



CITY COUNCIL OF PEACHTREE CITY
REGULAR MEETING AGENDA
MARCH 5, 2020
6:30 p.m.

**Peachtree City
Mayor & City Council**
Vanessa Fleisch, Mayor
Phil Prebor – Post 1
Mike King – Post 2
Kevin Madden – Post 3
Terry Ernst – Post 4

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- I. Call to Order
 - II. Pledge of Allegiance
 - III. Announcements, Awards, Special Recognition
Recognize Employee of the Month – Eric Furey, Fire Dept.
 - IV. Public Comment
 - V. Agenda Changes
 - VI. Minutes
February 20, 2020, Regular Meeting Minutes
 - VII. Consent Agenda
 - 1. Budget Amendment FY2020 – Capital – BMX
 - 2. Cubesmart Easement Acquisition
 - 3. Tunnel and Bridge Maintenance – Engineered Restorations
 - 4. Appointment of Alternate to Airport Authority – Gregory Garmon
 - VIII. Old Agenda Items
 - IX. New Agenda Items
 - 03-20-01 ~~Public Hearing – Text Amendment, LUC-32, Lauri Brook, Petrol Point~~
(Withdrawn by Applicant)
 - 03-20-02 Public Hearing – Variance to Sign Ordinance – 300 City Circle, Positano Pizza
Memo to be added Monday (Robin Cailloux)
 - 03-20-03 Land Swap for Meade Field Access Road (Dave Borkowski)
 - X. Council/Staff Topics
Proposed Text Amendment to General Residential (GR) Zoning
 - XI. Executive Session
 - XII. Adjourn

**City Council of Peachtree City
Meeting Minutes
Thursday, February 20, 2020
6:30 p.m.**

The Mayor and Council of Peachtree City met in regular session on Thursday, February 20, 2020. Mayor Vanessa Fleisch called the meeting to order at 6:30 p.m. Others attending: Terry Ernst, Mike King, Kevin Madden, and Phil Prebor.

Announcements, Awards, Special Recognition

Fleisch proclaimed March as DeMolay Month in Peachtree City.

American Legion Post 50 recognized Lt. Jeremiah Chisholm as its Firefighter of the Year and Officer Adam Pendleton & K9 Officer Midas as Law Enforcement Officer of the Year. Chisholm also was selected as Georgia's Firefighter of the Year. The Post presented Assistant Chief of Police Stan Pye, who was retiring the next day after 35 years of service, with a Certificate of Honor & Meritorious Service.

Public Comment

Larry Manwaring said he had lived in Peachtree City since 1976, the last 30 years on Stagecoach Road, where a new middle school was planned. He told Council he had learned that day that Stagecoach Road was not a road in Peachtree City that would be maintained, even though it had been maintained in the past and had been an important road in Fayette County since before the Civil War. He went on to explain that it was hard enough for them to lose their peace and quiet with the school coming in, and he asked Council to re-consider road maintenance. He said he had been before Council several times over the years asking for help with various issues and never once was it mentioned that his road was not really a road. He asked Council for their consideration.

Agenda Changes

There were no changes to the agenda.

Minutes

King moved to approve the February 6, 2020, regular meeting minutes as written. Prebor seconded. Motion carried unanimously.

Consent Agenda

1. Consider Elimination of Athletic Coordinator Position and Replacement with General Programs Coordinator Position – Recreation & Special Events

2. Consider FY 2020 Budget Amendment - Real Estate Acquisition

Ernst moved to approve Consent Agenda items 1 and 2. Madden seconded. Motion carried unanimously.

New Agenda Items

02-20-02 Consider Bid for Paving – Atlanta Paving & Concrete

Civil Engineer Jonathan Miller reported that the City spent \$4.53 million in road maintenance in 2019, with 15.5 miles of road completed. Of that, 3.3 miles were added to the original list. He noted that 5.5 miles required full depth reclamation (FDR), and the remainder were resurfaced. Bradford Way and Bradford Point were on the list for resurfacing in 2019, but were put off until 2020 due to a stormwater project.

Miller said the initial pavement condition index (PCI) and ranking showed a PCI of 61 and a 9.7% on the backlog. There had been two paving seasons since that study, and before this year's paving bid, they had increased the PCI to 66 and reduced the backlog to 9.4%.

Atlanta Paving & Concrete was the low bidder for the 2020 paving at \$4.998 million. The performance goals for 2020, included 13 miles to be paved, with nine of those to be FDR'ed. Miller told Council that one big project to take into account was Georgian Parkway; it was wider than other roads and had turn lanes, along with multiple layers of asphalt. All of that contributed to what seemed like a high cost this year. They were asking that all of this be funded by the Special Purpose Local Option Sales Tax (SPLOST).

The General Fund budget of \$1.8 million would be allocated to go to the Transportation Improvement Projects (TIP) funding with the County, which would be about 9.4 miles and included Robinson Road and Peachtree Parkway South. The total cost for both those roads was \$5.5 million, Miller noted. Peachtree City would be required to match \$1.6 million, which meant they would be getting about \$4 million from the TIP funding to complete those road projects.

Council had been provided the memo on the bids, and staff asked that they award the 2020 paving bid to Atlanta Paving & Concrete in the amount of \$4,997,942.

King moved to approve New Agenda item 02-20-02, bid for paving to Atlanta Paving & Concrete at an amount not to exceed \$5 million. Madden seconded. Motion carried unanimously.

02-20-03 Discuss Proposed Amendments to Alcohol Ordinance to include Special Event Definitions, Special Event Alcohol Permit, and Remove Requirement for Alcoholic Beverage Handling Permits

Police Chief Janet Moon stated that at the last Council meeting staff were given some directions to modify the alcohol ordinances, specifically to remove the requirement for alcoholic beverage handling permits. Moon said she would go through the changes briefly.

The proposed changes removed the alcohol handling permit requirement, changed the name of the special event permit, and defined "over 21 events" to cover Drafts on Drake and Wine on the Water, along with potential future events, Moon stated.

Under Sec. 6-2 – Definitions, they had added: *"21 years of age and up special events means a special event at which the primary intended purpose is the consumption or tasting of alcoholic beverages. The primary intended purpose shall be considered the consumption or tasting of alcoholic beverages if more than 50% of the expected gross revenue shall be derived from the sale of alcoholic beverages, to include the sale of tickets that allow access to, or redemption of alcoholic beverages."*

Sec. 6-51 also was modified to include permitted locations, and there were corrections made to the titles of City Engineer and Planning Director. The reference to alcohol serving permits was removed.

A requirement was added: *"For '21 years of age and up special events' as defined in Sec. 6-2, hosted on city-owned property, shall require the applicant to submit a plan to contain the event area by a physical barrier with designed control of ingress and egress. The plan must be approved by the city manager or a designee before the special event permit will be approved."*

Sec. 6-52 – Special Events Permits was renamed to Special Events Alcohol Permits to clarify the purpose and was replaced accordingly in all instances in Chapter 6. They removed all references to alcohol serving permits and established rules for the 21 and up events.

"Special event alcohol permits issued for '21years of age and up special events' shall require no persons under the age of 21 to be allowed within the permitted location."

Also in 6-52 was establishment of procedures for certain events on city-owned property:

"For '21years of age and up special events' to be hosted on city-owned property, the applicant shall submit a plan to contain the event area by a physical barrier with controlled points of ingress and egress. The plan must be approved by the city manager or a designee before the special event alcohol permit will be approved."

"The city manager or designee shall be authorized in revoke any special event alcohol permit for a special event on city-owned property if it is determined the continued sale of alcohol may endanger the health, safety, or welfare of the public."

Moon went on to say that Sec. 6-127, which dealt with alcoholic beverage handling permits, was entirely removed from the ordinance, as was Sec. 6-128, which dealt with the revocation of those permits. References to handling permits were removed throughout Chapter 6.

The Mayor asked which City properties had been designated to host the "21 years of age and up special events."

Deputy City Clerk Pam Dufresne said Drake Field and Atlanta Regional Airport – Falcon Field were included, as well as The Gathering Place, which was run by Fayette Senior Services, and sometimes had wine and beer tastings.

Ernst moved to approve New Agenda item 02-20-03. Prebor seconded. Motion carried unanimously.

Council/Staff Topics

There were no Council/Staff Topics.

There being no further business to discuss, King moved to adjourn at 7:01 p.m. Ernst seconded. Motion carried unanimously.

Martha Barksdale, Recording Secretary

Vanessa Fleisch, Mayor

CITY OF PEACHTREE CITY

INTEROFFICE MEMORANDUM

MEMO TO: Mayor and City Council

VIA: Jonathan N. Rorie, City Manager 

FROM: Paul J. Salvatore, Financial Services Director 
Kelly Bush, Assistant Finance Director 

DATE: February 24, 2020

SUBJECT: Budget Amendment – Fiscal Year 2020 - Capital
March 05, 2020 City Council Consent Agenda

Recommendation:

It is Staff's recommendation that City Council approve the attached budget amendment to the fiscal year 2020 budget resolution.

Discussion:

Attached please find budget amendment 20-11 for fiscal year 2020 submitted for your approval. This budget amendment will budget for reimbursement contributions for the BMX tower and interest earned.

Budget Impact:

The proposed budget amendment increases both the revenue and the expense in the Facilities Authority Bond Fund.

Attachments

CITY OF PEACHTREE CITY

BUDGET AMENDMENT

NUMBER 20-11

DATE 03/05/2020

[illegible]

To allocate reimbursement contributions for the BMX tower and interest

Entered

Approved

CITY OF PEACHTREE CITY

INTEROFFICE MEMORANDUM

TO: Mayor and City Council

VIA: Jonathan Rorie, City Manager ✓
Paul Salvatore, Financial Services Director
Kelly Bush, Assistant Financial Services Director KB
Angela Egan, Purchasing Agent

FROM: David Borkowski, City Engineer 

DATE: February 26, 2020

SUBJECT: Cubesmart Easement Acquisition
March 5, 2020, City Council Meeting

Recommendation:

Staff recommends that council approve the easement acquisition on the Cubesmart property for the amount of \$50,000.00 and authorize the Mayor to execute the legal documents.

Discussion:

This acquisition enables the city to construct a path that connects the North side properties to the South side properties and multiple points beyond in accordance with the Multi-Use Path Master Plan. The City Attorney has reviewed the attached documentation and finds it acceptable. Therefore, Staff is recommending approval of this acquisition.

Budget Impact:

Sufficient funds are available in the impact fees fund.

Attachments

CONTRACT FOR THE SALE AND PURCHASE OF EASEMENT RIGHTS

GEORGIA, FAYETTE COUNTY

THIS CONTRACT ("Agreement"), made as of this ____ day of _____, 2020 (the "Effective Date"), by and among CUBESMART, L.P., a Delaware limited partnership (hereinafter referred to as "Seller"), and PEACHTREE CITY, GEORGIA, (hereinafter referred to as "Purchaser").

WITNESSETH

WHEREAS, the Purchaser, was duly incorporated by an act appearing at 1959 Ga. Laws, p. 2049, as amended by Ordinance No. 770, adopted September 6, 2001, et. seq.; and

WHEREAS, Seller owns certain property located in Peachtree City, Fayette County, Georgia; and

WHEREAS, the City of Peachtree City has established a recreational path system within the City of Peachtree City; and

WHEREAS, Purchaser desires to obtain certain easement rights across the Easement Area (as defined below) so as to establish a connection along Crosstown Drive within the City; and

WHEREAS, the City Council of the City of Peachtree City has determined that it appears to be in the best interest of the citizens of the City of Peachtree City to acquire said easement rights from Seller; and

NOW, THEREFORE, for and in consideration of the premises and for other valuable considerations, in hand paid by Purchaser to Seller, the receipt and sufficiency of which are hereby acknowledged, Seller and Purchaser hereby covenant and agree as follows:

1. **Sale of Easement Rights.** Seller agrees to sell to Purchaser, and Purchaser agrees to purchase from Seller, upon the terms and conditions hereinafter provided, certain easement rights (the "Easement Rights") over and across the Property described on Exhibit "A" and incorporated herein by express reference (hereinafter the "Easement Area"), which Easement Rights shall include the right for the Purchaser to construct, install, and maintain a recreational path within the Easement Area, and for certain temporary construction easement rights for the construction of said recreational path, all as more particularly described in the form Easement Agreement (herein so called) attached hereto as Exhibit "B."

2. **Purchase Price.** The purchase price for the Easement Rights shall be Fifty Thousand and no/100 Dollars (\$50,000.00) (the "Purchase Price").

3. Earnest Money. N/A.

4. Closing and Closing Date. The closing of the purchase and sale of the Easement Rights (hereinafter referred to as the "Closing") shall be held at a time during normal business hours at the offices of Purchaser's attorney. The Closing date shall be selected by Purchaser upon no less than five (5) business days' advance written notice to Seller; however, the Closing shall occur on a date and at a time certain no more than sixty (60) days following the Effective Date. At either party's option, the Closing may be conducted by mail with appropriate written escrow instructions to the other party's counsel and the title company coordinating the Closing.

5. Payment of Purchase Price. The Purchase Price shall be paid by Purchaser to Seller in cash by wire at the Closing.

6. Conveyance of Easement Rights. At the time the sale of the Easement Rights is consummated, Seller agrees to convey the Easement Rights to Purchaser through the delivery of Easement Agreement.

7. Title Examination. Purchaser shall move within a reasonable time and in good faith after acceptance of this Agreement to examine title and to furnish Seller with a written statement of objections affecting the marketability of said title. Seller shall have fifteen (15) days after receipt of such objections to satisfy all valid objections, and if Seller fails to satisfy such valid objections within such fifteen (15) day period, then at the option of the Purchaser, evidenced by written notice to Seller:

7.1. Purchaser may waive any objections and consummate the transaction subject to such objections; or

7.2. Purchaser may terminate this Agreement and, thereafter, no party to this Agreement shall have any further rights, obligations or liabilities hereunder.

8. Survey. Purchaser shall obtain a survey of the Easement Area certified by Georgia Registered Land Surveyor (herein throughout referred to as the "Survey"). Seller will permit representatives of Purchaser to enter upon the Easement Area and certain other property owned by Seller necessary for surveying the Easement Area for the purpose of preparing the Survey at Purchaser's sole risk, cost and expense. Prior to any entry onto the Seller's property, Purchaser shall provide Seller with evidence that Purchaser maintains commercial general liability insurance with coverage in an amount not less than \$2,000,000 per occurrence and \$5,000,000 in the aggregate, issued by an insurer reasonably acceptable to Seller, in form and substance reasonably acceptable to Seller and which names Seller and its property manager as additional insureds under such insurance and shall contain waiver of subrogation endorsements in favor of Seller. All of such entries upon the Seller's property shall be at reasonable times during normal business hours and after at least forty-eight (48) hours prior notice to Seller, and Seller or Seller's agent shall have the right to accompany Purchaser during any activities performed by Purchaser on Seller's Property. The Survey shall show and locate all improvements (if any) upon the Easement Area

and all easements affecting the Easement Area and shall indicate the number of acres comprising the Easement Area to the nearest one hundredth of an acre. Purchaser shall pay the expense of the Survey. If any inspection or test disturbs all or any portion of the Seller's property, Purchaser will restore such property to substantially the same condition as existed before the Purchaser's (or its agents') entry. Purchaser shall indemnify, defend, and hold harmless Seller, its property manager, and their respective trustees, directors, affiliates, parents, shareholders, officers, tenants, partners, agents, counsel, contractors and employees and the Seller's property from and against any and all losses, costs, damages, claims, or liabilities, including but not limited to, mechanic's and materialmen's liens and Seller's and property manager's attorneys' fees, arising out of or in connection with Purchaser's or its agents' entry on Seller's property. The provisions of this paragraph shall survive the Closing or the earlier termination of this Agreement and shall not be merged into the Easement Agreement or other closing documents.

9. Tests, Borings and Examinations. N/A.

10. Warranties of Seller. Seller warrants to Purchaser as follows:

10.1. The Easement Area will be in substantially the same condition at time of the closing as on the date hereinabove first written.

10.2. Seller has duly authorized the transaction contemplated herein under its corporate documents.

11. Conditions and Contingencies. The consummation of this transaction as contemplated by the terms of this Agreement is subject to all of the following conditions and contingencies:

11.1. This Agreement is subject to the approval of the City Council of Peachtree City at a meeting held in accordance with the Georgia Open Meetings Law, O.C.G.A. § 50-14-1 et seq.

11.2 The easement rights herein shall be used by the City for purposes authorized by the Georgia Recreational Property Act, O.C.G.A. 51-3-20 et seq.

12. Termination. In addition to all other rights of Purchaser under this Agreement as provided by law (and not in lieu of any such rights), Purchaser, at Purchaser's sole election and in Purchaser's sole discretion, may cancel and terminate this Agreement by written notice to Seller, if any one or more of the following conditions or states of fact shall exist at the closing date.

12.1. Any notice shall be given of proceeding filed or commenced by any governmental authority or other agency having powers of condemnation concerning the Easement Area or any portion thereof.

12.2. The Easement Area or any portion thereof shall be substantially damaged or destroyed by earthquake, erosion, flooding, or by force of nature or act of God after the date hereinabove first written.

12.3. Seller shall not have cured any valid objections to or defects in title as required by and within the time prescribed in paragraph 7 hereinabove.

12.4. The failure of Seller's warranty set forth in paragraph 10 hereinabove to be true and correct on the date of closing.

12.5. Failure of Seller to deliver to Purchaser at Closing the executed Easement Agreement in form for recording.

13. Seller's Commission. Seller represents and warrants to Purchaser, and Purchaser represents and warrants to Seller, that they have not engaged the services of any real estate or other broker, agent or salesman so as to create any right in any such broker, agent or salesman to claim a commission or similar fee with respect to the purchase and sale contemplated by this Agreement.

14. Survival of Provisions. All covenants, warranties, representations and agreements set forth in this Agreement shall survive the Closing for a period of three (3) months after the Closing.

