Mayor/Council Meeting Agenda
Tuesday, October 4, 2022, 5:30 PM
Public Safety Complex, Municipal Court Room
701 Queen City Parkway, Gainesville, GA 30501
Mayor or Mayor Pro Tem Presides

INVOCATION:

PLEDGE OF ALLEGIANCE:

PRESENTATIONS / RECOGNITIONS

A. Proclamation: Fire Prevention Week

COUNCIL ANNOUNCEMENTS:

PUBLIC COMMENTS: (20 minutes maximum)

CONSENT AGENDA:

Minutes

A. September 15, 2022 Work Session

B. September 20, 2022 Mayor/Council Meeting

Resolutions

A. BR-2022-57 Acquisition of Land and Easement Rights to Construct the Green Hill Circle Connector Between Green Hill Circle and Shallowford Road

B. GR-2022-10 Authorization to Apply for and Accept a *Reconnecting Communities Pilot Program* Planning Grant

PUBLIC HEARING(S):

Annexation/Zoning Items

A. Request from **Arturo Maruri** to annex two tracts totaling 0.32± acre located on the east and west side of Ralston Street, south of Hazel Street (a/k/a **1511 and 1514 Ralston Street**) and to establish zoning as Residential-I (R-I). **Ward Number: Four**. Tax Parcel Number(s): 00-129-002-010 and 00-130-001-007. **Request: Sewer for two existing single-family homes**.

- Proposed Annexation Ordinance 2022-32
- Proposed Zoning Ordinance 2022-33

CITY MANAGER ISSUES:

A. BR-2022-58 Property Sale of 4.098 Acres of Real Property Bounded by Parker Street, Main Street, Banks Street, and Grove Street (Solis II)

B. BR-2022-59 Site Development Intergovernmental Agreement and Business Park Intergovernmental Agreement with Gainesville and Hall County Development Authority Regarding Marketing and Sale of Real Property Known as Lot 3 in Gainesville 85 Business Park

C. BR-2022-60 Site Development Intergovernmental Agreement with Gainesville and Hall County Development Authority and Letter from LPC Acquisition Company Regarding Marketing and Sale of Real Property Known as Lot 12 in Gainesville 85 Business Park

D. BR-2022-61 Dedication of New Southeastern Portion of Allen Creek Road Right-of-Way to the Use and Enjoyment of the Public

CITY ATTORNEY ISSUES:

CITY CLERK ISSUES

EXECUTIVE SESSION:

ADJOURNMENT:

Revised Final: Monday, October 3, 2022, 4:15 PM

CITY OF GAINESVILLE

Mayor/Council Agenda Request

Item Created:	September 21, 2022
Date Submitted:	September 30, 2022
Final Approval Date:	October 3, 2022
Presenter:	Sam Couvillon
Item of Business:	Proclamation: Fire Prevention Week
Meeting Date:	October 4, 2022

Purpose of Request:
To present a proclamation to proclaim October 9 - 15, 2022 to be Fire Prevention Week and to encourage the citizens of Gainesville to be proactive and take precautionary measures to avoid fires, and participate in public safety activities.

Facts & Issues / History & Background:
Fire Chief Brandon Ellis and Deputy Fire Chief Zack Philyaw to be in attendance to receive the proclamation.

Department Recommendation:
N/A

Department Director:
Brandon Ellis

If funding is involved, are funds approved within the current budget? No

Amount Requested:

Sources of Funds:

Finance Comments:

Administrative Comments:

Attachments:

1. Proclamation: Fire Safety Week

PROCLAMATION

WHEREAS, *The City of Gainesville is committed to ensuring the safety and security of all those living in and visiting our community; and*

WHEREAS, *fires pose major public safety concerns, though they are largely preventable by practicing diligence in basic fire safety measures; and*

WHEREAS, *the City of Gainesville's first responders are dedicated to reducing the occurrence of home fires and home fire injuries through prevention and protection education; and*

WHEREAS, *every household and business in the City of Gainesville should have a well-prepared fire escape plan and properly functioning fire safety equipment, including smoke detectors, carbon monoxide alarms, and fire extinguishers, which are tested regularly; and*

WHEREAS, *by following and utilizing these important safety and prevention guidelines and methods, we can reduce fire related injuries and prevent future loss of life in our communities, and we encourage all citizens to practice this year's fire safety theme "FIRE WON'T WAIT. PLAN YOUR ESCAPE."*

NOW, THEREFORE, BE IT RESOLVED, *that I, W. Samuel Couvillon, Mayor and the Gainesville City Council, do hereby proclaim October 9-15, 2022 to be*

"Fire Prevention Week"

And encourage the citizens of Gainesville to be proactive and take precautionary measures to avoid fires, and participate in public safety activities offered by the Office of Commissioner of Insurance and Fire Safety and the Gainesville Fire Department.

Presented this 4th day of October, 2022

_____

W. Samuel Couvillon, Mayor
City of Gainesville

CITY OF GAINESVILLE

Mayor/Council Agenda Request

Item Created:	August 11, 2022
Date Submitted:	September 29, 2022
Final Approval Date:	October 3, 2022
Presenter:	Denise Jordan, City Clerk
Item of Business:	September 15, 2022 Work Session
Meeting Date:	October 4, 2022

Purpose of Request:
The purpose of this request is to allow the governing body to approve minutes from the referenced meeting.

Facts & Issues / History & Background:
Draft minutes were distributed to the governing body, City Manager, City Attorney and Department Directors for comments/corrections.

Department Recommendation:
Approve the minutes accepting edits as presented.

Department Director:
Bryan Lackey

If funding is involved, are funds approved within the current budget? No

Amount Requested:

Sources of Funds:

Finance Comments:

Administrative Comments:

Attachments:
None

CITY OF GAINESVILLE

Mayor/Council Agenda Request

Item Created:	August 11, 2022
Date Submitted:	October 3, 2022
Final Approval Date:	October 3, 2022
Presenter:	Denise Jordan, City Clerk
Item of Business:	September 20, 2022 Mayor/Council Meeting
Meeting Date:	October 4, 2022

Purpose of Request:
The purpose of this request is to allow the governing body to approve the minutes from the referenced meeting.

Facts & Issues / History & Background:
Draft minutes were distributed to the governing body, City Manager, City Attorney and Department Directors for comments/corrections.

Department Recommendation:
Approve the minutes accepting edits as presented.

Department Director:
Bryan Lackey

If funding is involved, are funds approved within the current budget? No

Amount Requested:

Sources of Funds:

Finance Comments:

Administrative Comments:

Attachments:
None

CITY OF GAINESVILLE

Mayor/Council Agenda Request

Item Created:	September 29, 2022
Date Submitted:	September 29, 2022
Final Approval Date:	September 29, 2022
Presenter:	Bryan Lackey, City Manager
Item of Business:	BR-2022-57 Acquisition of Land and Easement Rights to Construct the Green Hill Circle Connector Between Green Hill Circle and Shallowford Road
Meeting Date:	October 4, 2022

Purpose of Request:
The purpose of this request is to acquire property rights necessary to construct the Green Hill Circle Connector.

Facts & Issues / History & Background:
Additional property is required to complete the Green Hill Circle Connector. The proposed resolution authorizes the power of eminent domain to be utilized through the condemnation process if unable to acquire the necessary property through voluntary negotiation. It also authorizes negotiations, advertisements, and the execution of related documents.

Department Recommendation:
Adopt the resolution.

Department Director:
Bryan Lackey

If funding is involved, are funds approved within the current budget? No

Amount Requested: **Sources of Funds:**

Finance Comments:

Administrative Comments:

Attachments:
1. BR-2022-57 Acquisition of Land and Easement Rights to Construct the Green Hill Circle Connector Between Green Hill Circle and Shallowford Road
2. Exhibit A: Green Hill Circle Connector

RESOLUTION BR-2022-57

ACQUISITION OF LAND AND EASEMENT RIGHTS TO CONSTRUCT THE GREEN HILL CIRCLE CONNECTOR BETWEEN GREEN HILL CIRCLE AND SHALLOWFORD ROAD

WHEREAS, the City of Gainesville has determined that it is necessary and in the public interest to acquire certain tracts of land as part of a Project known as the Green Hill Circle Connector Project (the "Project"), to construct a connector road between Green Hill Circle, a City street in the City of Gainesville, to connect with Shallowford Road, a City street in the City of Gainesville, immediately and without delay, said project and the swift construction of said project being in the public interest of the citizens of the City of Gainesville; and

WHEREAS, Article 9, Section 2, Paragraph 5 of the Georgia Constitution authorizes municipalities to exercise the power of eminent domain for any public purpose; and

WHEREAS, the Green Hill Circle Connector Project is for public transportation purposes involving the safe and efficient management of traffic in the area of Dawsonville Highway and Shallowford Road in the City of Gainesvile, and construction of the Project will result in reduced delays, improved traffic conditions, and will enhance the level of safety and the level of service which public roads in the area provide. In order to maintain the projected schedule of road construction, all required right-of-way and easements should be acquired without delay; and

WHEREAS, the Green Hill Circle Connector Project and the tracts land and easements needed to construct the Project are located in Land Lot 171 of the 9th Land District in Hall County, Georgia, and shown on the Plans attached hereto as Exhibit "A", and incorporated herein by reference; and

NOW, THEREFORE, BE IT RESOLVED, and it is resolved, that the City of Gainesville finds that the Project to construct the Green Hill Circle Connector Project is necessary to serve a public purpose, and in furtherance of that public purpose the City has determined to use its power of eminent domain to acquire certain property rights shown on the Plans attached as Exhibit "A" through the condemnation process in the event that the necessary property rights cannot be acquired by voluntary negotiation and sale. The acquisition procedure shall proceed under Title 32 of the Official Code of Georgia, as the project schedule of completion requires acquisition of all parcels quickly, and without delay. Time is of the essence; and

IT IS FURTHER RESOLVED, that the City Manager of the City of Gainesville, and the employees and agents of the City of Gainesville, may negotiate for and acquire the property needed for the Project by gift, sale, or condemnation, and that the City Attorney and the employees and agents of the City of Gainesville, are hereby directed to prepare the necessary deeds, easements, closing documents, petitions, declarations of taking, orders, and any other documents required to effectuate the foregoing; that all actions taken and easements acquired for the Project by the Mayor, City Manager, employees and agents of the City of Gainesville, and City Attorney's office which have heretofore occurred, are hereby ratified; and

RESOLUTION BR-2022-57

ACQUISITION OF LAND AND EASEMENT RIGHTS TO CONSTRUCT THE GREEN HILL CIRCLE CONNECTOR BETWEEN GREEN HILL CIRCLE AND SHALLOWFORD ROAD

IT IS FURTHER RESOLVED, that the Mayor and City Council of the City of Gainesville, the City Manager, the City Attorney, and the employees and agents of the City of Gainesville, are authorized to sign any of the documents referenced in the preceding paragraph on behalf of the City of Gainesville, Georgia to complete the acquisition of the property required for the Project; and

IT IS FURTHER RESOLVED, that the governing body of the City of Gainesville hereby approve the location of the Project by Resolution, and that said location of the Project be advertised in the legal organ of the County, commencing immediately, for four consecutive weeks, and that the plans be kept on file at the City of Gainesville Public Works Department, and that any interested party may obtain a copy of same by writing to the City of Gainesville Public Works Department at 300 Henry Ward Way, Suite 302, P.O. Box 2496, Gainesville, GA 30503, and paying a nominal cost therefor.

Adopted this _____ day of _____, 2022.

