71 feet to a pk nail set; thence North 53 degrees 44 minutes 00 seconds West 35.07 feet to an iron pin set (1/2 inch rebar) being the

True Point of Beginning. Said property containing 14.412 acres.

Said Shopping Center Tract, Outparcel I and Outparcel III containing 17.819 acres of land, more or less, and being designated as Shopping Center Tract, Outparcel I and Outparcel III. LESS AND EXCEPT the land conveyed to Georgia Department of Transportation for right of way by deeds recorded in Book 3633, Page 473 and Book 3633, Page 477, records of Fayette County, GA.

Peachtree East Appurtenance No. 1:

Together with, the rights, privileges, easements and appurtenances created by that certain Restrictive Covenant and Easement Agreement by and between Jan A. Hutto (a/k/a Jan A. Trammell, a/k/a Jan Adams Trammell, and a/k/a Emily Joanne Trammell) and Peachtree East Associates, a Georgia general partnership, dated November 22, 1994, filed for record November 23, 1994 at 2:11 p.m, recorded in Deed Book 954, Page 48, Records of Fayette County, Georgia.

Peachtree East Appurtenance No. 2:

Together with, the rights, privileges, easements and appurtenances created by that certain Sewer Capacity Agreement by and between Georgia Utilities Company and Jan A. Hutto (a/k/a Jan A. Trammell, a/k/a Jan Adams Trammell, and a/k/a Emily Joanne Trammell), dated November 22, 1994, filed for record November 23, 1994 at 2:10 p.m., recorded in Deed Book 954, Page 27, aforesaid records.

EXHIBIT B TO LIMITED WARRANTY DEED

Permitted Title Matters

## **EXHIBIT B**

### **Permitted Exceptions**

1. Taxes and assessments for the year 2016 and subsequent years, not yet due and payable.
2. Right-of-Way Deed filed for record January 11, 1937, and recorded in Deed Book Z, Page 53 of the Official Records of Fayette County, Georgia.
3. Right-of-Way Deed filed for record January 12, 1937, and recorded in Deed Book Z, Page 60 of the Official Records of Fayette County, Georgia.
4. Easement filed for record June 23, 1938, and recorded in Deed Book Z, Page 499, of the Official Records of Fayette County, Georgia.
5. Easement filed for record March 16, 1973, and recorded in Deed Book 118, Page 340 of the Official Records of Fayette County, Georgia.
6. Construction Easement and Conveyance of Access Rights filed for record June 4, 1991, and recorded in Deed Book 656, Page 36 of the Official Records of Fayette County, Georgia.
7. Sewer Capacity Agreement filed for record November 23, 1994, and recorded in Deed Book 954, Page 27 of the Official Records of Fayette County, Georgia.
8. Sewer Easement Agreement filed for record November 23, 1994, and recorded in Deed Book 954, Page 37 of the Official Records of Fayette County, Georgia.
9. Memorandum of Lease filed for record November 23, 1994 and recorded in Deed Book 954, Page 80, as assigned pursuant to that certain Assignment of Leases dated and recorded of even date herewith in the Official Records of Fayette County, Georgia.
10. Memorandum of Lease filed for record June 7, 1995 and recorded in Deed Book 987, Page 171, as assigned pursuant to that certain Assignment of Leases dated and recorded of even date herewith in the Official Records of Fayette County, Georgia.
11. Memorandum of Lease filed for record June 28, 1999 and recorded in Deed Book 1401, Page 322, and Memorandum of Agreement filed for record June 28, 1999, and recorded in Deed Book 1401, Page 329; as assigned pursuant to that certain Assignment of Leases dated and recorded of even date herewith in the Official Records of Fayette County, Georgia.
12. Assignment of Lease filed for record September 5, 2002, and recorded in Book 1939, Page 122; as assigned pursuant to that certain Assignment of Leases dated and recorded of even date herewith in the Official Records of Fayette County, Georgia.

13. Memorandum of Lease filed for record September 5, 2008 and recorded in Deed Book 3438, Page 467; as assigned pursuant to that certain Assignment of Leases dated and recorded of even date herewith in the Official Records of Fayette County, Georgia.

14. Right-of-Way Deed filed for record April 23, 2010 and recorded in Deed Book 3633, Page 473 of the Official Records of Fayette County, Georgia.

15. Right-of-Way Deed filed for record April 23, 2010, and recorded in Deed Book 3633, Page 477 of the Official Records of Fayette County, Georgia.

16. Drainage Easement certain plat recorded in Plat Book 25, Page 157 of the Official Records of Fayette County, Georgia.

17. Restrictive Covenant and Easement Agreement filed for record November 23, 1994, and recorded in Deed Book 954, Page 48 of the Official Records of Fayette County, Georgia.

18. Rights of tenants in possession, as tenants only, pursuant to unrecorded leases.



Cross Reference to Deed Book 192, Page 263

State of Georgia  
County of Fayette

Doc ID: 010118340002 Type: ESTD  
Recorded: 04/06/2017 at 03:00:00 PM  
Fee Amt: \$14.00 Page 1 of 2  
Transfer Tax: \$0.00  
Fayette, Ga. Clerk Superior Court  
Sheila Studdard Clerk of Court  
BK **4591** PG **107-108**

### Executor's Deed

This indenture, made this 6th day of March, 2017, between PAMELA L. HUTCHINGS AND PHYLLIS L. MILES F/K/A PHYLLIS L. PANNELL, as Co-Executors of the estate of CHARLES B. MILES, deceased, late of Coweta County, Georgia, Grantor, and PAMELA L. HUTCHINGS AND PHYLLIS L. MILES, Grantee.

(The terms "Grantor" and "Grantee" include the respective heirs, successors, successors-in title, executors, legal representatives and assigns of the parties where the context requires or permits.)

PAMELA L. HUTCHINGS AND PHYLLIS L. MILES F/K/A PHYLLIS L. PANNELL, as Co-Executors of the estate of the deceased, by the power conferred by the Letters Testamentary granted on May 20, 2015 and every other power, and for and in consideration of the sum of \$10 paid at and before the sealing and delivery of this instrument, and for other valuable consideration, the receipt and sufficiency of which is acknowledged, has granted, bargained, sold, conveyed and confirmed, and by these presents does grant, bargain, sell, convey and confirm to Grantee, all of that certain tract or parcel of land lying and being described in Exhibit A attached hereto and made a part hereof.

To have and to hold the property, together with all and singular the rights, members and appurtenances thereof, to the same belonging or in any way appertaining, to the only proper use and benefit of Grantee to same extent and manner as was held by the deceased.

In witness of the above, Grantor has signed, sealed and delivered this deed on the date written above.

Signed, sealed and delivered in the presence of

[Signature]  
Signature of Unofficial Witness

Pamela L. Hutchings  
PAMELA L. HUTCHINGS, Co- Executor  
of the Estate of Charles B. Miles

Subscribed and sworn to before me this 6th day of March, 2017.

[Signature]  
Notary Public

My commission expires



Phyllis L. Miles  
PHYLLIS L. MILES F/K/A PHYLLIS L. PANNELL, Co-Executor of the Estate of Charles B. Miles

## EXHIBIT A

All that tract or parcel of land lying and being in Land Lot 69 Of the 7<sup>TH</sup> District of Fayette County, Georgia, and being a portion of those lands described in a plat of survey dated November 23, 1977, prepared by J. R. Wood, Registered Land Surveyor, for Chet Ping Realty and being more particularly described as follows:

Beginning at an iron pin located on the Eastern right-of-way of State Route 54, 598.5 feet as measured -Southwesterly along the Eastern right-of-way of State Route 54 from a point located at the intersection of the Eastern right-of-way of State Route 54 with the center line of Davis Road: running thence South 89 Degrees, 55 Minutes, 8 Seconds East 260.14 feet to an iron pin: running thence South 0 Degrees, 4 Minutes, 52 Seconds West 150 feet to an in iron pin; running thence North 89 Degrees, 55 Minutes, 8 Seconds West 320.50 feet to an iron pin on the Eastern right-of-way of State Highway 54; running thence North 22 Degrees, 0 Minutes, 2 Seconds East along the Eastern right-of-way of State Route 54, 161.69 feet, more or less, to the point of beginning; the said tract of land being 1 acre, according to said survey of J. R. Wood, registered Land Surveyor.

Property Known as: 2006 HWY 54 W  
Map ID #: 0719-036

State of Georgia  
County of Fayette

Doc ID: 010118350002 Type: ESTD  
Recorded: 04/06/2017 at 03:00:00 PM  
Fee Amt: \$14.00 Page 1 of 2  
Transfer Tax: \$0.00  
Fayette, Ga. Clerk Superior Court  
Sheila Studdard Clerk of Court  
BK **4591** PG **109-110**

### Executor's Deed

This indenture, made this 07<sup>th</sup> day of March, 2017, between PAMELA L. HUTCHINGS AND PHYLLIS L. MILES F/K/A PHYLLIS L. PANNELL, as Co-Executors of the estate of CHARLES B. MILES, deceased, late of Coweta County, Georgia, Grantor, and Pamela Hutchings and Phyllis Miles, Grantees.  
(The terms "Grantor" and "Grantees" include the respective heirs, successors, successors-in title, executors, legal representatives and assigns of the parties where the context requires or permits.)

PAMELA L. HUTCHINGS AND PHYLLIS L. MILES F/K/A PHYLLIS L. PANNELL, as Co-Executors of the estate of the deceased, by the power conferred by the Letters Testamentary granted on May 20, 2015 and every other power, and for and in consideration of the sum of \$10 paid at and before the sealing and delivery of this instrument, and for other valuable consideration, the receipt and sufficiency of which is acknowledged, has granted, bargained, sold, conveyed and confirmed, and by these presents does grant, bargain, sell, convey and confirm to Grantees, all of that certain tract or parcel of land lying and being described in Exhibit A attached hereto and made a part hereof.

To have and to hold the property, together with all and singular the rights, members and appurtenances thereof, to the same belonging or in any way appertaining, to the only proper use and benefit of Grantees to same extent and manner as was held by the deceased.

In witness of the above, Grantor has signed, sealed and delivered this deed on the date written above.

Signed, sealed and delivered in the presence of

Pamela L Hutchings  
PAMELA L. HUTCHINGS, Co- Executor  
of the Estate of Charles B. Miles

[Signature]  
Signature of Unofficial Witness

Subscribed and sworn to before me this 07<sup>th</sup> day of March

Phyllis L. Miles  
PHYLLIS L. MILES F/K/A PHYLLIS L. PANNELL, Co-Executor of the Estate of Charles B. Miles

Notary Public

My commission expires



### Exhibit A

All that tract or parcel of land lying and being in Land Lot 69 of the 7<sup>th</sup> District of Fayette County, Georgia, and more particularly described as follows:

Begin at a point in the easterly right-of-way of State Route 54 designated by an iron pipe stake, which point lies a distance of 760.18 feet in a southerly direction along the easterly right-of-way of State Route 54 from the intersection of the easterly right-of-way of State Route 54 with the center line of Davis Road; thence, South 89 Degrees 55 Minutes 8 Seconds East a distance of 94.86 feet to a point and the True Point of Beginning; thence, South 89 Degrees 55 Minutes 8 Seconds East a distance of 151.34 feet to a point; thence, South 22 Degrees 00 Minutes 2 Seconds West a distance of 56.50 feet to a point; thence North 67 Degrees 59 Minutes 58 Seconds West a distance of 140.40 feet to a point and the True Point of Beginning; all as shown and depicted on a plat of survey prepared for Miles Ace Hardware by J.R. Wood Surveyors and Planners, Inc., under date of 12 July 1983; which tract, as indicated thereon, is triangular in design, and contains 0.091 acres and is designated a Tract 1-B, which plat of survey by reference thereto is incorporated herein.

This document prepared by  
and upon recording return to:  
Robert T. Morgan, Esq.  
Morgan & Chakales, P.C.  
750 Hammond Drive  
Building 12, Suite 100  
Atlanta, Georgia 30328  
File No.: 8799-12-43

Page 004 of 258  
Doc ID: 007534310003 Type: GLR  
Filed: 07/02/2007 at 10:00:00 AM  
Fee Amt: \$194.00 Page 1 of 3  
Transfer Tax: \$180.00  
Fayette, Ga. Clerk Superior Court  
Sheila Studdard Clerk of Court  
BK **3255** PG **573-575**

### LIMITED WARRANTY DEED

STATE OF GEORGIA  
COUNTY OF FULTON

THIS INDENTURE is made on this 26 day of June, 2007, between **RAVIN HOMES, INC.**, a Georgia corporation, as party of the first part, and **ENPOINTE GROUP, L.L.C.**, a Georgia limited liability company, as party of the second part.

WITNESSETH: That the said party of the first part, for and in consideration of the sum of Ten and No/100 Dollars (\$10.00) and other good and valuable consideration, in hand paid at and before the sealing and delivery of these presents, the receipt whereof is hereby acknowledged, has granted, bargained, sold and conveyed and by these presents does grant, bargain, sell and convey unto the said party of the second part, its successors and assigns:

All that tract or parcel of land lying and being in **Land Lot 69, 7<sup>th</sup> District, Fayette County, Georgia**, as more particularly described in **Exhibit "A"** attached hereto and incorporated herein, together with and subject to all those items set forth on **Exhibit "B"** attached hereto and incorporated herein.

TO HAVE AND TO HOLD the said bargained premises, together with all and singular the rights, members and appurtenances thereof, including leases, to the only proper use, benefit and behoof of the said party of the second part, its successors and assigns, forever, **IN FEE SIMPLE**.

And the said party of the first part, for its successors and assigns, will warrant and forever defend the right and title to the above-described property unto the said party of the second part, its successors and assigns, against the lawful claims of all persons claiming through the party of the first part.

IN WITNESS WHEREOF, the said party of the first part has hereunto set its hand and affixed its seal the day and year first above written.

Signed, sealed and delivered  
in the presence of:

India L. Hasey  
Unofficial Witness

Wickie L. Hasey  
Notary Public  
Commission Expiration Date: \_\_\_\_\_

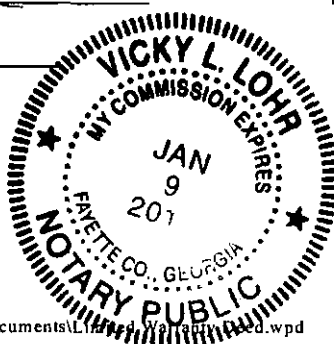
[NOTARY SEAL]

RAVIN HOMES, INC.

By: [Signature]

Title: [Signature]

[CORPORATE SEAL]





**EXHIBIT "A"**

**All that tract or parcel of land lying and being in Land Lot 69 of the 7th District of Fayette County, Georgia, being Lot 12 of Peachtree Corners Subdivision as per plat by J.R. Wood dated August 1, 1986, recorded in Plat Book 18, Page 80, Fayette County Records, said plat being expressly incorporated herein and made a part of this description by reference.**

## **EXHIBIT "B"**

### **Permitted Exceptions**

1. All general and special taxes and assessment for the year 2007 and subsequent years, not yet due and payable.
2. The recorded plat of survey discloses a 60-foot front building line, a 15-foot rear building line and a 15-foot side building line.
3. Conveyance of Access Rights from J.C. Brogdon, Jr. to Department of Transportation, dated September 25, 1985, recorded at Deed Book 358, Page 661, Fayette County, Georgia records.
4. Conveyance of Access Rights from J.C. Brogdon, Jr to Department of Transportation, dated October 8, 1985, recorded at Deed Book 361, Page 454, aforesaid records.
5. Conveyance of Access Rights from J.C. Brogdon, Jr to Department of Transportation, dated April 8, 1987, recorded at Deed Book 443, Page 643, aforesaid records.
6. Easement(s) as contained in that Right-of-Way Deed from J.C. Brogdon, Jr. to Department of Transportation, dated January 25, 1989, recorded at Deed Book 539, Page 521, aforesaid records.

Please return to:  
Lawson & Beck, LLC  
1125 Commerce Drive, Suite 300  
Peachtree City, GA 30269  
File # 16-LAW-2175

Doc ID: 009978500001 Type: QCD  
Recorded: 09/06/2016 at 04:00:00 PM  
Fee Amt: \$10.00 Page 1 of 1  
Transfer Tax: \$0.00  
Fayette, Ga. Clerk Superior Court  
Sheila Studdard Clerk of Court  
BK **4506** PG **273**

STATE OF GEORGIA  
COUNTY OF FAYETTE

## QUITCLAIM DEED

THIS INDENTURE made this 30th day of August, 2016 between

**Ravin Homes, Inc.**

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

**deGolian Commercial, LLC**

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

Grantor, for and in consideration of the sum of \$10 paid at and before the sealing and delivery of this instrument, and for other valuable consideration, the receipt and sufficiency of which is acknowledged, does release, remise and quitclaim unto grantees, all of the interest, right and title of grantor to the following described property:

All that tract or parcel of land lying and being in Land Lot 69 of the 7th District of Fayette County, Georgia, being Lots 3, 4, 8, 9, and 11 of Peachtree Corners Subdivision as per plat by J.R. Wood dated August 1, 1986, recorded in Plat Book 18, Page 80, Fayette County Records, said plat being expressly incorporated herein and made a part of this description.