15. Real Estate Taxes. N/A.

16. Closing Costs. Except as otherwise provided in this Agreement, all Closing costs shall be paid by the Purchaser.

17. Notices. Any notices which may be permitted or required hereunder to be given to Purchaser and/or Seller shall be in writing and shall be deemed to have been duly given as of the date and time the same are deposited in the United States Postal Service, postage pre-paid, and to be mailed by registered or certified mail, return receipt requested, and addressed to the parties as follows:

To the Seller:

Cube Smart, L.P.
5 Old Lancaster Road
Malvern, PA. 19355
Attn: Legal Department

To the Purchaser:

City of Peachtree City
Attn: City Manager
151 Willowbend Road

Peachtree City, Georgia 30269

With a copy to:

Theodore P. Meeker, III
Sumner Meeker, LLC
14 East Broad Street
Newnan, Georgia 30263

18. Miscellaneous. The parties further agree as follows:

18.1. No failure of either party to exercise any power herein given or to insist upon strict compliance with any obligation specified herein and no custom or practice at variance with the terms hereof shall constitute a waiver of either party's right to demand exact compliance with the terms and provisions of this Agreement.

18.2. This Agreement constitutes the entire agreement of the parties hereto, and no representations, inducements, promises or agreements, oral or otherwise, among the parties not invited herein shall be of any force or effect. Any amendment to this Agreement shall not be binding upon all of the parties hereto unless such amendment is in writing and executed by all parties hereto.

18.3. The provisions of this Agreement shall inure the benefit of and shall be binding upon the parties hereto and their respective successors, representatives, heirs or assigns.

18.4. This Agreement and all rights and obligations of the parties hereunder shall be construed under and according to the laws of the State of Georgia.

18.5. Time is of the essence of this Agreement.

18.6. This Agreement may be executed in multiple counterparts, each of which shall constitute an original, but all of which taken together shall constitute one and the same Agreement.

18.7. If any of the provisions of this Agreement or the application thereof to any person or circumstance shall for any reason and to any extent be invalid or unenforceable, then the remainder of this Agreement and the application of such provision to other persons or circumstances shall not be effected thereby but shall be enforced to the greatest extent permitted by law.

19. Special Stipulations. Special Stipulations, if any, are set forth herein. Such special stipulations, if in conflict with any of the foregoing provisions of this Agreement, shall control:

19.1 Purchaser, at Purchaser's sole cost and expense, shall cause the recreational path to be constructed upon the Easement Area consistent with the Plans entitled "Construction Plans for MacDuff Parkway Cart Path Extension," prepared by Integrated Science & Engineering, Inc., dated March 16, 2016, and shall include the lighting and landscaping indicated on such plans, as more particularly detailed in the Easement Agreement. A copy of said plans are attached hereto as Exhibit "C" and are incorporated herein by express reference.

21. This agreement supersedes any and all offers and counteroffers made by the parties up to the date of this offer by Purchaser.

22. Upon providing fifteen (15) days advance written notice to Seller, Purchaser reserves the right to assign this Agreement at any time to an Authority or Commission associated with Purchaser.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, Purchaser and Seller have executed this Agreement under seal as of the Effective Date.

SELLER:

CUBE SMART, L.P., a
Delaware limited partnership

By: Cube Smart,
Its General Partner

By:  (SEAL)

Attest:  - Garrett J. Brouwer
Name: Jeffrey P. Foster
Title: CLO, Sr. VP and Secretary

PURCHASER:

Date Accepted by Seller:

PEACHTREE CITY, GEORGIA

By: _____
Vanessa Fleisch, Mayor

Attest:

Betsy Tyler, Clerk (SEAL)

Exhibit A

Easement Area

**LEGAL DESCRIPTION
PERMANENT GOLF CART PATH EASEMENT**

ALL THAT TRACT OR PARCEL OF LAND LYING AND BEING IN LAND LOT 49, 6TH DISTRICT, CITY OF PEACHTREE CITY, FAYETTE COUNTY, GEORGIA CAN BE MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT A REBAR AND CAP FOUND ALONG THE NORTHWESTERLY RIGHT OF WAY OF CROSSTOWN DRIVE (100 FOOT RIGHT-OF-WAY) BEING THE SOUTHWEST PROPERTY CORNER OF TAX PARCEL 0612 023, THAT IS 539.60 FEET NORTHWESTERLY OF THE WESTERLY MITERED INTERSECTION OF GEORGIA STATE ROUTE 74 AND THE NORTHWESTERLY RIGHT-OF-WAY OF CROSSTOWN DRIVE, AS MEASURED ALONG THE NORTHWESTERLY RIGHT-OF-WAY OF CROSSTOWN DRIVE; THENCE DEPARTING SAID RIGHT-OF-WAY NORTH 42 DEGREES 4 MINUTES 14 SECONDS WEST A DISTANCE OF 9.43 FEET TO THE **POINT OF BEGINNING**;

THENCE NORTH 42 DEGREES 7 MINUTES 3 SECONDS WEST, A DISTANCE OF 17.63 FEET TO A POINT; THENCE ALONG A CURVE TO THE LEFT HAVING A RADIUS OF 6.23 FEET, AND AN ARC LENGTH OF 3.07 FEET, BEING SUBTENDED BY A CHORD OF NORTH 35 DEGREES 3 MINUTES 28 SECONDS EAST FOR A DISTANCE OF 3.04 FEET TO A POINT; THENCE ALONG A CURVE TO THE RIGHT HAVING A RADIUS OF 84.44 FEET, AND AN ARC LENGTH OF 46.09 FEET, BEING SUBTENDED BY A CHORD OF NORTH 31 DEGREES 42 MINUTES 59 SECONDS EAST FOR A DISTANCE OF 45.52 FEET TO A POINT; THENCE ALONG A CURVE TO THE RIGHT HAVING A RADIUS OF 84.37 FEET, AND AN ARC LENGTH OF 53.19 FEET, BEING SUBTENDED BY A CHORD OF NORTH 65 DEGREES 25 MINUTES 43 SECONDS EAST FOR A DISTANCE OF 52.31 FEET TO A POINT; THENCE ALONG A CURVE TO THE LEFT HAVING A RADIUS OF 12.59 FEET, AND AN ARC LENGTH OF 20.98 FEET, BEING SUBTENDED BY A CHORD OF NORTH 33 DEGREES 18 MINUTES 29 SECONDS EAST FOR A DISTANCE OF 18.64 FEET TO A POINT; THENCE ALONG A CURVE TO THE RIGHT HAVING A RADIUS OF 36.22 FEET, AND AN ARC LENGTH OF 38.01 FEET, BEING SUBTENDED BY A CHORD OF NORTH 19 DEGREES 7 MINUTES 12 SECONDS EAST FOR A DISTANCE OF 36.29 FEET TO A POINT; THENCE NORTH 48 DEGREES 6 MINUTES 0 SECONDS EAST, A DISTANCE OF 100.69 FEET TO A POINT; THENCE ALONG A CURVE TO THE RIGHT HAVING A RADIUS OF 34.92 FEET, AND AN ARC LENGTH OF 10.13 FEET, BEING SUBTENDED BY A CHORD OF NORTH 51 DEGREES 38 MINUTES 46 SECONDS EAST FOR A DISTANCE OF 10.09 FEET TO A POINT; THENCE NORTH 25 DEGREES 52 MINUTES 57 SECONDS WEST, A DISTANCE OF 6.26 FEET TO A POINT; THENCE ALONG A CURVE TO THE RIGHT HAVING A RADIUS OF 39.26 FEET, AND AN ARC LENGTH OF 35.56 FEET, BEING SUBTENDED BY A CHORD OF NORTH 87 DEGREES 41 MINUTES 18 SECONDS EAST FOR A DISTANCE OF 34.36 FEET TO A POINT; THENCE SOUTH 63 DEGREES 41 MINUTES 17 SECONDS EAST, A DISTANCE OF 3.73 FEET TO A POINT; THENCE SOUTH 38 DEGREES 14 MINUTES 47 SECONDS EAST, A DISTANCE OF 26.46 FEET TO A POINT ON SAID RIGHT-OF-WAY; THENCE ALONG SAID RIGHT-OF-WAY SOUTH 47 DEGREES 53 MINUTES 12 SECONDS WEST, A DISTANCE OF 99.62 FEET TO A POINT; THENCE DEPARTING SAID RIGHT-OF-WAY SOUTH 89 DEGREES 3 MINUTES 30 SECONDS WEST, A DISTANCE OF 4.80

FEET TO A POINT; THENCE ALONG A CURVE TO THE RIGHT HAVING A RADIUS OF 26.50 FEET, AND AN ARC LENGTH OF 25.71 FEET, BEING SUBTENDED BY A CHORD OF NORTH 25 DEGREES 41 MINUTES 20 SECONDS EAST FOR A DISTANCE OF 24.71 FEET TO A POINT; THENCE NORTH 49 DEGREES 12 MINUTES 34 SECONDS EAST, A DISTANCE OF 53.79 FEET TO A POINT; THENCE SOUTH 40 DEGREES 46 MINUTES 31 SECONDS EAST, A DISTANCE OF 7.16 FEET TO A POINT; THENCE ALONG A CURVE TO THE LEFT HAVING A RADIUS OF 8.95 FEET, AND AN ARC LENGTH OF 16.14 FEET, BEING SUBTENDED BY A CHORD OF NORTH 12 DEGREES 6 MINUTES 46 SECONDS WEST FOR A DISTANCE OF 14.04 FEET TO A POINT; THENCE NORTH 63 DEGREES 51 MINUTES 32 SECONDS WEST, A DISTANCE OF 4.67 FEET TO A POINT; THENCE ALONG A CURVE TO THE LEFT HAVING A RADIUS OF 14.77 FEET, AND AN ARC LENGTH OF 18.80 FEET, BEING SUBTENDED BY A CHORD OF SOUTH 76 DEGREES 29 MINUTES 58 SECONDS WEST FOR A DISTANCE OF 17.56 FEET TO A POINT; THENCE SOUTH 48 DEGREES 6 MINUTES 0 SECONDS WEST, A DISTANCE OF 101.88 FEET TO A POINT; THENCE ALONG A CURVE TO THE LEFT HAVING A RADIUS OF 18.72 FEET, AND AN ARC LENGTH OF 19.45 FEET, BEING SUBTENDED BY A CHORD OF SOUTH 19 DEGREES 50 MINUTES 51 SECONDS WEST FOR A DISTANCE OF 18.59 FEET TO A POINT; THENCE ALONG A CURVE TO THE RIGHT HAVING A RADIUS OF 30.09 FEET, AND AN ARC LENGTH OF 49.89 FEET, BEING SUBTENDED BY A CHORD OF SOUTH 34 DEGREES 27 MINUTES 5 SECONDS WEST FOR A DISTANCE OF 44.37 FEET TO A POINT; THENCE ALONG A CURVE TO THE LEFT HAVING A RADIUS OF 66.87 FEET, AND AN ARC LENGTH OF 79.70 FEET, BEING SUBTENDED BY A CHORD OF SOUTH 49 DEGREES 34 MINUTES 51 SECONDS WEST FOR A DISTANCE OF 75.06 FEET TO A POINT; THENCE ALONG A CURVE TO THE RIGHT HAVING A RADIUS OF 25.81 FEET, AND AN ARC LENGTH OF 12.08 FEET, BEING SUBTENDED BY A CHORD OF SOUTH 33 DEGREES 9 MINUTES 16 SECONDS WEST FOR A DISTANCE OF 11.97 FEET TO THE POINT OF BEGINNING.

SAID PERMANENT GOLF CART PATH EASEMENT CONTAINING 6,748 SQUARE FEET MORE OR LESS.

Exhibit B

Easement Agreement

[SEE ATTACHED]

After recording return to:

**Cinnamon Mack
City of Peachtree City
153 Willowbend Road
Peachtree City, Georgia 30269**

**STATE OF GEORGIA
COUNTY OF FAYETTE**

DEED OF EASEMENT

THIS INDENTURE, made and entered into this ____ day of _____ in the year 2020, between CUBESMART, L.P., as party of the first part, hereinafter referred to as "Grantor", and PEACHTREE CITY, GEORGIA, a political subdivision of the State of Georgia, as party of the second part, hereinafter referred to as "Grantee" ("Grantor" and "Grantee" to include their respective heirs, successors and assigns where the context requires or permits).

WITNESS THAT: Grantor, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, has granted, bargained, sold, aliened, conveyed and confirmed, and by these present does hereby grant, bargain, sell, alien, convey and confirm unto the said Grantee the following:

A perpetual non-exclusive easement (the "Easement") over, through, under and across certain property described consisting of approximately six thousand eight hundred and sixty-four (6,864) square feet in area as shown crosshatched on the plat of the property titled "Permanent Golf Cart Path Easement Exhibit," prepared by Integrated Science & Engineering, Inc., dated February 21, 2020, said plat attached hereto and made a part of this deed as Exhibit "A", said easement area being more particularly described in the Legal Description attached hereto as Exhibit "B", which Exhibits are incorporated herein by express reference and made a part hereof (the "Easement Area").

The purpose of the grant of Easement is to allow the Grantee, through its agents and employees, the right and privilege to install, construct, use and maintain a recreational path, together with all necessary and required pipes, conduits and apparatus, over, through, under, and across the Easement Area, the purpose of said recreational path inuring to the benefit of the public for transportation and recreational uses pursuant to O.C.G.A. § 51-3-20 et seq. The Easement shall be perpetual in duration, as long as the Easement continues to be used exclusively as a recreational path in accordance with the terms and conditions of this agreement.

If the Grantee formally vacates or abandons the use of the Easement, the Grantee shall provide Grantor with written notice of its intent and execute a release in recordable form, which will memorialize that the Easement granted herein is terminated and of no further force and effect. Grantee hereby agrees to, at its sole cost and expense, remove any and all improvements from the Easement Area within one hundred and eighty (180) days of the recording the release

described herein, unless the Grantor permits the improvements to remain as evidenced by a writing provided by Grantor to Grantee.

The Grantor shall assume no liability for injuries or damages to public users of the Easement, and Grantor shall forfeit no other property rights by virtue of the existence of this Easement on his property.

This instrument shall be binding upon the heirs, successors and assigns of the Grantor herein and shall inure to the benefit of the successors in interest of the Grantee herein.

This Easement is additionally subject to the following conditions, covenants and agreements:

1. In the event that Grantee shall, in the course of installing, maintaining or repairing its equipment, alter or disturb any installation of Grantor, then Grantee agrees to restore such installation to its condition immediately prior to such work and in a manner satisfactory to Grantor, its successors and assigns. Grantee agrees to install traffic controls at all motor vehicle crossings impacting this Easement in accordance with best practices necessary and appropriate to create and maintain safe and controlled crossing pathways.
2. To the extent permitted by Georgia Law, Grantee shall defend, indemnify and save and hold Grantor harmless from and against any and all costs, claims, expenses, demands, and causes of action of whatever nature that may arise in the use and enjoyment of the Easement herein granted out of the acts or omissions of Grantee, its employees, contractors, invitees or other persons entering upon or utilizing the Easement with the consent of Grantee or acting under its control.
3. To the extent permitted by Georgia Law, Grantee shall be liable for all property damage and bodily injury caused by its employees, contractors, invitees or other persons entering upon and utilizing the Easement with the consent of Grantee or acting under its control in the use of this Easement.
4. Grantor, its successors and assigns, shall have the right, but not the obligation, at any time and from time to time, to cure any default by Grantee hereunder, and in such event may thereafter recover from Grantee, its successors and assigns, the costs and expense thereof.
5. The Easement hereby granted is non-exclusive, and Grantor shall have the right from time to time to grant further easements over, across, through and under the Easement, for any lawful purpose, provided that the holder of such easement does not unduly or unreasonably interfere with the Easement herein granted.
6. The cost of maintenance and repair of the facilities, lines and equipment installed in this Easement, including related appurtenances and equipment shall be born entirely by Grantee, its successors and assigns. Grantee agrees to maintain the Easement and Easement Area in a safe and hazard free condition, and in compliance with all applicable laws, regulations, rules and ordinances. Grantee agrees that its maintenance obligations shall include a responsibility to, at its sole cost and expense, remove, carry away and properly dispose of rubbish, trash, debris or other

items that may be transported discarded, thrown or placed on Grantor's property in and around the Easement Area.

It is additionally provided that this Easement is granted and conveyed subject to any and all matters of public record or existing on the ground, if any such do exist and affect the Easement Area and now remain in effect.

IN WITNESS WHEREOF, the Grantor has hereunto set their hands and seals, or if corporate, have caused this document to be executed by its duly authorized officers and its seal to be hereunto affixed, as of this day and the year first above written.