_____

W. Samuel Couvillon, Mayor

This is to certify that I am City Clerk of the City of Gainesville. As such, I keep its official records, including its minutes. In that capacity, my signature below certifies this resolution was adopted as stated and will be recorded in the official minutes.

ATTEST:

_____

Denise O. Jordan, City Clerk

W270888

7/15/2021
LKhup

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GRWCOV

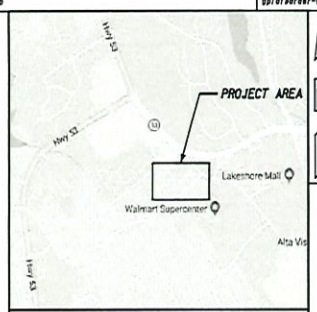
CITY OF Gainesville

PROJECT NUMBER 0014291

CITY OF GAINESVILLE
PUBLIC WORKS DEPARTMENT

RIGHT OF WAY OF PROPOSED
GREEN HILL CIRCLE CONNECTOR PROJECT
HALL COUNTY
PROJECT NO. 0014291

FEDERAL ROUTE No.: N/A
STATE ROUTE No.: N/A



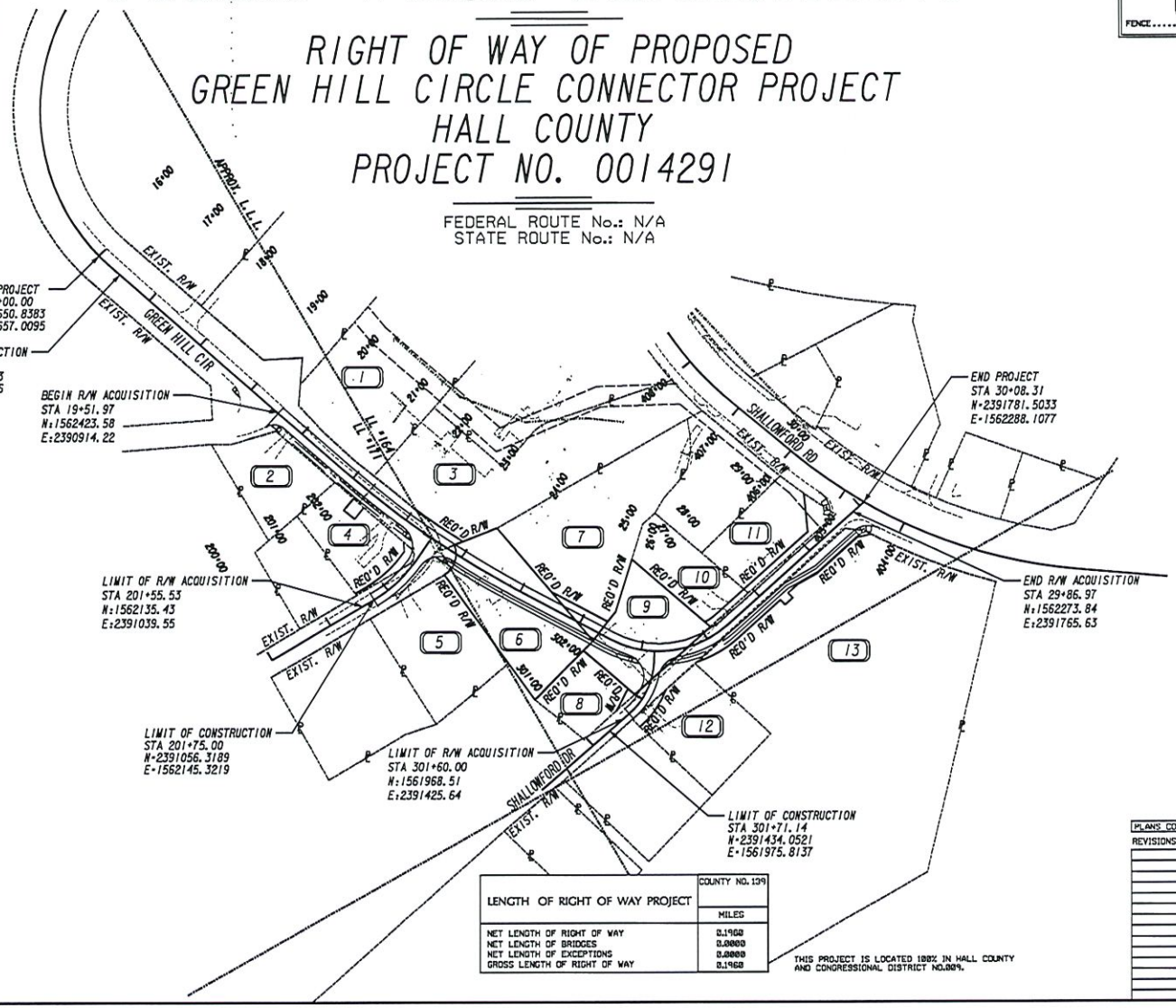
LOCATION SKETCH

NOTE: THE CO-ORDINATES LISTED ARE WEST ZONE GRID CO-ORDINATES BASED ON THE GA. STATE PLANE CO-ORDINATE SYSTEM OF 1984.
HORIZONTAL DATUM : NAD 83/94 HARN
VERTICAL DATUM : NAVD 1988

CONVENTIONAL SIGNS

LAND LOT LINE
PROPERTY LINE
RIGHT OF WAY LINE
- EXISTING
- REQUIRED
- EXISTING LIMIT OF ACCESS
- REQ'D LIMIT OF ACCESS
- EXISTING LIMIT OF ACCESS & R/W
- REQ'D LIMIT OF ACCESS & R/W
- R/W MARKERS

FENCE



SCALE IN FEET
0 80 160 320

LENGTH OF RIGHT OF WAY PROJECT	COUNTY NO. 139
	MILES
NET LENGTH OF RIGHT OF WAY	0.1968
NET LENGTH OF BRIDGES	0.0000
NET LENGTH OF EXCEPTIONS	0.0000
GROSS LENGTH OF RIGHT OF WAY	0.1968

THIS PROJECT IS LOCATED 100% IN HALL COUNTY AND CONGRESSIONAL DISTRICT NO.09%.

PLANS PREPARED BY
CPL

UNDER THE SUPERVISION OF
Bradley Cox
OFFICE OF DESIGN

CPL
ARCHITECTURE
ENGINEERING
PLANNING
3011 SUTTON GATE DRIVE, SUITE 130
SUWANEE, GEORGIA 30024
TEL (800) 274-9000
FAX (770) 831-9243
www.cplteam.com

PLANS COMPLETED DATE: 4/22/2021
REVISIONS:

DRAWING No.
60-0001

PROJECT NUMBER: 0014291
HALL COUNTY

EXHIBIT "A"

7/15/2021
LXtwp

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GWPLK

CITY OF **Gainesville**

PROJECT NUMBER 0014291

30' SANITARY SEWER EASEMENT PER PBL 785 PG. 113A

1
N/F
JERRY D. JACKSON &
ELISA K. JACKSON
DB. 7992 PG. 527
PBL 785 PG. 113A
PARCEL ID # 01116 002072

16+00
P.T. 16+24.75
BEGIN DITCH 16+42
17+00
END DITCH 17+21
18+00
19+00
20+00
EXIST R/W
A-1
A-2
DE10100
19+51.97
50.00' LT
10195
20+22.01
22.86' LT
10334
19+68.06
28.72' LT
BASELINE STA 20+50 DRAWING No. 60-0002
GREEN HILL CIR
BEGIN PROJECT
STA 16+00.00
N=2390650.8383
E=1562657.0095
BEGIN CONSTRUCTION
STA 16+42.00
N=2390681.4583
E=1562628.7086
10224
19+68.15
22.37' RT
DE10200
19+60.21
35.00' RT
2
N/F
WILLIAM T. DRAKE
NO RECORDING INFORMATION FOUND
PARCEL ID # 00116 003001

SCALE IN FEET
0 20 40 80

PROPERTY AND EXISTING R/W LINE	
REQUIRED R/W LINE	
CONSTRUCTION LIMITS	—C—F—
EASEMENT FOR CONSTR & MAINTENANCE OF SLOPES	
EASEMENT FOR CONSTR OF SLOPES	
EASEMENT FOR CONSTR OF DRIVES	

BEGIN LIMIT OF ACCESS	BLA
END LIMIT OF ACCESS	ELA
EXISTING LIMIT OF ACCESS	
REQ'D LIMIT OF ACCESS	
EXISTING LIMIT OF ACCESS & R/W	
REQ'D LIMIT OF ACCESS & R/W	
ORANGE BARRIER FENCE	
ESA - ENV. SENSITIVE AREA	