Subject to restrictive covenants and easements of record.

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

IN WITNESS WHEREOF, Grantor has hereunto set grantor's hand and seal this first day and year first above written.

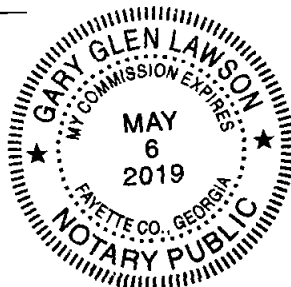
Signed, Sealed and delivered in the presence of:

  
Unofficial Witness

Notary Public

Ravin Homes, Inc.

  
By: Pamela Rossetti, President



FILED & RECORDED  
FAYETTE COUNTY, GA.

'96 DEC 6 AM 10 57

W.A. BALLARD, CLERK

**"NO TITLE WORK DONE"**

Law Office of  
**STEPHEN M. KISER**  
1513 Cleveland Avenue  
Building 100 - Suite 101  
East Point, Georgia 30344  
(404) 762-7108

FAYETTE COUNTY, GEORGIA  
REAL ESTATE TRANSFER TAX

PAID 912.690  
DATE 12-6-96  
*W.A. Ballard*  
CLERK OF SUPERIOR COURT

**QUITCLAIM DEED**

STATE OF GEORGIA

COUNTY OF FULTON

THIS INDENTURE made the 30<sup>th</sup> day of November in the year one thousand nine hundred and ninety-six between

**STRICKLAND DESIGNS & BUILDERS, INC.**

of the County of Fayette, and State of Georgia, as party of the first part, hereinafter called Grantor, and

**PEACHTREE ENTERPRISES, a partnership composed of James P. Ryan,  
Glenn Brewer and Stephen M. Kiser**

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

WITNESSETH that: Grantor, for and in consideration of the sum of one dollar (\$1.00) and other valuable considerations in hand paid at and before the sealing of these presents, the receipt whereof is hereby acknowledged, by these presents does hereby remise, convey and forever QUITCLAIM unto the said grantee:

All that tract or parcel of land lying and being in Land Lot 69 of the 7th District, Fayette County, Georgia and being Lot 10, Peachtree Corners, as per plat by J. R. Wood dated August 1, 1986, recorded in Plat book 18, page 80, Fayette County, Georgia records, said plat being expressly incorporated herein and made a part of this description by reference.

The purpose of this deed is to convey any interest which the Grantor may have in the subject property to the Grantee, in order to clear title to the aforementioned property.

To HAVE AND To HOLD the said described premises to grantee, so that neither grantor nor any person or persons claiming under grantor shall at any time, by any means or ways, have, claim or demand any right or title to said premises or appurtenances, or any rights thereof.

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

**STRICKLAND DESIGNS & BUILDERS, INC.**

Signed, sealed and delivered  
in the presence of:

BY: *[Signature]*

TITLE: FRS.

(Unofficial Witness)

*[Signature]*  
(Notary Public)

Notary Public, Fayette County, Georgia  
My Commission Expires Dec. 25, 1999

Notary Public, Fayette County, Georgia  
My Commission Expires Dec. 25, 1999

WARRANTY DEED

FORM 62



## STATE OF GEORGIA,

FAYETTE

County.

THIS INDENTURE, made this 31st day of January

in the year of our Lord One Thousand Nine Hundred and Eighty Nine

Between J. C. BROGDON, JR.

of the State of Georgia and County of Walton of the first part  
and JERRY L. KETTERER and MICHELLE KETTERER

of the State of Georgia and County of Fayette of the second part.

WITNESSETH: That the said part Y of the first part, for and in consideration of the sum of  
GOOD AND VALUABLE CONSIDERATION AND TEN AND NO/100S-----DOLLARS

in hand paid at and before the sealing and delivery of these presents, the receipt whereof is hereby acknowledged, has  
granted, bargained, sold and conveyed and by these presents do ES grant, bargain, sell and convey unto the said  
parties of the second part, themselves, their heirs and assigns, all that tract and parcel of land  
lying and being in Land Lot 69 of the 7th Land District of Fayette County,

Georgia and being more particularly described in a plat of survey  
for Peachtree Corners dated August 1, 1986, prepared by J. R. Wood,  
Registered Land Surveyor, recorded in Plat Book 18, Page 80,  
Fayette County Records, and being shown as Lot 7 on said plat,  
the same containing 1.47 acres. Said plat is hereby referred  
to and incorporated herein for a more particular description.

Fayette County, Georgia  
Real Estate Transfer Tax

Paid 47.50 Date 2-8-89  
Clerk of Superior Court

GEORGIA, Fayette County  
Clerk's Office Superior Court

Filed for record Feb. 8 19 89

2:15 P. M.  
Recorded in Book 540 Page 719  
This 8 day of Feb. 19 89

W. A. Ballard

Clerk

TO HAVE AND TO HOLD the said bargained premises, together with all and singular the rights, members and appur-  
tenances thereof, to the same being, belonging or in any wise appertaining, to the only proper use, benefit and behoof  
of them the said parties of the second part, their heirs and assigns forever, IN FEE SIMPLE.

And the said part Y of the first part, for himself, his heirs, executors and administrators  
will warrant and forever defend the right and title to the above described property unto the said parties of the  
second part, their heirs and assigns, against the lawful claims of all persons whomsoever.

IN WITNESS WHEREOF, That the said part Y of the first part has hereunto set his hand  
and affixed his seal, the day and year above written.

Signed, sealed and delivered in the presence of:

Cathie J. Putnam  
WITNESS

J. C. BROGDON JR. (Seal)  
(Seal)

NOTARY PUBLIC  
DATE 01-31-89  
[SEAL]

BOOK 540 PAGE 719 (Seal)  
(Seal)



Please return to:  
 Lawson & Beck, LLC  
 1125 Commerce Drive, Suite 300  
 Peachtree City, GA 30269  
 File # 16-LAW-2855

Doc ID: 010047910001 Type: WD  
 Recorded: 12/19/2016 at 10:10:00 AM  
 Fee Amt: \$88.70 Page 1 of 1  
 Transfer Tax: \$78.70  
 Fayette, Ga. Clerk Superior Court  
 Sheila Studdard Clerk of Court  
**BK 4549 PG 113**

STATE OF GEORGIA  
 COUNTY OF FAYETTE

## LIMITED WARRANTY DEED

THIS INDENTURE made this 13th day of December, 2016 between

**Jerry L. Ketterer and Michelle Ketterer**

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

**Ravin Homes, Inc.**

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

WITNESSETH that: Grantor, for and in consideration of the sum of TEN DOLLARS and other good and valuable consideration (\$10.00) in hand paid at and before the sealing and delivery of these presents, the receipt whereof is hereby acknowledged, has granted, bargained, sold, aliened, conveyed and confirmed, and by these presents does grant, bargain, sell, alien, convey and confirm unto the said Grantee, the following described property:

ALL THAT TRACT or parcel of land lying and being in Land Lot 69 of the 7th District of Fayette County, Georgia, being Lot 6 of Peachtree Corners Subdivision, as shown on that certain plat of said subdivision recorded in Plat Book 18, Page 80, Fayette County, Georgia records, said plat being incorporated herein and made a part hereof by reference.

Subject to restrictive covenants and easements of record.

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

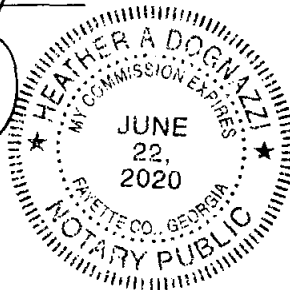
AND THE SAID Grantor will warrant and forever defend the right and title to the above described property unto the said Grantee against the claims of all persons claiming by through or under Grantor.

IN WITNESS WHEREOF, Grantor has hereunto set grantor's hand and seal this first day and year first above written.

Signed, Sealed and delivered in the presence of:

*[Signature]*  
 Unofficial Witness  
*[Signature]*  
 Notary Public

*[Signature]*  
 Jerry L. Ketterer  
*[Signature]*  
 Michelle Ketterer



BOOK 749 PAGE 96

FILED & RECORDED  
FAYETTE COUNTY, GA.  
92 SEP 14 AM 11 13  
W. A. BALL AND  
CLERK OF SUPERIOR COURT

STATE OF GEORGIA

COUNTY OF FAYETTE

FAYETTE COUNTY, GEORGIA  
REAL ESTATE TRANSFER TAX  
PAID 284.80  
DATE 9-14-92  
W. A. Ballard  
CLERK OF SUPERIOR COURTDEED UNDER POWER OF SALE

THIS INDENTURE, made this 1st day of September, 1992, by Lawler and Lawler, Inc. (hereinafter referred to as "Borrower"), acting through its duly appointed agent and attorney-in-fact, Harry Brown and Doris V. Brown, Coldwell Banker Real Estate (Fayette County Office) and Century-21 Phoenix Realty, Inc. (Peachtree City) as Party of the First Part, and RAVIN HOMES, INC., as Party of the Second Party;

## W I T N E S S E T H:

WHEREAS, Borrower executed and delivered to Harry V. Brown and Doris V. Brown a certain Security Deed dated October 25, 1985, recorded November 4, 1985, in Deed Book 363, beginning on page 440, Fayette County Records, with a partial assignment to Coldwell Banker Real Estate (Fayette County Office) and Century-21 Phoenix Realty, Inc. (Peachtree City Office), by instrument dated October 25, 1985, recorded November 4, 1985 in Deed Book 363, page 446, Fayette County Records, conveying the after-described property to secure the payment of a promissory note of even date therewith, in the principal amount of \$ 231,080.00, plus any renewal, and all other obligations and liability of Borrower to the Party of the First Part.

WHEREAS, default in the payment of the indebtedness under said note occurred;

WHEREAS, by reason of said default, Party of the First Part elected, pursuant to the terms of said Security Deed and Note, and further pursuant to the terms of that certain order in the matter of Lawler and Lawler, Inc., debtor, Case No. N91-00346-WHD, entered June 19, 1992, U. S. Bankruptcy Court for the Northern District of Georgia, declared the entire principal and interest immediately due and payable;

WHEREAS, said entire indebtedness still being in default, the said Party of the First Part, on behalf of the said Lawler and Lawler, Inc., and according to the terms of said Security Deed, did advertise said property for sale once a week for four weeks in a newspaper in Fayette County, Georgia, wherein the Sheriff carried his advertisement, namely Fayette County news, said dates of publication being August 5, 1992, August 12, 1992, August 19, 1992 and August 26, 1992, as provided by law; and

WHEREAS, the said Party of the First Part, as attorney-in-fact for Borrower, did expose said property for sale at public outcry to the highest bidder for cash on the first Tuesday in September, 1992, within the legal hours of sale at the usual place for conducting Sheriff's sales in Fayette County before the Courthouse door in said county, at which sale said party of the second part was the highest and best bidder at and for the sum of TWO HUNDRED EIGHTY FOUR THOUSAND SEVEN HUNDRED TWENTY SIX & 65/100 \$284,726.65 ) cash; and said property was then and there knocked off and sold for said sum;

NOW, THEREFORE, in consideration of the premises and said sum of money and by virtue of and in the exercise of the power of sale contained in the aforesaid Security Deed, the Party of the First Part has bargained, sold, granted and conveyed, and by these presents does hereby bargain, sell, grant and convey to the Party of the Second Part, his heirs, representatives, successors, transfers, and assigns, the following described property, to wit:

See attached Exhibit "A".

Notice of acceleration and foreclosure sale, including a copy of the foreclosure advertisement, was not necessary as referenced in Code Section 44-14-162.2 since caption property is not residential property and since notice of foreclosure was given in the court order of June 19, 1992.


The above-referenced property is sold as vacant property; and subject to any outstanding ad valorem taxes, any assessments, easements covenants and restrictions, and any other matters of public record.

TOGETHER WITH ALL and singular rights, members and appurtenances thereto appertaining; also, all the estate, right, title, interest, claim or demand of Party of the First Part, its successors, transfers and assigns, legal, equitable or otherwise, whatsoever, in and to the same.

TO HAVE AND TO HOLD the said premises and every part thereof unto the said Party of the Second Part, his heirs, representatives, successors, transfers and assigns, to its only proper use, benefit and behoof in FEE SIMPLE, in as full and ample a manner as the said Party of the First Part, or its successors, transfers and assigns, did hold and enjoy the same.

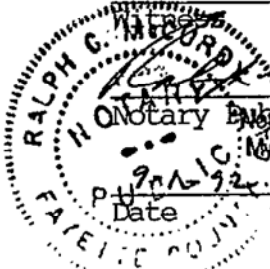
IN WITNESS WHEREOF, the Party of the First Part has hereunto affixed its hand and seal, the day and year first above written.

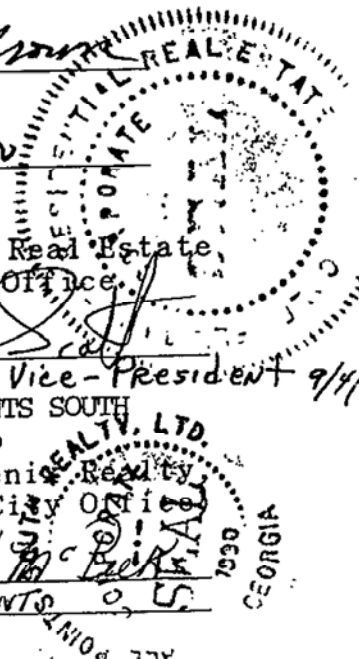
Signed, sealed and delivered  
in the presence of:

*Ralph C. Hines*  
Witness  
*[Signature]*  
Notary Public  
9-1-92  
Date  


As to Coldwell Banker Real Estate  
Signed, sealed and delivered  
in the presence of:

*Kim Mandas*

*[Signature]*  
Notary Public, Fayette County, Georgia  
My Commission Expires June 3, 1993  
9-1-92  
Date  


*Harry Brown*  
Harry Brown  
*Doris V. Brown*  
Doris V. Brown  
Coldwell Banker Real Estate  
Fayette County Office  
By: *[Signature]*  
Its: SENIOR Vice-President 9/1/92  
CENTURY 21 ALL POINTS SOUTH  
REALTY Successor to  
Century-21 Phoenix Realty  
Inc. (Peachtree City Office)  
By: *Sandra K. [Signature]*  
Its: PRESIDENTS 9/1/92  


Attorney in Fact for  
Lawler and Lawler, Inc.

ALL that tract or parcel of land lying and being in Land Lot 69 of the 7th Land District of Fayette County, Georgia, and being more particularly described as follows:

BEGINNING at a rock corner found at the common intersection of Land Lots 59, 60, 69, and 70, proceed South 00 degrees 07 minutes 39 seconds West along the easterly boundary of Land Lot 69 a distance of 1,555.61 feet to an iron pin; thence proceed North 89 degrees 56 minutes 34 seconds West a distance of 1,379.04 feet to an iron pin; thence proceed North 00 degrees 04 minutes 52 seconds East a distance of 661.00 feet to an iron pin; thence proceed North 89 degrees 55 minutes 08 seconds West a distance of 1,156.61 feet to an iron pin located on the easterly right-of-way of State Route 54 (an 80 foot right-of-way); thence proceed North 22 degrees 14 minutes 01 seconds East along the easterly right-of-way of State Route 54 a distance of 392.90 feet to an iron pin; thence proceed South 89 degrees 39 minutes 37 seconds East a distance of 696.32 feet to an iron pin; thence proceed North 00 degrees 19 minutes 55 seconds East a distance of 130.00 feet to an iron pin; thence proceed North 89 degrees 43 minutes 04 seconds West a distance of 103.39 feet to an iron pin; thence proceed North 00 degrees 24 minutes 39 seconds East a distance of 414.40 feet to an iron pin located on the Northerly boundary of Land Lot 69; thence proceed South 89 degrees 35 minutes 21 seconds East along the Northerly boundary of Land Lot 69 a distance of 1,792.91 feet to a rock corner and the point of beginning.

The said tract or parcel of land is depicted as a 63.260 acre tract on a plat of survey prepared for John W. Lawler by Koons, Wood and Associates, Registered Land Surveyors, dated August 22, 1985. Such plat of survey is, by this reference, incorporated in and made a part of this description.