Signed, Sealed and Delivered

This ____ day of _____,

CUBE SMART, L.P., a
Delaware limited partnership

By: CUBESMART, its general partner

By: _____
Name: _____
Title: _____

in the presence of:

Witness

Notary Public

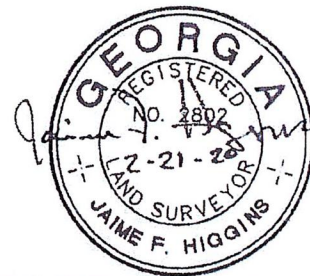
My Commission Expires:

40'	20'	0'	40'

1039 Sullivan Road, Suite 200, Hemmon, Georgia 30265
(p)678.552.2106 (f)678.552.2107
Atlanta/Savannah

Parcel Line Table		
Line #	Length	Direction
L1	17.63	N42°07'03"W
L3	6.26	N25°52'57"W
L4	3.73	S63°41'17"E
L5	26.46	S38°14'47"E
L6	99.62	S47°53'12"W
L8	53.79	N49°12'34"E
L9	7.16	S40°46'31"E
L11	101.88	S48°06'00"W
L12	9.52	N41°44'42"W

Curve Table					
Curve #	Length	Radius	Delta	Chord Direction	Chord Length
C1	3.07	6.23	28.30	N35° 03' 28"E	3.04
C2	46.09	84.44	31.28	N31° 42' 59"E	45.52
C3	53.19	84.37	36.12	N65° 25' 43"E	52.31
C4	20.98	12.59	95.45	N33° 18' 29"E	18.64
C5	38.01	36.22	60.12	N19° 07' 12"E	36.29
C6	10.13	34.92	16.62	N51° 38' 46"E	10.09
C7	35.56	39.26	51.90	N87° 41' 18"E	34.36
C8	25.71	26.50	55.58	N25° 41' 20"E	24.71
C9	16.14	8.95	103.33	N12° 06' 46"W	14.04
C10	18.80	14.77	72.92	S76° 29' 58"W	17.56
C11	19.45	18.72	59.51	S19° 50' 51"W	18.59
C12	49.89	30.09	94.98	S34° 27' 05"W	44.37
C13	79.70	66.87	68.29	S49° 34' 51"W	75.06
C14	12.08	25.81	26.81	S33° 09' 16"W	11.97



2 OF 2

PERMANENT GOLF CART
PATH EASEMENT EXHIBIT

LAND LOT 49 ~ 6TH DISTRICT
PEACHTREE CITY
FAYETTE COUNTY ~ GEORGIA

Date:
2/21/20

Drawn by:
DAH

Project #:
1014.1809

Review by:
JFH



INTEGRATED
Science &
Engineering

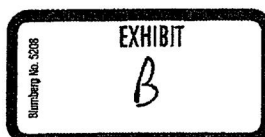
1039 Sullivan Road, Suite 200, Norcross, Georgia 30285
(p)678.552.2106 (f)678.552.2107
Atlanta/Savannah

**LEGAL DESCRIPTION
PERMANENT GOLF CART PATH EASEMENT**

ALL THAT TRACT OR PARCEL OF LAND LYING AND BEING IN LAND LOT 49, 6TH DISTRICT, CITY OF PEACHTREE CITY, FAYETTE COUNTY, GEORGIA CAN BE MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT A REBAR AND CAP FOUND ALONG THE NORTHWESTERLY RIGHT OF WAY OF CROSSTOWN DRIVE (100 FOOT RIGHT-OF-WAY) BEING THE SOUTHWEST PROPERTY CORNER OF TAX PARCEL 0612 023, THAT IS 539.60 FEET NORTHWESTERLY OF THE WESTERLY MITERED INTERSECTION OF GEORGIA STATE ROUTE 74 AND THE NORTHWESTERLY RIGHT-OF-WAY OF CROSSTOWN DRIVE, AS MEASURED ALONG THE NORTHWESTERLY RIGHT-OF-WAY OF CROSSTOWN DRIVE; THENCE DEPARTING SAID RIGHT-OF-WAY NORTH 42 DEGREES 4 MINUTES 14 SECONDS WEST A DISTANCE OF 9.43 FEET TO THE **POINT OF BEGINNING**;

THENCE NORTH 42 DEGREES 7 MINUTES 3 SECONDS WEST, A DISTANCE OF 17.63 FEET TO A POINT; THENCE ALONG A CURVE TO THE LEFT HAVING A RADIUS OF 6.23 FEET, AND AN ARC LENGTH OF 3.07 FEET, BEING SUBTENDED BY A CHORD OF NORTH 35 DEGREES 3 MINUTES 28 SECONDS EAST FOR A DISTANCE OF 3.04 FEET TO A POINT; THENCE ALONG A CURVE TO THE RIGHT HAVING A RADIUS OF 84.44 FEET, AND AN ARC LENGTH OF 46.09 FEET, BEING SUBTENDED BY A CHORD OF NORTH 31 DEGREES 42 MINUTES 59 SECONDS EAST FOR A DISTANCE OF 45.52 FEET TO A POINT; THENCE ALONG A CURVE TO THE RIGHT HAVING A RADIUS OF 84.37 FEET, AND AN ARC LENGTH OF 53.19 FEET, BEING SUBTENDED BY A CHORD OF NORTH 65 DEGREES 25 MINUTES 43 SECONDS EAST FOR A DISTANCE OF 52.31 FEET TO A POINT; THENCE ALONG A CURVE TO THE LEFT HAVING A RADIUS OF 12.59 FEET, AND AN ARC LENGTH OF 20.98 FEET, BEING SUBTENDED BY A CHORD OF NORTH 33 DEGREES 18 MINUTES 29 SECONDS EAST FOR A DISTANCE OF 18.64 FEET TO A POINT; THENCE ALONG A CURVE TO THE RIGHT HAVING A RADIUS OF 36.22 FEET, AND AN ARC LENGTH OF 38.01 FEET, BEING SUBTENDED BY A CHORD OF NORTH 19 DEGREES 7 MINUTES 12 SECONDS EAST FOR A DISTANCE OF 36.29 FEET TO A POINT; THENCE NORTH 48 DEGREES 6 MINUTES 0 SECONDS EAST, A DISTANCE OF 100.69 FEET TO A POINT; THENCE ALONG A CURVE TO THE RIGHT HAVING A RADIUS OF 34.92 FEET, AND AN ARC LENGTH OF 10.13 FEET, BEING SUBTENDED BY A CHORD OF NORTH 51 DEGREES 38 MINUTES 46 SECONDS EAST FOR A DISTANCE OF 10.09 FEET TO A POINT; THENCE NORTH 25 DEGREES 52 MINUTES 57 SECONDS WEST, A DISTANCE OF 6.26 FEET TO A POINT; THENCE ALONG A CURVE TO THE RIGHT HAVING A RADIUS OF 39.26 FEET, AND AN ARC LENGTH OF 35.56 FEET, BEING SUBTENDED BY A CHORD OF NORTH 87 DEGREES 41 MINUTES 18 SECONDS EAST FOR A DISTANCE OF 34.36 FEET TO A POINT; THENCE SOUTH 63 DEGREES 41 MINUTES 17 SECONDS EAST, A DISTANCE OF 3.73 FEET TO A POINT; THENCE SOUTH 38 DEGREES 14 MINUTES 47 SECONDS EAST, A DISTANCE OF 26.46 FEET TO A POINT ON SAID RIGHT-OF-WAY; THENCE ALONG SAID RIGHT-OF-WAY SOUTH 47 DEGREES 53 MINUTES 12 SECONDS WEST, A DISTANCE OF 99.62 FEET TO A POINT; THENCE DEPARTING SAID RIGHT-OF-WAY SOUTH 89 DEGREES 3 MINUTES 30 SECONDS WEST, A DISTANCE OF 4.80



FEET TO A POINT; THENCE ALONG A CURVE TO THE RIGHT HAVING A RADIUS OF 26.50 FEET, AND AN ARC LENGTH OF 25.71 FEET, BEING SUBTENDED BY A CHORD OF NORTH 25 DEGREES 41 MINUTES 20 SECONDS EAST FOR A DISTANCE OF 24.71 FEET TO A POINT; THENCE NORTH 49 DEGREES 12 MINUTES 34 SECONDS EAST, A DISTANCE OF 53.79 FEET TO A POINT; THENCE SOUTH 40 DEGREES 46 MINUTES 31 SECONDS EAST, A DISTANCE OF 7.16 FEET TO A POINT; THENCE ALONG A CURVE TO THE LEFT HAVING A RADIUS OF 8.95 FEET, AND AN ARC LENGTH OF 16.14 FEET, BEING SUBTENDED BY A CHORD OF NORTH 12 DEGREES 6 MINUTES 46 SECONDS WEST FOR A DISTANCE OF 14.04 FEET TO A POINT; THENCE NORTH 63 DEGREES 51 MINUTES 32 SECONDS WEST, A DISTANCE OF 4.67 FEET TO A POINT; THENCE ALONG A CURVE TO THE LEFT HAVING A RADIUS OF 14.77 FEET, AND AN ARC LENGTH OF 18.80 FEET, BEING SUBTENDED BY A CHORD OF SOUTH 76 DEGREES 29 MINUTES 58 SECONDS WEST FOR A DISTANCE OF 17.56 FEET TO A POINT; THENCE SOUTH 48 DEGREES 6 MINUTES 0 SECONDS WEST, A DISTANCE OF 101.88 FEET TO A POINT; THENCE ALONG A CURVE TO THE LEFT HAVING A RADIUS OF 18.72 FEET, AND AN ARC LENGTH OF 19.45 FEET, BEING SUBTENDED BY A CHORD OF SOUTH 19 DEGREES 50 MINUTES 51 SECONDS WEST FOR A DISTANCE OF 18.59 FEET TO A POINT; THENCE ALONG A CURVE TO THE RIGHT HAVING A RADIUS OF 30.09 FEET, AND AN ARC LENGTH OF 49.89 FEET, BEING SUBTENDED BY A CHORD OF SOUTH 34 DEGREES 27 MINUTES 5 SECONDS WEST FOR A DISTANCE OF 44.37 FEET TO A POINT; THENCE ALONG A CURVE TO THE LEFT HAVING A RADIUS OF 66.87 FEET, AND AN ARC LENGTH OF 79.70 FEET, BEING SUBTENDED BY A CHORD OF SOUTH 49 DEGREES 34 MINUTES 51 SECONDS WEST FOR A DISTANCE OF 75.06 FEET TO A POINT; THENCE ALONG A CURVE TO THE RIGHT HAVING A RADIUS OF 25.81 FEET, AND AN ARC LENGTH OF 12.08 FEET, BEING SUBTENDED BY A CHORD OF SOUTH 33 DEGREES 9 MINUTES 16 SECONDS WEST FOR A DISTANCE OF 11.97 FEET TO THE POINT OF BEGINNING.

SAID PERMANENT GOLF CART PATH EASEMENT CONTAINING 6,748 SQUARE FEET MORE OR LESS.

Exhibit C

Plans

[SEE ATTACHED]

A diagram of a rectangular prism with dimensions 40' (length), 20' (width), and 0' (height). The top face is shaded blue and labeled 40' x 20'. The front face is shaded blue and labeled 40' x 0'. The side face is white and labeled 20' x 0'.

1039 Sullivan Road, Suite 200, Newnan, Georgia 30265
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Atlanta/Savannah

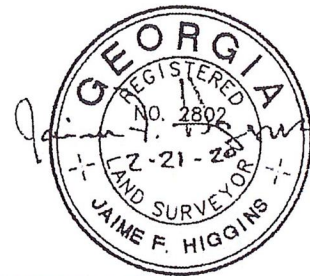
Blumberg No. 5208

EXHIBIT

A

Parcel Line Table		
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C13	79.70	66.87	68.29	S49° 34' 51"W	75.06
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2 OF 2

PERMANENT GOLF CART
PATH EASEMENT EXHIBIT

LAND LOT 49 ~ 6TH DISTRICT
PEACHTREE CITY
FAYETTE COUNTY ~ GEORGIA

Date:
2/21/20

Drawn by:
DAH

Project #:
1014.1809

Review by:
JFH



INTEGRATED
Science & Engineering

1039 Sullivan Road, Suite 200, Marietta, Georgia 30065
(p) 678.552.2106 (f) 678.552.2107
Atlanta/Savannah

CITY OF PEACHTREE CITY

INTEROFFICE MEMORANDUM

TO: Mayor and City Council

VIA: Jonathan Rorie, City Manager ✓
 Paul Salvatore, Financial Services Director
 Kelly Bush, Assistant Financial Services Director KB
 Angela Egan, Purchasing Agent
 David Borkowski, City Engineer David A. Borkowski

FROM: Chase Douglas, Civil Engineer Chase Douglas

DATE: 2/26/2020

SUBJECT: Bridge and Tunnel Maintenance
 March 5, 2020, City Council Meeting

Recommendation:

Staff recommends that the City award a contract to Engineered Restorations in the amount of \$89,150.00 for needed repairs to (14) fourteen multi-use bridges and (2) two multi-use path tunnels throughout the City.

Discussion:

Inspections have been performed by the consulting firm ARCADIS on all the City's multi-use path bridges and tunnels resulting in a list of necessary repairs for the safety and longevity of the structures.

Staff has triaged this list of repairs and grouped items according to what can be done in-house and what needs to be contracted out. Based upon staff review, there are repair items that need to be contracted out on bridges B01, B03, B05, B06, B07, B12, B18, B19, B22, B24, B25, B26, B28, B31, and tunnels T23 and T24.

As a brand name vendor for these type of repairs, staff is recommending awarding the contractual work to Engineered Restoration to complete necessary repairs.

Budget Impact:

Adequate funds are budgeted in the CIP and SPLOST accounts to cover this expense. Specifically funds for B01, B05, B06, B07, B12, B18, B22, B25, B31, and T23 will be charged to the CIP fund, and funds for B03, B19, B24, B26, B28, and T24 will be charged to the SPLOST account.

CITY OF PEACHTREE CITY

INTEROFFICE MEMORANDUM

TO: Mayor and Council

FROM: Jonathan N. Rorie, City Manager 

DATE: February 25, 2020

SUBJECT: Consider Appointment of Alternate Board Member - Airport Authority
Consent Agenda, March 5, 2020

Recommendation:

Appoint Gregory Garmon as an Alternate member to the Airport Authority Board for the balance of the term stated 1/1/20 – 12/31/20. If approved at the 3/5/2020 Council Meeting, the term would be active 3/6/20 – 12/31/20.

Discussion:

The Selection Committee, composed of Mayor Fleisch, Council Member Phil Prebor, and Chairman of the Airport Authority-Kevin Lund, considered five (5) applicants for the alternate position on the Airport Authority Board.

The Committee met with the applicants and learned of their experience and qualifications to serve on the Airport Authority. Their recommendation, as stated above, is to appoint Gregory Garmon as an alternate to the Airport Authority Board.

Budget Impact:

This item should have no budgetary impact.

CITY OF PEACHTREE CITY

INTEROFFICE MEMORANDUM

TO: Mayor and City Council

VIA: Jonathan N. Rorie, City Manager 

FROM: Robin Cailloux, AICP
Planning and Development Director

DATE: February 24, 2020

SUBJECT: Public Hearing: Consider Variance Request, Painted Wall Sign, 300 City Circle
March 05, 2020 City Council Meeting

Case Number:	PV20-0002
Request:	Variance from Chapter 66, Article 1, Section 66-3, Sign Ordinance To allow a sign painted directly on the building facade
Property Location:	300 City Circle, The Avenue
Current Zoning:	LUC-13, Limited Use Commercial
Applicant:	Faton Gjuka

Discussion:

The Applicant is requesting relief in the form of a variance from the permitted sign types as per the definition of a Wall Sign per section 66-3 of the Sign Ordinance. A wall sign is defined as a sign that *"is fastened directly to the exterior wall of a building and extends from the surface of the wall no more than 15 inches."* The applicant is proposing to paint their signage directly on the façade of the building, thereby not meeting the City's standards.

As part of the application, the Applicant has included a justification narrative, elevations and sign plans showing the proposed sign on the building front. The proposed painted sign meets the size requirements of the sign ordinance.

Sign Ordinance Purpose

The sign variance criteria are discussed below; however, these criteria do not strictly apply to this variance request. Therefore, staff has also added discussion concerning the purpose of the sign ordinance and if the proposed variance meets this standard.

The ordinance lists multiple reasons for the adoption of the sign ordinance, which are summarized in Section 66-2(7):

300 City Circle Variance Request

Page 2

- (1) *Balance the rights of individuals to convey their message through signs and the right of the public to be protected against the unrestricted proliferation of signs;*

Staff Comment: The applicant is not requesting more than the permitted number of signs.

- (2) *Further the objectives of the city's comprehensive plan;*

Staff Comment: The applicant is bringing a new business to Peachtree City, meeting the plan's economic development goal of maintaining a diversified economy.

- (3) *Protect the public health, safety, welfare, and aesthetics of the city;*

Staff Comment: The proposal will have no negative impacts on the public health, safety, welfare, and aesthetics of the City. Staff is of the opinion that the aesthetics of the painted sign meets the unique nature of the business.

- (4) *Reduce traffic and pedestrian hazards;*

Staff Comment: There are no negative impacts to traffic or pedestrian safety.

- (5) *Maintain the image of the city, particularly the planned community nature of the city;*

Staff Comment: The proposal does not negatively impact the planned community nature of the City.

- (6) *Protect property values by minimizing the potentially adverse effects and visual blight caused by signs;*

Staff Comment: The proposal will not create visual blight.

- (7) *Promote economic development; and*

Staff Comment: The applicant contends that the painted sign is a key part of their brand and contributes significantly to the overall authentic experience they wish to create for their customers. Additionally, the applicant assures that the painted sign can be removed by pressure washing.

- (8) *Ensure the fair and consistent enforcement of sign regulations.*

Staff Comment: Approval of the variance request will not establish precedent for additional painted signs throughout the City.

Variance Criteria

Section 66-7(i) of the Peachtree City Sign Ordinance states the City Council shall be limited to the following hardship situations:

300 City Circle Variance Request

Page 3

- (1) Where the proximity of existing signs on adjoining lots causes the subject property to be ineligible, due to spacing requirements, for a sign of the type sought; or

Staff Comment: Not applicable.

- (2) Where visibility of a conforming sign from the proposed street and within 50 feet of the proposed sign would be substantially impaired by existing trees, plants, natural features, signs, buildings or structures on a different lot; and

Staff Comment: Not applicable.

- (3) Placement of the sign elsewhere on the lot would not remedy the visual obstruction;

Staff Comment: Not applicable.

- (4) Such visibility obstruction was not created by the owner of the subject property; and

Staff Comment: Not applicable.

- (5) The variance proposed would not create a safety hazard to vehicular traffic or pedestrians as determined by the city engineer.

Staff Comment: Granting of a variance in this case would not be detrimental to public health, safety, or general welfare. The applicant has the support of property manager.