DATE	REVISIONS	DATE	REVISIONS

CITY OF GAINESVILLE
PUBLIC WORKS DEPARTMENT

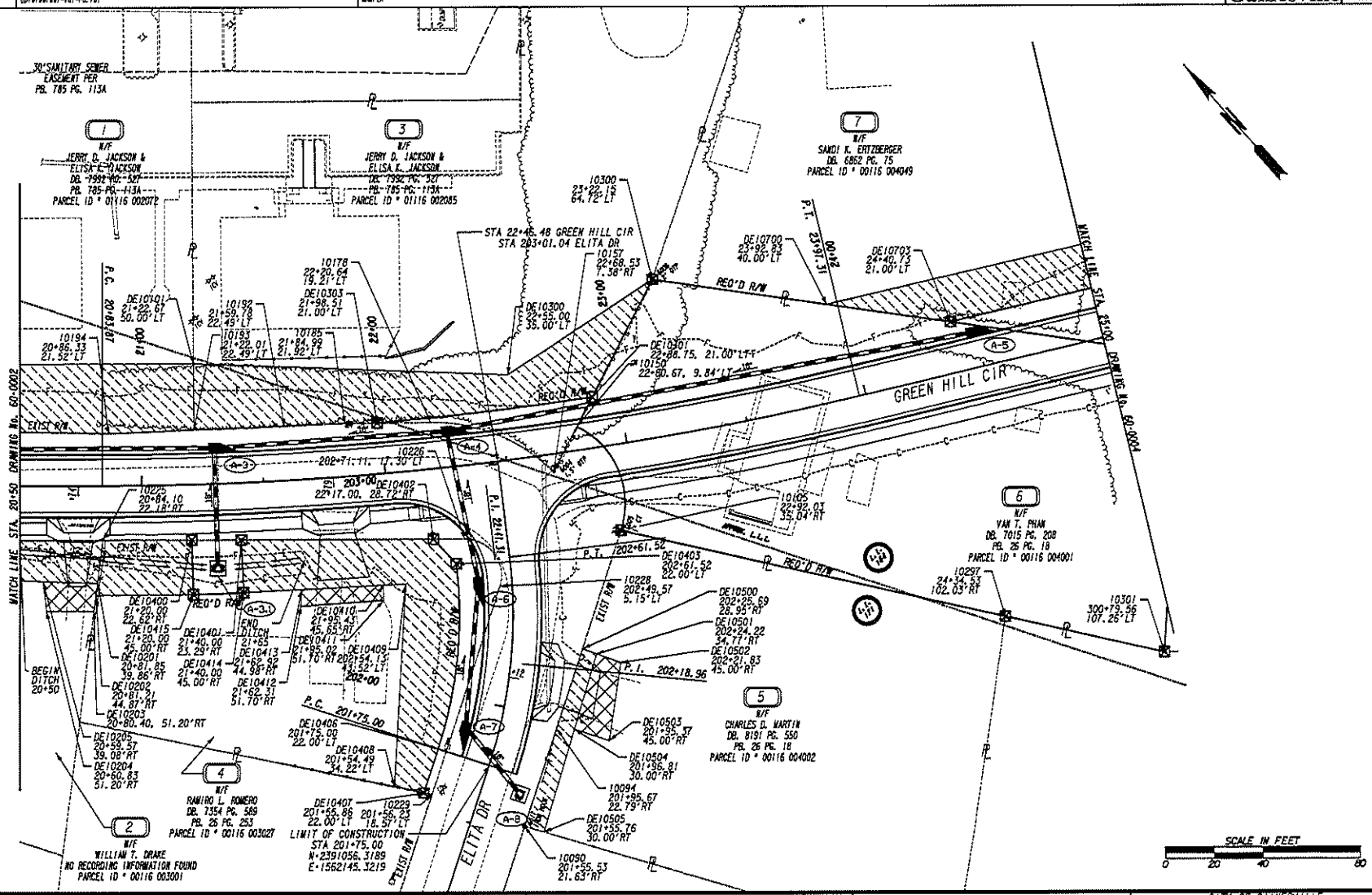
RIGHT OF WAY MAP

PROJECT NO: 0014291
COUNTY: HALL
LAND LOT NO: 164/171
LAND DISTRICT: 4
GMD 411
DATE SH 2 OF 7

DRAWING No. 60-0002

7/15/2021 LKhop | SPLOT-V8 splotborder-V81-PG.tbl | 0014291_60-0003.dgn CAMPLM

CITY OF Gainesville | PROJECT NUMBER 0014291



PROPERTY AND EXISTING R/W LINE	BEGIN LIMIT OF ACCESS.....BLA		
REQUIRED R/W LINE	END LIMIT OF ACCESS.....ELA		
CONSTRUCTION LIMITS	EXISTING LIMIT OF ACCESS		
EASEMENT FOR CONSTR & MAINTENANCE OF SLOPES	REQ'D LIMIT OF ACCESS		
EASEMENT FOR CONSTR OF SLOPES	EXISTING LIMIT OF ACCESS & R/W		
EASEMENT FOR CONSTR OF DRIVES	REQ'D LIMIT OF ACCESS & R/W		
	ORANGE BARRIER FENCE		
	ESA - ENV. SENSITIVE AREA		

DATE	REVISIONS	DATE	REVISIONS

CITY OF GAINESVILLE
PUBLIC WORKS DEPARTMENT

RIGHT OF WAY MAP

PROJECT NO: 0014291
COUNTY: HALL
LAND LOT NO: 164/171
LAND DISTRICT: 4
GMD 411
DATE SH 3 OF 7

DRAWING No. 60-0003

7/15/2021 LKhop

7/15/2021
LXhup

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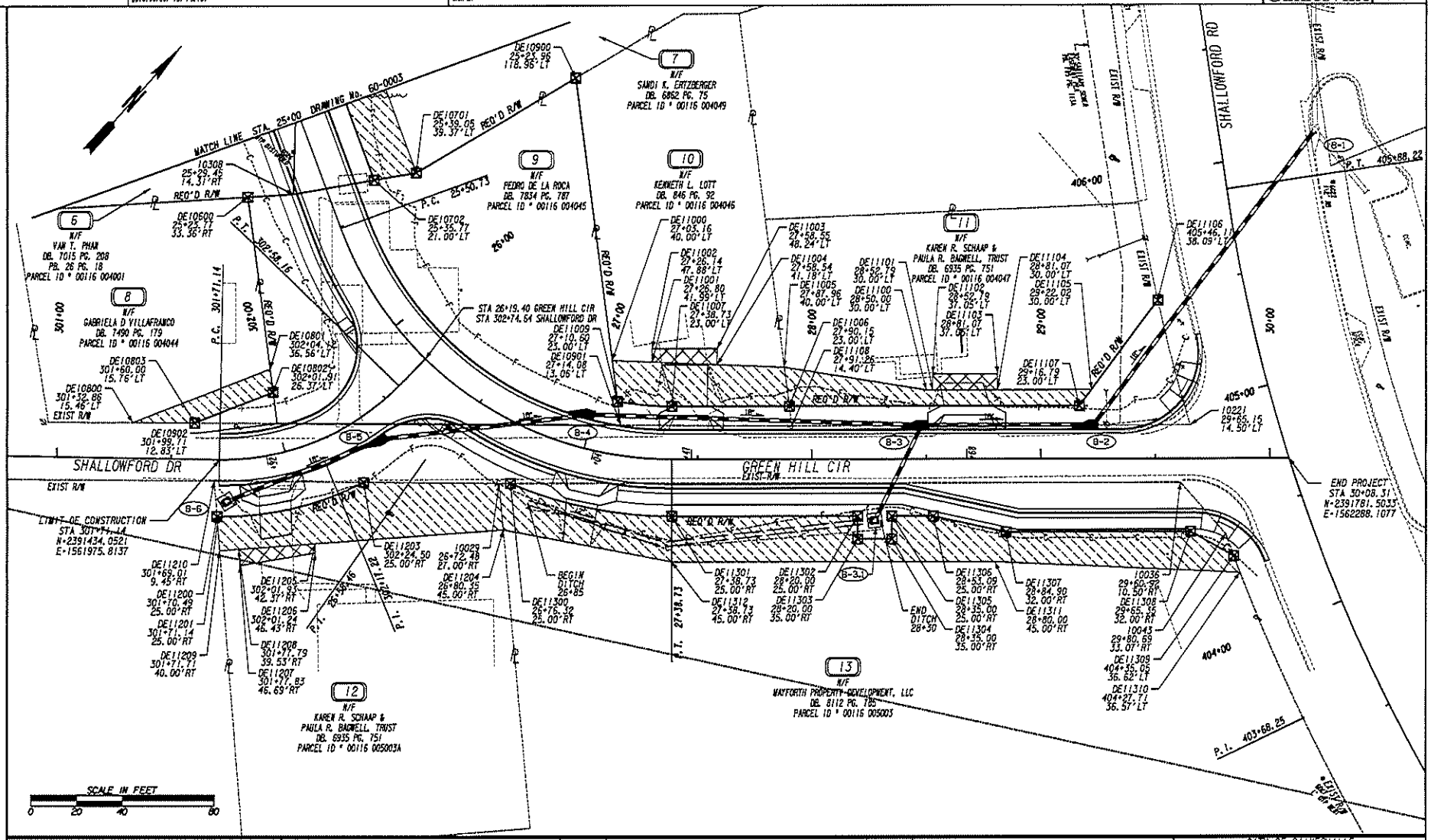
CITY OF **Gainesville**

PROJECT NUMBER 0014291



PROPERTY AND EXISTING R/W LINE	
REQUIRED R/W LINE	
CONSTRUCTION LIMITS	
EASEMENT FOR CONSTR & MAINTENANCE OF SLOPES	
EASEMENT FOR CONSTR OF SLOPES	
EASEMENT FOR CONSTR OF DRIVES	

BEGIN LIMIT OF ACCESS	BLA
END LIMIT OF ACCESS	ELA
EXISTING LIMIT OF ACCESS	
REQ'D LIMIT OF ACCESS	
EXISTING LIMIT OF ACCESS & R/W	
REQ'D LIMIT OF ACCESS & R/W	
ORANGE BARRIER FENCE	
ESA - ENV. SENSITIVE AREA	

DATE	REVISIONS	DATE	REVISIONS

CITY OF GAINESVILLE
PUBLIC WORKS DEPARTMENT

RIGHT OF WAY MAP

PROJECT NO:0014291
COUNTY: HALL
LAND LOT NO:164
LAND DISTRICT:4
GMD 411
DATE SH 4 OF 7

DRAWING No. 60-0004

7/2/2021 GRMPLK

7/15/2021
LXSHP

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GRMPLK

CITY OF Gainesville

PROJECT NUMBER 0014291

1
N/F
JERRY D. JACKSON &
ELISA K. JACKSON
DB. 7992 PG. 527
PB. 785 PG. 113A
PARCEL ID # 01116 002072

PARCEL 1 REQ'D TEMP. EASM'T. DE100

PNT	OFFSET/		STATION/	ALIGNMENT
DE10100	50.00	L	19+51.97	C/L Green Hill Ctr
DE10101	50.00	L	21+22.67	C/L Green Hill Ctr
10193	22.49	L	21+22.01	C/L Green Hill Ctr
10194	21.52	L	20+86.33	C/L Green Hill Ctr
10195	22.86	L	20+22.01	C/L Green Hill Ctr
10334	28.72	L	19+68.06	C/L Green Hill Ctr
DE10100	50.00	L	19+51.97	C/L Green Hill Ctr

REQD EASMT AREA = 4281.43 SF
TOTAL LOT SIZE = 38527.06 SF

2
N/F
WILLIAM T. DRAKE
NO RECORDING INFORMATION FOUND
PARCEL ID # 00116 003001

PARCEL 2 REQ'D TEMP. EASM'T. DE200

PNT	OFFSET/		STATION/	ALIGNMENT
DE10200	35.00	R	19+60.21	C/L Green Hill Ctr
10224	22.37	R	19+68.15	C/L Green Hill Ctr
10225	22.18	R	20+84.10	C/L Green Hill Ctr
DE10201	39.86	R	20+81.85	C/L Green Hill Ctr
DE10205	39.08	R	20+59.57	C/L Green Hill Ctr
DE10200	35.00	R	19+60.21	C/L Green Hill Ctr

REQD EASMT AREA = 1819.34 SF
TOTAL LOT SIZE = 14895.39 SF

PARCEL 2 REQ'D DRWY. EASM'T. DE201

PNT	OFFSET/		STATION/	ALIGNMENT
DE10201	39.86	R	20+81.85	C/L Green Hill Ctr
DE10203	51.20	R	20+80.40	C/L Green Hill Ctr
DE10204	51.20	R	20+60.83	C/L Green Hill Ctr
DE10205	39.08	R	20+59.57	C/L Green Hill Ctr
DE10201	39.86	R	20+81.85	C/L Green Hill Ctr

3
N/F
JERRY D. JACKSON &
ELISA K. JACKSON
DB. 7992 PG. 527
PB. 785 PG. 113A
PARCEL ID # 01116 002085

PARCEL 3 REQ'D R/W DE300

PNT	OFFSET/		STATION/ DIST	ALIGNMENT BEARING
DE10301	21.00	L	22+88.75	C/L Green Hill Ctr
			34.79	S 68°23'43.6" W
10157	7.38	R	22+68.53	C/L Green Hill Ctr

ARC LENGTH = 56.07
CHORD BEAR = N 26°20'09.5" W
LNTH CHORD = 54.59
RADIUS = 70.19
DEGREE = 81°37'46.4"

10178	19.21	L	22+20.64	C/L Green Hill Ctr
			21.87	N 49°17'12.5" W
DE10303	21.00	L	21+98.51	C/L Green Hill Ctr

ARC LENGTH = 88.83
CHORD BEAR = S 55°26'31.2" E
LNTH CHORD = 88.81
RADIUS = 1319.00
DEGREE = 4°20'38.0"

DE10301	21.00	L	22+88.75	C/L Green Hill Ctr

REQD R/W = 803.56 SF
REQD R/W = 0.018 ACRES
REMAINDER = +/- 1.1 ACRES

PARCEL 3 REQ'D TEMP. EASM'T. DE301

PNT	OFFSET/		STATION/	ALIGNMENT
DE10101	50.00	L	21+22.67	C/L Green Hill Ctr
DE10300	35.00	L	22+55.00	C/L Green Hill Ctr
10300	64.72	L	23+22.15	C/L Green Hill Ctr
DE10301	21.00	L	22+88.75	C/L Green Hill Ctr