LESS AND EXCEPT the following described tract or parcel of land:

ALL that tract or parcel of land lying and being in Land Lot 69 of the 7th Land District of Fayette County, Georgia, and being more particularly described as follows:

TO FIND THE POINT OF BEGINNING, commence at a rock corner located at the common intersection of Land Lots 59, 60, 69, and 70; thence proceed North 89 degrees 35 minutes 21 seconds West along the Northerly boundary of Land Lot 69 a distance of 1,792.91 feet to an iron pin; thence proceed South 00 degrees 24 minutes 39 seconds West a distance of 414.40 feet to an iron pin; thence proceed South 89 degrees 43 minutes 04 seconds East a distance of 103.39 feet to an iron pin; thence proceed South 00 degrees 19 minutes 55 seconds West a distance of 130.00 feet to an iron pin and the POINT OF BEGINNING; thence proceed South 89 degrees 39 minutes 37 seconds East a distance of 312.15 feet to a point; thence proceed South 00 degrees 04 minutes 52 seconds West a distance of 359.35 feet to an iron pin; thence proceed North 89 degrees 55 minutes 08 seconds West a distance of 1,156.61 feet to an iron pin located on the Easterly right-of-way of State Route 54 (an 80 foot right-of-way); thence proceed North 22 degrees 14 minutes 01 seconds East along the Easterly right-of-way of State Route 54 a distance of 392.90 feet to an iron pin; thence proceed South 89 degrees 39 minutes 37 seconds East a distance of 696.32 feet to an iron pin and the point of beginning.

The said tract or parcel of land is depicted as an 8.991 acre tract and designated as Tract "A" on a plat of survey prepared for John W. Lawler by Koons, Wood & Associates, Registered Land Surveyors, dated August 22, 1985, and revised October 25, 1985. Such plat of survey is, by this reference, incorporated in and made a part of this description.

934-95-

STATE OF GEORGIA

COUNTY OF COBB

Vernor, Stephens, Whitfield & Humphries  
SUITE 1769 RIVERWOOD  
3959 CUMBERLAND CIRCLE  
ATLANTA, GEORGIA 30339

## WARRANTY DEED

THIS INDENTURE made this

day of APRIL

19 95 by and between

RAVIN HOMES, INC.

party or parties of the first part, hereinafter referred to as "Grantor", and

PTC PROPERTIES, INC.

party or parties of the second part hereinafter referred to as "Grantee", the words "Grantor" and "Grantee" to include the neuter, masculine and feminine genders, the singular and the plural;

### WITNESSETH:

FOR AND IN CONSIDERATION of the sum of Ten Dollars in hand paid and other good and valuable consideration delivered to Grantor by Grantee at and before the execution, sealing and delivery hereof, the receipt and sufficiency of which is hereby acknowledged, Grantor, has and hereby does grant bargain, sell and convey unto Grantee and the heirs, legal representatives, successors and assigns of Grantee

FAYETTE COUNTY, GEORGIA

REAL ESTATE TRANSFER TAX

PAID

DATE

W.A. Ballard

CLERK OF SUPERIOR COURT

All that tract or parcel of land lying and being in Land Lot 69 of the 7th District of Fayette County, Georgia and being more particularly described as follows:

Begin at a 5/8 inch rebar set on the common Land Lot Line of Land Lots 69 and 70, said District and County, said rebar being located 1,689.95 feet westerly as measured along the common Land Lot Line of Land Lots 69 and 70, said District and County, from the northeast corner of Land Lot 69 and the southeast corner of Land Lot 70, thence proceeding South 00 degrees 21 minutes 15 seconds West a distance of 414.31 feet to a 5/8 inch rebar set at the northeast corner of property now or formerly owned by FBN Developers, thence proceeding westerly along the northern boundary line of the FBN Developers property North 89 degrees 42 minutes 27 seconds West a distance of 103.39 feet to a 5/8 inch rebar set at the intersection of the southeast corner of property now or formerly owned by PTC Properties, Inc. and the northern boundary line of the property of FBN Developers, thence proceeding northerly along the easterly boundary line of the property of PTC Properties, Inc. North 00 degrees 24 minutes 46 seconds East a distance of 414.53 feet to a 5/8 inch rebar set on the common land lot line of Land Lots 69 and 70 (passing a 5/8 inch rebar set at the intersection of the northeast corner of the property of PTC Properties, Inc. and the southeast corner of the property owned by William C. Hare and a 5/8 inch rebar set at the intersection of the northeast corner of the property owned by William C. Hare and the southeast corner of the property of Ronald D. Erwin, et. al.) thence proceeding easterly along the common Land Lot Line of Land Lots 69 and 70 South 89 degrees 35 minutes 13 seconds East a distance of 102.97 feet to a 5/8 inch rebar, said 5/8 inch rebar marking the point of beginning.

Said property being shown on that survey for PTC Properties, Inc. prepared by Jefferson Consultants of Peachtree City, Georgia and bearing the seal of Larry C. Shimshick, Georgia Registered Land Surveyor Number 2343, dated April 7, 1995 and being job number 850850.

SUBJECT TO ALL EASEMENTS AND RESTRICTIONS OF RECORD.

TO HAVE AND TO HOLD said tract or parcel of land, together with any and all of the rights, members and appurtenances thereof to the same being, belonging or in anywise appertaining to the only proper use, benefit and behoof of the Grantee and the heirs, legal representatives, successors and assigns of Grantee, forever, in fee simple.

GRANTOR SHALL WARRANT and forever defend the right and title to said tract or parcel of land unto the Grantee and the heirs, legal representatives, successors and assigns of Grantee, against the claims of all persons whomsoever.

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

Signed, Sealed and Delivered in the presence of:

*Richard S. Fisher*  
(Unofficial Witness)

*Thomas H. Miller*  
(Notary Public)  
Notary Public, DeKalb County, Georgia  
My Commission Expires June 23, 1996

RAVIN HOMES, INC.

BY: 977 PAGE 319  
BOOK

FILED & RECORDED  
FAYETTE COUNTY, GA.

'95 APR 14 AM 9 53

W.A. BALLARD, CLERK

(SEAL)

(SEAL)





Doc ID: 009591680002 Type: QCD  
 Recorded: 02/23/2015 at 03:00:00 PM  
 Fee Amt: \$12.00 Page 1 of 2  
 Transfer Tax: \$0.00  
 Fayette, Ga. Clerk Superior Court  
 Sheila Studdard Clerk of Court

BK 4284 PG 641-642

When recorded return to:

Luther C. Curtis, Esq.

Miller & Martin PLLC

Suite 2100

1180 West Peachtree Street, N.W.

Atlanta, Georgia 30309

### QUITCLAIM DEED

THIS INDENTURE, made as of the 1<sup>st</sup> day of January, 2015, between E. LAMAR SEALS, JR., an individual resident of the State of Georgia (hereinafter called "Grantor") and ELS RENTAL, LLC, a Georgia limited liability company (hereinafter called "Grantee").

WITNESSETH, Grantor for and in consideration of the sum of ONE DOLLARS (\$1.00) and other good and valuable consideration, the receipt of which is hereby acknowledged, has bargained, sold and does by these presents bargain, sell, remise, release, and forever quitclaim to Grantee all the right, title, interest, claim or demand which Grantor has or may have had in and to all that tract of land, if any, described on Exhibit A, attached hereto and made a part hereof.

Together with all the rights, members and appurtenances to the said described premises in anywise appertaining or belonging.

TO HAVE AND TO HOLD the said described premises unto Grantee, so that neither Grantor nor any other person or persons claiming under Grantor shall at any time, claim or demand any right, title or interest to the aforesaid described premises or its appurtenances.

(The words "Grantor" and "Grantee" include all genders, plural and singular, and their respective heirs, successors and assigns where the context permits.)

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

Signed, sealed and delivered in the presence of:

Beth Brown  
 Witness

GRANTOR:  
E. Lamar Seals, Jr. (SEAL)  
 E. LAMAR SEALS, JR.

Myanna M. Gorky  
 Notary Public  
 My Commission Expires July 2, 2017  
 Notary Public, Fayette County, GA  
 12856 MY 27247-0001 GEORGIA 2017

Exhibit "A"

All that tract or parcel of land lying and being in Land Lot 69 of the 7<sup>th</sup> District of Fayette County, Georgia, being Lot 5 of Peachtree Corners, as shown on Plat of Survey by Koons, Wood & Associates for Brogdon Realty Company, as recorded in Plat Book 18, Page 80, Fayette County, Georgia records and incorporated herein by reference.

WARRANTY DEED

THIS INDENTURE, made this 11 day of May the year of our Lord One Thousand Nine Hundred and Ninety Four between **V. Michael Rossetti, as Trustee of The Ravin Homes, Inc., Employee Pension Plan** of the State of Georgia and County of Fayette, herein GRANTOR and **Ravin Homes Inc., Profit Sharing Plan**, of the State of Georgia and County of Fayette, herein GRANTEE.

**WITNESSETH:** That the said Grantor, for and in consideration of the sum of Ten and other good and valuable consideration -----DOLLARS in hand paid at and before the sealing and delivery of these presents, the receipt whereof is hereby acknowledged has granted, bargained, sold and conveyed and by these presents does grant, bargain, sell and convey unto the said Grantee, Grantee's transferees, heirs and assigns, all that tract or parcel of land more particularly described as follows:

All that tract or parcel of land lying and being in Land Lot 69 of the 7th District of Fayette County, Georgia and being Lot 2, of Peachtree Corner as shown on plat of Survey by Koons Wood & Associates for Bridgton Realty Company filed in Plat Book 18, Page 80, Fayette County Records, Fayette County, Georgia, containing 1 acre of land and being more particularly described as follows:

To find the point of beginning start at the point where the Northeast corner of Peachtree Court, having a 60 foot right of way, intersects with Georgia Highway 54, having an 80 foot right of way, thence South 89 degrees 55 minutes 08 seconds East 298.85 feet to a point; thence South 89 degrees 55 minutes 08 seconds East 203.28 feet to a point being the true point of beginning; thence South 89 degrees 55 minutes 08 seconds East 145.35 feet to a point; thence North 00 degrees 04 minutes 52 seconds East 299.69 feet to a point; thence North 89 degrees 55 minutes 08 seconds West 145.35 feet to a point; thence South 00 degrees 04 minutes 52 seconds West 299.69 feet to the true point of beginning.

This conveyance made to accomplish a correction of title holders' name by reason of designation from a Pension Plan to a Profit Sharing Plan.

**TO HAVE AND TO HOLD** the said bargained premises, together with all and singular the rights, members and appurtenances thereof, to the same being, belonging or in any wise appertaining to the only proper use, benefit and behoof of Grantee, Grantee's transferees', heirs and assigns forever, **IN FEE SIMPLE**.

And that said Grantor for Grantor's successors, heirs, executors and administrators will warrant and forever defend the right and title to the above described property unto the said Grantee, Grantee's transferees, heirs and assigns, against the lawful claims of all persons whomsoever.

**IN WITNESS WHEREOF**, The said Grantor has thereunto set his hand and affixed his seal the day and year above written.

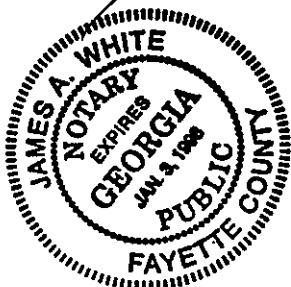
Ravin Homes, Inc.,  
Employee Pension Plan

By: V. Michael Rossetti  
V. Michael Rossetti, Trustee

Don L. Burlingame  
WITNESS

James A. White  
NOTARY PUBLIC

Prepared by:  
Bischoff and White, PC  
118 Peachtree Court  
Fayetteville, Ga. 30214  
(404) 631-3808



W.A. BALLARD  
CLERK OF SUPERIOR COURT

FAYETTE COUNTY, GEORGIA  
REAL ESTATE TRANSFER TAX  
PAID 5-24-94  
-0-



Doc ID: 009784690002 Type: WD  
 Recorded: 11/30/2015 at 09:45:00 AM  
 Fee Amt: \$552.00 Page 1 of 2  
 Transfer Tax: \$540.00  
 Fayette, Ga. Clerk Superior Court  
 Sheila Studdard Clerk of Court  
 BK 4393 PG 249-250

**Return Recorded Document to:**  
 William E. Porter, P.C.  
 1835 Lockeway Drive, Suite 303  
 Alpharetta, Georgia 30004

### LIMITED WARRANTY DEED

**STATE OF GEORGIA**  
**COUNTY OF FULTON**

File #: 15-0301

**THIS INDENTURE** made and delivered on November 25, 2015, between **AA Select Holdings, LLC**, a Georgia limited liability company, as party or parties of the first part, hereinafter called Grantor, and **116 Peachtree Court, LLC**, a Georgia limited liability company, as party or parties of the second part, hereinafter called Grantee (the words "Grantor" and "Grantee" to include their respective heirs, successors and assigns where the context requires or permits).

**WITNESSETH that:** Grantor, for and in consideration of the sum of **TEN AND 00/100'S (\$10.00) Dollars** and other good and valuable considerations in hand paid at and before the sealing and delivery of these presents, the receipt whereof is hereby acknowledged, has granted, bargained, sold, aliened, conveyed and confirmed, and by these presents does grant, bargain, sell, alien, convey and confirm unto the said Grantee,

**ALL THAT TRACT OR PARCEL OF LAND** lying and being in Land Lot 69 of the 7th District, Fayette County, Georgia and being Lot 1, Peachtree Corners Subdivision, as per plat recorded in Plat Book 18, Page 80, Fayette County, Georgia records, said plat being incorporated herein and made a part hereof by reference.

The within conveyance of the Real Property is subject to the exceptions to title and matters set forth in Exhibit "A", attached hereto and made a part hereof by reference, and all other rights of way, easements, and restrictions of record, if any.

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

**TOGETHER WITH** all rights, members, easements, rights-of-way, strips and gores of land, streets, ways, alleys, passages, emblements, and appurtenances in any way belonging, relating, or appertaining to the Property.

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

**IN WITNESS WHEREOF**, Grantor has hereunto set grantor's hand and seal this day and year first above written.

Signed, sealed and delivered  
 in the presence of:

**AA Select Holdings, LLC**

Unofficial Witness

By:   
 Andy Akbari - Member/CEO

Notary Public



**EXHIBIT A**  
**Permitted Exceptions**

- (a) All taxes for the year 2016 and all subsequent years.
- (b) Riparian rights incident to the premises.
- (c) All matters described and depicted on that certain Plat for Peachtree Corners recorded in Plat Book 18, Page 80, Fayette County, Georgia records.
- (d) Conveyance of Access Rights dated 4/08/1987, in favor of Department of Transportation, recorded 4/28/1987 in Deed Book 443, Page 643, aforesaid records.
- (e) Conveyance of Access Rights dated 10/08/1985, in favor of Department of Transportation, recorded 10/11/1985 in Deed Book 361, Page 454, aforesaid records.
- (f) Conveyance of Access Rights dated 9/24/1985, in favor of Department of Transportation, recorded 9/24/1985 in Deed Book 358, Page 661, aforesaid records.
- (g) All matters depicted and/or described on that ALTA/ACSM Land Title Survey for 116 Peachtree Court, LLC, SunTrust Bank, Stewart Title Guaranty Company, and William E. Porter, P.C., prepared by Jackson Land Surveying, P.C., sealed and certified by Charles H. Jackson, GRLS No. 2351, dated 10/18/2015.