ATTACHMENTS



VARIANCE APPLICATION

153 Willowbend Rd, Peachtree City, GA 30269
P: 770-487-5731 F: 770-631-2552
WWW.PEACHTREE-CITY.ORG

Admin. Variance Fee: \$25.00
Variance Fee: \$300.00 + \$100
for each additional request

Receipt # _____
Date Filed ____ / ____ / ____
Case # _____
Office Use Only

VARIANCE LOCATION	Street Address 300 City Circle #1520 Peachtree City, GA 30269	PROPERTY OWNER	Name POAG Shopping Center
	Zoning District: ☐ Residential ☐ Multi-Family ☒ Commercial\Industrial\Office Variance Type: ☐ Administrative ☐ Special Exception ☐ Variance (check one below) Variance from which ordinance: ☐ Sign ☐ Fence ☐ Land Development ☐ Zoning		Phone Andrew Moth @ 315-345-4730
PROPERTY INFO			Email amoth@poagllc.com
			Subdivision: The Avenues
APPLICANT	Name Faton Gjuka	SUPPORTING DOCUMENTS	Phase: _____ Lot # _____
	Address 3655 East Paces Walk NE		Please submit the following evidentiary items in support of this application and the requested variances. (Please check off the items that are attached to this application) ☐ Site plan (with property lines and proposed work) ☐ A detailed report justifying the requested variance ☐ Letters of support from adjacent property owners ☐ Digital Photographs \ Renderings (CD or Email) ☐ Other Items Demonstrating Need (topo. Survey, etc)
	City, State, Zip Atlanta, GA 30326		
	Phone # 419-297-9642		
	Email faton.gjuka@gmail.com		

ADMINISTRATIVE VARIANCE	1.) Is a current survey included with the application? ☐ Yes ☐ No	Briefly describe why this variance is being requested: (A separate detailed report is still required to be attached to this application)
	2.) Does the application pertain to a zoning setback? ☐ Yes ☐ No	
	3.) Is the violation an existing setback violation? ☐ Yes ☐ No	
	4.) How long has the violation existed? _____ Years	
	5.) What is the required setback? _____ Feet	
	6.) How much of a variance is being requested? _____ Feet	
	7.) Were you the owner of the property when the violation occurred? (If not, who was?) ☐ Yes ☐ No	

SPECIAL EXCEPTION	1.) Is a current survey included with the application? ☐ Yes ☐ No	Briefly describe why this variance is being requested: (A separate detailed report is still required to be attached to this application)
	2.) Has property been rezoned or deed restrictions? ☐ Yes ☐ No	
	3.) Is the violation an existing setback violation? ☐ Yes ☐ No	
	4.) Application for a bldg setback, fence, or parking? (Circle One)	
	5.) What is the required setback, height, or spaces? _____	
	6.) How much of a variance is being requested? _____	

VARIANCE	Please review the ordinances and instructions on the back of this page.	Briefly describe why this variance is being requested: (A separate detailed report is still required to be attached to this application)
	1.) Is a current survey included with the application? ☐ Yes ☐ No 2.) How much of a variance is being requested? _____ Feet 3.) Were you the owner of the property when the violation occurred? (If not, who was?) ☐ Yes ☐ No	
		Requesting approval for a painted sign within the allowable dimensions (attached)

I hereby certify that I am the owner of the property on which a variance is being requested and that all information provided as a part of this application is true and correct.

Signature of Owner/Agent: Faton Gjuka Date **February 4, 2020**

OFFICE ONLY

ADMINISTRATIVE VARIANCE	Signature: _____
Date of Acceptance: _____	Date of Hearing: _____
	☐ Approved ☐ Denied ☐ Approved with Conditions
SPECIAL EXCEPTIONS & VARIANCE FROM ORDINANCES	This application, along with the required fee and all necessary supplemental documents, has been properly submitted and is hereby accepted for consideration by the City Council at a public hearing in the City Council Chambers at 7:00 PM on the date shown below:
Signature: _____	Date of Acceptance: _____ Date of Public Hearing: _____

VARIANCE & APPEALS ORDINANCE

For the complete variance ordinance please refer to Appendix A Zoning Article XII in Peachtree City's Code of Ordinances

Tenant, "Positano Pizza Napoletana - Peachtree City LLC", is requesting a painted wall sign, within the approved dimensional limit of 58.5 sqft. Each letter is painted on the brick to spell out "Positano Pizza Napoletana". The painted sign would look like the attached exhibit. Dimensions and specs also included in the exhibit.

The reason we are requesting a painted sign is because it changes the obsolete look of the shopping plaza. The authentic look, the font, the colors ... add authenticity, greater attraction and ultimately more customers for the tenant and the landlord. It is just as much art as it is a sign.

The landlord loves this concept. In fact, they were inspired by our proposed sign and have painted two large murals in the Avenues. Their murals automatically qualify as art and hence they didn't need a variance.

We are trying to build an authentic restaurant experience that provides a unique atmosphere for the families of Peachtree City. Positano Pizza Napoletana is an authentic Neapolitan pizza restaurant that serves pizzas, salads, gelato, espresso, and desserts.

Unique about the restaurant is the way pizzas are sourced, made and baked. We pride ourselves in serving customers the freshest and most authentic ingredients imported directly from Italy. From the 00 flour that creates the airy, classic crust to the flavorful mozzarella di bufala and fresh fior di latte cheeses, and the world-class San Marzano tomatoes, the pizzas are ripe with exceptional flavor and authenticity. Simple and delicious, Positano pizza reflects the true tastes of Italy. There is no better way to convince a person that this is the best pizza in Georgia, than by trying it.

Indeed, all ingredients are imported from Italy – the flour, tomatoes, sausage, cheeses, olive oil, etc. So are the ovens. Positano uses Acunto wood-fired, volcanic stone ovens built in Naples. Both pizzas and salads are made in front of the customers. In fact, pizzas are baked in just 90 seconds in 900-degree ovens! The ovens and the pizza making are the star and the entertainment.

The décor is industrial, mid-century, with hints of Italian design. Seating is community style, meaning you sit where space is available allowing you to make friends with strangers while listening to Italian music and watching the pizza making.

As you can see, the painted sign we are requesting is a key part of the entire package that makes us authentic. In our other restaurant the sign has become as popular as the food, and people often take pictures in front of it.

Having to change the sign to something generic, a commonplace sign that can be found anywhere, makes the authentic experience we are striving for less than.

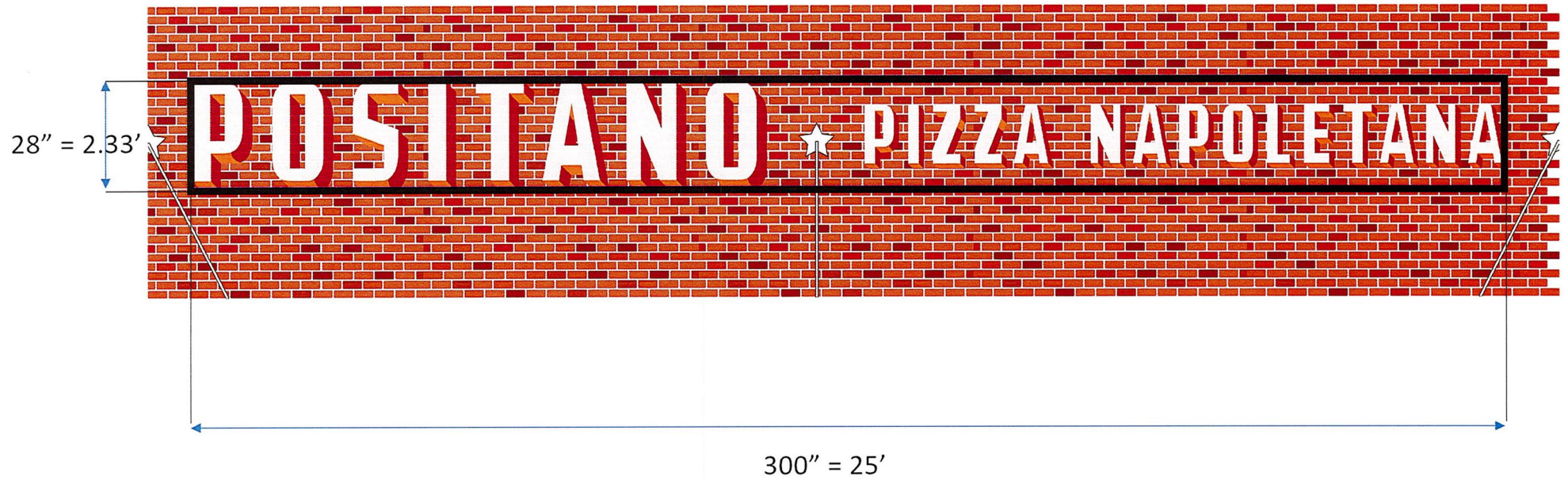
We kindly ask for your consideration to approve our request. We also look forward to meeting you at our restaurant once we open. You'll love it!

Sign will be painted on existing brick, there will be no background or border around sign. Sign may be pressure washed to remove.

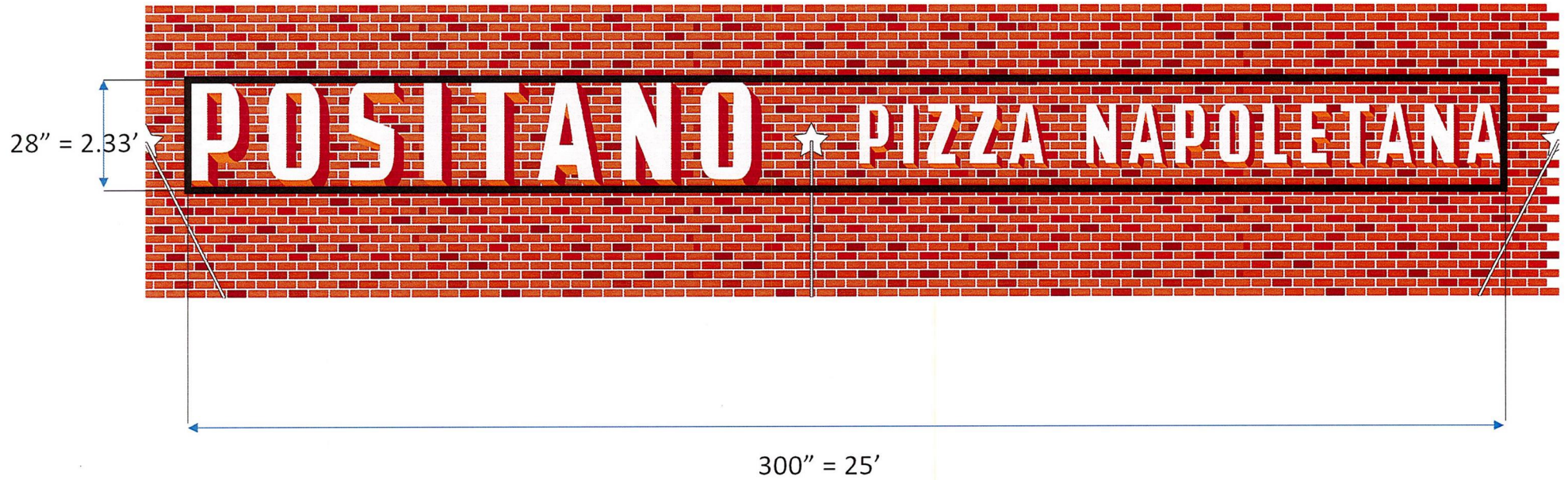




Total Square Footage: 58.33



Total Square Footage: 58.33



Sign will be painted on existing brick, there will be no background or border around sign. Sign may be pressure washed to remove.





CITY OF PEACHTREE CITY

INTEROFFICE MEMORANDUM

TO: Mayor and City Council

VIA: Jonathan Rorie, City Manager 
 Paul Salvatore, Financial Services Director
 Kelly Bush, Assistant Financial Services Director 
 Angela Egan, Purchasing Agent 

FROM: David Borkowski, City Engineer 

DATE: February 25, 2020

SUBJECT: Meade Field Land Swap
March 5, 2020, City Council Meeting

Recommendation:

Staff recommends that Council approve the contract, running the ad, and authorize the Mayor and City Manager to take the necessary steps to complete the land swap transaction.

Discussion:

Staff has been looking at the City's parks and recreational facilities in order to better manage parking and overall utilization. With Meade, in order to maximize the needed space for additional parking in between the lacrosse fields and girls softball, the gravel access road will be impacted.

In order to solve the access issue, Staff has been working with the owner of the adjacent property that fronts Rockaway Road. The City and the adjacent property owner have come to an agreement on an equal-value land swap. This land swap will give the City frontage on Rockaway Road, and the adjacent owner will get a small strip of land where the gravel access road is now.

The City Attorney reviewed the attached contract and legal documents and they are in order. The adjacent property owner is also in agreement with the proposed land swap. Staff is requesting approval of the land swap

Budget Impact:

Since the land swap is of equal value, no monies will be exchanged. There are adequate funds in the CIP Park Enhancement Fund to cover closing costs and advertising costs.

Attachments

NOTICE OF PROPOSED EXCHANGE OF MUNICIPAL PROPERTY

The City of Peachtree City, Georgia has entered into an agreement with Clarendon Place, Inc., for the exchange of real property pursuant to the requirements of O.C.G.A. § 36-37-6(c). Under the terms of said agreement, Peachtree City will be receiving a parcel of property consisting of 33,097 square feet or 0.760 acres of land, more or less, and will be conveying to Clarendon Place, Inc. a parcel of property consisting of 33,097 square feet or 0.760 acre of land, more or less. The closing for the exchange of said property is scheduled to occur between April 6, 2020 and April 10, 2020.

A copy of the agreement between the parties, which include a survey and legal descriptions of the properties, along with appraisals of the properties, is available for inspection at the offices of the City Manager of the City of Peachtree City, 151 Willowbend Road, Peachtree City, Georgia 30269.

Betsy Tyler, City Clerk
Peachtree City, Georgia

NOTE: AD TO RUN ON MARCH 11, MARCH 18, MARCH 25, AND APRIL 4

CONTRACT FOR THE EXCHANGE OF REAL PROPERTY

GEORGIA, FAYETTE COUNTY

THIS CONTRACT, made as of this _____ day of March, 2020, by and among CLARENDON PLACE, INC. (hereinafter referred to as "Seller"), the CITY OF PEACHTREE CITY, GEORGIA, a municipal corporation, (hereinafter referred to as "Purchaser").

WITNESSETH

WHEREAS, Seller wishes to exchange with Purchaser, and Purchaser wishes to exchange with Seller, certain real property more particularly described hereinafter and upon the terms and conditions hereinafter set forth.

NOW, THEREFORE, for and in consideration of the premises and for other valuable considerations, in hand paid by Purchaser to Seller and by Seller to Purchaser, the receipt and sufficiency of which are hereby acknowledged, Seller and Purchaser hereby covenant and agree as follows:

1. Exchange of Property. Seller agrees to convey to Purchaser, and Purchaser agrees to receive from Seller, upon the terms and conditions hereinafter provided, that certain real property located in Fayette County, Georgia and being more particularly described as Portion 2 on Exhibit "A", which is attached hereto and by reference made a part hereof, which property is more particularly described on Exhibit "B" which is attached hereto and by reference made a part hereof, together with any improvements located thereon, all plants, trees and shrubbery located thereon, and all right, title and interest of Seller in and to any public rights-of-way or private drives adjacent thereto (all of which property is collectively hereinafter referred to as the "Tract A"). In exchange for such conveyance, Purchaser agrees to convey to Seller, and Seller agrees to receive from Purchaser, upon the terms and conditions hereinafter provided, that certain real property located in Fayette County, Georgia and being more particularly described on as Portion 1 on Exhibit "A", which is attached hereto and by reference made a part hereof, which property is more particularly described on Exhibit "C" which is attached hereto and by reference made a part hereof, together with any improvements located thereon, all plants, trees and shrubbery located thereon, and all right, title and interest of Seller in and to any public rights-of-way or private drives adjacent thereto.

2. Purchase Price. The exchange of Portion 1 and Portion 2 by the Purchaser and Seller shall be in accordance with O.C.G.A. § 36-37-6(c). No additional compensation shall be paid by either the Purchaser or the Seller.

3. Closing and Closing Date. The closing of the purchase and sale of the Property (hereinafter referred to as the "Closing") shall be held at a time during normal business hours at the offices of Purchaser's attorney in Newnan, Georgia. The Closing date shall be selected by Purchaser; however, the Closing shall occur on a date and at a time certain no more than ten (10) days after Purchaser has satisfied itself of all of the Conditions and Contingencies as set forth in Paragraph 7 and the Special Stipulations as set forth in Paragraph 15.

4. Conveyance of Property. Seller and Purchaser warrant that each presently has title to Portion 1 and Portion 2 (hereinafter referred to collectively as the "Property"), and at the time the sale is consummated, each agrees to convey good and marketable title to the Property via Quit Claim Deed. Good and marketable title is hereby defined as title which is insurable by a national title company at its standard rates without exception other than the following permitted title exceptions: Zoning ordinances affecting said Property; easements above the surface of the Property for public utilities for distribution purposes (not transmission) along one or more of the Property lines; and current state and county ad valorem property taxes not yet due and payable.

5. Title Examination. Both Seller and Purchaser shall move within a reasonable time and in good faith after acceptance of this Agreement to examine title and to furnish the other party with a written statement of objections affecting the marketability of said title. Each party hereto shall have fifteen (15) days after receipt of such objections to satisfy all valid objections, and if either party fails to satisfy such valid objections within such fifteen (15) day period, then at the option of the either party, evidenced by written notice to the other party:

5.1. Either party may waive any objections and consummate the transaction subject to such objections; or

5.2. Either party may terminate this Agreement and, thereafter, no party to this Agreement shall have any further rights, obligations or liabilities hereunder; or

6. Warranties. Seller warrants to Purchaser, and Purchaser warrants to Seller, as follows:

6.1. Each party presently has good and marketable fee simple title to the property.

6.2. The Property will be in substantially the same condition at time of the closing as on the date hereinabove first written.