ARC LENGTH = 88.83
CHORD BEAR = N 55°26'31.2" W
LNTH CHORD = 88.81
RADIUS = 1319.00
DEGREE = 4°20'38.0"

DE10303	21.00	L	21+98.51	C/L Green Hill Ctr
10185	21.92	L	21+84.99	C/L Green Hill Ctr
10192	22.49	L	21+59.78	C/L Green Hill Ctr
10193	22.49	L	21+22.01	C/L Green Hill Ctr
DE10101	50.00	L	21+22.67	C/L Green Hill Ctr

REQD EASMT AREA = 4018.66 SF

4
N/F
RAMIRO L. ROMERO
DB. 7354 PG. 589
PB. 26 PG. 253
PARCEL ID # 00116 003027

PARCEL 4/TRACT 1 REQ'D R/W DE400

PNT	OFFSET/		STATION/ DIST	ALIGNMENT BEARING
DE10400	22.62	R	21+20.00	C/L Green Hill Ctr
			20.35	S 48°42'04.5" E
DE10401	23.29	R	21+40.00	C/L Green Hill Ctr
			21.71	S 38°59'20.6" W
DE10414	45.00	R	21+40.00	C/L Green Hill Ctr
			20.67	N 50°35'00.1" W
DE10415	45.00	R	21+20.00	C/L Green Hill Ctr
			22.38	N 39°50'39.2" E
DE10400	22.62	R	21+20.00	C/L Green Hill Ctr

REQD R/W = 452.05 SF
REQD R/W = 0.010 ACRES
REMAINDER = +/- 0.32 ACRES

PARCEL 4/TRACT 2 REQ'D R/W DE404

PNT	OFFSET/		STATION/ DIST	ALIGNMENT BEARING
DE10402	28.72	R	22+17.00	C/L Green Hill Ctr
			12.90	S 48°42'04.5" E
10226	17.30	L	202+71.11	C/L Ellis Drive

ARC LENGTH = 28.30
CHORD BEAR = S 5°21'25.5" W
LNTH CHORD = 24.29
RADIUS = 15.00
DEGREE = 381°58'18.7"

10228	5.15	L	202+49.57	C/L Ellis Drive
			89.69	S 59°24'55.5" W
10229	18.57	L	201+56.23	C/L Ellis Drive
			3.45	N 36°46'04.5" W
DE10407	22.00	L	201+55.86	C/L Ellis Drive
			19.14	N 59°28'22.7" E
DE10406	22.00	L	201+75.00	C/L Ellis Drive

ARC LENGTH = 76.91
CHORD BEAR = N 46°57'16.2" E
LNTH CHORD = 76.30
RADIUS = 176.00
DEGREE = 32°33'15.9"

DE10403	22.00	L	202+61.52	C/L Ellis Drive
			13.78	N 1°38'11.0" W
DE10402	28.72	R	22+17.00	C/L Green Hill Ctr

REQD R/W = 960.13 SF
REQD R/W = 0.022 ACRES
REMAINDER = +/- 0.31 ACRES

PARCEL 4/TRACT 1 REQ'D TEMP. EASM'T. DE401

PNT	OFFSET/		STATION/	ALIGNMENT
10225	22.18	R	20+84.10	C/L Green Hill Ctr
DE10400	22.62	R	21+20.00	C/L Green Hill Ctr
DE10415	45.00	R	21+20.00	C/L Green Hill Ctr
DE10202	44.87	R	20+81.21	C/L Green Hill Ctr
10225	22.18	R	20+84.10	C/L Green Hill Ctr

REQD EASMT AREA = 861.34 SF

PARCEL 4/TRACT 2 REQ'D TEMP. EASM'T. DE402

PNT	OFFSET/		STATION/	ALIGNMENT
DE10401	23.29	R	21+40.00	C/L Green Hill Ctr
DE10402	28.72	R	22+17.00	C/L Green Hill Ctr
DE10403	22.00	L	202+61.52	C/L Ellis Drive

ARC LENGTH = 76.91
CHORD BEAR = S 46°57'16.2" W
LNTH CHORD = 76.30
RADIUS = 176.00
DEGREE = 32°33'15.9"

DE10406	22.00	L	201+75.00	C/L Ellis Drive
DE10407	22.00	L	201+55.86	C/L Ellis Drive
DE10408	34.22	L	201+54.49	C/L Ellis Drive
DE10409	43.52	L	202+54.13	C/L Ellis Drive
DE10414	45.00	R	21+40.00	C/L Green Hill Ctr
DE10401	23.29	R	21+40.00	C/L Green Hill Ctr

REQD EASMT AREA = 3389.56 SF

PARCEL 4 REQ'D DRWY. EASM'T. DE403

PNT	OFFSET/		STATION/	ALIGNMENT
DE10410	45.65	R	21+95.43	C/L Green Hill Ctr
DE10411	51.70	R	21+95.02	C/L Green Hill Ctr
DE10412	51.70	R	21+62.31	C/L Green Hill Ctr
DE10413	44.98	R	21+62.92	C/L Green Hill Ctr
DE10410	45.65	R	21+95.43	C/L Green Hill Ctr

5
N/F
CHARLES D. MARTIN
DB. 8191 PG. 550
PB. 26 PG. 18
PARCEL ID # 00116 004002

PARCEL 5 REQ'D TEMP. EASM'T. DE500

PNT	OFFSET/		STATION/	ALIGNMENT
10090	21.63	R	201+55.53	C/L Ellis Drive
10094	22.79	R	201+95.67	C/L Ellis Drive
DE10500	28.95	R	202+25.69	C/L Ellis Drive
DE10501	34.77	R	202+24.22	C/L Ellis Drive
DE10505	30.00	R	201+55.76	C/L Ellis Drive
10090	21.63	R	201+55.53	C/L Ellis Drive

REQD EASMT AREA = 553.67 SF
TOTAL LOT SIZE = 23062.03 SF

PARCEL 5 REQ'D DRWY. EASM'T. DE501

PNT	OFFSET/		STATION/	ALIGNMENT
DE10501	34.77	R	202+24.22	C/L Ellis Drive
DE10502	45.00	R	202+21.83	C/L Ellis Drive
DE10503	45.00	R	201+95.37	C/L Ellis Drive
DE10504	30.00	R	201+96.81	C/L Ellis Drive
DE10501	34.77	R	202+24.22	C/L Ellis Drive

DATE	REVISIONS	DATE	REVISIONS

CITY OF GAINESVILLE
PUBLIC WORKS DEPARTMENT

RIGHT OF WAY MAP

PROJECT NO:0014291
COUNTY: HALL
LAND LOT NO:
LAND DISTRICT:
GMD
DATE SH 5 OF 7

DRAWING No.
60-0005

6

N/F
VAN T. PHAN
DB. 7015 PG. 208
PB. 26 PG. 18
PARCEL ID # 00116 004001

PARCEL 6 REQ'D R/W DE600

PNT	OFFSET/ DIST		STATION/ BEARING	ALIGNMENT
DE10600	33.36	R	25+23.77	C/L Green Hill Cir
			102.22	S 44°35'06.0" W
10301	107.26	L	300+79.56	C/L Shallowford Drive
			66.80	N 36°00'04.5" W
10297	102.03	R	24+34.53	C/L Green Hill Cir
			161.68	N 35°52'26.1" W
10105	35.04	R	22+92.03	C/L Green Hill Cir

ARC LENGTH = 50.53
CHORD BEAR = N 18°23'59.1" E
LNTH CHORD = 46.32
RADIUS = 35.29
DEGREE = 162°21'25.1"

10150	9.84	L	22+80.67	C/L Green Hill Cir
			68.10	N 68°23'43.6" E
10300	64.72	L	23+22.15	C/L Green Hill Cir
			219.16	S 40°18'43.9" E
10308	14.31	R	25+29.45	C/L Green Hill Cir
			19.88	S 44°35'06.0" W
DE10600	33.36	R	25+23.77	C/L Green Hill Cir

REQD R/W = 26108.67 SF
REQD R/W = 0.599 ACRES
REMAINDER = +/- 0.00 ACRES

7

N/F
SANDI K. ERTZBERGER
DB. 6862 PG. 75
PARCEL ID # 00116 004049

PARCEL 7 REQ'D R/W DE700

PNT	OFFSET/ DIST		STATION/ BEARING	ALIGNMENT
DE10702	21.00	L	25+35.77	C/L Green Hill Cir
			35.87	S 38°08'07.0" W
10308	14.31	R	25+29.45	C/L Green Hill Cir
			95.49	N 40°18'43.9" W
DE10703	21.00	L	24+40.73	C/L Green Hill Cir
			95.04	S 62°00'46.8" E
DE10702	21.00	L	25+35.77	C/L Green Hill Cir

REQD R/W = 1677.73 SF
REQD R/W = 0.039 ACRES
REMAINDER = +/- 0.86 ACRES

PARCEL 7 REQ'D TEMP. EASM'T. DE701

PNT	OFFSET/		STATION/	ALIGNMENT
DE10700	40.00	L	23+92.83	C/L Green Hill Cir
DE10701	39.37	L	25+39.05	C/L Green Hill Cir
DE10702	21.00	L	25+35.77	C/L Green Hill Cir
DE10703	21.00	L	24+40.73	C/L Green Hill Cir
DE10700	40.00	L	23+92.83	C/L Green Hill Cir

REQD EASMT AREA = 2245.97 SF

8

N/F
GABRIELA D VILLAFRANCO
DB. 7490 PG. 179
PARCEL ID # 00116 004044

PARCEL 8 REQ'D R/W DE800

PNT	OFFSET/ DIST		STATION/ BEARING	ALIGNMENT
DE10802	26.37	L	302+01.91	C/L Shallowford Drive
			13.66	S 49°17'38.9" E
DE10902	12.83	L	301+99.71	C/L Shallowford Drive
			35.99	S 48°24'00.0" W
DE10803	15.76	L	301+60.00	C/L Shallowford Drive
			36.74	N 26°46'39.1" E
DE10802	26.37	L	302+01.91	C/L Shallowford Drive

REQD R/W = 243.61 SF
REQD R/W = 0.006 ACRES
REMAINDER = +/- 0.22 ACRES

PARCEL 8 REQ'D TEMP. EASM'T. DE801

PNT	OFFSET/		STATION/	ALIGNMENT
DE10800	15.46	L	301+32.86	C/L Shallowford Drive
DE10801	36.56	L	302+04.12	C/L Shallowford Drive
DE10802	26.37	L	302+01.91	C/L Shallowford Drive
DE10803	15.76	L	301+60.00	C/L Shallowford Drive
DE10800	15.46	L	301+32.86	C/L Shallowford Drive

REQD EASMT AREA = 505.97 SF

9

N/F
PEDRO DE LA ROCA
DB. 7834 PG. 787
PARCEL ID # 00116 004045

PARCEL 9 REQ'D R/W DE900

PNT	OFFSET/ DIST		STATION/ BEARING	ALIGNMENT
DE10900	118.96	L	25+23.96	C/L Green Hill Cir
			153.53	S 49°18'12.0" E
DE10901	13.06	L	27+14.08	C/L Green Hill Cir
			150.00	S 48°24'00.0" W
DE10902	12.83	L	301+99.71	C/L Shallowford Drive
			100.10	N 49°17'38.9" W
DE10600	33.36	R	25+23.77	C/L Green Hill Cir
			19.88	N 44°35'06.0" E
10308	14.31	R	25+29.45	C/L Green Hill Cir
			54.53	N 38°08'07.0" E
DE10701	39.37	L	25+39.05	C/L Green Hill Cir
			81.01	N 17°14'49.2" E
DE10900	118.96	L	25+23.96	C/L Green Hill Cir