Doc ID: 008712500004 Type: FCD  
 Recorded: 12/06/2011 at 11:20:00 AM  
 Fee Amt: \$18.00 Page 1 of 4  
 Transfer Tax: \$0.00  
 Fayette, Ga. Clerk Superior Court  
 Sheila Studdard Clerk of Court

BK 3828 PG 679-682

After recording, return to:

Michael E. Fincher  
 Fincher & Jurkiewicz, LLP  
 12600 Deerfield Parkway, Suite 100  
 Alpharetta, GA 30004

Please cross-reference:

Deed Book 2895, Page 725

STATE OF GEORGIA  
 COUNTY OF FAYETTE

**DEED UNDER POWER OF SALE**

THIS INDENTURE, made this 6<sup>th</sup> day of December, 2011, by KS&J Governor's, Inc. (hereinafter referred to as "Borrower"), acting through Governors Corner, LLC, a Georgia limited liability company, as successor to LaSalle Bank, National Association, duly appointed agent and attorney-in-fact (hereinafter referred to as "Lender"), as party of the first part, and Governors Corner, LLC, a Georgia limited liability company, as party of the second part;

WITNESSETH:

WHEREAS, Borrower executed and delivered to LaSalle Bank, National Association, a certain Deed to Secure Debt, Security Agreement and Fixture Filing dated October 28, 2005, recorded in Deed Book 2895, Page 725, Fayette County, Georgia records; as assigned to Wells Fargo Bank, N.A., as Trustee for the Registered Holders of Merrill Lynch Mortgage Trust 2005-LC1, Commercial Mortgage Pass-Through Certificates, Series 2005-LC1, filed April 3, 2006, recorded in Deed Book 2984, Page 85, aforesaid records; as amended by Assumption Agreement by and between Christina & Roger Investment Management, Inc., and Wells Fargo Bank, N.A., as Trustee for the Registered Holders of Merrill Lynch Mortgage Trust 2005-LC1, Commercial Mortgage Pass-Through Certificates, Series 2005-LC1, dated December 21, 2007, filed December 28, 2007, recorded in Deed Book 3339, Page 443, as re-filed January 14, 2008, re-recorded in Deed Book 3345, Page 34, aforesaid records; as assigned to Governors Corner, LLC, a Georgia limited liability company, by Transfer and Assignment of Deed to Secure Debt dated as of October 6, 2011, filed for record on October 14, 2011, recorded in Deed Book 3806, Page 287, aforesaid records, collaterally assigned to Midtown Bank & Trust Company by Assignment of Deed to Secure Debt, Security Agreement and Fixture Filing and Related Documents dated October 6, 2011, filed for record October 14, 2011, recorded in Deed Book 3806, page 293, Fayette County, Georgia Records, re-assigned by Midtown Bank & Trust Company to Governors Corner LLC by Assignment of Deed to Secure Debt, Security Agreement and Fixture Filing and Related Documents dated October

27, 2011 and recorded on or about the date hereof in the aforesaid records; (as amended and/or modified from time to time, the "Security Deed"), conveying the after-described property, to secure the payment of a Note dated October 28, 2005, in the original principal amount of \$2,750,000.00 (as modified and/or amended from time to time, the "Note"); and

WHEREAS, default under the Note occurred and by reason of such default Lender elected, pursuant to the terms of the Security Deed and Note, to declare the entire principal and interest immediately due and payable; and

WHEREAS, said entire indebtedness still being in default, Lender, on behalf of Borrower, and according to the terms of the Security Deed, did advertise said property for sale once per week for four weeks in a newspaper in Fayette County, Georgia, wherein the Sheriff carries his advertisement, namely the *Fayette County News*, said dates of publication being the 9<sup>th</sup>, 16<sup>th</sup>, 23<sup>rd</sup> and the 30<sup>th</sup> of November, 2011; and

WHEREAS, said entire indebtedness still being in default, Lender, as attorney-in-fact for Borrower, did expose said property for sale at public outcry to the highest bidder for cash on the first Tuesday in December, 2011, within the legal hours of sale at the usual place for conducting Sheriff's sales in Fayette County before the Courthouse door at Fayetteville, Georgia, in said county, at which said party of the second part was the highest and best bidder at and for the sum of \$ 775,000.00 cash, and said property was then and there knocked off and sold for said sum.

NOW, THEREFORE, for and in consideration of the foregoing premises and said sum of money and by virtue of and in the exercise of the power of sale contained in the Security Deed, the party of the first part has bargained, sold, granted and conveyed, and by these presents does hereby bargain, sell, grant and convey to the party of the second part, its successors, representatives, heirs and assigns the property described on Exhibit "A" attached hereto and incorporated herein by reference.

Together with all and singular the rights, members and appurtenances thereto appertaining; also, all the estate, right, title, interest, claim or demand of Borrower, Borrower's representatives, heirs, successors and assigns, legal, equitable or otherwise whatsoever, in and to the same.

TO HAVE AND TO HOLD the said premises and every part thereof unto said party of the second part, its representatives, heirs, successors and assigns, to its own proper use, benefit and behoof in FEE SIMPLE, in as full and ample a manner as Borrower or Borrower's representatives, heirs, successors or assigns did hold and enjoy the same.

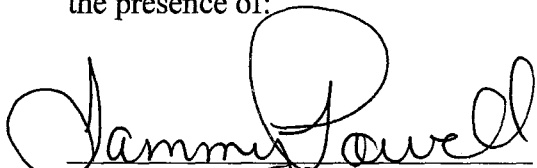
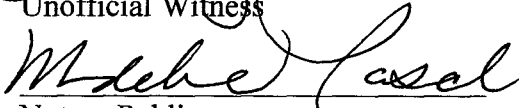
The notice requirements of O.C.G.A. § 44-14-162.2 are inapplicable because, at the time of the Borrower's execution of the Security Deed, the property was not to be used in all or part as a dwelling place by the Borrower.

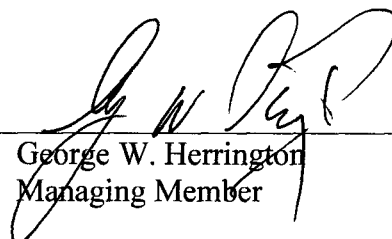
*[Intentionally left blank]*

IN WITNESS WHEREOF, Governors Corner, LLC, as Agent and Attorney-in-Fact for KS&J Governor's, Inc., has hereunto affixed its hand and seal the day and year first above written.

Signed, sealed and delivered in  
the presence of:

**GOVERNORS CORNER, LLC**, a  
Georgia limited liability company

  
Unofficial Witness  
  
Notary Public

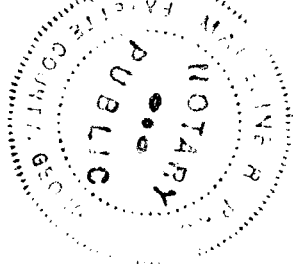
By:  (SEAL)  
George W. Herrington  
Managing Member

My Commission Expires:

3/25/13

As Attorney-in-fact for KS&J Governor's, Inc.

(NOTARIAL SEAL)



## EXHIBIT "A"

All that tract or parcel of land lying and being in Land Lot 69 of the 7th Land District of Fayette County, Georgia, and being more particularly described as follows:

Beginning at a pk nail set in asphalt at the point formed by the intersection of the northern right-of-way of Peachtree Court, a 60-foot right-of-way, and the eastern right-of-way of Georgia Highway No. 54, a 112-foot right-of-way; thence running along the eastern right-of-way of Georgia Highway No. 54 North 22 degrees 25 minutes 30 seconds East a distance of 360.30 feet to a concrete right-of-way monument found; thence continuing along said right-of-way, South 67 degrees 24 minutes 30 seconds East a distance of 9.00 feet to a concrete right-of-way monument found; thence continuing along said right-of-way, North 22 degrees 25 minutes 30 seconds East a distance of 16.00 feet to a concrete right-of-way monument found; thence continuing along said right-of-way North 67 degrees 24 minutes 30 seconds West a distance of 9.00 feet to a concrete right-of-way monument found; thence continuing along said right-of-way, North 22 degrees 25 minutes 30 seconds East a distance of 132.03 feet to an iron pin set at the point formed by the intersection of the eastern right-of-way of Georgia Highway No. 54, a 112-foot right-of-way, and the southern right-of-way of Governors Square, a 60-foot right-of-way; thence running along the southern right-of-way of Governors Square South 67 degrees 24 minutes 30 seconds East a distance of 36.37 feet to a pk nail set in asphalt; thence continuing along said right-of-way North 88 degrees 27 minutes 28 seconds East a distance of 81.99 feet to a pk nail set in asphalt; thence continuing along said right-of-way following the curvature to the right an arc distance of 36.14 feet to an iron pin found, said arc having a central angle of 001 degree 17 minutes 26 seconds, a radius of 1,604.61 feet and subtending a chord bearing North 89 degrees 08 minutes 09 seconds East a distance of 36.14 feet; thence departing said right-of-way and running South 00 degree 01 minute 32 seconds West a distance of 160.96 feet to an iron pin found; thence running North 89 degrees 53 minutes 50 seconds East a distance of 83.41 feet to an iron pin found; thence running South 00 degree 16 minutes 56 seconds West a distance of 124.52 feet to an iron pin found; thence running North 89 degrees 43 minutes 59 seconds West a distance of 125.30 feet to an iron pin set; thence running South 00 degree 16 minutes 01 second West a distance of 175.45 feet to an iron pin set on the northern right-of-way of Peachtree Court, a 60-foot right-of-way; thence running along the northern right-of-way of Peachtree Court, North 89 degrees 43 minutes 59 seconds West a distance of 302.24 feet to a pk nail set in asphalt and the Point of Beginning.

The subject tract or parcel of land contains approximately 118,064 square feet or 2.7104 acres and is fully depicted on a plat of survey entitled "Governors Walk Shopping Center" prepared by ALTA Surveying, Inc., and certified by Michael F. Lawler, Registered Land Surveyor No. 1946, dated August 26, 1998. Such plat of survey is, by this reference, incorporated herein and made a part hereof.



Doc ID: 009545560005 Type: FCD  
Recorded: 01/15/2015 at 09:05:00 AM  
Fee Amt: \$22.00 Page 1 of 5  
Transfer Tax: \$0.00  
Fayette, Ga. Clerk Superior Court  
Sheila Studdard Clerk of Court  
BK 4273 PG 180-184

Cross Reference:  
Deed Book 3085, Pages 585-595 ✓  
Deed Book 4258, Pages 480-485

Prepared by and after  
recording return to:  
Kutak Rock LLP  
Peachtree Center South Tower  
303 Peachtree Street, N.E., Suite 2750  
Atlanta, Georgia 30308  
Attention: Brian F. Hansen, Esq.

### DEED UNDER POWER OF SALE

STATE OF GEORGIA  
COUNTY OF FAYETTE

**THIS INDENTURE**, made this 6<sup>th</sup> day of January, 2015, by GUTHRIE MIROME/A  
GENERAL PARTNERSHIP COMPOSED OF HOWARD W. GUTHRIE & MIROME L.L.C.  
(hereinafter referred to as "Borrower"), acting through MIROME, L.L.C., duly appointed agent  
and attorney-in-fact-for Borrower (hereinafter referred to as "Lender") as party of the first part,  
and MIROME, L.L.C., as party of the second part:



**WITNESSETH:**

**WHEREAS,** GUTHRIE MIROME/A GENERAL PARTNERSHIP COMPOSED OF HOWARD W. GUTHRIE & MIROME L.L.C. executed that that certain Commercial Deed to Secure Debt and Security Agreement from GUTHRIE MIROME/A GENERAL PARTNERSHIP COMPOSED OF HOWARD W. GUTHRIE & MIROME L.L.C. (“Grantor”) to PEACHTREE NATIONAL BANK (“Grantee”), dated August 30, 2006, filed on August 31, 2006, and recorded in Deed Book 3085, Pages 585-595, in the Office of the Clerk of Superior Court of Fayette County, Georgia, as assigned by that certain Assignment of Note and Other Loan Documents dated November 21, 2014, from Bank of North Georgia, a Division of Synovus Bank, successor by merger to Peachtree National Bank to Mirome L.L.C. filed on December 2, 2014, and recorded in Deed Book 4258, Pages 480-485 in the office of the Superior Court of Fayette County, Georgia (the “Security Deed”), said Security Deed having been given to secure that certain Universal Note and Security Agreement dated July 10, 2014, from Guthrie Mirome, a General Partnership composed of Howard W. Guthrie & Mirome L.L.C. payable to the order of Bank of North Georgia, a div of Synovus Bank, in the original principal sum of \$512,048.87 (the “Note”);

**WHEREAS,** default under occurred under the Note and by reason of such default Lender elected, pursuant to the terms of the Security Deed and Note, to declare the entire principal and interest immediately due and payable;

**WHEREAS**, said entire indebtedness still being in default, Lender, on behalf of Borrower, and according to the terms of the Security Deed, did advertise said property for sale once a week for four weeks in a newspaper in Fayette County, Georgia, wherein the Sheriff carried the advertisement, namely the Fayette County News said dates of publication being December 10, 2014, December 17, 2014, December 24, 2014 and December 31, 2014;

**WHEREAS**, the notice of foreclosure sale as required by Georgia law in the form of a copy of the Notice of Sale under Power submitted to the publisher was provided to the Borrower and any other "Debtor" (as defined by O.C.G.A. §44-14-162.1) at least thirty days prior to the sale date of January 6, 2015; and

**WHEREAS**, Lender, as attorney-in-fact for Borrower, did expose said property for sale at public outcry to the highest bidder for cash on the first Tuesday in January, 2015, within the legal hours of sale at the usual place for conducting public sales in Fayette County, before the Courthouse door at One Center Drive, Fayetteville, Georgia, in said county, at which said party of the second part was the highest and best bidder at and for the sum of Five Hundred Fourteen Thousand Seven Hundred Ninety Two and 02/100ths Dollars (\$514,792.02), and said property was then and there knocked off and sold for said sum.

**NOW, THEREFORE**, for and in consideration of the foregoing premises and said sum of money and by virtue of and in the exercise of the power of sale contained in the Security Deed, the party of the first part has bargained, sold, granted and conveyed, and by these presents does hereby bargain, sell, grant and convey to Mirome L.L.C., its successors, representatives, heirs and assigns the property described on Exhibit "A" attached hereto and incorporated herein by reference.

TOGETHER WITH all and singular the rights, members and appurtenances thereto appertaining; also, all the estate, right, title, interest, claim or demand of Borrower, Borrower's representatives, heirs, successors and assigns, legal, equitable or otherwise whatsoever, in and to the same.

**TO HAVE AND TO HOLD** the said premises and every part thereof unto said party of the second part, its representatives, heirs, successors and assigns, to its own proper use, benefit and behoof in FEE SIMPLE, in as full and ample a manner as Borrower or Borrower's representatives, heirs, successors or assigns did hold and enjoy the same.

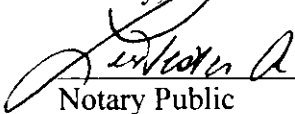
**THIS CONVEYANCE IS SUBJECT TO** (i) all unpaid taxes and/or assessments (including taxes which are a lien but not yet due and payable); (ii) all matters that would be disclosed by a current and accurate survey and inspection of the property; and (iii) all other easements, limitations, restrictions, reservations, covenants, encumbrances, assessments, liens and open indebtedness of record having priority over said Security Deed.

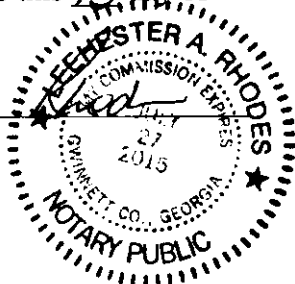
**IN WITNESS WHEREOF**, Lender, as Agent and Attorney-in-Fact for Borrower, has executed this Instrument under seal as of the day and year first above written.

Signed, sealed and delivered  
In the presence of:

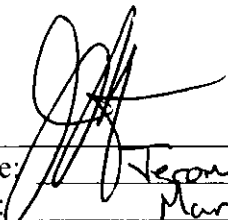
  
Unofficial Witness

Sworn to before me this 13 day of  
January, 2015.

  
Notary Public



MIROME L.L.C.

By:   
Name: Jerome F. Rossetti  
Title: Manager

[COMPANY SEAL]

**EXHIBIT "A"**

Legal Description  
Governors Square  
Building 2

All that tract or parcel of land lying and being in Land Lot 69 of the 7th District of Fayette County, Georgia and being more particularly described as follows:

To arrive at the POINT OF BEGINNING, COMMENCE at the intersection of the Southeasterly right-of-way of State Route 54 (right-of-way varies) and the South right-of-way of Governors Square (60' right-of-way); THENCE in a Easterly direction along the South right-of-way of Governors Square a distance of 153.04 feet to a 5/8" rebar; Thence leaving the right-of-way of Governors Square South 07 degrees 03 minutes 53 seconds East a distance of 88.72 feet to the POINT OF BEGINNING; THENCE South 89 degrees 25 minutes 35 seconds East a distance of 162.47 feet to a point; THENCE South 00 degrees 34 minutes 25 seconds West a distance of 58.50 feet to a point; THENCE North 89 degrees 25 minutes 35 seconds West a distance of 162.47 feet to a point; THENCE North 00 degrees 34 minutes 25 seconds East a distance of 58.50 feet to the POINT OF BEGINNING, and containing 9,504 square feet or 0.218 acre(s) of land, more or less.

Doc ID: 009591690002 Type: QCD  
 Recorded: 02/23/2015 at 03:00:00 PM  
 Fee Amt: \$12.00 Page 1 of 2  
 Transfer Tax: \$0.00  
 Fayette, Ga. Clerk Superior Court  
 Sheila Studdard Clerk of Court  
 BK **4284** PG **643-644**

When recorded return to:

Luther C. Curtis, Esq.  
 Miller & Martin PLLC  
 Suite 2100  
 1180 West Peachtree Street, N.W.  
 Atlanta, Georgia 30309

### QUITCLAIM DEED

THIS INDENTURE, made as of the 1<sup>st</sup> day of January, 2015, between **E. LAMAR SEALS, JR.**, an individual resident of the State of Georgia (hereinafter called "Grantor") and **ELS RENTAL, LLC**, a Georgia limited liability company (hereinafter called "Grantee").

WITNESSETH, Grantor for and in consideration of the sum of ONE DOLLARS (\$1.00) and other good and valuable consideration, the receipt of which is hereby acknowledged, has bargained, sold and does by these presents bargain, sell, remise, release, and forever quitclaim to Grantee all the right, title, interest, claim or demand which Grantor has or may have had in and to all that tract of land, if any, described on Exhibit A, attached hereto and made a part hereof.