6.3. No portion of the property lies within the 100-year flood plain.

6.4. Neither Seller nor Purchaser has no actual or constructive notice or knowledge either (a) of the existence of "hazardous materials" (as defined hereinafter) on or within the ground or ground water of the Property, or (b) that any such hazardous materials have been spilled, released or disposed of on or within the Property. As used herein, the term "hazardous materials" means any "hazardous substances" or "hazardous waste" as defined in, or with reference to, the Resource Conservation Recovery Act, 42 USC 6901, et. seq. and/or the Comprehensive Environmental Response, Compensation and Liability Act, 42 USC 9601, et. seq., as amended; or any pollutant or contaminate or hazardous, dangerous or toxic chemical, materials or substances within the meaning of any other applicable federal, state or local law, regulation, ordinance or requirement relating to or imposing liability or standards of conduct concerning any hazardous, toxic or dangerous waste, substance or material, all as amended.

7. Conditions and Contingencies. The consummation of this transaction as contemplated by the terms of this Agreement is subject to all of the following conditions and contingencies:

8. Termination. In addition to all other rights of Seller or Purchaser under this Agreement as provided by law (and not in lieu of any such rights) , Seller or Purchaser, at either party's sole election or sole discretion, may cancel and terminate this Agreement by written notice to the other party, if any one or more of the following conditions or states of fact shall exist at the closing date.

8.1. Any notice shall be given of proceeding filed or commenced by any governmental authority or other agency having powers of condemnation concerning the property or any portion thereof.

8.2. The property or any portion thereof shall be substantially damaged or destroyed by earthquake, erosion, flooding, or by force of nature or act of God after the date hereinabove first written.

8.3. Seller or Purchaser shall not have cured any valid objections to or defects in title as required by and within the time prescribed in paragraph 7 hereinabove.

8.4. The failure of Seller's warranty set forth in paragraph 9 hereinabove to be true and correct on the date of closing.

8.5. Failure of either party to deliver to the other party at closing the Quit Claim Deed described in paragraph 4 hereinabove.

8.6.(a) Failure of either party to deliver to the other party at closing an affidavit stating that there are no unpaid or unsatisfied mortgages, security deeds, liens or other encumbrances which could constitute a lien against the Property; that there are not disputes concerning the location of the lines and corners of the Property; that there are no pending suits, proceedings, judgments, bankruptcies, liens, or executions against or affecting either party in either the county in which the Property is located or in any other county in the State of Georgia which would affect title to the Property; that there are no outstanding bills incurred for the labor and materials used in making improvements or repairs on the Property or for services of architects, surveyors or engineers incurred in connection therewith.

8.6.(b) Failure of either party to deliver at closing an affidavit or certificate with respect to Section 1445 of the Internal Revenue Code stating that the party is not a foreign person as defined in Section 1445 and applicable regulations thereunder, Certification of Non-Foreign status.

9. Broker's Commission. Purchaser and Seller represent and warrant each to the other that they have not discussed this Agreement or the subject matter hereof with, and have not engaged in any fashion or any connection with this transaction the services of, any real estate or other broker, agent or salesman so as to create a commission or similar fee with respect to the purchase and sale of the property contemplated by this Agreement. It is understood and agreed that no commission shall be due hereunder. Purchaser and Seller each hereby indemnifies the other against and agrees to hold harmless the other from any and all claims for real estate commissions or similar fees arising out of or in any way connected with any claimed agency relationship with the indemnitor and relating to the purchase and sale of the property contemplated by this agreement.

10. Survival of Provisions. All covenants, warranties, representations and agreements set forth in this Agreement shall survive the Closing and will survive the execution of all deeds and other documents at any time executed and delivered under, pursuant to, or by reason of this Agreement.

11. Real Estate Taxes. All real estate taxes on the Property for the calendar year in which the sale is closed shall be pro-rated as of the date of closing.

12. Closing Costs. Except as otherwise provided in this Agreement, Closing costs shall be paid by the Purchaser; provided, however, that any title insurance requested by the Seller shall be paid by the Seller.

13. Notices. Any notices which may be permitted or required hereunder to be given to Purchaser and/or Seller shall be in writing and shall be deemed to have been duly given as of the date and time the same are deposited in the United States Postal Service, postage pre-paid, and to be mailed by registered or certified mail, return receipt requested, and addressed to the parties as follows:

To the Seller:

Clarendon Place, Inc.

To the Purchaser:

City of Peachtree City
Attn: Jon Rorie, City Manager
151 Willowbend Road
Peachtree City, Georgia 30269

14. Miscellaneous. The parties further agree as follows:

14.1. Possession of the Property shall be delivered to each party upon delivery of the deeds from the other party.

14.2. No failure of either party to exercise any power herein given or to insist upon strict compliance with any obligation specified herein and no custom or practice at variance with the terms hereof shall constitute a waiver of either party's right to demand exact compliance with the terms and provisions of this Agreement.

14.3. This Agreement constitutes the entire agreement of the parties hereto, and no representations, inducements, promises or agreements, oral or otherwise, among the parties not invited herein shall be of any force or effect. Any amendment to this Agreement shall not be binding upon all of the parties hereto unless such amendment is in writing and executed by all parties hereto.

14.4. The provisions of this Agreement shall inure the benefit of and shall be binding upon the parties hereto and their respective successors, representatives, heirs or assigns.

14.5. This Agreement and all rights and obligations of the parties hereunder shall be construed under and according to the laws of the State of Georgia.

14.6. Time is of the essence of this Agreement.

14.7. This Agreement may be executed in multiple counterparts, each of which shall constitute an original, but all of which taken together shall constitute one and the same Agreement.

14.8. If any of the provisions of this Agreement or the application thereof to any person or circumstance shall for any reason and to any extent be invalid or unenforceable, then the remainder of this Agreement and the application of such provision to other persons or circumstances shall not be effected thereby but shall be enforced to the greatest extent permitted by law.

15. Special Stipulations. Special Stipulations, if any, are set forth herein. Such special stipulations, if in conflict with any of the foregoing provisions of this Agreement, shall control:

15.1 Notwithstanding the provisions contained in Paragraph 4 for establishing the date of closing, in the event this transaction does not close on/or before May 31, 2020, then this Agreement shall expire and shall be of no further force and effect and shall be rescinded and terminated, unless otherwise extended in writing by Seller and Purchaser.

15.2 This Agreement is subject to Purchaser satisfying the requirements of O.C.G.A. § 36-37-6(c).

15.3. This Agreement is contingent upon Purchaser reserving the utility easement set forth on Exhibit "D" for itself, said easement to be used for all governemtnal purposes.

16. Offer. This instrument, until executed by Purchaser, shall constitute an offer from Seller to Purchaser, open for acceptance until the ____ day of _____, 2020 at 5:00 o'clock p.m. Acceptance shall be made by execution hereof by Seller and redelivery of a counterpart hereof to Purchaser.

IN WITNESS WHEREOF, Seller, and Purchaser have executed this Agreement under seal as of the date first above written.

SELLER:
CLARENDON PLACE, INC.

By: _____ (SEAL)
President

Attest: _____
Secretary

Date Accepted by Seller:

PURCHASER:
CITY OF PEACHTREE CITY, GEORGIA

_____ (SEAL)
Vanessa Fleisch, Mayor

ATTEST:

_____ (SEAL)
Betsy Tyler, City Clerk

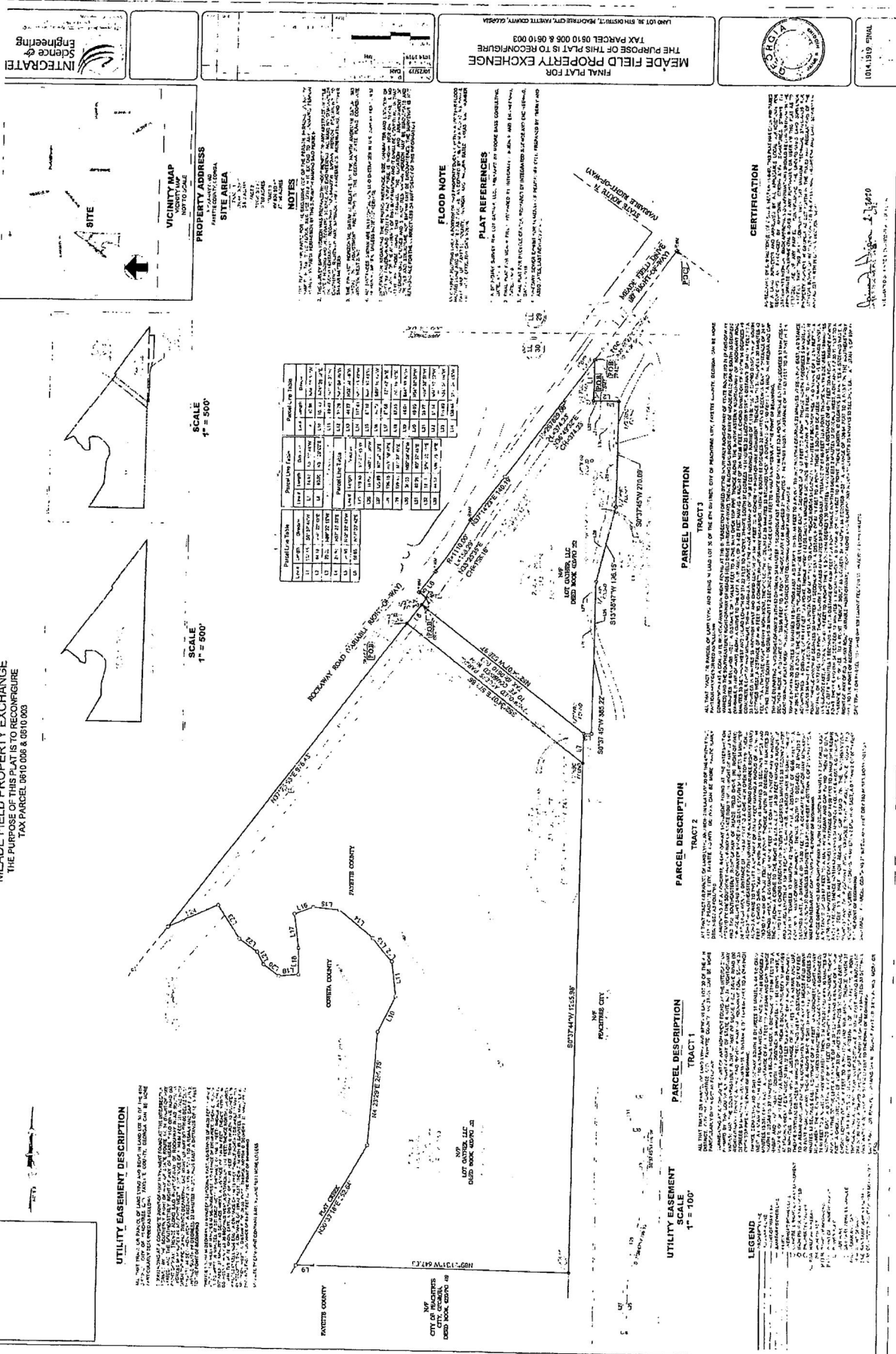


EXHIBIT "B"**LEGAL DESCRIPTION**

Portion 2

**DESCRIPTION OF PROPERTY
A PORTION OF TAX PARCEL:0610 006**

ALL THAT TRACT OR PARCEL OF LAND LYING AND BEING IN LAND LOT 30 OF THE 6TH DISTRICT, CITY OF PEACHTREE CITY, FAYETTE COUNTY, GEORGIA CAN BE MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT A CONCRETE RIGHT-OF-WAY MONUMENT FOUND AT THE INTERSECTION FORMED BY THE SOUTHERLY RIGHT-OF-WAY OF STATE ROUTE NO.74 (RIGHT-OF-WAY VARIES) AND THE SOUTHEASTERLY RIGHT-OF-WAY OF MEADE FIELD DRIVE (80 FOOT RIGHT-OF-WAY); THENCE ALONG SAID RIGHT-OF-WAY OF MEADE FIELD DRIVE SOUTH 35 DEGREES 55 MINUTES 49 SECONDS WEST, A DISTANCE OF 1,048.46 FEET TO A ONE INCH OPEN TOP PIPE; THENCE DEPARTING SAID RIGHT-OF-WAY SOUTH 0 DEGREES 37 MINUTES 44 SECONDS WEST, A DISTANCE OF 103.65 FEET TO A HALF INCH REBAR AND CAP; THENCE SOUTH 0 DEGREES 37 MINUTES 51 SECONDS WEST, A DISTANCE OF 846.42 FEET TO A REBAR AND CAP FOUND AT THE **POINT OF BEGINNING**;

THENCE SOUTH 0 DEGREES 37 MINUTES 44 SECONDS WEST, A DISTANCE OF 74.93 FEET TO A REBAR AND CAP FOUND; THENCE NORTH 52 DEGREES 34 MINUTES 7 SECONDS WEST, A DISTANCE OF 573.86 FEET TO A REBAR AND CAP FOUND ON THE SOUTHEASTERLY RIGHT-OF-WAY OF ROCKAWAY ROAD (VARIABLE RIGHT-OF-WAY); THENCE ALONG SAID RIGHT-OF-WAY NORTH 37 DEGREES 26 MINUTES 2 SECONDS EAST, A DISTANCE OF 60.00 FEET TO A HALF INCH REBAR AND CAP FOUND; THENCE DEPARTING SAID RIGHT-OF-WAY SOUTH 52 DEGREES 34 MINUTES 7 SECONDS EAST, A DISTANCE OF 528.97 FEET TO THE **POINT OF BEGINNING**.

CONTAINS 33,097 SQUARE FEET OR 0.760 ACRES, MORE OR LESS, AS SHOWN ON A FINAL PLAT ENTITLED "MEADE FIELD PROPERTY EXCHANGE" PREPARED BY INTEGRATED SCIENCE AND ENGINEERING, DATED 10/25/19.

EXHIBIT "C"

LEGAL DESCRIPTION

Portion 1

**DESCRIPTION OF PROPERTY
A PORTION OF TAX PARCEL:0610 003**

ALL THAT TRACT OR PARCEL OF LAND LYING AND BEING IN LAND LOT 30 OF THE 6TH DISTRICT, CITY OF PEACHTREE CITY, FAYETTE COUNTY, GEORGIA CAN BE MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT A CONCRETE RIGHT-OF-WAY MONUMENT FOUND AT THE INTERSECTION FORMED BY THE SOUTHERLY RIGHT-OF-WAY OF STATE ROUTE NO.74 (RIGHT-OF-WAY VARIES) AND THE SOUTHEASTERLY RIGHT-OF-WAY OF MEADE FIELD DRIVE (80 FOOT RIGHT-OF-WAY); THENCE ALONG SAID RIGHT-OF-WAY OF MEADE FIELD DRIVE SOUTH 35 DEGREES 55 MINUTES 49 SECONDS WEST, A DISTANCE OF 1,048.46 FEET TO A ONE INCH OPEN TOP PIPE; THENCE DEPARTING SAID RIGHT-OF-WAY SOUTH 0 DEGREES 37 MINUTES 44 SECONDS WEST, A DISTANCE OF 103.65 FEET TO A HALF INCH REBAR AND CAP AT THE **POINT OF BEGINNING**;

THENCE SOUTH 89 DEGREES 22 MINUTES 13 SECONDS EAST, A DISTANCE OF 64.18 FEET TO A HALF INCH REBAR AND CAP; THENCE SOUTH 0 DEGREES 37 MINUTES 45 SECONDS WEST, A DISTANCE OF 270.09 FEET TO A HALF INCH REBAR AND CAP; THENCE SOUTH 13 DEGREES 38 MINUTES 47 SECONDS WEST, A DISTANCE OF 196.15 FEET TO A HALF INCH REBAR AND CAP; THENCE SOUTH 0 DEGREES 37 MINUTES 45 SECONDS WEST, A DISTANCE OF 385.22 FEET TO A POINT; THENCE NORTH 89 DEGREES 22 MINUTES 15 SECONDS WEST, A DISTANCE OF 20.00 FEET TO A POINT; THENCE NORTH 0 DEGREES 37 MINUTES 51 SECONDS EAST, A DISTANCE OF 846.42 FEET TO THE **POINT OF BEGINNING**.

CONTAINS 33,097 SQUARE FEET OR 0.760 ACRES, MORE OR LESS, AS SHOWN ON A FINAL PLAT ENTITLED "MEADE FIELD PROPERTY EXCHANGE" PREPARED BY INTEGRATED SCIENCE AND ENGINEERING, DATED 10/25/19.