REQD R/W = 17631.00 SF
REQD R/W = 0.405 ACRES
REMAINDER = +/- 0.00 ACRES

10

N/F
KENNETH L. LOTT
DB. 846 PG. 92
PARCEL ID # 00116 004046

PARCEL 10 REQ'D R/W DE1000

PNT	OFFSET/ DIST		STATION/ BEARING	ALIGNMENT
DE11006	23.00	L	27+90.15	C/L Green Hill Cir
			8.67	S 49°18'12.0" E
DE11108	14.40	L	27+91.26	C/L Green Hill Cir
			75.00	S 48°24'00.0" W
DE11901	13.06	L	27+14.08	C/L Green Hill Cir
			10.40	N 49°18'12.0" W
DE11009	23.00	L	27+10.60	C/L Green Hill Cir

ARC LENGTH = 23.93
CHORD BEAR = N 53°16'28.8" E
LNTH CHORD = 23.90
RADIUS = 131.00
DEGREE = 43°44'14.1"

DE11007	23.00	L	27+38.73	C/L Green Hill Cir
			51.42	N 48°02'27.0" E
DE11006	23.00	L	27+90.15	C/L Green Hill Cir

REQD R/W = 644.01 SF
REQD R/W = 0.015 ACRES
REMAINDER = +/- 0.28 ACRES

PARCEL 10 REQ'D TEMP. EASM'T. DE1001

PNT	OFFSET/		STATION/	ALIGNMENT
DE11000	40.00	L	27+03.16	C/L Green Hill Cir
DE11005	40.00	L	27+87.96	C/L Green Hill Cir
DE11006	23.00	L	27+90.15	C/L Green Hill Cir
DE11007	23.00	L	27+38.73	C/L Green Hill Cir

ARC LENGTH = 23.93
CHORD BEAR = S 53°16'28.8" W
LNTH CHORD = 23.90
RADIUS = 131.00
DEGREE = 43°44'14.1"

DE11009	23.00	L	27+10.60	C/L Green Hill Cir
DE11000	40.00	L	27+03.16	C/L Green Hill Cir

REQD EASMT AREA = 1370.47 SF

PARCEL 10 REQ'D DRWY. EASM'T. DE1002

PNT	OFFSET/		STATION/	ALIGNMENT
DE11001	41.99	L	27+26.80	C/L Green Hill Cir
DE11002	47.88	L	27+26.14	C/L Green Hill Cir
DE11003	48.24	L	27+58.55	C/L Green Hill Cir
DE11004	41.18	L	27+58.54	C/L Green Hill Cir
DE11001	41.99	L	27+26.80	C/L Green Hill Cir

11

N/F
KAREN R. SCHAAP &
PAULA R. BAGWELL, TRUST
DB. 6935 PG. 751
PARCEL ID # 00116 004047

PARCEL 11 REQ'D R/W DE1100

PNT	OFFSET/ DIST		STATION/ BEARING	ALIGNMENT
DE11106	38.09	L	405+46.11	C/L Shallowford Rd

ARC LENGTH = 56.18
CHORD BEAR = S 56°30'54.6" E
LNTH CHORD = 56.17
RADIUS = 860.00
DEGREE = 6°39'44.3"

10221	14.50	L	29+65.15	C/L Green Hill Cir
			173.88	S 48°00'24.8" W
DE11108	14.40	L	27+91.26	C/L Green Hill Cir
			8.67	N 49°18'12.0" W
DE11006	23.00	L	27+90.15	C/L Green Hill Cir
			126.64	N 48°02'27.0" E
DE11107	23.00	L	29+16.79	C/L Green Hill Cir
			57.23	N 5°13'13.7" W
DE11106	38.09	L	405+46.11	C/L Shallowford Rd

REQD R/W = 2523.36 SF
REQD R/W = 0.058 ACRES
REMAINDER = +/- 0.30 ACRES

PARCEL 11 REQ'D TEMP. EASM'T. DE1101

PNT	OFFSET/		STATION/	ALIGNMENT
DE11100	30.00	L	28+50.00	C/L Green Hill Cir
DE11105	30.00	L	29+22.02	C/L Green Hill Cir
DE11107	23.00	L	29+16.79	C/L Green Hill Cir
DE11006	23.00	L	27+90.15	C/L Green Hill Cir
DE11005	40.00	L	27+87.96	C/L Green Hill Cir
DE11100	30.00	L	28+50.00	C/L Green Hill Cir

REQD EASMT AREA = 1211.68 SF

PARCEL 11 REQ'D DRWY. EASM'T. DE1102

PNT	OFFSET/		STATION/	ALIGNMENT
DE11101	30.00	L	28+52.79	C/L Green Hill Cir
DE11102	37.05	L	28+52.79	C/L Green Hill Cir
DE11103	37.05	L	28+81.07	C/L Green Hill Cir
DE11104	30.00	L	28+81.07	C/L Green Hill Cir
DE11101	30.00	L	28+52.79	C/L Green Hill Cir

DATE	REVISIONS	DATE	REVISIONS

CITY OF GAINESVILLE
PUBLIC WORKS DEPARTMENT
RIGHT OF WAY MAP
PROJECT NO: 0014291
COUNTY: HALL
LAND LOT NO:
LAND DISTRICT:
GMD
DATE SH 6 OF 7

DRAWING No. 60-0006

12

N/F
KAREN R. SCHAAP &
PAULA R. BAGNELL, TRUST
DB. 6935 PG. 751
PARCEL ID # 00116 005003A

PARCEL 12 REQ'D R/W DE1200

PNT	OFFSET/		STATION/ DIST	ALIGNMENT BEARING
DE11200	25.00	R	301+70.49	C/L Shallowford Drive
			15.62	N 46°25'20.4" W
DE11210	9.45	R	301+69.01	C/L Shallowford Drive
			65.26	N 48°34'39.2" E
DE11203	25.00	R	302+24.50	C/L Shallowford Drive

ARC LENGTH = 65.83
CHORD BEAR = S 34°45'15.1" W
LNTH CHORD = 65.15
RADIUS = 132.00
DEGREE = 43°24'21.2"

DE11201	25.00	R	301+71.14	C/L Shallowford Drive
			0.64	S 49°02'27.0" W
DE11200	25.00	R	301+70.49	C/L Shallowford Drive

REQD R/W = 690.80 SF
REQD R/W = 0.016 ACRES
REMAINDER = +/- 0.44 ACRES

PARCEL 12 REQ'D TEMP. EASM'T. DE1201

PNT	OFFSET/		STATION/	ALIGNMENT
DE11200	25.00	R	301+70.49	C/L Shallowford Drive
DE11201	25.00	R	301+71.14	C/L Shallowford Drive

ARC LENGTH = 65.83
CHORD BEAR = N 34°45'15.1" E
LNTH CHORD = 65.15
RADIUS = 132.00
DEGREE = 43°24'21.2"

DE11203	25.00	R	302+24.50	C/L Shallowford Drive
10029	27.00	R	26+72.48	C/L Green Hill Cir
DE11204	45.00	R	26+80.35	C/L Green Hill Cir
DE11209	40.00	R	301+71.71	C/L Shallowford Drive
DE11200	25.00	R	301+70.49	C/L Shallowford Drive

REQD EASMT AREA = 2480.30 SF

PARCEL 12 REQ'D DRWY. EASM'T. DE1202

PNT	OFFSET/		STATION/	ALIGNMENT
DE11205	42.37	R	302+01.93	C/L Shallowford Drive
DE11206	46.43	R	302+01.24	C/L Shallowford Drive
DE11207	46.69	R	301+77.83	C/L Shallowford Drive
DE11208	39.53	R	301+77.79	C/L Shallowford Drive
DE11205	42.37	R	302+01.93	C/L Shallowford Drive

13

N/F
MAYFORTH PROPERTY DEVELOPMENT, LLC
DB. 8112 PG. 785
PARCEL ID # 00116 005003

PARCEL 13 REQ'D R/W DE1300

PNT	OFFSET/		STATION/ DIST	ALIGNMENT BEARING
DE11300	25.00	R	25+76.32	C/L Green Hill Cir
			292.76	N 48°02'27.0" E
10036	10.50	R	29+60.92	C/L Green Hill Cir
			30.00	S 83°10'41.0" E
10043	33.07	R	29+80.69	C/L Green Hill Cir
			10.36	S 62°03'58.0" E
DE11309	36.62	L	404+35.05	C/L Shallowford Rd
			21.77	S 77°46'53.0" W
DE11308	32.00	R	29+65.35	C/L Green Hill Cir
			80.45	S 48°02'27.0" W
DE11307	32.00	R	28+84.90	C/L Green Hill Cir
			32.58	S 60°26'53.7" W
DE11306	25.00	R	28+53.09	C/L Green Hill Cir
			18.09	S 48°02'27.0" W
DE11305	25.00	R	28+35.00	C/L Green Hill Cir
			10.00	S 41°57'33.0" E
DE11304	35.00	R	28+35.00	C/L Green Hill Cir
			15.00	S 48°02'27.0" W
DE11303	35.00	R	28+20.00	C/L Green Hill Cir
			10.00	N 41°57'33.0" W
DE11302	25.00	R	28+20.00	C/L Green Hill Cir
			81.27	S 48°02'27.0" W
DE11301	25.00	R	27+38.73	C/L Green Hill Cir

ARC LENGTH = 72.54
CHORD BEAR = S 59°39'03.9" W
LNTH CHORD = 72.05
RADIUS = 179.00
DEGREE = 32°00'31.7"

DE11300	25.00	R	26+76.32	C/L Green Hill Cir

REQD R/W = 4985.97 SF
REQD R/W = 0.114 ACRES
REMAINDER = +/- 8.3 ACRES

PARCEL 13 REQ'D TEMP. EASM'T. DE1301

PNT	OFFSET/		STATION/	ALIGNMENT
DE11300	25.00	R	26+76.32	C/L Green Hill Cir

ARC LENGTH = 72.54
CHORD BEAR = N 59°39'03.9" E
LNTH CHORD = 72.05
RADIUS = 179.00
DEGREE = 32°00'31.7"

DE11301	25.00	R	27+38.73	C/L Green Hill Cir
DE11302	25.00	R	28+20.00	C/L Green Hill Cir
DE11303	35.00	R	28+20.00	C/L Green Hill Cir
DE11304	35.00	R	28+35.00	C/L Green Hill Cir
DE11305	25.00	R	28+35.00	C/L Green Hill Cir
DE11306	25.00	R	28+53.09	C/L Green Hill Cir
DE11307	32.00	R	28+84.90	C/L Green Hill Cir
DE11308	32.00	R	29+65.35	C/L Green Hill Cir
DE11309	36.62	L	404+35.05	C/L Shallowford Rd
DE11310	36.57	L	404+27.71	C/L Shallowford Rd
DE11311	45.00	R	28+80.00	C/L Green Hill Cir
DE11312	45.00	R	27+38.73	C/L Green Hill Cir
DE11204	45.00	R	26+80.35	C/L Green Hill Cir
10029	27.00	R	26+72.48	C/L Green Hill Cir
DE11300	25.00	R	26+76.32	C/L Green Hill Cir

REQD EASMT AREA = 5466.50 SF

DATE	REVISIONS	DATE	REVISIONS

CITY OF GAINESVILLE
PUBLIC WORKS DEPARTMENT

RIGHT OF WAY MAP

PROJECT NO: 0014291
COUNTY: HALL
LAND LOT NO:
LAND DISTRICT:
GMD
DATE SH 7 OF 7

DRAWING No. 60-0007

CITY OF GAINESVILLE

Mayor/Council Agenda Request

Item Created:	September 29, 2022
Date Submitted:	September 29, 2022
Final Approval Date:	September 29, 2022
Presenter:	Bryan Lackey, City Manager
Item of Business:	GR-2022-10 Authorization to Apply for and Accept a *Reconnecting Communities Pilot Program* Planning Grant
Meeting Date:	October 4, 2022

Purpose of Request:
Resolution to authorize submittal and acceptance of, if awarded, a *Reconnecting Communities Pilot (RCP) Program* planning grant application.