Together with all the rights, members and appurtenances to the said described premises in anywise appertaining or belonging.

TO HAVE AND TO HOLD the said described premises unto Grantee, so that neither Grantor nor any other person or persons claiming under Grantor shall at any time, claim or demand any right, title or interest to the aforesaid described premises or its appurtenances.

(The words "Grantor" and "Grantee" include all genders, plural and singular, and their respective heirs, successors and assigns where the context permits.)

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

Signed, sealed and delivered in the presence of:

Beth Brown

Witness

GRANTOR:

E. Lamar Seals, Jr. (SEAL)  
 E. LAMAR SEALS, JR.

Suzanne M. Gorsky  
 Notary Public

My Commission Expires  
July 2, 2017  
 Notary Public  
 Fayette County, GA  
 12856279v



Exhibit "A"

All that tract or parcel of land lying and being in Land Lot 69, of the 7<sup>th</sup> District of Fayette County, Georgia and being more particularly described as follows:

To arrive at the Point of Beginning, commence at the intersection of the southwest right of way of Governor's Square (60' R/W) with the southeasterly side of State Route 54, said point of intersection being 60 feet southeast of the existing centerline of State Route 54; thence in a southeasterly and easterly direction along the southerly right of way of Governor's Square for a distance of 153.04 feet to the northwest corner of Tract 3 of Governor's Square Condominium; thence S 65° 31' 55" E for a distance of 233.37 feet to the Point of Beginning; thence S 89° 51' 59" E for a distance of 113.01 feet to a point; thence S 00° 08' 01" W for a distance of 53.50 feet to a point; thence N 89° 51' 59" W for a distance of 113.01 feet to a point; thence N 00° 08' 01" E for a distance of 53.50 feet to the Point of Beginning.,

Said tract or parcel of land containing 0.139 acres of land and being the same as shown on a plat by Koons, Wood, Moore, and Shimshick for Seals Communication Corporation dated October 17, 1989. Said plat of survey is, by this reference, incorporated in and made a part hereof.

FILED & RECORDED  
FAYETTE COUNTY, GA.  
99 APR 26 PM 12 06  
W.A. BALLARD, CLERK

99-167

JOHN C. MCGINN, P.C.  
510 NORTHLAKE DRIVE  
PEACHTREE CITY, GEORGIA 30269

WARRANTY DEED

STATE OF GEORGIA

COUNTY OF FAYETTE

FAYETTE COUNTY, GEORGIA  
REAL ESTATE TRANSFER TAX 1.00  
PAID  
DATE 4-26-99  
W.A. Ballard  
CLERK OF SUPERIOR COURT

This Indenture made this 19th day of April, in the year One Thousand Nine Hundred Ninety-Nine, between RAVIN HOMES, INC., of the County of FAYETTE, State of Georgia, as party or parties of the first part, hereinafter called Grantor, and MIROME, L.L.C., as party or parties of the second part, hereinafter called Grantee (the words "Grantor" and "Grantee" to include their respective heirs, successors and assigns where the context requires or permits).

WITNESSETH that: Grantor, for and in consideration of the sum of TEN AND 00/100'S (\$10.00) Dollars and other good and valuable considerations in hand paid at and before the sealing and delivery of these presents, the receipt whereof is hereby acknowledged, has granted, bargained, sold, aliened, conveyed and confirmed, and by these presents does grant, bargain, sell, alien, convey and confirm unto the said Grantee,

ALL THAT TRACT OR PARCEL OF LAND LYING AND BEING IN LAND LOT 69 OF THE 7TH DISTRICT, FAYETTE COUNTY, GEORGIA, BEING TRACT 3 OF GOVERNOR SQUARE CONDOMINIUM, AND BEING MORE PARTICULARLY DESCRIBED ON EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF BY REFERENCE.

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

AND THE SAID Grantor will warrant and forever defend the right and title to the above described property unto the said Grantee against the claims of all persons whomsoever.

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

Signed, sealed and delivered in the presence of:

Witness  
Notary Public  
JOHN C. MCGINN  
NOTARY  
EXPIRES  
GEORGIA  
FEB 20, 2000  
PUBLIC  
FAYETTE COUNTY

RAVIN HOMES, INC.  
BY: V. MICHAEL ROSSETTI  
TITLE: PRESIDENT  
BOOK 1378 PAGE 321  
(Seal)

BOOK 1378 PAGE 322

ALL THAT TRACT OR PARCEL OF LAND LYING AND BEING IN LAND LOT 69 OF THE 7TH DISTRICT, FAYETTE COUNTY, GEORGIA, BEING TRACT 3 OF GOVENOR SQUARE CONDOMINIUM, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS;

BEGINNING AT THE INTERSECTIONS OF GEORGIA HIGHWAY 54 (R/W VARIES) AND GOVENORS SQUARE (60' R/W) 236.11' FEET EAST ALONG SOUTH R/W OF GOVENORS SQUARE TO A POINT ON THE NORTHWESTERNLY CORNER OF TRACT 3, THENCE RUNNING S 82 09' 41" E, A DISTANCE OF 622.50' FEET TO A POINT, AND BEING THE TRUE POINT OF BEGINNING, THENCE RUNNING N 89 32' 02" E, A DISTANCE OF 138.09' FEET TO A POINT, THENCE RUNNING S 00 27' 58" E, A DISTANCE OF 65.00' FEET TO A POINT, THENCE RUNNING S 89 32' 02" W, A DISTANCE OF 138.09' FEET TO A POINT, THENCE RUNNING N 00 27' 58" W, A DISTANCE OF 65.00' FEET TO A POINT, AND BEING THE TRUE POINT OF BEGINNING.

FILED & RECORDED  
FAYETTE COUNTY, GA.  
01 MAR 5 PM 1 15  
SHEILA STUDDARD, CLERK

QUITCLAIM DEED

STATE OF GEORGIA                      COUNTY OF FAYETTE

THIS INDENTURE, Made the 2nd day of March, in the year TWO THOUSAND, between RAVIN HOMES, INC., of the County of FAYETTE, and the State of GEORGIA, as party or parties of the first part, hereinafter called Grantor, and MIROME, LLC of the county of FAYETTE, and the State of Georgia, as party or parties of the second part, hereinafter called Grantee (the words "Grantor" and Grantee" to include their respective heirs, successors and assigns where the context requires or permits).

WITNESSETH that : Grantor, for and in consideration of the sum of one dollar (\$1.00) and other valuable considerations in hand paid at and before the sealing and delivery of these presents, the receipt whereof is hereby acknowledged, by these presents does hereby remise, convey and forever QUITCLAIM unto the said Grantee,

ALL THAT TRACT OR PARCEL OF LAND LYING AND BEING IN LAND LOT 69, 7TH DISTRICT, FAYETTE COUNTY, GEORGIA, BEING TRACT 2 OF GOVERNOR'S SQUARE CONDOMINIUM, AND BEING SHOWN AS BUILDING 9 ON PLAT OF SURVEY PREPARED FOR RAVIN HOMES BY W.D. GRAY AND ASSOCIATES, INC., DATED 1/26/01, REVISED ON 1/30/01 AND BEING FURTHER DESCRIBED AS FOLLOWS:

THE POINT OF BEGINNING IS MARKED BY A POINT LOCATED ON THE NORTHERLY RIGHT OF WAY OF GOVERNORS SQUARE (60 FOOT RIGHT OF WAY); SAID POINT BEING 783.03 FEET EASTERLY FROM THE INTERSECTION OF THE RIGHT OF WAY OF STATE ROUTE 54 AND THE NORTHERLY RIGHT OF WAY OF GOVERNOR'S SQUARE; FROM SAID POINT OF BEGINNING LEAVING THE RIGHT OF WAY OF GOVENORS SQUARE RUN NORTH 00 DEGREES 00 MINUTES 00 SECONDS EAST 150.97 FEET TO A POINT; THENCE RUNNING SOUTH 89 DEGREES 39 MINUTES 37 SECONDS EAST 261.93 FEET TO A POINT; THENCE RUNNING SOUTH 00 DEGREES 04 MINUTES 52 SECONDS WEST 147.34 FEET TO POINT; THENCE RUNNING ALONG THE NORTHERLY RIGHT OF WAY OF GOVENOR'S SQUARE SOUTH 89 DEGREES 32 MINUTES 39 SECONDS WEST 261.73 FEET TO THE POINT OF BEGINNING.

FAYETTE COUNTY, GEORGIA  
REAL ESTATE TRANSFER TAX      1.00  
PAID  
DATE      3-8-01  
            Sheila Studdard  
CLERK OF SUPERIOR COURT

TO HAVE AND TO HOLD the said described premises to grantee, so that neither grantor nor any person or persons claiming under grantor shall at any time, by any means or ways, have, claim or demand any right to title to said premises or appurtenances, or any rights thereof.

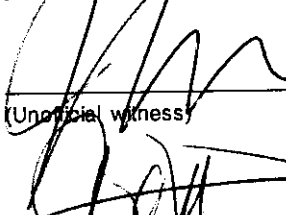
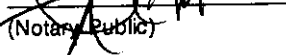
IN WITNESS WHEREOF, the Grantor has signed and sealed this deed, the day and year first above written.

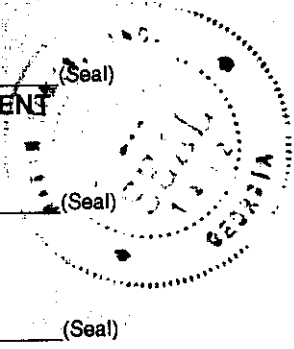
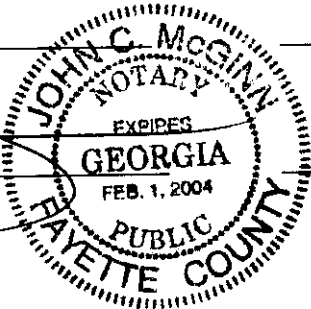
BOOK 1595 PAGE 310

RAVIN HOMES, INC.

  
V. MICHAEL ROSSETTI, PRESIDENT

Signed, sealed and delivered in the presence of

  
(Unofficial witness)  
  
(Notary Public)



FILED & RECORDED  
FAYETTE COUNTY, GA.

'99 SEP 21 PM 12 17

W.A. BALLARD, CLERK

The Space Above This Line is for Recordation Purposes Only!!

R990898

Prepared by and Return to:  
MARVIN H. ZION, ESQUIRE  
ZION, TARLETON & SISKIN, P.C.  
Building 11, Suite 2  
2191 Northlake Parkway  
Tucker, Georgia 30084

STATE OF GEORGIA  
COUNTY OF FAYETTE

QUIT-CLAIM DEED

FAYETTE COUNTY, GEORGIA  
TRANSFER TAX 1.00  
[Signature]  
CLERK OF SUPERIOR COURT

THIS INDENTURE, made this 17 day of September, 1999, between RAVIN HOMES, INC., a Georgia corporation, as Party or Parties of the First Part, hereinafter called Grantor, and MIROME, L.L.C., a Georgia corporation, as Party or Parties of the Second Part, hereinafter called Grantee, (the words "Grantor" and "Grantee" to include their respective heirs, successors and assigns where the context requires or permits).

WITNESSETH:

That the said Grantor, for and in consideration of the sum of One Dollar (\$1.00) and other valuable consideration, cash in hand paid, the receipt of which is hereby acknowledged, has bargained, sold, and does by these presents bargain, sell, remise, release, and forever quit-claim to the said Grantee, all the right, title, interest, claim or demand which the said Grantor has or may have had in and to the following described property:

All that tract or parcel of land lying and being in Land Lot 69 of the 7<sup>th</sup> District, Fayette County, Georgia and being 3.880 acres together with a 50 foot right of way containing .174 acres, running from Governors Square (60 foot right of way) northerly to the 3.880 acre tract as shown on a final plat of Governor's Square Office Park, as per plat recorded in Plat Book 31, Page 142, Fayette County, Georgia records, said plat being incorporated herein by reference and more particularly described as follows:

BEGINNING at a point on the northerly right of way of Goveners Square (60 foot right of way) said point being located South 89 degrees 06 minutes 30 seconds East, a distance of 793.67 feet from the intersection formed by the northerly right of way line of Goveners Square and the center line of Georgia Highway 54 and being measured along the northerly right of way line of Goveners Square; thence North 89 degrees 32 minutes 20 seconds East, along the northerly right of way of Goveners Square a distance of 50.00 feet to a



point; thence North 00 degrees 00 minutes 00 seconds West, a distance of 150.97 feet to a point; thence South 89 degrees 40 minutes 13 seconds East, a distance of 261.93 feet to a ½ inch iron pin placed; thence North 00 degrees 05 minutes 37 seconds East, a distance of 543.75 feet to a ½ inch iron pin found; thence North 89 degrees 35 minutes 13 seconds West, a distance of 309.53 feet to a ½ inch iron pin found; thence South 00 degrees 21 minutes 42 seconds West, a distance of 414.43 feet to a point; thence South 00 degrees 17 minutes 54 seconds West, a distance of 129.77 feet to a ½ inch iron pin found; thence South 00 degrees 00 minutes 00 seconds West, a distance of 151.67 feet to the northerly right of way of Goveners Square and the point of beginning, said courses and distances be taken from a survey prepared for Ravin Homes, Inc., prepared by Delta Surveyors, dated September 9, 1999, marked project no. 99-0953, bearing the seal of Ronald T. Godwin, GRLS No. 2696.

with all the rights, members and appurtenances to the said described premises in anywise appertaining or belonging.

TO HAVE AND TO HOLD the said described premises unto the said Grantee, so that neither the said Grantor, nor any other person claiming under Grantor shall at any time, claim or demand any right, title or interest to the aforesaid described premises or its appurtenances.

IN WITNESS WHEREOF, the said Grantor has caused this instrument to be signed by its officer and its corporate seal to be thereto attached.

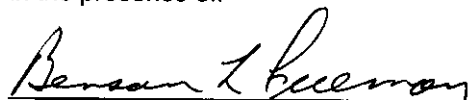
RAVIN HOMES, INC., a Georgia corporation

By:   
V. MICHAEL ROSSETTI, President

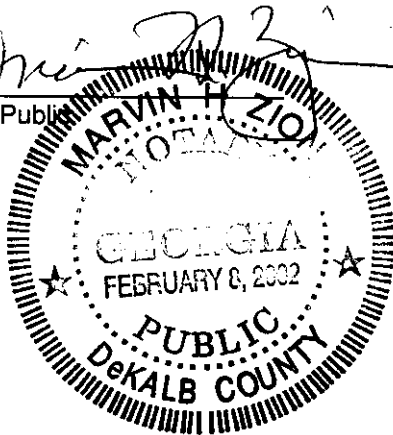
(CORPORATE SEAL)



Signed, sealed and delivered  
in the presence of:

  
Witness

Notary Public



BOOK 1431 PAGE 689

RECORDING OFFICE, PLEASE RETURN TO:  
Bischoff & White, P.C.  
118 Governor's Square, Suite A  
Fayetteville, GA 30215

FILED & RECORDED  
FAYETTE COUNTY, GA.  
'99 JUL 16 PM 1 21  
W.A. BALLARD, CLERK

STATE OF GEORGIA  
COUNTY OF FAYETTE

**WARRANTY DEED**

THIS INDENTURE is made as of **August 31, 1998**, between **RAVIN HOMES, INC.**, a Corporation, (hereinafter referred to as "Grantor") and **MIROME, LLC**, a Limited Liability Company, of the State of Georgia and the County of Fayette ( hereinafter referred to as "Grantee") ("Grantor" and "Grantee" to include their respective successors, legal representatives and assigns where the context requires or permits).

**WITNESSETH**

GRANTOR, in consideration of the sum of Ten and No/100 Dollars (\$10.00) and other valuable consideration, the receipt and sufficiency whereof are hereby acknowledged, has granted, bargained, sold, aliened, conveyed and confirmed, and does hereby grant, bargain, sell, alien, convey and confirm unto Grantee all that tract or parcel of land lying, in Fayette County, Georgia and being described as follows:

Legal description attached as **Exhibit "A"** for a more complete and accurate legal description and incorporated by this reference. Subject to all easements, right-of-ways, appurtenances, or rights appertaining or in anywise belonging thereto including, without limitation, easements, restrictions, and covenants attached as **Exhibit "B"** or of record and incorporated herein by reference.

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

AND THE SAID Grantor will warrant and forever defend the right and title to the above described property unto the said Grantee against the claims of all persons whomsoever.

IN WITNESS WHEREOF, Grantor has hereunto set grantor's hand and seal this day and year first above written.