UTILITY EASEMENT DESCRIPTION

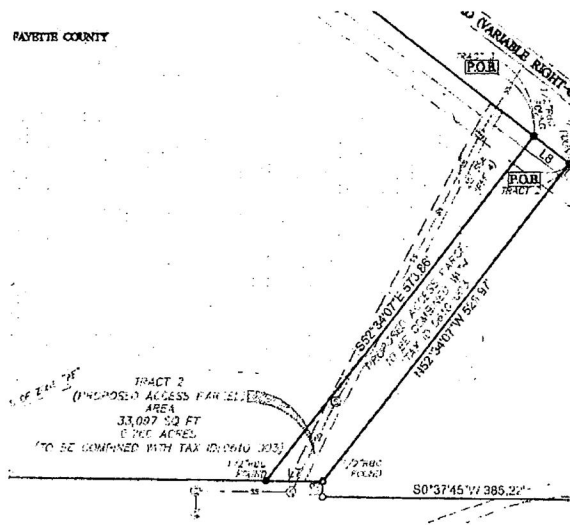
ALL THAT TRACT OR PARCEL OF LAND LYING AND BEING IN LAND LOT 30 OF THE 6TH DISTRICT, CITY OF PEACHTREE CITY, FAYETTE COUNTY, GEORGIA CAN BE MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT A CONCRETE RIGHT-OF-WAY MONUMENT FOUND AT THE INTERSECTION FORMED BY THE SOUTHERLY RIGHT-OF-WAY OF STATE ROUTE NO.74 (RIGHT-OF-WAY VARIES) AND THE SOUTHEASTERLY RIGHT-OF-WAY OF MEADE FIELD DRIVE ROAD (80 RIGHT-OF-WAY); THENCE ALONG SAID RIGHT-OF-WAY OF ROCKAWAY ROAD SOUTH 35 DEGREES 55 MINUTES 49 SECONDS WEST, A DISTANCE OF 1,048.84 FEET TO A ONE INCH OPEN TOP PIPE FOUND; THENCE DEPARTING SAID RIGHT-OF-WAY SOUTH 00 DEGREES 37 MINUTES 44 SECONDS WEST, A DISTANCE OF 103.65 FEET TO A REBAR AND CAP FOUND; THENCE SOUTH 89 DEGREES 22 MINUTES 15 SECONDS EAST, A DISTANCE OF 18.15 FEET TO THE **POINT OF BEGINNING**

THENCE SOUTH 89 DEGREES 22 MINUTES 15 SECONDS EAST, A DISTANCE OF 46.03 FEET; THENCE SOUTH 0 DEGREES 37 MINUTES 45 SECONDS WEST, A DISTANCE OF 270.09 FEET; THENCE SOUTH 13 DEGREES 38 MINUTES 47 SECONDS WEST, A DISTANCE OF 196.15 FEET; THENCE SOUTH 00 DEGREES 37 MINUTES 45 SECONDS WEST, A DISTANCE OF 120.89 FEET; THENCE NORTH 89 DEGREES 21 MINUTES 36 SECONDS WEST, A DISTANCE OF 10.00 FEET; THENCE NORTH 0 DEGREES 37 MINUTES 45 SECONDS EAST, A DISTANCE OF 120.89 FEET; THENCE NORTH 13 DEGREES 38 MINUTES 47 SECONDS EAST, A DISTANCE OF 196.15 FEET; THENCE NORTH 0 DEGREES 37 MINUTES 45 SECONDS EAST, A DISTANCE OF 199.42 FEET; THENCE NORTH 89 DEGREES 58 MINUTES 42 SECONDS WEST, A DISTANCE OF 36.03 FEET; THENCE NORTH 0 DEGREES 37 MINUTES 52 SECONDS EAST, A DISTANCE OF 69.91 FEET TO THE **POINT OF BEGINNING.**

SAID UTILITY EASEMENT CONTAINS 8,400 SQUARE FEET MORE OR LESS.





**REAL ESTATE APPRAISAL OF
.76 Ac +/- TRACT, MEADE FIELD, SOUTH HWY 74
PEACHTREE CITY, GA 30269**

DATE OF VALUATION: 23 OCTOBER 2019

**APPRAISED BY:
M. H. BIGGERS & ASSOCIATES
MICHAEL H. BIGGERS
275 N MILL PKWY
STOCKBRIDGE, GA 30281
770-954-0011**

23 October 2019

Mr. David Borkowski
City of Peachtree City
151 Willowbend
Peachtree City, GA 30269

RE: Real Estate Appraisal Report on
Property located at:

Meade Field, Rockaway Rd
Peachtree City, GA
Fayette County

Dear Mr. Borkowski,

The purpose of the appraisal is to estimate the market value as a disinterested third party by rendering an unbiased analysis, opinion, or conclusion relating to the quality, utility, and value of identified real estate. The real estate has been appraised as though owned in Fee Simple and unencumbered, subject to the contingent and limiting conditions contained herein.

Pursuant to your request, I, the undersigned, do hereby certify that I have personally inspected the real estate described as:

.76 +/- Acres, with improvements,
Land Lot 30, District 6;
Fayette County, Georgia

The term "Market Value", as defined by the USPAP, means..."The most probable price in terms of money which a property should bring in a competitive and open market under all conditions requisite to a fair sale, the buyer and seller each acting prudently, knowledgeably, and assuming the price is not affected by undue stimulus."

Based upon the logical analysis, judgment, and after a complete inspection of the above property, and after having considered all pertinent data affecting the valuation including the type, location, use, the sales of comparable properties, and the trend of the neighborhood, I am of the opinion that the market value or most probable selling price of the subject property, as of the effective date of the appraisal, is estimated to be:

\$15,000.00

I further certify that I have no personal interest, present or contemplated, in the real estate covered by this report and that neither my employment to make this appraisal nor my compensation for it are contingent upon the value reported.

Your attention is directed to the appraisal report following.

Thank you for the privilege of serving you.

Respectfully submitted,



Michael H. Biggers,
GA Certified General Appraiser #732

EXECUTIVE SUMMARY

FORMAT	APPRAISAL REPORT
SECTION I	INTRODUCTION - Regional Data - Neighborhood Data - Highest and Best Use
SECTION II	APPRAISAL PROCEDURE
SECTION III	COST APPROACH
SECTION IV	INCOME APPROACH
SECTION V	MARKET APPROACH
SECTION VI	VALUE RECONCILIATION
DATE OF VALUATION	10/23/2019
FINAL VALUE CONCLUSION, AS IS	\$15,000.00
	ADDENDUM
	CERTIFICATION
	LIMITING CONDITIONS
	MAPS
	PHOTOS

APPRAISAL REPORT

I. INTRODUCTION

Purpose

The purpose of this report is to estimate the market value, "as is", of a .76 +/- acre tract illustrated on the attached plat. The subject tract is a portion of a larger wooded parcel with potential for further residential subdivision. The subject is a ribbon of land with dimensions of 60.00' x 573.86' x 74.93' x 528.97'. The appraisal is intended for use by Peachtree City in establishing an estimate of Fair Market Value for internal planning and potential land swap.

Format

Limited Appraisal Report.

Function of the Appraisal

The appraisal is for internal use by Peachtree City but not limited to, rendering a decision relative to purchase/transfer and internal planning.

Intended Client and Intended User of the Appraisal

Peachtree City. The report has been prepared according to the appraisal policies and guidelines of the appropriate regulatory agencies. Any other use or user is prohibited.

Effective Date of the Appraisal and Date of the Report

The effective date of the appraisal is 23 October 2019. This is the last inspection date by the appraiser.

Identification of the Subject Property

As stated above, the subject property is a .76 +/- acre ribbon of land designated as Tract 2 on the attached plat. The subject is located along the southeastern right of way of Rockaway Rd, approximately 1720' southwest of the intersection with SR 74. This is a rectangular tract that is mostly wooded and undeveloped. The location is 6 miles southeast of the central business district of Peachtree City, and is characterized as a transitional area. There is no current address.

Property rights being appraised

All and singular in fee simple. The Fee Simple Estate is defined as "Absolute ownership unencumbered by any other interest or estate subject only to the limitations imposed by the government powers of taxation, eminent domain, police power, and escheat", (The Dictionary of Real Estate Appraisal, 6th Edition)

Definition of Market Value

The term "Market Value" as defined by the USPAP, means; "The most probable price, in terms of money, which a property should bring in an open market under all conditions requisite to a fair sale, the buyer and seller each acting prudently, knowledgeably, and assuming the price is not affected by undue stimulus.

Implicit in this definition is the consummation of a sale as of a specified date and the passing of title from seller to buyer under conditions whereby:

- A. Buyer and seller are typically motivated;
- B. Both parties are well informed or well advised and each acting in what he considers his own best interest;
- C. A reasonable time is allowed for exposure in the open market;
- D. Payment is made in terms of cash in U.S. dollars or in terms of financial arrangements comparable thereto; and

E. The price represents a normal consideration for the property sold unaffected by special or creative financing of sales concessions granted by anyone associated with the sale.

Source: Office of the Comptroller of the Currency, 12CFR, Part 34.

Scope of Assignment

The purpose of this appraisal is to provide an estimate of market value of the property in fee simple for the stated client. In preparation for this, the appraiser has personally inspected the subject and all improvements. The appraisal includes a full analysis of the site and improvements with a physical inspection and photographs. Within the valuation section of this report, only the Market Approach to value was utilized. The sales comp data was gathered from public records and confirmed by parties privy to the sale. Please see attached limiting conditions.

Exposure Time/Marketing Time

The effort for marketing is assumed to be competent, adequate, and reasonable. The effort for exposure is also assumed to be adequate, sufficient and reasonable. The time frame is an integral part of the appraisal analysis and is based on one or more of the following, statistical information about days on the market, information gathered through sales verification, and interviews of market participants.

Exposure time is defined as the estimated length of time the property interest being appraised would have been offered on the market prior to its hypothetical sale at market value on the effective date of the appraisal. This estimate would be based on an analysis of past events assuming a competitive and open market.

In this instance, we are estimating the Market Value of a small acreage tract in Fayette County, GA. 30 to 60 days is a reasonable length of time for properties to be made known to potential purchasers through the various print media, advertising, multiple listing services, etc. There is no historical sales data for this property type, but three months to six months is considered to be a reasonable marketing time, if the property is reasonably priced. At the time a contract occurs, due diligence by the buyer, loan application, etc., can take an additional 30 to 90 days. A reasonable exposure time for the subject property is 6 months.

The reasonable marketing time is an estimate of the length of time it might take to sell a property interest in real estate at the estimated value level immediately after the effective date of an appraisal. The subject property is a small ribbon of land mostly inadequate for any theoretical use except as a road way. Sales and listings of vacant commercial and residential properties in the area were analyzed. The marketing period for these sales ranged from 110 days to twenty four months, with an average marketing period of sixteen months. Based upon the foregoing, the marketing time is estimated at six months.

Regional Data

The subject is located in Fayette County, nearby the community of Peachtree City, Georgia. Fayette County is a metropolitan county located south of the city of Atlanta. The county is bordered on the north by Fulton and Clayton Counties, east by Clayton and Spalding Counties, south by Spalding, and west by Coweta and Fulton Counties. This county is considered to be a member of the Atlanta Metropolitan Area, and has experienced substantial commercial and agricultural growth in recent years. Overall, the growth of the region, fueled by the municipal growth of Atlanta and neighboring counties has expanded rapidly from 1975 to present. Growth in counties such as this has been in the form of commercial and retail activity along major routes, and agricultural growth in subdivisions and single family housing.

Neighborhood Characteristics

The immediate area of the subject is a mix of governmental, industrial, and commercial use built up over the last 25 years. This location is in the southwestern section of Fayette County, and is the area well south of the central business district, but north of the community of Starrs Mill. This location is further

identified by census tract 1403.06/3. Much of the growth in this area is in the form of commercial activity along major thoroughfares, and this area of Joel Cowan Pkwy is characterized by a large number of industrial and flex warehouses developed during the 1990's. In this area, the land begins to transition to more residential use. GA S Hwy 74 south of Peachtree City is an area with a substantial level of commercial activity. This area is approximately 35 minutes from downtown Atlanta, and approximately 25 minutes from Hartsfield Airport, a major regional employer.

In conclusion, the subject neighborhood is an area of stable population, with an established and growing commercial base. In the surrounding area there is demand for commercial and service establishments. The area is suburban in character, fueling a need for commercial and industrial use properties.

Data was taken from various sources, including, but not limited to, US Census Data, the Fayette County Chamber of Commerce, Economic Development Council, Georgia Extension Service, and local Realtors and real estate professionals.

Property Description

Subject Property Identification

Address: No assigned address, S Hwy 74, Peachtree City, GA 30269, vacant. Legally identified as .76 acres, located in Land Lot 30, District 6, Fayette County.

Neighborhood Description: Commercial/Governmental/Residential

Access:

Currently, the property is accessed from Rockaway.

Size and Shape: .76 +/- Acres, Irregular

The subject site consists of .76 +/- acres tract of land, mostly rectangular. The size is based upon attached survey.

Topography, Parking, and Landscaping:

The subject is level to sloping, and is an undeveloped, wooded area.

Easements and Encroachments:

There is a Georgia Power easement along the northwestern portion of the subject, and a sanitary sewer easement in the southeastern portion of the property. These easements are common and typical for the area, and would not prevent the development of the property as a road bed. No other obvious encroachments that would adversely affect the subject property were noted during a physical inspection of the site by the appraiser or noted on the attached site plan. This appraisal specifically assumes that there are no other easements or encroachments that would have an adverse impact upon the utility or the value of the property, other than the typical utility easements which are assumed to be present for electricity, water, sewerage, and natural gas.

Hazardous Materials

The value estimated in this report is based on the assumption that the property is not negatively affected by the existence of hazardous substances or detrimental environmental conditions. The appraiser is not an expert in the identification of hazardous substances or detrimental environmental conditions. The appraiser's routine inspection of and inquiries about the subject property did not develop any information that indicated any apparent significant hazardous substances or detrimental environmental conditions which would affect the property negatively. It is possible that tests and inspections made by a qualified hazardous substance and environmental expert would reveal the existence of hazardous materials and environmental conditions on or around the property that would negatively affect its value.

Utilities:

Electric, Water, Sewer, Phone, Fiber Optic, Gas

Legal Description

.76 acres, LL 30, District 6

Assessed Value and Taxes:

Parcel #: 0610-006 (Larger Parcel)

Assessed Value: \$770,720

Taxes: \$9,822.06

Zoning:

Commercial

History of the Subject

The subject property is was transferred from Lot Gather LLC to Clarendon Place Inc, for \$250,000.00

Flood Hazard: Not in Floodplain

According to the Federal Insurance Rate Map for Fayette County, GA, the subject property is located in Zone X, and is not considered to be in a flood hazard area, however the larger parcel does have some flood plain in the southern portion of the property.

Description of Improvements

Subject is vacant.

Highest and Best Use

Highest and best use is defined as

That reasonable and probable use that supports the highest present value, as defined, and of the effective date of the appraisal, and, that use, from among reasonably probable and legal alternative uses, found to be physically possible, appropriately supported, financially feasible, and which results in the highest land value.

The definition immediately above applies specifically to the highest and best use of land. It is to be recognized that in cases where a site has existing improvements on it, the highest and best use may very well be determined to be different from the existing use. The existing use will continue, however, unless and until land value in its highest and best use exceeds the total value of property in its existing use.

"Implied within these definitions is recognition of the contribution of that specific use to community environment or to community development goals in addition to wealth maximization of individual property owners. Also implied is that the determination of highest and best use results from the appraiser's judgement and analytical skills, i.e. that the use determined from analysis represents an opinion, not a fact to be found. In appraisal practice, the concept of highest and best use represents probable selling price (market value). Another appropriate term to reflect highest and best use would be most probable use. In the context of investment value, an alternative term would be "most profitable use." (Source: Real Estate Appraisal Terminology, 1984, Society of Real Estate Appraisers, compiled and edited by Bryl N. Boyce, Ph.D., SREA)

To test for the highest and best use, all logical and feasible alternatives must be analyzed. All alternative uses must meet four criteria. These criteria are:

1. The physical use of the site – which potential uses of site are physically possible.
2. The legal use of the site – which uses of the site are permitted under applicable zoning ordinances and other legal restrictions.
3. The financially feasible use of the site – which physically and legally permissible uses of the site will produce a positive financial return.
4. The maximally productive use of the site – among the financially feasible uses, the use or uses that provide(s) the highest rate of return.

Generally accepted professional appraisal/valuation analysis practice dictates that in appraising improved property, the highest and best use can be estimated under two different premises. First, the highest and best use of the site as "Vacant and Available" must be estimated. The second analysis estimates the highest and best use of the property as "Presently Improved".

Highest and Best Use as Vacant

The subject property is a small ribbon shaped tract of land. As such it is marketable only as assemblage property.

II. COST APPROACH

The cost approach to value is based on the principle that a prudent purchaser would not pay more for a property than the cost to reproduce it, provided it could be reproduced without costly delay. In the summation approach land values and improvement values are broken down into components and added together for a summation value. The values assigned to the components are derived from previous market sales, transfers, and contractor costs.

This approach is not applicable.

III. INCOME APPROACH

Investment properties are typically purchased based on their ability to produce income. Therefore, an analysis of the property in terms of its ability to provide a sufficient net annual return on invested capital is an important means of valuing any asset that is held for its income producing capabilities. An estimate of value is arrived at by capitalizing the net income utilizing an investment yield rate commensurate with the risk inherent in the fee ownership of the property, or by discounting the expected cash flow to the property.

This approach is not appropriate in valuing the subject property.

IV. SALES COMPARISON APPROACH

The Sales Comparison (or Market) Approach yields an estimate of value for the subject by comparing it with similar properties of the same type and class which have sold or are currently offered for sale in the same or competing areas. The unit prices of these comparable properties will tend to set the range in which the value of the subject property will lie.

SALES DATA SUMMARY

Subject		Sale #1		Sale #2		Sale #3		Sale #4	
		Rockaway Rd Senoia		Bankstown Rd Brooks		Hwy 85 Conn Stars Mill			
Date	--	6/29/2018		6/2/2018		6/9/2017			
Sale Price	--	\$1,192,800		\$835,000		\$1,551,150			
Sale Price/Ac	--	\$20,000/Ac		\$21,397/Ac		\$18,772/Ac			
Parcel #		167 1289 001		0412 020		0413 021			
Sale Conditions	--	Market		Market		Market			
Financing	--	N/A		N/A		N/A			
Adjustments:									
Market	2019	2018	=	2017	=	2017	=		
Site Size (Ac)	.76	59.64 Ac	=	36.024 Ac	=	82.63 Ac	=		
Location	Avg	Avg	=	Avg	=	Avg	=		
Zoning	R1	R1	=	AR	=	AR	=		
Veiw	Avg	Avg	=	Avg	=	Avg	=		
Utilities	All	All	=	Water	Inferior	None	Inferior		
Adequacy	Avg	Avg	=	Avg	=	Avg	=		
Improvements	N/A	N/A		N/A		N/A	N/A		
Age									
Design/appeal									
Construction									
other									
Price/Ac Range				\$18,772 - \$21,397					

In the grid above, sales of residential land in Fayette and Coweta Counties are presented. The above grid presents the price per unit for the comparables, and ranges from \$18,772 to \$21,397. The subject is considered to have a fair market value toward the upper end of the range. The indicated value for the subject is as follows

$$.76 \text{ Ac} \times \$20,000/\text{Ac} = \$15,000 \text{ (rounded)}$$

VI. FINAL VALUE RECONCILIATION

At the request of the identified client, I have inspected the above referenced property for the purpose of estimating the fee simple market value of the subject property. Listed below are the general observations and conclusions concerning this property.