Facts & Issues / History & Background:
The *Reconnecting Communities Pilot Program* grant is through the U.S. Department of Transportation. Grants will be awarded on a competitive basis for projects that reconnect communities by removing, retrofitting, or mitigating highways or other transportation facilities that create barriers to community connectivity, including to mobility, access, or economic development. Preference will be given to applications serving economically disadvantaged communities, especially those that address equity and environmental justice, have strong community engagement and stewardship, and a commitment to shared prosperity and local workforce development.

This application will be for a planning grant intended to achieve a priority set forth in the "A Vision for the Athens Street and 129 South Corridors: 2022 Master Plan" regarding the need for a formal engineering study to assess and evaluate traffic, railroad crossing, and connectivity within the Athens Street/Hwy 129 South Corridors and to identify potential solutions to improving flow and connectivity.

Department Recommendation:
Approve the resolution.

Department Director:
Rusty Ligon

If funding is involved, are funds approved within the current budget? Yes

Amount Requested:
$80,000

Sources of Funds:
FY23 Capital Projects Budget for MLK, Jr. Blvd-EE Butler Pkwy Intersection Improvements

Finance Comments:

Administrative Comments:

Attachments:
1. GR-2022-10 Authorization to Apply for and Accept 2022 Reconnecting Communities Pilot Program Grant

RESOLUTION GR-2022-10

AUTHORIZATION TO APPLY FOR AND ACCEPT A RECONNECTING COMMUNITIES PILOT (RCP) PROGRAM PLANNING GRANT

WHEREAS, the U.S. Department of Transportation's "Reconnecting Communities Pilot (RCP) Program" funds are intended to support projects that reconnect communities by removing, retrofitting, or mitigating highways or other transportation facilities that create barriers to community connectivity, including to mobility, access or economic development; and

WHEREAS, grant awards are available on a competitive basis with preference for applications serving economically disadvantaged communities, especially those that address equity and environmental justice, have strong community engagement and stewardship, and a commitment to shared prosperity and local workforce development; and

WHEREAS, the "Athens Street and 129 South Corridors 2022 Master Plan" shares community members memories of a vibrant and thriving Athens Street that held a strong sense of community long before Hwy 129-South was constructed and before Interstate 985 bisected Athens Street; and

WHEREAS, the 2022 Athens Street Master Plan illustrates a stakeholder-driven vision to invest in Athens Street and to reconnect it both visually and physically, and outlines recommendations related to traffic, sidewalk connectivity and improved pedestrian safety in the Athens Street corridor and lists several activities under the "Implementation Plan" intended to realize the vision of a safe, connected community; and

WHEREAS, the City is committed to assisting with the implementation of the 2022 Athens Street Master Plan and wishes to apply for a *Reconnecting Communities Pilot (RCP)* planning grant in the amount of $400,000 to conduct a formal engineering study of the E.E. Butler Parkway/MLK Boulevard/Athens Street intersection with consideration of the active railroad crossing and its potential conflicts as well as the fractured sidewalk system and need for improved pedestrian safety; and

WHEREAS, a local match is not required but will increase the competitiveness of the application, and thus, the City intends to contribute $80,000 towards a local match from its FY23 Capital Projects Budget for the Martin Luther King, Jr. Boulevard-E.E. Butler Parkway Intersection Improvement.

NOW, THEREFORE, BE IT RESOLVED THAT the governing body for the City of Gainesville hereby authorizes submittal by the Community and Economic Development Department of an application for a *Reconnecting Communities Pilot Program* planning grant.

BE IT FURTHER RESOLVED THAT if awarded, the governing body authorizes the Mayor or City Manager to sign necessary documents to accept, execute and administer the grant.

Adopted this _____ day of _____, 2022.

RESOLUTION GR-2022-10

AUTHORIZATION TO APPLY FOR AND ACCEPT A RECONNECTING COMMUNITIES PILOT (RCP) PROGRAM PLANNING GRANT

_____

W. Samuel Couvillon, Mayor

This is to certify that I am City Clerk of the City of Gainesville. As such, I keep its official records, including its minutes. In that capacity, my signature below certifies this resolution was adopted as stated and will be recorded in the official minutes.

ATTEST:

_____

Denise O. Jordan, City Clerk

CITY OF GAINESVILLE

Mayor/Council Agenda Request

Item Created:	September 29, 2022
Date Submitted:	September 29, 2022
Final Approval Date:	September 29, 2022
Presenter:	Abb Hayes, City Attorney
Item of Business:	Request from **Arturo Maruri** to annex two tracts totaling 0.32± acre located on the east and west side of Ralston Street, south of Hazel Street (a/k/a **1511 and 1514 Ralston Street**) and to establish zoning as Residential-I (R-I). **Ward Number: Four**. Tax Parcel Number(s): 00-129-002-010 and 00-130-001-007. **Request: Sewer for two existing single-family homes**.
Meeting Date:	October 4, 2022

Purpose of Request:

To conduct a public hearing regarding the zoning request as presented at the September 13, 2022 Planning and Appeals Board Meeting.

Facts & Issues / History & Background:

The applicant is proposing to annex the subject properties with a zoning of Residential-I (R-I) for the purpose of utilizing city sewer for two existing single-family homes that have failing septic systems. The property located at 1511 Ralston Street is 0.15± acre in size and is currently zoned Residential-II (R-II) within the county. The property located at 1514 Ralston Street is 0.17± acre in size and is zoned Highway Business (H-B) within the county. No other changes are proposed at this time. The city limits are adjacent to each property to the north and the adjacent uses include single-family homes and an auto repair shop.

Department Recommendation:

Staff and PAB recommended approval. See the PAB Recommendation Report for details and excerpts from the meeting minutes.

SAMPLE MOTIONS:

Approval of Ordinance 2022-32:
I move to approve the ordinance to annex the subject property for sewer for two existing single-family homes as presented.

Approval of Ordinance 2022-33:
I move to approve the ordinance to establish zoning as Residential-I (R-I) as presented.

Denial of the Request:
I move to deny the request.

Department Director:

Rusty Ligon

If funding is involved, are funds approved within the current budget? No

Amount Requested: **Sources of Funds:**

Finance Comments:

Administrative Comments:

Attachments:

1. Combined Legal Ad
2. PAB Recommendation Report
3. Proposed Annexation Ordinance 2022-32
4. Proposed Zoning Ordinance 2022-33
5. Location Maps
6. Narrative
7. Pictures

Development, LLC and the proceeds of the sale will be applied to the payment of said indebtedness, the expense of said sale, as provided in said deed, and the undersigned will execute a deed to the purchaser as provided in the aforementioned Security Deed, Yieldi, LLC as attorney in fact for ES Property Development, LLC by virtue of that Security Deed found at Deed Book 8445 Page 50, Hall County Records.
THIS LAW FIRM IS ACTING AS A DEBT COLLECTOR AND IS ATTEMPTING TO COLLECT A DEBT. ANY INFORMATION OBTAINED WILL BE USED FOR THAT PURPOSE.
For information concerning this sale contact:
John Ayoub
Ayoub, Mansour & Bryant, LLC
675 Seminole Avenue, Suite 301
Atlanta, Georgia 30307
Telephone: 404.892.2599
Facsimile: 404.806.7414
110495 8/3,10,17,24

Local Government

Please take notice that the City of Rest Haven's regularly scheduled Council meeting for the month of September will take place on Wednesday, September 7, 2022 at 7:30 p.m. at 922 Gainesville Highway, Suite 103, Buford, Georgia 30518.
110778 8/17, 24, 31

The City of Buford Planning and Zoning Board will meet on Tuesday, September 13, 2022 at 7:00 p.m. at Buford City Hall, 2300 Buford Highway, Buford, Georgia 30518 and the Buford City Commission will meet on Monday, October 3, 2022 at 7:00 p.m. at Buford City Arena, 2795 Sawnee Avenue, Buford, Georgia 30518 to consider a special use permit at 4624 Friendship Road, out of parcel 08-156-002191, containing 2.450 acres for Mike Vahle. The special use permit requested is to allow a 3-story self-storage facility.
111016
8/24, 31, 9/7, 14, 21, 28

The City of Buford Planning and Zoning Board will meet on Tuesday, September 13, 2022 at 7:00 p.m. at Buford City Hall, 2300 Buford Highway, Buford, Georgia 30518 and the Buford City Commission will meet on Monday, October 3, 2022 at 7:00 p.m. at Buford City Arena, 2795 Sawnee Avenue, Buford, Georgia 30518 to consider a special use permit at 6702 McEver Road for Buford Lanier Storage, LLC. The special use permit requested is to allow a self-storage facility with boat and RV parking/storage with a buffer reduction.
111026
8/24, 31, 9/7, 14, 21, 28

The City of Buford Planning and Zoning Board will meet on Tuesday, September 13, 2022 at 7:00 p.m. at Buford City Hall, 2300 Buford Highway, Buford, Georgia 30528 and the Buford City Commission will meet on Monday, October 3, 2022 at 7:00 p.m. at Buford City Arena, 2795 Sawnee Avenue, Buford, Georgia 30518 to consider a special use permit at 4996 Lanier Islands Parkway for CHA Consulting, Inc./Hunter Hyde. The special use permit requested is to allow a drive thru for a proposed quick serve restaurant.
111201
8/24, 31, 9/7, 14, 21, 28

Miscellaneous

ABANDONED MOTOR VEHICLE ADVERTISEMENT NOTICE
(REPAIR FACILITY)
Vehicle Make: FORD
Year: 2008
Model: PICKUP F350 DUPER DUTY
Vehicle ID #: 1FTWW31R68EB53701
Vehicle License #:RVG1685 State GA
Person who left vehicle at facility: TYLER BAGWELL
Any information relating to owner: TYLER SCOTT BAGWELL OR KYLA RENEE FELTMANN
You are hereby notified, in accordance with OCGA 40-11-19 (b)(2), that the above-referenced vehicle is subject to a lien and a petition may be filed in court to foreclose a lien for all amounts owed. If the lien is foreclosed, a court shall order the sale of the vehicle to satisfy the debt.
The vehicle is currently located at Diesel Tech Services Inc. Anyone with an ownership interest in this vehicle should contact the following business immediately:
Business Name: Diesel Tech Services Inc.
Address: 2322 Brownsbridge Rd. Gainesville Ga 30504
Telephone #:7705304460
Name: Diesel Tech Service Inc.
Billing address : 2322 Browns Bridge Rd, Gainesville, GA 30504
Phone number: 7705367766
Email you would like associated with the account: dieseltech79@gmail.com
111129 8/17, 24