Signed, sealed and delivered in the presence of:

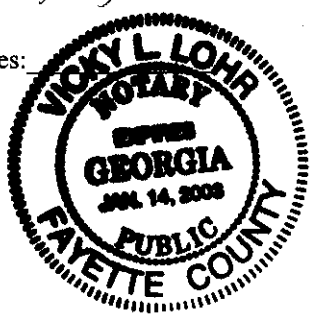
FAYETTE COUNTY, GEORGIA  
REAL ESTATE TRANSFER TAX 46.70  
PAID \_\_\_\_\_  
DATE 7-16-99  
*W.A. Ballard*  
CLERK OF SUPERIOR COURT

*[Signature]*  
\_\_\_\_\_  
Unofficial Witness

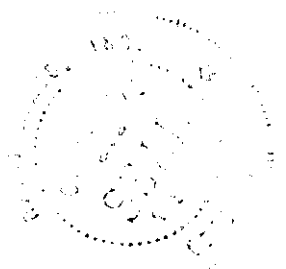
*[Signature]*  
\_\_\_\_\_  
Notary Public

RAVIN HOMES, INC.  
*[Signature]*  
\_\_\_\_\_  
Grantor  
Chief Executive Officer

My Commission Expires:



(SEAL)



BOOK 1408 PAGE 682

## EXHIBIT A

All that tract or parcel of land lying and being in Land Lot 69 of the 7th District of Fayette County, Georgia, and being more particularly described as follows:

TO FIND THE POINT OF BEGINNING, commence at a rock corner located at the common intersection of Land Lots 59, 60, 69, and 70; thence proceed North 89 degrees 35 minutes 21 seconds West along the Northerly boundary of Land Lot 69 a distance of 1,792.91 feet to an iron pin; thence proceed South 00 degrees 24 minutes 39 seconds West a distance of 414.40 feet to an iron pin; thence proceed South 89 degrees 43 minutes 04 seconds East a distance of 103.39 feet to an iron pin; thence proceed South 00 degrees 19 minutes 55 seconds west a distance of 130.00 feet to an iron pin and the POINT OF BEGINNING; thence proceed South 89 degrees 39 minutes 37 seconds East a distance of 312.15 feet to a point; thence proceed South 00 degrees 04 minutes 52 seconds West a distance of 359.35 feet to an iron pin; thence proceed North 89 degrees 55 minutes 08 seconds West a distance of 832.43 feet to a point; thence proceed North 00 degrees 14 minutes 47 seconds East a distance of 159.51 feet to a point; thence proceed west along the the South right of way of Governors Square a distance forming an arc: 117.75 feet to a point; thence proceed South 88 degrees 15 minutes 57 seconds a distance of 81.99 feet to a point; thence proceed North 67 degrees 45 minutes 59 seconds a distance 36.37 feet to a point; thence proceed North 22 degrees 14 minutes 01 seconds East a distance of 207.93 feet to a point; thence proceed South 89 degrees 39 minutes 37 seconds East a distance of 675.45 feet to the point of beginning, being shown as Tract 1, Tract 3 and part of Tract 2 on plat of survey Governors Square Condominium prepared for Ravin Homes by Koons Wood & Associates as revised October 23, 1992.

LESS AND EXCEPT the following described tracts or parcels of land:

All that tract or parcel of land lying and being in Land Lot 69 of the 7th District of Fayette County, Georgia, being Building 1 of Governors Square Condominium as more particularly described in that certain Warranty Deed from Lawler and Lawler, Inc., a/k/a Lawler & Lawler, Inc., to John W. Lawler, dated April 2, 1987, recorded April 16, 1987 in Deed Book 441, Page 658, Fayette County, Georgia Records, which Warranty Deed with its therein contain legal description is incorporated herein by this reference.

ALSO:

All that tract or parcel of land lying and being in Land Lot 69 of the 7th District of Fayette County, Georgia, being a tract containing 0.139 Acres as more particularly described in that certain Warranty Deed from Lawler & Lawler, Inc., to Emmett Lamar Seals, III, dated May 31, 1990, recorded June 15, 1990 in Deed Book 608, Page 653, Fayette County, Georgia Records, which Warranty Deed with its therein contained legal description is incorporated herein by this reference.

ALSO:

All that tract or parcel of land lying and being in Land Lot 69 of the 7th District of Fayette County, Georgia, being a 60 foot Right of Way for Governors Square as more particularly described in that certain Warranty Deed from Lawler & Lawler, Inc., to Fayette County Georgia, dated June 12, 1992, recorded July 28, 1992 in Deed Book 736, Page 734, Fayette County, Georgia Records, which Warranty Deed with its therein contained legal description is incorporated herein by this reference.

1. Taxes and special assessments for the year 1996, and subsequent years, not yet due and payable.

2. Terms, provisions, restrictions, and conditions contained in Declaration of Condominium in Deed Book 439, at Page 120 among the deed records of Fayette, Georgia. The Company insures that said restrictive covenants have not been violated and that a future violation will not cause a forfeiture or reversion of title.

3. Easement agreement for Telephone equipment and maintenance, as recorded in Deed Book 413, at Page 120, among the deed records of Fayette, Georgia, but this policy insures that said Easement has no encroachments thereon and has not been violated and that an encroachment or violation thereof will not cause a forfeiture or reversion of title.

4. Easement agreement for Telephone equipment and maintenance, as recorded in Deed Book 416, at Page 779, among the deed records of Fayette, Georgia, but this policy insures that said Easement has no encroachments thereon and has not been violated and that an encroachment or violation thereof will not cause a forfeiture or reversion of title.

5. Easement agreement for Telephone equipment and maintenance, as recorded in Deed Book 416, at Page 779, among the deed records of Fayette, Georgia, but this policy insures that said Easement has no encroachments thereon and has not been violated and that an encroachment or violation thereof will not cause a forfeiture or reversion of title.

6. Easement agreement for Telephone equipment and maintenance, as recorded in Deed Book 531, at Page 155, among the deed records of Fayette, Georgia, but this policy insures that said Easement has no encroachments thereon and has not been violated and that an encroachment or violation thereof will not cause a forfeiture or reversion of title.

Doc ID: 008732320002 Type: ESTD  
Recorded: 12/22/2011 at 10:00:00 AM  
Fee Amt: \$12.00 Page 1 of 2  
Transfer Tax: \$0.00  
Fayette, Ga. Clerk Superior Court  
Sheila Studdard Clerk of Court  
BK **3835** PG **267-268**

Return to:  
Warner, Hooper & Ramsey  
900 Westpark Drive - Suite 210  
Peachtree City, Georgia 30269

STATE OF GEORGIA  
COUNTY OF FAYETTE

**DEED PREPARED WITHOUT  
TITLE EXAMINATION**

**EXECUTOR'S DEED**

THIS INDENTURE, made this the 20<sup>th</sup> day of December, 2011, between JESSE HAVIS SMITH, AS EXECUTOR UNDER THE LAST WILL AND TESTAMENT OF ROBERT DOUGLAS BURCHER, SR., late of the State of Georgia, and County of Fayette, deceased, of the First Part, (hereinafter called "Grantor") and ROBERT DOUGLAS BURCHER, JR. (hereinafter called "Grantee"); the words "Grantor" and "Grantee" to include their respective heirs, successors and assigns where the context requires or permits:

**WITNESSETH:**

That the said Grantor, acting under and by virtue of the power and authority contained in the said Will, the same having been duly probated and recorded in the Probate Court of Fayette County, Georgia, to assent to the devise in said Will, has granted, transferred and conveyed, and by these presents does grant, transfer, and convey unto the said Grantee, any and all of decedent's interest in the following described property:

All that tract or parcel of land lying and being in Land Lot 69 of the 7th Land District of Fayette County, Georgia, and being known as Building 1 of Governors Square Condominium as depicted on a plat of survey entitled "Governors Square Condominium" prepared for Lawler and Lawler, Inc. by Koons, Wood and Associates, dated March 2, 1987, and recorded in



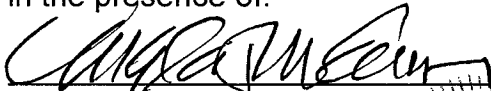
Condominium Plat Book 1, page 32, Fayette County, Georgia Records, and recorded in Condominium Plat Book 1, Page 33, Fayette County, Georgia records. Also conveyed herewith is an undivided interest in the common areas and elements as identified and defined on the aforesaid plat of survey and in the Declaration of condominium as recorded in Deed Book 439, Page 120, Fayette County, Georgia Records. Such plat of survey and the Declaration of Condominium are, by this reference, incorporated in and made a part hereof.

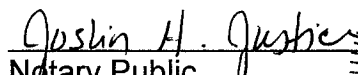
Also conveyed herewith is a non-exclusive easement for ingress and egress to and from the building herein conveyed, over, through and across a sixty (60') foot private right-of-way identified as "Governors Square" on the aforesaid plat of survey. This easement shall exist until such time as the roadway is dedicated to, and accepted by, Fayette County, Georgia, for the use of the general public. Also conveyed to the grantee, his heirs, successors and assigns, is a non-exclusive easement through and across such roadway for the purpose of installing and maintaining such underground utility lines, systems, and conduits as are deemed necessary by the grantee and/or an public or private utility company.

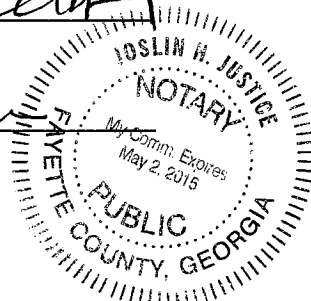
TO HAVE AND TO HOLD the said tract or parcel of land, with all and singular the rights, members and appurtenances thereof, to the same being, belonging, or in anywise appertaining, to the only proper use, benefit and behoof of the said Grantee forever, IN FEE SIMPLE, in as full and ample a manner as the same was held, possessed and enjoyed, or might have been held, possessed and enjoyed by the said deceased.

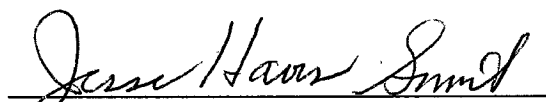
IN WITNESS WHEREOF, Grantor herein has hereunto set his hand and seal, the day and year first above written.

Signed, sealed and delivered  
in the presence of:

  
Unofficial witness

  
Notary Public



 (SEAL)  
Jesse Havis Smith, Executor under the  
Last Will and Testament of Robert  
Douglas Burcher, Sr.

AFTER RECORDING RETURN TO:

SLEPIAN & SCHWARTZ, LLC  
42 EASTBROOK BEND  
PEACHTREE CITY, GA 30269

Doc ID: 007860460001 Type: GLR  
Filed: 07/29/2008 at 09:00:00 AM  
Fee Amt: \$14.00 Page 1 of 1  
Transfer Tax: \$0.00  
Fayette, Ga. Clerk Superior Court  
Sheila Studdard Clerk of Court  
BK 3425 PG 493

## WARRANTY DEED

STATE OF GEORGIA

COUNTY OF FAYETTE

THIS INDENTURE, made this 24th day of July, 2008, between MATHEW J. AUTERA, as party or parties of the first part, hereinafter called Grantor, and AUTERA PROPERTIES, INC., as party or parties of the second part, hereinafter called Grantee (the words "Grantor" and "Grantee" to include their respective heirs, successors and assigns where the context requires or permits).

WITNESSETH that: Grantor, for and in consideration of the sum of Ten and 00/100 Dollars (\$10.00) and other good and valuable considerations in hand paid at and before the sealing and delivery of these presents, the receipt whereof is hereby acknowledged, has granted, bargained, sold, aliened, transferred, conveyed and confirmed, and by these presents does grant, bargain, sell, alien, transfer, convey and confirm unto the said Grantee, the following property, to wit:

**ALL THAT TRACT OR PARCEL OF LAND LYING AND BEING IN LAND LOT 69 OF THE 7TH DISTRICT OF FAYETTE COUNTY, GEORGIA AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:**

BEGINNING AT AN IRON PIN ON THE NORTHERLY RIGHT OF WAY LINE OF SAID LAND LOT 69, AT ITS POINT OF INTERSECTION WITH THE EASTERLY RIGHT OF WAY LINE OF STATE HIGHWAY 54; FROM SAID POINT OF BEGINNING, RUNNING THENCE SOUTH 89 DEGREES EAST ALONG THE NORTH LAND LOT LINE OF SAID LAND LOT 69 A DISTANCE OF 120 FEET TO AN IRON PIN; RUNNING THENCE SOUTH 1 DEGREE WEST A DISTANCE OF 120 FEET TO AN IRON PIN; RUNNING THENCE NORTH 89 DEGREES WEST A DISTANCE OF 412.3 FEET TO THE EASTERLY RIGHT OF WAY LINE OF STATE HIGHWAY NO. 54; RUNNING THENCE NORTH 21 DEGREES 21 MINUTES 30 SECONDS EAST A DISTANCE OF 128 FEET TO THE POINT OF BEGINNING; CONTAINING 1.074 ACRES OF LAND, ACCORDING TO THE PLAT OF SURVEY BY LUM C. HALL, SURVEYOR, ENTITLED "PROPERTY OF ABON BROWN", DATED 26 APRIL 1972.

Subject to all easements and restrictions of record.

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


AND THE SAID Grantor will warrant and forever defend the right and title to the above described property unto the said Grantee against the claims of all persons whomsoever.

IN WITNESS WHEREOF, Grantor has hereunto set Grantor's hand and seal this day and year first above written.

Signed, sealed and delivered in the presence of:

  
Witness

  
MATHEW J. AUTERA

  
Notary Public  
My commission expires

QUITCLAIM DEED

STATE OF GEORGIA

COUNTY OF FAYETTE

THIS INDENTURE made this 5TH day of June, in the year one thousand nine hundred ninety, between

RAVIN HOMES EMPLOYEE PENSION

of the County of Fayette, and State of Georgia, as party or parties of the first part, hereinafter called Grantor, and

V. MICHAEL ROSSETTI, AS TRUSTEE OF THE RAVIN HOMES, INC. EMPLOYEE PENSION PLAN

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

WITNESSETH that: Grantor, for and in consideration of the sum of ten dollars (\$10.00) and other valuable considerations in hand paid at and before the sealing and delivery of these presents, the receipt whereof is hereby acknowledged, by these presents does hereby remise, convey and forever QUITCLAIM unto the said grantee

All that tract or parcel of land lying and being in Land Lot 69 of the 7th Land District of Fayette County, Georgia, and being more particularly described in Exhibit "A" attached hereto and incorporated herein by reference.

This Quitclaim Deed is given for the purpose of correcting title to the above-described property.

GEORGIA, FAYETTE COUNTY  
Filed and Recorded this 7th day  
of June, 1990 10:00 A.M.  
Book 607, Page 390  
W. A. Ballard Clerk

TO HAVE AND TO HOLD the said described premises to grantee, so that neither grantor nor any person or persons claiming under grantor shall at any time, by any means or ways, have, claim or demand any right or title to said premises or appurtenances, or any rights thereof.