1. The subject property is located in Fayette County, GA, along the southeastern right of way of Rockaway Road, south of Meade Field Drive, Peachtree City, GA. This is an average location that is a transitioning area. The subject neighborhood is has both residential, commercial, and recreational uses, appears to have average desirability in the local market, and good proximity to the surrounding areas.
2. The subject is a .76 acre ribbon of land with access from Rockaway Rd.
3. The subject is appraised "as is".
4. The Cost Approach is not applied.
5. The Income Approach is not applied.
6. The Sales Comparison Approach has been considered in estimating the market value of the subject. The cost per acre was utilized within this approach. This method yields an estimate of value of \$15,000.
7. Summary

Cost Approach	\$
Income Approach	
Overall Cap Rate:	\$
Sales Comparison Approach	\$15,000

Final Market Value

In the final analysis, consideration has been give to the value indication by the cost and market. The Sales Approach is considered a strong indicator of fair market value due to the number and quality of sales used. Fair Market Value is concluded at \$15,000. This is an "as is" value, and does not include Furniture, Fixtures or Equipment.

Fifteen thousand dollars



Michael H. Biggers, GA Cert Gen RE #732

I certify that, to the best of my knowledge and belief:

-the statements of facts contained in this report are true and correct.

-the reported analysis, opinions, and conclusions, are limited only by the reported assumptions and limiting conditions, and are my personal, impartial, unbiased professional analyses, opinions, and conclusions.

-I have no present or prospective interest in the property that is the subject of this report, and I have no personal interest or bias with respect to the parties involved.

-I have no bias with respect to the property that is the subject of this report or the parties involved with this assignment.

-my engagement in this assignment was not contingent upon developing or reporting predetermined results.

-my compensation for completing this assignment is not contingent upon the development or reporting of a predetermined value or direction in value that favors the cause of the client, the amount of the value estimate, the attainment of a stipulated result, or the occurrence of a subsequent event directly related to the intended use of this appraisal.

-my analyses, opinions, and conclusions were developed, and this report has been prepared, in conformity with the Uniform Standards of Professional Appraisal Practice.

-I have made a personal inspection of the property that is the subject of this report.

-no one provided significant professional assistance to the person signing this report.

-I have provided an appraisal on the property that is the subject of this report within the three years period immediately preceding acceptance of this assignment. I last appraised this property on 2/16/2018.

-my analysis, opinions, and conclusions were developed, and this report has been prepared, in conformity with the Georgia Real Estate Appraiser Classification and Regulation Act and the Rules and Regulations of the Georgia Real Estate Appraisers Board. (Real Estate Appraiser Classification and Regulation Act paragraph 539-3.02(1)(m) as amended August 1, 2006.)



Michael H. Biggers
GA Certified General Real Estate
Appraiser #00732

10/23/2019
Date

STATEMENT OF LIMITING CONDITIONS

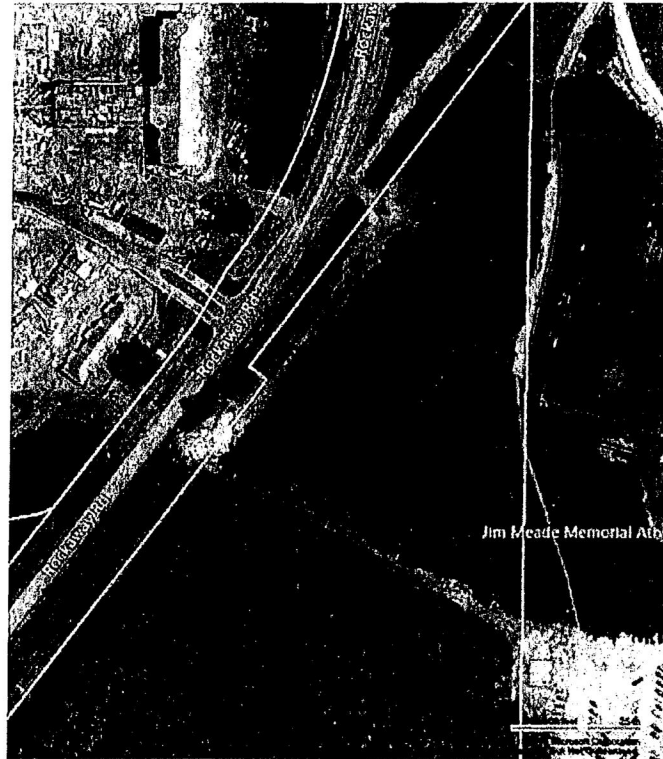
1. The appraisal is made "as is".
2. Unless otherwise noted, all existing liens and/or encumbrances, if any, have been disregarded, and the property has been appraised as though free and clear and under responsible ownership and competent management. Typical financing as may be customarily secured for the type of property under analysis has been considered, as has a favorable mortgage position, if any.
3. The appraiser did not search validity of title nor does he assume responsibility of correction which a survey of the property may reveal.
4. The information contained herein is not guaranteed but it was gathered from reliable sources which are believed to be accurate.
5. No responsibility is assumed for matters legal in character.
6. Sketches are accurate only for purposes of approximation.
7. This report is not to be reproduced in part or as a whole without written consent of the appraiser.
8. The conclusions expressed herein assume competent and aggressive management and/or marketing of the subject property.
9. The contents of this Appraisal are for limited private use only. If this report becomes the property of any party, other than the addressee or the person who has paid the fee connected herewith, permission must be obtained from the original addressee for reproduction or additional copies, and additional fees will be charged for any further consultation, reappraisal, or review of the property.
10. Information regarding the location or existence of public utilities has been obtained through a verbal inquiry to the appropriate utility, or has been ascertained from visual evidence. No warranty has been made regarding the exact location or capabilities of public utility systems.
11. Disclosure of the contents of this Appraisal report is governed by the by-laws and regulations of the Appraisal Foundation. Neither all nor any part of the contents of the Appraisal report shall be disseminated to the public through advertising media, public relations media, sales media, or any other public means of communication without the prior written consent and approval of the undersigned.
12. Opinions of value contained herein are estimates and there are no guarantees, either written or implied, that the property would sell for the expressed estimates of value.
13. The appraiser is not obligated to give testimony of any kind nor appear in any court as a result of having completed this Appraisal, unless arrangements to that effect were made prior to the initiation of the appraisal assignment.
14. The property history has been provided by conversations with various individuals involved with the chain of title, and, if available, various documents such as contracts, deeds, leases, and closing statements.
15. A legal description of the property was obtained by the appraiser and it is assumed that the physical characteristics of the property, with regard to metes and bounds, road frontages, are essentially as described in this legal description.

16. The subject site does not appear to be situated within a federally designated flood zone.

17. Acceptance and or use of this appraisal report by the client or any third party constitutes acceptance of the above limiting conditions. Appraisal liability extends only to the stated client, not subsequent parties or users, and is limited to the amount of the fee received by the appraiser.

APPRAISER'S QUALIFICATIONS

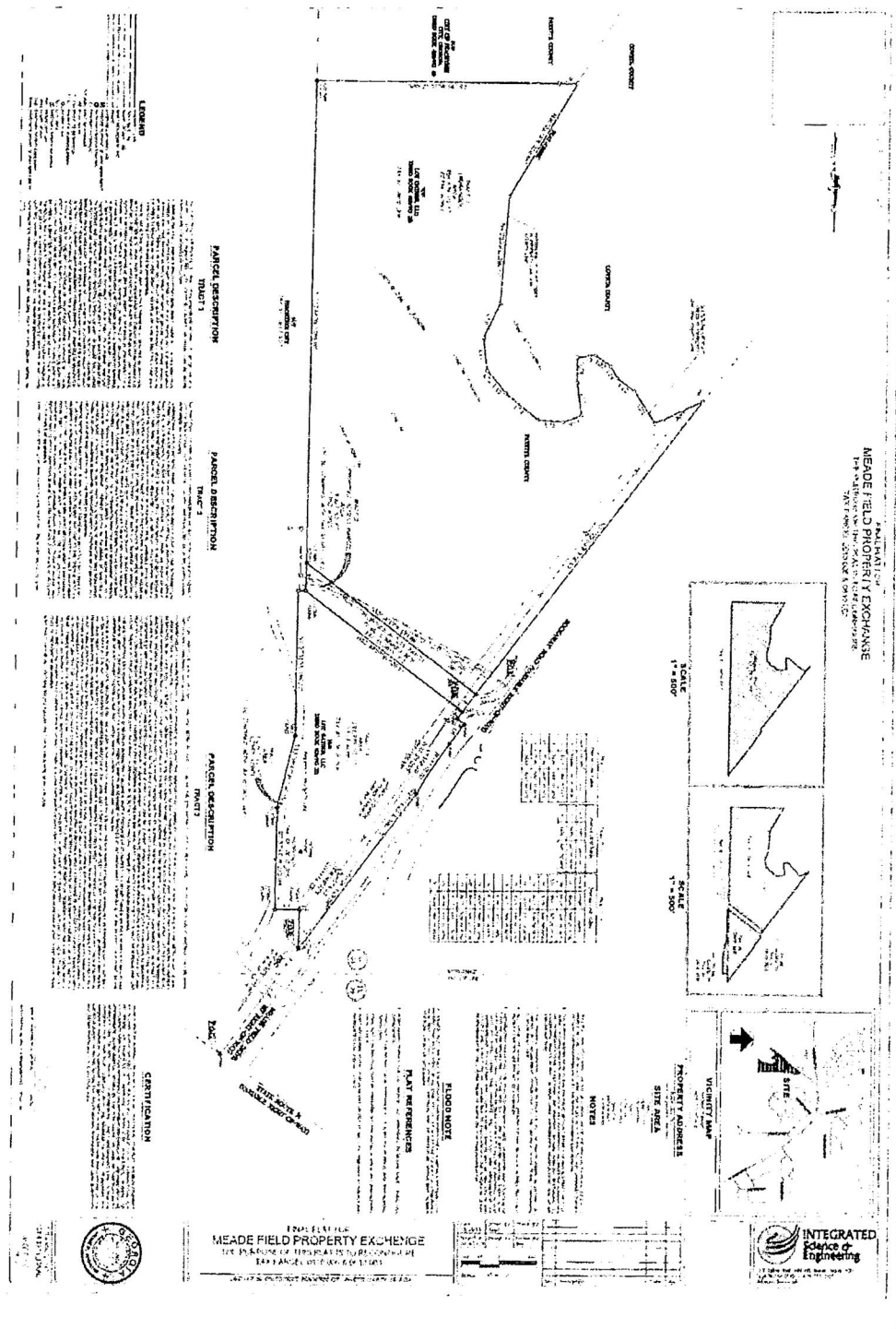
NAME	Michael H. Biggers
ADDRESS	275 N Mill Pkwy Stockbridge, GA 30269
PHONE/E-MAIL	770-954-0011/FAX 770-898-0295 mhbiggers@bellsouth.net
EDUCATION	BA - The University of Georgia Various Appraisal Classes and Seminars
LICENSES/AFFILIATIONS	Certified General Real Estate Appraiser #00732, State of Georgia Member, Atlanta Board of Realtors
PROFESSIONAL EXPERIENCE	1988-Present: M. H. Biggers Appraisals Independent Fee Appraisals. 1986-1988: First Federal of Warner Robins Staff Appraiser 1984-1986 Biggers Auction Co. Staff Appraiser
APPRAISAL CLIENTS	Government: FSA, Rural Development, GA DOT, County Governments USDA Bank/Lending: SunTrust, BankAmerica, Wells Fargo, B,B&T, Various Community Banks Private: Various residential, commercial, and agricultural appraisals for sales, purchases, & estates

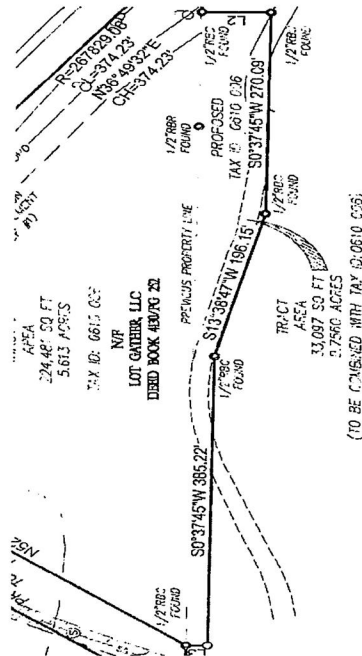


Aerial



Subject





**REAL ESTATE APPRAISAL OF
.756 Ac +/- TRACT, MEADE FIELD, SOUTH HWY 74
PEACHTREE CITY, GA 30269**

DATE OF VALUATION: 23 OCTOBER 2019

**APPRAISED BY:
M. H. BIGGERS & ASSOCIATES
MICHAEL H. BIGGERS
275 N MILL PKWY
STOCKBRIDGE, GA 30281
770-954-0011**

23 October 2019

Mr. David Borkowski
City of Peachtree City
151 Willowbend
Peachtree City, GA 30269

RE: Real Estate Appraisal Report on
Property located at:

Meade Field, Rockaway Rd
Peachtree City, GA
Fayette County

Dear Mr. Borkowski,

The purpose of the appraisal is to estimate the market value as a disinterested third party by rendering an unbiased analysis, opinion, or conclusion relating to the quality, utility, and value of identified real estate. The real estate has been appraised as though owned in Fee Simple and unencumbered, subject to the contingent and limiting conditions contained herein.

Pursuant to your request, I, the undersigned, do hereby certify that I have personally inspected the real estate described as:

.756 +/- Acres, with improvements,
Land Lot 30, District 6;
Fayette County, Georgia

The term "Market Value", as defined by the USPAP, means..."The most probable price in terms of money which a property should bring in a competitive and open market under all conditions requisite to a fair sale, the buyer and seller each acting prudently, knowledgeably, and assuming the price is not affected by undue stimulus."

Based upon the logical analysis, judgment, and after a complete inspection of the above property, and after having considered all pertinent data affecting the valuation including the type, location, use, the sales of comparable properties, and the trend of the neighborhood, I am of the opinion that the market value or most probable selling price of the subject property, as of the effective date of the appraisal, is estimated to be:

\$15,000.00

I further certify that I have no personal interest, present or contemplated, in the real estate covered by this report and that neither my employment to make this appraisal nor my compensation for it are contingent upon the value reported.

Your attention is directed to the appraisal report following.

Thank you for the privilege of serving you.

Respectfully submitted,



Michael H. Biggers,
GA Certified General Appraiser #732

EXECUTIVE SUMMARY

FORMAT	APPRAISAL REPORT
SECTION I	INTRODUCTION - Regional Data - Neighborhood Data - Highest and Best Use
SECTION II	APPRAISAL PROCEDURE
SECTION III	COST APPROACH
SECTION IV	INCOME APPROACH
SECTION V	MARKET APPROACH
SECTION VI	VALUE RECONCILIATION
DATE OF VALUATION	10/23/2019
FINAL VALUE CONCLUSION, AS IS	\$15,000.00
	ADDENDUM
	CERTIFICATION
	LIMITING CONDITIONS
	MAPS
	PHOTOS

APPRAISAL REPORT

I. INTRODUCTION

Purpose

The purpose of this report is to estimate the market value, "as is", of a .756 +/- acre tract illustrated on the attached plat. The subject tract is a portion of a larger parcel formerly improved with fencing, ball fields, parking, and restrooms known as the Meade Field Complex. The subject is a ribbon of land with various dimensions, and generally following the western edge of the property along the roadway. The appraisal is intended for use by Peachtree City in establishing an estimate of Fair Market Value for internal planning and potential land swap.

Format

Limited Appraisal Report.

Function of the Appraisal

The appraisal is for internal use by Peachtree City but not limited to, rendering a decision relative to purchase/transfer and internal planning.

Intended Client and Intended User of the Appraisal

Peachtree City. The report has been prepared according to the appraisal policies and guidelines of the appropriate regulatory agencies. Any other use or user is prohibited.

Effective Date of the Appraisal and Date of the Report

The effective date of the appraisal is 23 October 2019. This is the last inspection date by the appraiser.

Identification of the Subject Property

As stated above, the subject property is a .756 +/- acre ribbon of land designated on the attached plat. The subject is located adjacent to the western property line, and is south of Rockaway Rd, and generally is the area along the driveway that access the south gravel parking lot. This is an irregular tract of land that is mostly undeveloped except for the gravel road. The location is 6 miles southeast of the central business district of Peachtree City, and is characterized as a transitional area. There is no current address.

Property rights being appraised

All and singular in fee simple. The Fee Simple Estate is defined as "Absolute ownership unencumbered by any other interest or estate subject only to the limitations imposed by the government powers of taxation, eminent domain, police power, and escheat", (The Dictionary of Real Estate Appraisal, 6th Edition)

Definition of Market Value

The term "Market Value" as defined by the USPAP, means; "The most probable price, in terms of money, which a property should bring in an open market under all conditions requisite to a fair sale, the buyer and seller each acting prudently, knowledgeably, and assuming the price is not affected by undue stimulus.

Implicit in this definition is the consummation of a sale as of a specified date and the passing of title from seller to buyer under conditions whereby:

- A. Buyer and seller are typically motivated;
- B. Both parties are well informed or well advised and each acting in what he considers his own best interest;
- C. A reasonable time is allowed for exposure in the open market;

- D. Payment is made in terms of cash in U.S. dollars or in terms of financial arrangements comparable thereto; and
- E. The price represents a normal consideration for the property sold unaffected by special or creative financing of sales concessions granted by anyone associated with the sale.

Source: Office of the Comptroller of the Currency, 12CFR, Part 34.