ABANDONED MOTOR VEHICLE PETITION ADVERTISEMENT
You are hereby notified, in accordance with O.C.G.A. Section 40-11-19.1, that petitions were filed in the Magistrate Court of HALL County to foreclose liens against the vehicles listed below for all amounts owed. If a lien is foreclosed, the Court shall order the sale of the vehicle to satisfy the debt. The present location of the vehicles is: Statewide Wrecker Service, Inc. 2315 Murphy Blvd, Gainesville, GA 30504
Anyone with an ownership interest in a vehicle listed herein may file an answer to the petition on or before: 09/12/2022
Answer forms may be found in the Magistrate Court Clerk's office.
Forms may also be obtained online at www.georgiamagistratecouncil.com.
2013 Nissan Altima, 1N4AL3AP0 DC121890, TEW0940 (Georgia), MV-2022-193771P
2006 Toyota Sienna, 5TDZA23C4 6S487358, RMY5699 (Georgia), MV-2022-193774P
1999 Ford Taurus, 1FAFP53S7 XA300967, RWX0338 (Georgia), MV-2022-193776P
MAG 40-10
111164 8/24, 31, 9/7

ABANDONED MOTOR VEHICLE Petition and Advertisment YOU ARE HEREBY NOTIFIED IN ACCORDANCE WITH O.C.G.A. SECTION 40-11-19,1 That petition was filed in Hall COUNTY MAGISTRATE COURT TO FORECLOSE A LIEN AGAINST THE VEHICLES LISTED BELOW FOR ALL AMOUNTS OWED. IF A LIEN IS FORECLOSED THE COURT SHALL ORDER THE SALE OF THE VEHICLE TO SATISFY THE DEBT. The present location of the vehicles is
2308 Browns Bridge Road Gainesville GA 30504
VIN
JHLRD2849WC002547
1998 Honda CRV
Location 4748 Atlanta Hwy Flowery Branch GA 30542
VIN
WBAKB8C58BCY66911
2011 BMW 750Li
110814 8/17,24

IN THE SUPERIOR COURT OF HALL COUNTY
STATE OF GEORGIA
Rigoberto Mojica,
Petitioner
v.
All that tract or parcel of land, together with all improvements thereon, lying and being in the Gainesville District of Hall County, Georgia, and being a portion of Lot 13 of the W.H. Cronic Subdivision, and said portion is shown by a plat made by S.C. Moon, Georgia Registered Surveyor on April 1953, a copy of said Plat being recorded in Plat Book 11, Page 143 of the Hall County, Georgia Plat records, said plat and the description therein being incorporated herein by this reference. Said property being further described and depicted on a plat of survey for Rigoberto Mojica, prepared by Gregg W. Bagwell, Georgia Registered Land Surveyor, dated August 9, 2021, and being known as Hall County Tax Map and Parcel Number 00133 005006A, further known as Part of Lot 13, Peachtree Place, Gainesville, GA 30501 according to the present system of numbering properties in Hall County, Georgia,
Defendant, in rem
Civil Action File No: 2022CV867C
NOTICE OF SERVICE BY PUBLICATION
To: J.L. Freeland, as Trustee of Charity Homes Trust, or Current Acting Trustee;
Unknown parties claiming an interest in the subject property of this action, being described as follows:
All that tract or parcel of land, together with all improvements thereon, lying and being in the Gainesville District of Hall County, Georgia, and being a portion of Lot 13 of the W.H. Cronic Subdivision, and said portion is shown by a plat made by S.C. Moon, Georgia Registered Surveyor on April 1953, a copy of said Plat being recorded in Plat Book 11, Page 143 of the Hall County, Georgia Plat records, said plat and the description therein being incorporated herein by this reference. Said property being further described and depicted on a plat of survey for Rigoberto Mojica, prepared by Gregg W. Bagwell, Georgia Registered Land Surveyor, dated August 9, 2021, and being known as Hall County Tax Map and Parcel Number 00133 005006A, further known as Part of Lot 13, Peachtree Place, Gainesville, GA 30501 according to the present system of numbering properties in Hall County, Georgia.
The above-styled action to quiet title to the above-described property was filed in the Superior Court of Hall County, Georgia, on May 11, 2022. By Order dated August 12, 2022, the Court has ordered that service of process upon you be had by publication, as provided by law. You are hereby commanded to be and appear at said court within 30 days of the date of the order for service by publication to answer said petition and file pleadings before the court.
Witness, Jason J. Deal, Superior Court of Hall County.
This 16th day of August, 2022. s/
Charles Baker Clerk of Superior Court
Hall County, Georgia
111225 8/24,31,9/7,14

Name Changes

IN THE SUPERIOR COURT OF HALL COUNTY
STATE OF GEORGIA
IN re the Name Change of: LENORA RENEE HAGERMAN Petitioner.
Civil Action Case Number:2 022CV1397A
NOTICE OF PETITION TO CHANGE NAME OF ADULT LENORA RENEE HAGERMAN filed a petition in the Hall County Superior Court on 8TH of AUGUST of 2022 to change the name from LENORA RENEE HAGERMAN to LENORA HAGERMAN NIX within 30 days after the Petition was filed.
Dated: 8/8/22
LENORA RENEE HAGERMAN
Petitioner, Pro Se
3840 CARTER ROAD
BUFORD, GEORGIA 30518
PHONE: 304-663-4077
EMAIL: walkingdiva1@gmail.com
110933 8/17,24,31,9/7

IN THE SUPERIOR COURT OF HALL COUNTY STATE OF GEORGIA
In re the Name Change of:
Jeremiah Michael Worthington, Petitioner
CIVIL ACTION NO. 2022CV1486J
NOTICE OF PETITION TO CHANGE NAME OF ADULT
Jeremiah Michael Worthington filed a petition to the Superior Court of Hall County on 8-18-2022 to change his name from: Jeremiah Michael Worthington to Jeremiah Michael MacKenzie. Any interested party has the right to appear in this case and file objections within 30 days after the Petition was filed.
DATED: 8-18-2022
Jeremiah Michael Worthington
Petitioner, Pro se
Name: Jeremiah Michael Worthington
Address: 3424 High Shoals, Buford, GA 30519
Email: JMM42022@gmail.com
Phone:678-458-1484
111391 8/24,31,9/7,14

IN THE SUPERIOR COURT OF HALL COUNTY
STATE OF GEORGIA
In re the Name Change of:
Ivey Michelle Shadburn, Petitioner.
Civil Action Case Number 2022CV1404A
NOTICE OF PETITION TO CHANGE NAME OF ADULT
Ivey Michelle Shadburn filed a petition in the Superior Court of Hall County on August 9th, 2022, to change the name from:
Ivey Michelle Shadburn to
Ivey-Belle Michelle Shadburn. Any interested party has the right to appear in this case and file objections within 30 days after the Petition was filed.
Dated: August 9th, 2022
Ivey Michelle Shadburn
Petitioner, Pro se
Name: Ivey Michelle Shadburn
Address: 5474 Morgan Manor Ct Lula, Ga 30554
Email: ibmshad32@gmail.com
Phone (day): (678) 630-5732
110994 8/17, 24, 31, 9/7

SUPERIOR CO URT OF HALL CO UNTY
STATE OF GEO RGIA
In re the Name Change of:
Cristeen Teasley
Petitioner
Civil Action Case Number: 2022CV1323A
NOTICE OF PETITION TO CHANGE NAME OF ADULT
Cristeen Teasley. file a petition in the Superior Court of Hall County on_28th day of July ,2022 to change the name from
Cristeen Teasley to Betty Christine Martin.
Any interested party has the right to appear in this case and file objections within 30 days after the Petition was filed.
Cristeen Teasley
Petitioner, Pro se {Signature)
Name: Cristeen Teasley
Address: 2570 West Dennis Drive Gainesville, Georgia 30507
Email: brawnerlela@bellsouth.net
Phone (day): 770-532-4450
110703 8/10, 17, 24, 31

SUPERIOR COURT OF HALL COUNTY
STATE OF GEORGIA
In re the Name Change of: Joyce Elizabeth Fraser Coker, Petitioner.
Civil Action Case Number: 2022CV1349B
NOTICE O PETITION TO CHANGE NAME OF ADULT
Joyce Elizabeth Fraser Coker filed a petition in the Superior Court of Hall County on August 2nd, 2022, to change name from Joyce Elizabeth Fraser Coker to Joyce Elizabeth Fraser. Any interested party has the right to appear in this case and file objections within 30 days after the Petition was filed.
Dated August 2nd, 2022.
Joyce F. Coker
Petitioner, Pro se
Name: Joyce Fraser Coker
Address: 3850 Popular Springs Rd Gainesville, Ga 30507
Email: joycecoker4@gmail.com
Phone (day): 678-343-3757
11830 8/10, 17, 24, 31

Public Hearings

NOTICE is hereby given that the Hall County Board of Commissioners shall conduct a public hearing at the Hall County Government Center, 2nd Floor Meeting Room, 2875 Browns Bridge Road, Gainesville, Georgia, at 6:00 p.m. on Thursday, September 8, 2022 to consider the following:

1. Application of FIDES Development to amend conditions of a Planned Residential Development (PRD) on a 16.28 acre tract located at the terminus of North Waterworks Road, Seymour Circle, and Seymour Drive; a.k.a. 3450 North Waterworks Road; Zoned PRD; Tax Parcel 08167 005002. Proposed Use: mixed use residential development. Commission District 1.

NOTE: In accordance with Georgia law, anyone who
(a) wishes to express opposition to the proposed rezoning and
(b) has made, within two years immediately preceding the filing of the proposed rezoning, campaign contributions aggregating $250 or more to a member of the County Commission shall file a disclosure of contributions with the Planning Department at least five (5) days prior to the first hearing of the proposed rezoning by the County Commission. (OCGA § 36-67A-3[C]).
111330 8/24

NOTICE OF PLANNING AND APPEALS BOARD PUBLIC HEARING
Notice is hereby given that the Gainesville Planning and Appeals Board will conduct a public hearing on Tuesday, September 13, 2022 at 5:30 p.m. in the Gainesville Justice Center (Municipal Courtroom at the Public Safety Complex), 701 Queen City Parkway in Gainesville on the following requests:
1) Request from Greg Loyd to vary the front yard setback requirement on a 0.12± acre tract located on the south side of Banks Street, between Main Street and Maple Street (a/k/a 658 Main Street, SW), having a zoning of Light Industrial (L-I).
Ward Number: Three
Tax Parcel Number(s): 01-015-002-009A
Request: Collector vehicle storage and loft dwellings
2) Request from Arturo Maruri to annexing two tracts totaling 0.32± acre located on the east and west side of Ralston Street, south of Hazel Street (a/k/a 1511 and 1514 Ralston Street) and to establish zoning as Residential-I (R-I).
Ward Number: Four
Tax Parcel Number(s): 00-129-002-010 and 00-130-001-007
Request: Sewer for two existing single-family homes
NOTICE OF PUBLIC HEARING ON PROPOSED AMENDMENTS TO THE GAINESVILLE ZONING MAP
Notice is hereby given that the Gainesville City Council will conduct a public hearing on Tuesday, October 4, 2022 at 5:30 p.m. in the Gainesville Justice Center (Municipal Courtroom at the Public Safety Complex), 701 Queen City Parkway in Gainesville on the following requests:
1) Request from Arturo Maruri to annexing two tracts totaling 0.32± acre located on the east and west side of Ralston Street, south of Hazel Street (a/k/a 1511 and 1514 Ralston Street) and to establish zoning as Residential-I (R-I).
Ward Number: Four
Tax Parcel Number(s): 00-129-002-010 and 00-130-001-007
Request: Sewer for two existing single-family homes
Additional information is available from the Community and Economic Development Department, Planning Division, by calling 770-531-6570.
NOTE: In accordance with Georgia law, anyone who wishes to express opposition to the proposed zoning action, and has made, within two years immediately preceding the filing of the proposed zoning action, campaign contributions aggregating $250 or more to a local government official who will consider the application, shall file a disclosure of contribution(s) with the Planning Division at least five (5) days prior to the first reading of the proposed zoning action by the City Council. (OCGA § 36-67A-3 3 {c})
111296 8/24

NOTICE OF PUBLIC HEARING
UPON APPLICATION FOR ANNEXATION AND REZONING
Pursuant to O.C.G.A. § 36-36-1 et seq. and O.C.G.A. § 36-36-20 et seq., notice is hereby given that the City of Buford, a Georgia Municipal Corporation, will hold a public hearing to evaluate the applications of certain landowners, more fully set forth on Exhibit "A", to annex and zone property to the corporate limits of the City of Buford as provided in O.C.G.A. § 36-36-20 which is contiguous to the existing limits. The property proposed for annexation and rezoning is contiguous to the present corporate limits of the City of Buford and is more particularly described in Exhibit "A" attached hereto.