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

Signed, sealed and delivered in the presence of:

RAVIN HOMES EMPLOYEE PENSION

By: V. Michael Rossetti, Trustee

(Unofficial Witness)

Notary Public

(Date)

My Commission Expires: 10/3/92

(Seal)

(Seal)

(Seal)

LEGAL DESCRIPTION

All that tract or parcel of land lying and being in Land Lot 69 of the 7th Land District of Fayette County, Georgia, being more particularly described as follows:

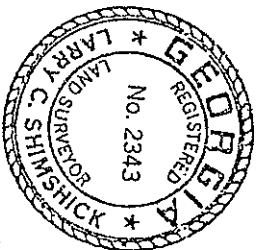
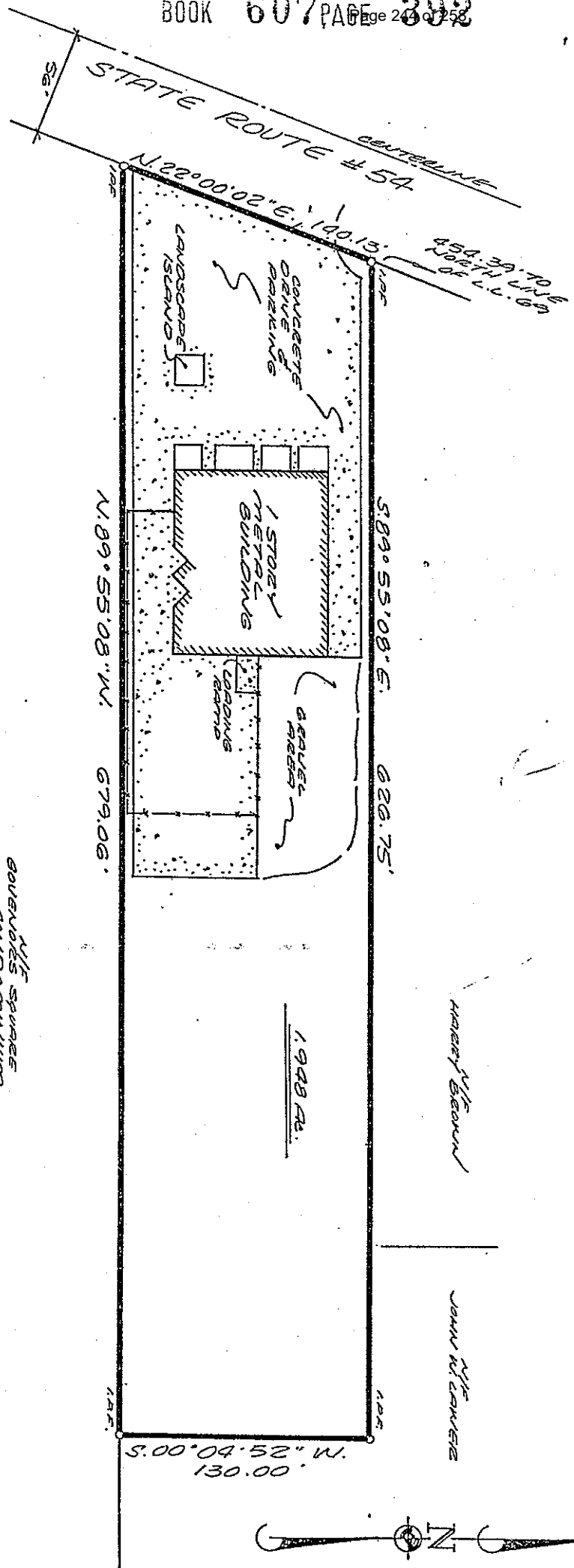
Beginning at an iron pin located on the existing southeasterly right-of-way of Georgia State Route No. 54 (being a 112-foot right-of-way), which iron pin is located 454.39 feet southwest of the intersection of said right-of-way with the north line of Land Lot 69, as measured along said right-of-way; and which beginning point is also the southwest corner of property now or formerly owned by Harry Brown; running thence south 89 degrees 55 minutes 08 seconds east along the southern boundary of said property now or formerly owned by Harry Brown 626.75 feet to an iron pin; running thence south 00 degrees 04 minutes 52 seconds west 130.00 feet to an iron pin; running thence north 89 degrees 55 minutes 08 seconds west along the north boundary of property now or formerly owned by Governors Square Condominium 679.06 feet to an iron pin located on the existing southeasterly right-of-way of State Route 54; running thence north 22 degrees 00 minutes 02 seconds east along said right-of-way 140.13 feet to the point of beginning; said tract containing 1.948 acres and having a one-story metal building and parking areas located thereon; as per plat prepared for V. Michael Rossetti, as Trustee of the Ravin Homes, Inc. Employee Pension Plan, dated December 5, 1989, revised May 21, 1990, prepared by Larry C. Shimshick, Registered Land Surveyor, Certificate No. 2343, Job No. 870268, a copy of which plat is attached hereto as Exhibit "A-1" and incorporated herein by reference; and said plat being recorded in Plat Book 21, Page 58, Fayette County Records.

Exhibit "A"

PREPARED FOR:  
J. MICHAEL ROSSETTI, AS TRUSTEE OF  
THE ROVIN HOMES, INC. EMPLOYEE  
PENSION PLAN

LAND LOT 63, THE DISTRICT  
OF FAYETTE COUNTY, GEORGIA  
SCALE: 1" = 50'; DATE: 12-5-89  
REV: 5-21-90

THE  
BOULEVARD SQUARE  
CONDOMINIUM



In my opinion, this property does not  
lie within a flood hazard area accord-  
ing to the latest HUD flood plain map.

Larry C. Shimshick, R. L. S.

In my opinion this plat is a correct  
representation of the land platted and  
has been prepared in conformity with  
the minimum standards and require-  
ments by law.

**koons wood**  
**moore shimshick**

consulting engineers • surveyors • planners

P.O. BOX 2627

487-9805

GEORGIA

PEACHTREE CITY

30269

487-9220



## STATE OF GEORGIA,

County of Fulton

THIS INDENTURE, made this 18th day of August,  
 in the year of our Lord One Thousand Nine Hundred and Ninety-two, between  
HARRY BROWN AND DORIS V. BROWN  
 of the County of FAYETTE and State of GEORGIA, hereinafter referred to as GRANTOR,  
 and PTC PROPERTIES, INC., a Georgia corporation,  
 of the County of \_\_\_\_\_ and State of \_\_\_\_\_, hereinafter referred to as GRANTEE,

WITNESSETH, that the Grantor, for and in consideration of the sum of Ten Dollars and other good and valuable considerations, in hand paid at and before the sealing and delivery of these presents, the receipt whereof is hereby acknowledged, has granted, bargained, sold and conveyed, and by these presents does grant, bargain, sell and convey unto Grantee and Grantee's heirs and assigns, all the following described property, to wit:

ALL THAT TRACT OR PARCEL OF LAND lying and being in Land Lot 69 of the 7th District, Fayette, County, Georgia, and being more particularly described as follows as per survey dated January 25, 1989, revised August 5, 1992, prepared by Larry C. Shimshick, RLS No. 2343, for PTC Properties, Inc. and Metro Bank:

To find the TRUE POINT OF BEGINNING, commence at the intersection of the common boundary line of Land Lots 69 and 70 with the easterly right-of-way of Georgia Highway 54; run thence in a southwesterly direction along the right-of-way of Georgia Highway 54 a distance of 256.84 feet to the TRUE POINT OF BEGINNING; from said TRUE POINT OF BEGINNING, run thence south 88 degrees 42 minutes 38 seconds east a distance of 439.86 feet to a point marked by an iron pin found; run thence south 02 degrees 07 minutes 24 seconds east a distance of 175.66 feet to a point marked by an iron pin found; run thence north 89 degrees 42 minutes 27 seconds west a distance of 521.22 feet to a point along the easterly right-of-way of Georgia Highway 54 marked by an iron pin; run thence along said right-of-way north 22 degrees 17 minutes 59 seconds east a distance of 197.55 feet to a point marked by an iron pin, which point is the TRUE POINT OF BEGINNING.

FAYETTE COUNTY, GEORGIA  
 REAL ESTATE TRANSFER TAX  
 PAID 230.00  
 DATE 8-21-92  
W.A. Ballard  
 CLERK OF SUPERIOR COURT

FILED & RECORDED  
 FAYETTE COUNTY, GA.

'92 AUG 21 AM 10 56

W.A. BALLARD  
 CLERK OF SUPERIOR COURT

TO HAVE AND TO HOLD, the said bargained premises, together with all and singular the rights, members and appurtenances thereof, to the same being, belonging or in anywise appertaining, to the only proper use, benefit and behoof of Grantee herein, Grantee's heirs and assigns, forever in Fee Simple.

And the said Grantor, for Grantor's heirs, executors and administrators, will warrant and forever defend the right and title to the above described property unto the said Grantee, Grantee's heirs and assigns, against the claims of all persons whomsoever.

"Grantor" and "Grantee" are used for singular or plural, as context requires.

IN WITNESS WHEREOF, the said Grantor has hereunto set Grantor's hand and seal, the day and year first above written.

Signed, sealed and delivered  
 in the presence of:

Witness

Notary Public, Fulton County, Georgia.  
 My Commission Expires September 19, 1994

(NOTARY SEAL)

HARRY BROWN

GRANTOR

DORIS V. BROWN

GRANTOR

BOOK 742 PAGE 791

Book: 742 Page: 791 Seq: 1

## STATE OF GEORGIA

FAYETTE

County.

THIS INDENTURE, Made this 13th day of July in the year of our Lord  
One Thousand, Nine Hundred and ninety-Three, between WILLIAM C. HARE and MARIE C. HARE,  
husband and wife,

of the County of Fayette and State of Georgia of the first part, and

ROBERT CARAWAN and EDWARD T. HOUGHTON  
of the County of Fayette and State of Georgia, of the second part.

WITNESSETH, That the said part y of the first part, for and in consideration of the sum of  
other valuable consideration and TEN (\$10.00) DOLLARS  
in hand paid at and before the sealing and delivery of these presents, the receipt whereof is hereby acknowledged,  
ha ave granted, bargained, sold, and conveyed, and by these presents do grant, bargain, sell and convey  
unto the said part ies of the second part, their heirs and assigns, all that tract  
on parcel of land lying and being in xxx

ALL THAT TRACT or parcel of land lying and being in Land Lot  
#69, o f the 7th District of Fayette County, Georgia, with  
all improvements thereon more particularly described as  
follows:

BEGINNING AT A POINT in the Easterly right-of-way of Route  
#54 which is 128 feet a Westerly directions from the  
junction Land Lot #69 and #70; thence South 89 degrees 00  
Minutes East a distance of 412.30 feet to an iron pin found;  
thence south 1 degree, 00 minutes West a distance of 120.00  
feet to a point; thence North 89 Degrees, 00 Minutes West a  
distance of 459.21 feet to a point in the Easterly right-of-  
way of State Route 54; thence North 22 Degrees, 21 Minutes  
East a distance of 128.84 feet along the Easterly right-of-  
way of State Route #54 back to the point of BEGINNING; said  
tract containing some 1.20 acres as per survey by J. R.  
Wood, Surveyors and Planners, Inc., dated 14 June  
1979, which plat by reference thereto is incorporated  
herein.

Less and except that portion of said tract consisting of  
.053 acres consisting of a right-of-way conveyed to the  
State Department of Transportation on 1 September 1988,  
which conveyance is properly recorded in Deed Book 518 at  
Page 73 in the Office of the clerk of Superior Court of  
Fayette County, Georgia.

FAYETTE COUNTY, GEORGIA  
REAL ESTATE TRANSFER TAX  
PAID 175.00  
DATE 7-19-93  
CLERK OF SUPERIOR COURT

FILED & RECORDED  
FAYETTE COUNTY, GA.

'93 JUL 19 AM 10 16

W. A. TALLARD

CLERK OF SUPERIOR COURT

TO HAVE AND TO HOLD the said bargained premises, together with all and singular the rights, members, and  
appurtenances thereof, to the same being, belonging, or in anywise appertaining, to the only proper use, benefit  
and behoof of ROBERT CARAWAN & EDWARD T. HOUGHTON the said part ies of the  
second part, their heirs and assigns, forever, in fee simple.

And the said part y of the first part, for their heirs, executors, and administrators, will  
warrant and forever defend the right and title of the above described property unto the said part y of the  
second part, their heirs and assigns, against the claims of all persons whomsoever.

IN WITNESS WHEREOF, the said part y of the first part has hereunto set hand  
and affixed the day and year first above written.

Signed, sealed, and delivered in the presence of

BOOK 827 PAGE 57

*W. A. Tallard*  
*Charles Miller*  
CLERK OF SUPERIOR COURT

*William C. Hare* (Seal)  
WILLIAM C. HARE  
*Marie C. Hare* (Seal)  
MARIE C. HARE



Doc ID: 010147780002 Type: WD  
 Recorded: 05/22/2017 at 09:35:00 AM  
 Fee Amt: \$462.00 Page 1 of 2  
 Transfer Tax: \$450.00  
 Fayette, Ga. Clerk Superior Court  
 Sheila Studdard Clerk of Court

BK 4607 PG 534-535

Please return to:  
 Lawson & Beck, LLC  
 1125 Commerce Drive, Suite 300  
 Peachtree City, GA 30269  
 File # 17-LAW-1342

STATE OF GEORGIA  
 COUNTY OF FAYETTE

## LIMITED WARRANTY DEED

THIS INDENTURE made this 8th day of May, 2017 between

**Joseph A. Harper and Edda M. Harper**

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

**Reichman Ransom, LLC**

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

WITNESSETH that: Grantor, for and in consideration of the sum of TEN DOLLARS and other good and valuable consideration (\$10.00) in hand paid at and before the sealing and delivery of these presents, the receipt whereof is hereby acknowledged, has granted, bargained, sold, aliened, conveyed and confirmed, and by these presents does grant, bargain, sell, alien, convey and confirm unto the said Grantee, the following described property:

### All of our undivided one-half interest in and to:

All that lot, tract or parcel of land situate, lying and being in Land Lot 69 of the 7th Land District Fayette County, Georgia containing 2.264 acres and being described with reference to a plat of survey prepared by Kenneth E. Presley & Associates dated August 5, 1994 Entitled "Final Plat of Property Survey for Sun State Properties, Inc., Joe A. Harper & Duane P. Tallman" and being tract "A" of said plat and with further reference to plat property may be more particularly described as follows:

To find the point of beginning commence at the intersection of the northwest right-of-way of Georgia State Route No. 54 with the east line of land lot 92 and running thence in a northeasterly direction along said northwest right-of-way of Georgia State Route No. 54 a distance of 1907.3 feet to an iron pin and the point of beginning; from the point of beginning thus determined, thence north 86 degrees 12 minutes 45 seconds west a distance of 629.35 feet to an iron pin; thence north 00 degrees 58 minutes 40 seconds east a distance of 150.06 feet to an iron pin; thence south 86 degrees 12 minutes 45 seconds east a distance of 668.69 feet to a concrete marker located on the northwest right-of-way of Georgia State Route No. 54; thence south 89 degrees 42 minutes 54 seconds east a distance of 20.06 feet to a concrete marker; thence south 22 degrees 41 minutes 45 seconds west a distance of 42.61 feet to a concrete marker; thence north 67 degrees 18 minutes 15 seconds west a distance of 9.0 feet to a concrete marker; thence south 22 degrees 41 minutes 45 seconds west a distance of 16.00 feet to a concrete marker; thence south 67 degrees 18 minutes 15 seconds east a distance of 9.00 feet to a concrete marker located on the northwest right-of-way of said Georgia State Route No. 54; thence south 22 degrees 49 minutes 41 seconds west a distance of 101.19 feet to the point of beginning.

Also conveyed is a perpetual; nonexclusive easement for purposes of ingress and egress over, through and across the following property:

All that tract or parcel of land lying and being in Land Lot 69 of the 7th District of Fayette County, Georgia, being 24 feet in width, the centerline of which is shown and designated as "C/L of 24' ingress/egress easement" on plat of survey recorded in Plat Book 25, Page 60, Fayette County, Georgia records, said plat being incorporated herein by reference.

Subject to restrictive covenants and easements of record.

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

AND THE SAID Grantor will warrant and forever defend the right and title to the above described property unto the said Grantee against the claims of all persons claiming by through or under Grantor.

IN WITNESS WHEREOF, Grantor has hereunto set grantor's hand and seal this first day and year first above written.

Signed, Sealed and delivered in the presence of:

Unofficial Witness

Notary Public

Joseph A. Harper  
Joseph A. Harper

Edda M. Harper  
Edda M. Harper



## RETURN TO:

SLEPIAN & SCHWARTZ, LLC  
42 EASTBROOK BEND  
PEACHTREE CITY, GA 30269

FILED & RECORDED  
FAYETTE COUNTY, GA.

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SHEILA STUDDARD, CLERK

FAYETTE COUNTY, GEORGIA  
REAL ESTATE TRANSFER TAX  
PAID 575.00  
DATE 1-13-03  
Sheila Studdard  
CLERK OF SUPERIOR COURT

# WARRANTY DEED <sup>BOOK 2059 PAGE 432</sup>

STATE OF GEORGIA

COUNTY OF OF

THIS INDENTURE, made this 13th day of December, 2002, between PATRICIA A. HICKS, of the County of FAYETTE, State of Georgia, as party or parties of the first part, hereinafter called Grantor, and RICHARD K. VIAL AND SARAH V. TRACY, AS JOINT TENANTS WITH RIGHT OF SURVIVORSHIP and not as tenants in comon as parties of the second part, hereinafter called Grantees (the words "Grantor" and "Grantee" to include their respective heirs, successors and assigns where the context requires or permits).

WITNESSETH that: Grantor, for and in consideration of the sum of Ten and 00/100 Dollars (\$10.00) and other good and valuable considerations in hand paid at and before the sealing and delivery of these presents, the receipt whereof is hereby acknowledged, has granted, bargained, sold, aliened, conveyed and confirmed, and by these presents does grant, bargain, sell, alien, convey and confirm unto the said Grantees, as joint tenants with right of survivorship and not as tenants in common, for and during their joint lives, and upon the death of either of them, then to the survivor of them, in Fee Simple, together with every contingent remainder and right of reversion, and to the heirs and assigns of said survivor, the following described property:

## SEE EXHIBIT A ATTACHED HERETO AND MADE A PART HEREOF

THIS CONVEYANCE is made subject to all zoning ordinances, easements and restrictions of record affecting said bargained premises.

TO HAVE AND TO HOLD the said tract or parcel of land, with all and singular the rights, members and appurtenances thereof, to the same being, belonging, or in anywise appertaining, to the only proper use, benefit and behoof of the said Grantees, as joint tenants with right of survivorship and not as tenants in common, for and during their joint lives, and upon the death of either of them, then to the survivor of them in FEE SIMPLE, together with every contingent remainder and right of reversion, and to the heirs and assigns of said survivor.