Scope of Assignment

The purpose of this appraisal is to provide an estimate of market value of the property in fee simple for the stated client. In preparation for this, the appraiser has personally inspected the subject and all improvements. The appraisal includes a full analysis of the site and improvements with a physical inspection and photographs. Within the valuation section of this report, only the Market Approach to value was utilized. The sales comp data was gathered from public records and confirmed by parties privy to the sale. Please see attached limiting conditions.

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Exposure time is defined as the estimated length of time the property interest being appraised would have been offered on the market prior to its hypothetical sale at market value on the effective date of the appraisal. This estimate would be based on an analysis of past events assuming a competitive and open market.

In this instance, we are estimating the Market Value of a small acreage tract in Fayette County, GA. 30 to 60 days is a reasonable length of time for properties to be made known to potential purchasers through the various print media, advertising, multiple listing services, etc. There is no historical sales data for this property type, but three months to six months is considered to be a reasonable marketing time, if the property is reasonably priced. At the time a contract occurs, due diligence by the buyer, loan application, etc., can take an additional 30 to 90 days. A reasonable exposure time for the subject property is 6 months.

The reasonable marketing time is an estimate of the length of time it might take to sell a property interest in real estate at the estimated value level immediately after the effective date of an appraisal. The subject property is a small ribbon of land mostly inadequate for any theoretical use except as an assemblage or road way. Sales and listings of vacant commercial and residential properties in the area were analyzed. The marketing period for these sales ranged from 110 days to twenty four months, with an average marketing period of sixteen months. Based upon the foregoing, the marketing time is estimated at six months.

Regional Data

The subject is located in Fayette County, nearby the community of Peachtree City, Georgia. Fayette County is a metropolitan county located south of the city of Atlanta. The county is bordered on the north by Fulton and Clayton Counties, east by Clayton and Spalding Counties, south by Spalding, and west by Coweta and Fulton Counties. This county is considered to be a member of the Atlanta Metropolitan Area, and has experienced substantial commercial and agricultural growth in recent years. Overall, the growth of the region, fueled by the municipal growth of Atlanta and neighboring counties has expanded rapidly from 1975 to present. Growth in counties such as this has been in the form of commercial and retail activity along major routes, and agricultural growth in subdivisions and single family housing.

Neighborhood Characteristics

The immediate area of the subject is a mix of governmental, industrial, and commercial use built up over the last 25 years. This location is in the southwestern section of Fayette County, and is the area well south of the central business district, but north of the community of Starrs Mill. This location is further identified by census tract 1403.06/3. Much of the growth in this area is in the form of commercial activity along major thoroughfares, and this area of Joel Cowan Pkwy is characterized by a large number of industrial and flex warehouses developed during the 1990's. In this area, the land begins to transition to more residential use. GA S Hwy 74 south of Peachtree City is an area with a substantial level of commercial activity. This area is approximately 35 minutes from downtown Atlanta, and approximately 25 minutes from Hartsfield Airport, a major regional employer.

In conclusion, the subject neighborhood is an area of stable population, with an established and growing commercial base. In the surrounding area there is demand for commercial and service establishments. The area is suburban in character, fueling a need for commercial and industrial use properties.

Data was taken from various sources, including, but not limited to, US Census Data, the Fayette County Chamber of Commerce, Economic Development Council, Georgia Extension Service, and local Realtors and real estate professionals.

Property Description

Subject Property Identification

Address: No assigned address, S Hwy 74, Peachtree City, GA 30269, vacant. Legally identified as .756 acres, located in Land Lot 30, District 6, Fayette County.

Neighborhood Description: Commercial/Governmental/Residential

Access:

Currently, the property is accessed from Meade Field.

Size and Shape: .756 +/- Acres, Irregular

The subject site consists of .756 +/- acres tract of land, mostly rectangular. The size is based upon attached survey.

Topography, Parking, and Landscaping:

The subject is level to sloping, and is an undeveloped, wooded area.

Easements and Encroachments:

No obvious encroachments that would adversely affect the subject property were noted during a physical inspection of the site by the appraiser or noted on the attached site plan. This appraisal specifically assumes that there are no other easements or encroachments that would have an adverse impact upon the utility or the value of the property, other than the typical utility easements which are assumed to be present for electricity, water, sewerage, and natural gas.

Hazardous Materials

The value estimated in this report is based on the assumption that the property is not negatively affected by the existence of hazardous substances or detrimental environmental conditions. The appraiser is not an expert in the identification of hazardous substances or detrimental environmental conditions. The appraiser's routine inspection of and inquiries about the subject property did not develop any information that indicated any apparent significant hazardous substances or detrimental environmental conditions which would affect the property negatively. It is possible that tests and inspections made by a qualified hazardous substance and environmental expert would reveal the existence of hazardous materials and environmental conditions on or around the property that would negatively affect its value.

Utilities:

Electric, Water, Sewer, Phone, Fiber Optic, Gas

Legal Description

.756 acres, LL 30, District 6

Assessed Value and Taxes:

Parcel #: 0610-003 (Larger Parcel)

Assessed Value: N/A

Taxes: N/A

Zoning:

Governmental

History of the Subject

The subject property has been owned by Peachtree City for over three years prior to the appraisal

Flood Hazard: Not in Floodplain

According the Federal Insurance Rate Map for Fayette County, GA, the subject property is located in Zone X, and is not considered to be in a flood hazard area.

Description of Improvements

Gravel Driveway.

Highest and Best Use

Highest and best use is defined as

That reasonable and probable use that supports the highest present value, as defined, and of the effective date of the appraisal, and, that use, from among reasonably probable and legal alternative uses, found to be physically possible, appropriately supported, financially feasible, and which results in the highest land value.

The definition immediately above applies specifically to the highest and best use of land. It is to be recognized that in cases where a site has existing improvements on it, the highest and best use may very well be determined to be different from the existing use. The existing use will continue, however, unless and until land value in its highest and best use exceeds the total value of property in its existing use.

"Implied within these definitions is recognition of the contribution of that specific use to community environment or to community development goals in addition to wealth maximization of individual property owners. Also implied is that the determination of highest and best use results from the appraiser's judgement and analytical skills, i.e. that the use determined from analysis represents an opinion, not a fact to be found. In appraisal practice, the concept of highest and best use represents probable selling price (market value). Another appropriate term to reflect highest and best use would be most probable use. In the context of investment value, an alternative term would be "most profitable use." (Source: Real Estate Appraisal Terminology, 1984, Society of Real Estate Appraisers, compiled and edited by Bryl N. Boyce, Ph.D., SREA)

To test for the highest and best use, all logical and feasible alternatives must be analyzed. All alternative uses must meet four criteria. These criteria are:

1. The physical use of the site – which potential uses of site are physically possible.
2. The legal use of the site – which uses of the site are permitted under applicable zoning ordinances and other legal restrictions.
3. The financially feasible use of the site – which physically and legally permissible uses of the site will produce a positive financial return.
4. The maximally productive use of the site – among the financially feasible uses, the use or uses that provide(s) the highest rate of return.

Generally accepted professional appraisal/valuation analysis practice dictates that in appraising improved property, the highest and best use can be estimated under two different premises. First, the highest and best use of the site as "Vacant and Available" must be estimated. The second analysis estimates the highest and best use of the property as "Presently Improved".

Highest and Best Use as Vacant

The subject property is a small ribbon shaped tract of land. As such it is marketable only as assemblage property.

II. COST APPROACH

The cost approach to value is based on the principle that a prudent purchaser would not pay more for a property than the cost to reproduce it, provided it could be reproduced without costly delay. In the summation approach land values and improvement values are broken down into components and added together for a summation value. The values assigned to the components are derived from previous market sales, transfers, and contractor costs.

This approach is not applicable.

III. INCOME APPROACH

Investment properties are typically purchased based on their ability to produce income. Therefore, an analysis of the property in terms of its ability to provide a sufficient net annual return on invested capital is an important means of valuing any asset that is held for its income producing capabilities. An estimate of value is arrived at by capitalizing the net income utilizing an investment yield rate commensurate with the risk inherent in the fee ownership of the property, or by discounting the expected cash flow to the property.

This approach is not appropriate in valuing the subject property.

IV. SALES COMPARISON APPROACH

The Sales Comparison (or Market) Approach yields an estimate of value for the subject by comparing it with similar properties of the same type and class which have sold or are currently offered for sale in the same or competing areas. The unit prices of these comparable properties will tend to set the range in which the value of the subject property will lie.

SALES DATA SUMMARY

Subject		Sale #1	Sale #2	Sale #3	Sale #4
		Rockaway Rd Senoia	Bankstown Rd Brooks	Hwy 85 Conn Stars Mill	
Date	--	6/29/2018	6/2/2018	6/9/2017	
Sale Price	--	\$1,192,800	\$835,000	\$1,551,150	
Sale Price/Ac	--	\$20,000/Ac	\$21,397/Ac	\$18,772/Ac	
Parcel #		167 1289 001	0412 020	0413 021	
Sale Conditions	--	Market	Market	Market	
Financing	--	N/A	N/A	N/A	
Adjustments:					
Market	2019	2018	=	2017	=
Site Size (Ac)	.76	59.64 Ac	=	36.024 Ac	=
Location	Avg	Avg	=	Avg	=
Zoning	R1	R1	=	AR	=
Veiw	Avg	Avg	=	Avg	=
Utilities	All	All	=	Water	Inferior
Adequacy	Avg	Avg	=	Avg	=
Improvements	N/A	N/A	=	N/A	N/A
Age					
Design/appeal					
Construction					
other					
Price/Ac Range				\$18,772 - \$21,397	

In the grid above, sales of residential land in Fayette and Coweta Counties are presented. The above grid presents the price per unit for the comparables, and ranges from \$18,772 to \$21,397. The subject is considered to have a fair market value toward the upper end of the range. The indicated value for the subject is as follows

$$.756 \text{ Ac} \times \$20,000/\text{Ac} = \$15,000 \text{ (rounded)}$$

VI. FINAL VALUE RECONCILIATION

At the request of the identified client, I have inspected the above referenced property for the purpose of estimating the fee simple market value of the subject property. Listed below are the general observations and conclusions concerning this property.

1. The subject property is located in Fayette County, GA, in Meade Field. This is an average location that is an industrial and commercial corridor. The subject neighborhood is well established with residential, recreational, and commercial uses. The neighborhood appears to have average desirability in the local market, and has good proximity to the surrounding areas.
2. The subject is a .756 acre tract with no frontage.
3. The subject is existing, and is appraised "as is".
4. The Cost Approach is not applied.
5. The Income Approach is not applied.
6. The Sales Comparison Approach has been considered in estimating the market value of the subject. The cost per acre was utilized within this approach. This method yields an estimate of value of \$15,120.
7. Summary

Cost Approach	\$
Income Approach	
Overall Cap Rate:	\$
Sales Comparison Approach	\$15,000 (rounded)

Final Market Value

In the final analysis, consideration has been give to the value indication by the cost and market. The Sales Approach is considered a strong indicator of fair market value due to the number and quality of sales used. Fair Market Value is concluded at \$15,000. This is an "as is" value, and does not include Furniture, Fixtures or Equipment.

Fifteen thousand dollars



Michael H. Biggers, GA Cert Gen RE #732

I certify that, to the best of my knowledge and belief:

-the statements of facts contained in this report are true and correct.

-the reported analysis, opinions, and conclusions, are limited only by the reported assumptions and limited conditions , and are my personal, impartial, unbiased professional analyses, opinions, and conclusions.

-I have no present or prospective interest in the property that is the subject of this report, and I have no personal interest or bias with respect to the parties involved.

-I have no bias with respect to the property that is the subject of this report or the parties involved with this assignment.

-my engagement in this assignment was not contingent upon developing or reporting predetermined results.

-my compensation for completing this assignment is not contingent upon the development or reporting of a predetermined value or direction in value that favors the cause of the client, the amount of the value estimate, the attainment of a stipulated result, or the occurrence of a subsequent event directly related to the intended use of this appraisal.

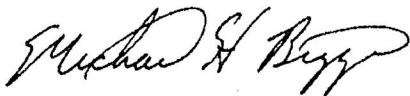
-my analyses, opinions, and conclusions were developed, and this report has been prepared, in conformity with the Uniform Standards of Professional Appraisal Practice.

-I have made a personal inspection of the property that is the subject of this report.

-no one provided significant professional assistance to the person signing this report.

-I have provided an appraisal on the property that is the subject of this report within the three years period immediately preceding acceptance of this assignment. I last appraised this property on 2/16/2018.

-my analysis, opinions, and conclusions were developed, and this report has been prepared, in conformity with the Georgia Real Estate Appraiser Classification and Regulation Act and the Rules and Regulations of the Georgia Real Estate Appraisers Board. (Real Estate Appraiser Classification and Regulation Act paragraph 539-3.02(1)(m) as amended August 1, 2006.)



Michael H. Biggers
GA Certified General Real Estate
Appraiser #00732

10/23/2019
Date

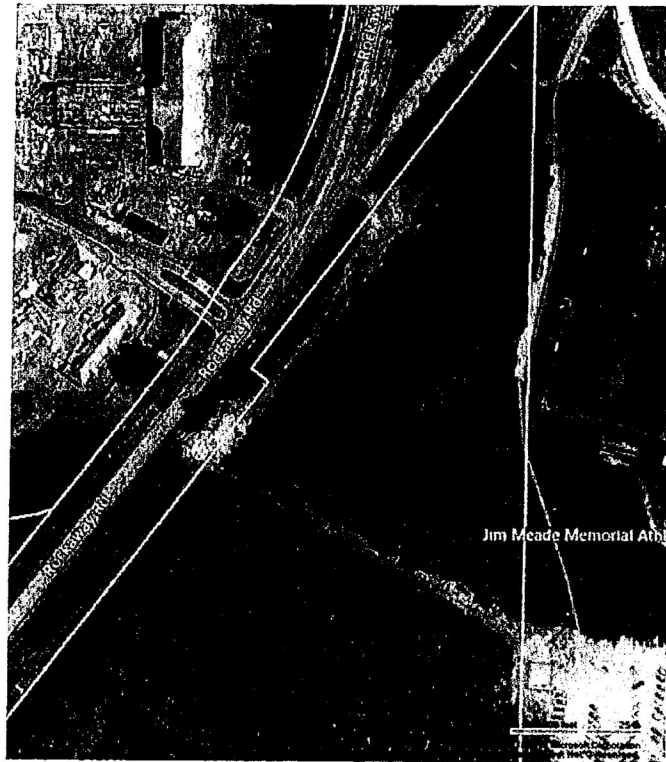
STATEMENT OF LIMITING CONDITIONS

1. The appraisal is made "as is".
2. Unless otherwise noted, all existing liens and/or encumbrances, if any, have been disregarded, and the property has been appraised as though free and clear and under responsible ownership and competent management. Typical financing as may be customarily secured for the type of property under analysis has been considered, as has a favorable mortgage position, if any.
3. The appraiser did not search validity of title nor does he assume responsibility of correction which a survey of the property may reveal.
4. The information contained herein is not guaranteed but it was gathered from reliable sources which are believed to be accurate.
5. No responsibility is assumed for matters legal in character.
6. Sketches are accurate only for purposes of approximation.
7. This report is not to be reproduced in part or as a whole without written consent of the appraiser.
8. The conclusions expressed herein assume competent and aggressive management and/or marketing of the subject property.
9. The contents of this Appraisal are for limited private use only. If this report becomes the property of any party, other than the addressee or the person who has paid the fee connected herewith, permission must be obtained from the original addressee for reproduction or additional copies, and additional fees will be charged for any further consultation, reappraisal, or review of the property.
10. Information regarding the location or existence of public utilities has been obtained through a verbal inquiry to the appropriate utility, or has been ascertained from visual evidence. No warranty has been made regarding the exact location or capabilities of public utility systems.
11. Disclosure of the contents of this Appraisal report is governed by the by-laws and regulations of the Appraisal Foundation. Neither all nor any part of the contents of the Appraisal report shall be disseminated to the public through advertising media, public relations media, sales media, or any other public means of communication without the prior written consent and approval of the undersigned.
12. Opinions of value contained herein are estimates and there are no guarantees, either written or implied, that the property would sell for the expressed estimates of value.
13. The appraiser is not obligated to give testimony of any kind nor appear in any court as a result of having completed this Appraisal, unless arrangements to that effect were made prior to the initiation of the appraisal assignment.
14. The property history has been provided by conversations with various individuals involved with the chain of title, and, if available, various documents such as contracts, deeds, leases, and closing statements.
15. A legal description of the property was obtained by the appraiser and it is assumed that the physical characteristics of the property, with regard to metes and bounds, road frontages, are essentially as described in this legal description.

16. The subject site does not appear to be situated within a federally designated flood zone.
17. Acceptance and or use of this appraisal report by the client or any third party constitutes acceptance of the above limiting conditions. Appraisal liability extends only to the stated client, not subsequent parties or users, and is limited to the amount of the fee received by the appraiser.

APPRAISER'S QUALIFICATIONS

NAME	Michael H. Biggers
ADDRESS	275 N Mill Pkwy Stockbridge, GA 30269
PHONE/E-MAIL	770-954-0011/FAX 770-898-0295 mhbiggers@bellsouth.net
EDUCATION	BA - The University of Georgia Various Appraisal Classes and Seminars
LICENSES/AFFILIATIONS	Certified General Real Estate Appraiser #00732, State of Georgia Member, Atlanta Board of Realtors
PROFESSIONAL EXPERIENCE	1988-Present: M. H. Biggers Appraisals Independent Fee Appraisals. 1986-1988: First Federal of Warner Robins Staff Appraiser 1984-1986 Biggers Auction Co. Staff Appraiser
APPRAISAL CLIENTS	Government: FSA, Rural Development, GA DOT, County Governments USDA Bank/Lending: SunTrust, BankAmerica, Wells Fargo, B,B&T, Various Community Banks Private: Various residential, commercial, and agricultural appraisals for sales, purchases, & estates



Aerial



Subject, Northern Portion