THIS CONVEYANCE is made pursuant to Official Code of Georgia Section 44-6-190, and it is the intention of the parties hereto to hereby create in Grantees a joint tenancy estate with right of survivorship and not a tenancy in common.

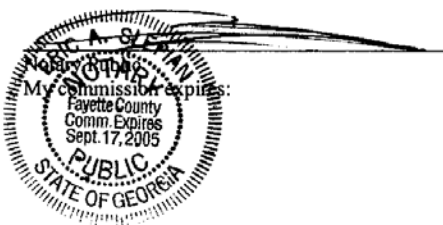
AND THE SAID Grantor will warrant and forever defend the right and title to the above described property unto the said Grantee against the claims of all persons whomsoever.

IN WITNESS WHEREOF, the Grantor has hereunto set Grantor's hand and seal this day and year first above written.

Signed, sealed and delivered in the presence of:

Richard K. Vial  
Witness

Patricia A. Hicks  
PATRICIA A. HICKS





**EXHIBIT A (LEGAL DESCRIPTION)**

ALL THAT TRACT OR PARCEL OF LAND LYING AND BEING IN LAND LTO 69 OF THE 7TH DISTRICT OF FAYETTE COUNTY, GEORGIA AND BEING FURTHER DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE NORTHWEST SIDE OF GEORGIA STATE HIGHWAY 54 A DISTANCE OF 1484.30 FEET NORTHEAST FROM THE INTERSECTION OF THE NORTHWEST SIDE OF GEORGIA STATE HIGHWAY 54 AND THE EAST LAND LOT LINE OF LAND LOT 92 AS MEASURED ALONG THE NORTHWEST SIDE OF GEORGIA STATE HIGHWAY 54; THENCE RUNNING SOUTH 89 DEGREES 55 MINUTES WEST A DISTANCE OF 261.50 FEET TO A POINT; THENCE RUNNING NORTH 0 DEGREES 05 MINUTES WEST A DISTANCE OF 150.00 FEET TO A POINT; THENCE RUNNING NORTH 89 DEGREES 55 MINUTES EAST A DISTANCE OF 319.20 FEET TO A POINT ON THE NORTHWEST SIDE OF GEORGIA STATE HIGHWAY 54; THENCE RUNNING SOUTH 21 DEGREES 59 MINUTES WEST ALONG THE NORTHWEST SIDE OF GEORGIA STATE HIGHWAY 54 A DISTANCE OF 160.80 FEET TO A POINT AND THE POINT OF BEGINNING, ALL AS SHOWN ON THAT CERTAIN PLAT OF SURVEY BY LEE ENGINEERING CO., C.E. LEE, REGISTERED LAND SURVEYOR, NO. 1093, FOR TRI-CITY REALTY & MORTGAGE, INC., DATED FEBRUARY 27, 1978, AND RECORDED IN PLAT BOOK 10, PAGE 129, FAYETTE COUNTY RECORDS.

BOOK 2059 PAGE 433

# U.S. Postal Service™

## CERTIFIED MAIL® RECEIPT

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FAYETTEVILLE, GA 30214

Certified Mail Fee \$3.45

Extra Services & Fees (check box, add fee if appropriate)

☐ Return Receipt (hardcopy) \$0.00

☐ Return Receipt (electronic) \$0.00

☐ Certified Mail Restricted Delivery \$0.00

☐ Adult Signature Required \$0.00

☐ Adult Signature Restricted Delivery \$0.00

Postage \$7.25

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7018 1130 0001 0033 9706

## AGENDA

August 23, 2018

6:30 p.m.

### NEW BUSINESS:

#### **13. Consideration of staff's recommendation to object to the Peachtree City annexation of 30 properties totaling 105.45 acres on SR 54 and the rezoning of said properties from C-C, C-H and R-20 to GC (General Commercial) and LUR (Limited-Use Residential).**

Mr. Frisina stated that this was an annexation for proposal in Peachtree City. He stated that it was not a 100% method but a 40/60 method. He stated that meant that 60% of the owner of the property that apply for rezoning meant the other 40% can be brought in whether they consent or not.

Commissioner Rousseau stated that the 60/40 meant that 60% of the individuals, voting in the affirmative can begin the process for annexation and that it did not mean that the Board had to act on it favorable.

Mr. Frisina stated that it was the application process.

Mr. Davenport stated that 60% of the owners of the area, of land compromised of 60% of the area and 60% of the electors. He stated that in this case there were very few electors. He stated that it forced a public hearing in front of the annexing entity. He stated that the Board was only looking at whether or not to object to the annexation.

Mr. Frisina stated that there were some issues brought up by stormwater and public works regarding the impact on the increase of density on the county. He stated that the 2013 future conditions flood study plus the Metropolitan North Water Planning District and there was also concern that they would like a flood management plan to be completed. He stated that it was a one-acre area on fifty-acres with about 90 plus lots for the area, so that was doubling the residential density. He stated that public works also had issues with the possible impact of the intersection of Governor's Square and State Route (SR) 54. He continued that the sizable amount of funding that the county would lose from Fire and EMS by pulling in the existing commercial development along SR54.

Gary Ricards stated that he was a resident of Peachtree City and also a resident of Fayette County. He stated that he and his neighbors felt that the present zoning for the properties under consideration are appropriate for the perimeter edges of Fayette County that are agricultural of lower density. He stated that he was afraid that the annexation by Peachtree City into the east edges of the city would demand a lower quality of life from increased traffic and conflicts between the county and the city. He stated that he was pleased with the present zoning. He stated that he was speaking in opposition of this annexation.

Peachtree City-City Manager Jon Rorie stated that he was before the Board to object to the objection of this annexation. He stated that the SR54 East annexation, growth boundaries as defined on the perimeter of Peachtree City limits. He stated that he had been working on this project since September 2014. He stated that he wanted to talk about process. He stated that staff made a recommendation to object to the annexation because it shown to be a material increase in burden. He stated that related to the SR54 East corridor, there was commercial zoning. He stated that the commercial zoning was put in place many years ago by Fayette County and since then, the area had evolved. He stated that the area had begun to

take on a characteristic of its own village, similar to other villages in Peachtree City. He stated that an email was provided in the agenda package that basically said that this was the high-level discussion that the county had with Peachtree City. He stated that this was an email shared with him stating the county's objection. He stated that he wanted to note that Peachtree City had a two-step annexation process. He continued that the email said, "I see that your elected officials have approved moving forward with on the annexation." He stated that Peachtree City Council had not authorized moving forward on the annexation. He stated that at this point, the Council had only officially accepted the application as being completed for consideration. He stated that the process for a two-step annexation did not indicate that the Council had approved the annexation. He stated that objections had been shared with the Board before the City Council had even acted on the application. He stated that he met with the developers and informed them that the city would not do certain things. He stated that one of the things was the objection to Fire & EMS which was about a revenue issue and Sheriff/Police was a rezoning and residential future. He stated that there was no objection to the rezoning to commercial. The only thing that was in question was the density related to the rezoning of 50 acres. He stated that the 50-acre rezoning was a limited use residential that abutted to the mobile home park that was zoned in Fayette County for 250 units, next to the 50-acres. He stated that throughout the process they approached the owner and asked if they would like to be included in this annexation process and was told no. He stated that it had been implied that Peachtree City would not consider annexing the mobile home park and he would deny that and as the city manager, he would consider annexing the mobile home park. He stated that the R-zoning; residential from 50-acres going from R-20, in the email said "112 units" and in the agenda package it said, "94 units". He stated that the objection provided by county staff talked about cart path connectivity. He stated there would have to be easement dedication for the cart path connectivity. He stated that there would have to be infrastructure to build quick response station, i.e. medic stations. He stated that there was no intention to build fire stations. He stated that he wanted to be sure the developer dedicated a portion of the land for the construction of a residential type EMS response station. He stated that the Sheriff, Police and Fire & EMS were the remaining pieces. He stated that what was not included in the agenda package was his response to the email. He stated that his email response to the objection was, (dated June 30), "Peachtree City has a two -step annexation process. The first step simply provides an overview of the proposed annexation and identifies compatibility with the city's comprehensive plan. To clarify, the city council did not approve moving forward with the annexation, instead they simply authorized staff to continue with the second step of the process." He stated that step two required the submittal of additional and detailed information pertaining to the impact of the proposed annexation and subsequent development. He stated that the continuous through the second step of the review process, in no way implied that the City Council would ultimately approve the property for annexation. He stated that the city had yet to discover additional details regarding the annexation request, therefore any objections from Fayette County are premature. He provided feedback to the objects. Mr. Rorie referenced stated law. He stated that the county governing authority made by majority vote may object to annexation because of material increase of burden upon the county directly related to any or more of the following: (1) proposed change in zoning or land use, (2) proposed increase in density and (3) infrastructure demands related to the proposed zoning or land use. He stated that the inclusion of the word "and" was critical as related to the proposed increase in density. He stated that the statement that a LUR would create an objection since the zoning would create significantly higher density than what would be allowed under the existing zoning and classification. He stated that an increase in density had yet to be determined, however with the potential increase in density, how would the Board propose an objection consisting of a material increase of burden

of either a financial impact or increase infrastructure demands. He stated that the Board may object based on rezoning or land use but a general statement of objection was not sufficient. He stated that the objection must provide documentation for the actual nature of the objection and financial impact. He stated that the point that the county would lose significant Fire & EMS tax dollars associated with removing the commercial zoning. He stated that as he understood Georgia code, the county could use service delivery to support a valid objection that would increase the demand but history had shown that property values increase when annexed into Peachtree City, so the county should realize the increase in ad valorem tax. He stated with that increase he was not sure how the county would define "significant loss" in net terms. He stated that with the current proposal the city would take on the responsibility of providing services to the annex area so the county would no longer be responsible for service delivery. He stated that he did not believe an objection based on revenue for Fire & EMS tax, where the county was no longer providing services was a valid objection. He referenced state law. He stated that "service delivery of services alone, could not be the basis for an objection but may be used as supporting evidence of an otherwise valid objection." He stated that it was presumed that if services were being provided or were to be provided, by the county regardless of the annexation or intended changes in municipal land use associated with the annexation, then the county would not have a valid objection on that basis. He stated that if the annexed property could have been legally developed in a way that would have placed a service burden on the county, while in the unincorporated area, this section would prohibit the county commission from making an objection. The language suggest that the county may not raise objections based on the inability to provide services or to continue providing services to the annexed area because of any intended revenue loss associated with providing services that would now be provided by the city. He stated what was at hand was a valid objection. He stated that if the proposal was to move forward with the annexation and the county wished to object, then the question was, if it was a valid objection and how it was defined. He stated that failure to provide documentation at the time of the initial objection would mean that the objection was not complete and was invalid. He stated that if the city did not receive a valid objection, then the city could move forward with the annexation. He stated that if it was a valid objection he wanted to get the second part moving, which stated that the county had to submit the document to the city by September 1. He stated that an arbitration panel would have to be set 15 days after that point. He stated that this item would go before the city council at the September 20 meeting and he did not know what action they would take and he had not recommending any action. He stated that the change in zoning and the density was a valid objection, he would agree.

Peachtree City Council Member Mike King stated that there have been objections on a personal level with citizens of Peachtree City to the Council. He stated that nine of the ten things that have come up have been worked out. He stated that the nearest

EMS service for that area of town was in Peachtree City. He stated that the traffic issue was a "wash" and Governor's Square was not going to make a difference.

Mr. Davenport stated that he agreed with almost everything that he said. He stated that Peachtree City and Fayette County was not the problem. He stated that the problem was the State of Georgia. He stated that the framework was put in place that made the city and county adversarial to each other. He stated that the way the law was structured, the city's letter was dated August 1, 2018 and it stated that the city had accepted the annexation and that they were getting it to the county within five business days as required by state law and the county was required to object, if the Board planned to object, within 30 days. If the county did not object within 30 days then the Board would lose the right to object. He stated



that he would love to know what the plans are in more details, but the county did not have that luxury. He stated that if the Board objected, then an arbitration panel would be put in place within 15 days of the objection. He stated that the way Peachtree City did the annexation was probably better than any other municipality in the county because it gave the county a heads up because of their step one in the process. He stated that over the years he had tried to determine what was a valid objection. He stated that he could not tell the Board what was valid and what was not valid. He stated that was the reason for the arbitration panel. He stated that Peachtree City could not take a final decision on the annexation until after the 30 days. He stated that he did not have an answer about what to do to improve the process. He stated that if the city withdrew the notice it would stop the 30-day clock to allow the opportunity to work things out.

Mr. Rapson stated that he and Mr. Rorie started with step one. He stated that he understood that the deck was stacked against counties in Georgia when it came to annexation. He stated that the only hooks that the county primarily had was material burden and bonafide land objections. He stated that staff had written the best objections possible and the next thing to do was to let the arbitrators figure out who was right and who was wrong.

Commissioner Rousseau stated that when he heard that this had been worked on since 2014, his mind went to a conversation during retreat where he proposed for staff to get with the municipalities and look at the bordering properties and to come up with an amenable way in which the county and cities did not get in this adversarial push and shove. He asked how that was working.

Mr. Rapson stated that staff had made great strides. He stated that there was a draft map and the city managers and the county manager would give their thoughts and go back to the planning staff and present to the elected officials.

Commissioner Rousseau asked Mr. Rorie what information he was referring to that was shared beforehand.

Mr. Rorie stated that since there was a step two annexation process, Peachtree City staff shared the application with county staff prior to it being before the Board. He stated that Peachtree City staff should not have shared that with Fayette County. He stated that it was shared with Board as well.

Commissioner Rousseau stated that nothing was shared with him other than there was an annexation request.

Mr. Rapson stated that Mr. Rorie was referring to an email that was sent to the Board where he said based on the step one review, because at that point there was nothing before the Board.

Mr. Davenport stated that the county was basing all the decision on the August 1, 2018 letter that was received.

Mr. Rorie stated that the city would not withdraw the letter.

Commissioner Rousseau moved to object to the Peachtree City annexation of 30 properties totaling 105.45 acres on SR 54 and the rezoning of said properties from C-C, C-H and R-20 to GC (General Commercial) and LUR (Limited-Use Residential). Vice Chairman Ognio seconded.

Commissioner Brown stated that the mobile home park was significant in this request. He stated that eventually it would create an island. He stated that he was worried when the agricultural land to the south of home park came up in the annexation request. He stated that the island was a concern in terms of service. He stated that he would like to see both entities look at the home park with fire and EMS.

Commissioner Rousseau called the question.

Commissioner Rousseau moved to object to the Peachtree City annexation of 30 properties totaling 105.45 acres on SR 54 and the rezoning of said properties from C-C, C-H and R-20 to GC (General Commercial) and LUR (Limited-Use Residential). Vice Chairman Ognio seconded. The motion passed 5-0.

**Purchasing Department**

140 Stonewall Avenue West, Ste 204

Fayetteville, GA 30214

Phone: 770-305-5420

[www.fayettecountyga.gov](http://www.fayettecountyga.gov)

To: Steve Rapson

Cc: Ted L. Burgess *EB*

From: Trina C. Barwicks *TCB*

Date: October 22, 2018

Subject: Contract #1528-S: Building Automation – Advantage Services

Siemens Industry, Inc., has installed equipment and building automation software in the Courthouse, Sheriff's Offices, Jail, Jail Annex, and Library. This would include field panel controllers, energy monitors, temperature sensors, pressure sensors, damper actuators, and other items. These systems require annual maintenance, software support and updates, repair and replacement parts, and workstation upgrades.

In addition to the above, the county maintains the Heating, Ventilation and Air Conditioning systems that serves the Sheriff's Offices and Jail, to preserve the dollars invested and prevent equipment failures to the magnitude possible.

To accomplish the above objectives, Building & Grounds Maintenance recommends award of a one year annual agreement to Siemens Industry, Inc., for continuation of Building Automation Services.

Specifics of the proposed contract are as follows:

Contract Name:	#1528-S: Building Automation
Vendor:	Siemens Industry, Inc.
Total 1 Yr.:	\$63,800.00

**Budget:**

<b>Organization Code:</b>	10060500 - Library (13%) -	\$ 8,294.00 ✓
	10020090 - Justice Center (35%) -	\$22,330.00
	10030326 - Jail (29%) -	\$18,502.00
	10030310 - Jail Annex (23%) -	<u>\$14,674.00</u>
		\$63,800.00

**Object Code:** 522235 – Building Maintenance

**Departments Available Budget as of 10/15/2018:**

Library (13%)	\$ 13,086.23 ✓
Justice Center (35%)	\$ 88,871.33 ✓
Jail (29%)	\$143,710.40 ✓
Jail Annex (23%)	<u>\$ 35,881.27 ✓</u>
As of 10/15/2018	\$281,549.23

Awarding Authority: County Administrator

Approval Signature



Date:

10/22/18