The City of Buford Planning Commission will hold a public hearing and make recommendation on such application for annexation and rezoning on Tuesday, August 9 , 2022, at 7:00 pm, Buford City Hall, 2300 Buford Highway, Buford, Gwinnett County, Georgia 30518.
The Buford City Commission will hold a public hearing to discuss and pass upon the proposed applications for annexation and rezoning on Tuesday, September 6, 2022 at 7:00 p.m., Buford City Arena, 2795 Sawnee Avenue, Buford, Gwinnett County, Georgia 30518. Please note that this is a change in location from the regular monthly City Commission meeting.
This 12th day of July, 2022.
CHANDLER, BRITT & JAY, LLC
City Attorneys
EXHIBIT "A"
OWNER: NGO PHAN PROPERTIES, LLC
CURRENTLY ZONED: AR-III
PROPOSED ZONING: RA-200
ADDRESS: 3605 CARTER RD
ALL THAT LOT, TRACT OR PARCEL OF LAND, WITH ALL IMPROVEMENTS THEREON, LYING AND BEING IN LAND LOT 158 OF THE 8TH LAND DISTRICT, HALL COUNTY, GEORGIA, LOCATED ON THE SOUTHEASTERLY SIDE OF CARTER ROAD, AND BEING MORE FULLY DESCRIBED BY A PLAT PREPARED BY HENRY BAILEY, GEORGIA REGISTERED LAND SURVEYOR, AND BEING ENTITLED "JAMES YOUNGBLOOD AND VIVIAN YOUNGBLOOD", DATED MARCH 1, 1988, AND AS PER SAID PLAT, THE PROPERTY CONTAINS 1.00 ACRES, MORE OR LESS, THE SUBJECT PLAT BEING RECORDED IN PLAT BOOK 128, PAGE 102 OF THE HALL COUNTY, GEORGIA PLAT RECORDS, SAID PLAT AND THE RECORD THEREOF ARE INCORPORATED HEREIN BY REFERENCE FOR A MORE COMPLETE DESCRIPTION AND ALL OTHER LEGAL PURPOSES.
EXHIBIT "A"
OWNER: SWEATT PROPERTIES, LLC
CURRENTLY ZONED: AR-III
PROPOSED ZONING: M-1
ADDRESS: 3754 EAST JONES DR
ALL THAT TRACT OR PARCEL OF LAND IN LAND LOT 156 IN THE 8TH LAND DISTRICT OF HALL COUNTY, GEORGIA AS FOLLOWS: BEGINNING AT AN IRON PIN ON AN UNNAMED DIRT ROAD ABOUT 150' FROM FRIENDSHIP ROAD, SAID PIN BEING CORNER BETWEEN TIDS PROPERTY AND PROPERTY OF JOHN A BOWMAN; THENCE NORTH 100' ALONG DIRT ROAD TO IRON PIN CORNER; THENCE S 77 DEGREES 30 MINUTES W 205.3' TO IRON PIN CORNER; THENCE S 14 DEGREES 30 MINUTES E 148.2'; THENCE N 58 DEGREES 42 MINUTES E 179.5' TO BEGINNING IRON PIN CORNER.
109992 7/20,27, 8/3,10,17,24,31

PUBLIC NOTICE
The Braselton Zoning Board of Appeals will hold a Public Hearing on Wednesday, September 14, 2022, at 6:30 pm on the following items:
22-05-VAR
Application for a variance from Alan Couch on property owned by him identified as 2850 Muskogee Lane. The property is approximately .285 acres. The property is zoned PUD (Planned Unit Development). The applicable Development Code section for which the applicant and owner is seeking relief is 8.3.1 (Minimum Yard Requirements). The applicant requests a minimum rear yard reduction from 10' to 6'. The intent of the applicant is to construct a garage addition.

22-06-VAR
Application for a variance from Jason Burchfield on property owned by him identified as 2780 Shumard Oak Drive. The property is approximately .73 acres. The property is zoned PUD (Planned Unit Development). The applicable Development Code section for which the variance is being sought is section 9.1.0 (Requirements for Accessory Buildings, Fences, and Ancillary Uses) Paragraph A. of the Braselton Development Code. The applicant requests relief from the requirement that pools, and pool decking be no closer to the side property line than the residential structure itself.

COPIES OF THE APPLICATION MAY BE VIEWED OR DOWNLOADED AT: https://www.braselton.net/government/town_officials/zoning_board_of_appeals.php
FOR MORE INFORMATION CONTACT KEVIN KELLER AT: kdkeller@braselton.net
ALL BRASELTON ZONING BOARD OF APPEALS PUBLIC HEARINGS ARE HELD AT THE FOLLOWING LOCATION:
BRASELTON POLICE AND MUNICIPAL COURT BUILDING
5040 S.R. 53
BRASELTON, GA 30517
111218 8/24

Public Sales/Auctions

Byrds Mini Storage Online Auction with Lockerfox.com for September 6- 13th 2022.
Alto - Tribble Gap Road
41. Kathryn Lambert
104. Daniel Adamson
118 Daniel Adamson
130. Tabitha Kimbrell
512. Susan Church
111294 8/24, 31

Notice of Self Storage Sale
Please take notice Midgard Self Storage - Gainesville GA at 1405 NW McEver Rd Gainesville GA, 30504 intends to hold a public sale to sell the property stored in the following units stored at the Facility. The public sale to the highest bidder will occur at an online auction via www.storageauctions.com on 9/7/2022 at 1:00pm. Unless stated otherwise the description of the contents are household goods and furnishings. Steven D Howell unit #1013; Kyle Weatherly unit #2015; Nycholas T Irving unit #2018; Luis J Garcia Reyes Sr unit #2049; Mark E Wease units #A115 & #A116; Michael S Delatorre unit #A120; Keisha L Norman unit #A243; Edgar M Yebra unit #B205; Andree D Villacorta Padilla unit #D140; Jalissa Franklin unit #F136; German J Melendez Gonzalez unit #F142; Janice loussal unit #G116. All property is being stored at the above self-storage facility. This sale may be withdrawn at any time without notice. Certain terms and conditions apply. See manager for details.
110996 8/17, 24

Pursuant to the Georgia Self-Service Storage Facility Act, notice is hereby given that SS Flowery Branch, LLC d/b/a Simply Self Storage at 6121 Spout Springs Road, Flowery Branch GA 30542 will sell at public auction the personal property in the below-listed occupants' leased unit(s) to satisfy the owner's lien. The personal property stored therein by the following occupants may include but is not limited to general household, office and personal items, furniture, boxes, clothes, and appliances. The unit(s) will be sold at public auction through online auction

GAINESVILLE PLANNING and APPEALS BOARD
RECOMMENDATION

Applicant and Property Owner .....Arturo Maruri

Location .....1511 and 1514 Ralston Street

Request.....Annex, with R-I zoning

Total Acres .....0.32± acre total
0.15± acre- 1511 Ralston Street
0.17± acre- 1514 Ralston Street

Ward.....Four

Proposed Use.....Sewer for two existing single-family homes

Planning Division Staff Recommendation.....**Approval**

Planning & Appeals Board Recommendation.....**Approval**

Date .....September 13, 2022

- **Applicant's Proposal and Background Information**

The applicant is proposing to annex the subject properties with a zoning of Residential-I (R-I) for the purpose of utilizing city sewer for two existing single-family homes. The property located at 1511 Ralston Street is 0.15± acre in size, is zoned Residential-II (R-II) within the County and contains a new rental home built in 2021. The property located at 1514 Ralston Street is 0.17± acre in size, is zoned Highway Business (H-B) within the County and contains a rental home originally constructed in 1940. Both properties are part of a larger unincorporated island. No other changes are proposed at this time.

- **Adjacent Land Use and Zoning**

Location	Use	Zoning
North	Single-family home; Auto repair shop	Residential-II (R-I) and General Business (G-B) -City
South	Single-family home and duplex	Residential-II (R-II) and Highway Business (H-B) -County
East	Single-family homes	Residential-II (R-II) -County
West	Auto repair shop, Car audio store, Meeks Grocery	General Business (G-B) -City Highway Business (H-B) -County

- **Zoning History**

The following zoning actions have taken place in the immediate area during the last ten years:

2018 – A request by David Gijon to annex a 0.12± acre tract located at 1509 Ralston Street with Residential-I (R-I) zoning for sewer for a new single-family home was approved.

2015 – A request by Armando Castaneda to annex a 0.20± acre tract located at 1321 Hazel Street with Residential-II (R-II) zoning for sewer for an existing single-family home was approved.

2014 – A request by Swann Drive Villas, LLC to annex a 1.63± acres tract located at 1297 Swann Drive with Residential-II (R-II) zoning and to rezone a 1.78± acres tract located at 620 Pearl Nix Parkway from Light Industrial (L-I) to Residential-II (R-II) for multi-family apartments was approved with conditions.

2014 – A request by Ben F. Castleberry to annex a 0.19± acre tract located at 1322 Hazel Street for sewer was approved with Residential-II (R-II) zoning.

2013 – A request by the City of Gainesville to annex 115 unincorporated island parcels and right-of-way totaling 197.07± acres in size was approved with conditions.

2012 – A request by Noe Bran to annex a 0.86± acre tract located at 1 Hall Street for a church was approved with conditional Light Industrial (L-I) zoning.

Analysis

(1) Is the proposed use suitable in view of the zoning and development of adjacent and nearby property?

The subject properties consist two single-family rental homes. Most of the properties located south and east of the subject properties contain older rental homes within unincorporated Hall County zoned R-II or H-B. However, commercial uses are located to the north and west along the Atlanta Highway commercial corridor with a zoning of G-B in the City.

(2) Will the proposed use adversely affect the existing use or usability of adjacent or nearby property?

The existing single-family rental homes should not affect the existing use or usability of the adjacent or nearby property. Reinvestment within the aging neighborhood will help improve the property and surrounding residential area which is located one block east of the Atlanta Highway corridor. Within the last 10 years, other single-family properties located north of the subject tracts have annexed for sewer services.

(3) Is the proposed use compatible with the purpose and intent of the Comprehensive Plan?

The proposal is consistent with the Comprehensive Plan. The Future Development Map for the City of Gainesville places the subject property within the General *Mixed-Use and Multi-family Residential* land use categories which allow for detached residential uses.

As well, the Character Area map for the City of Gainesville places the subject property within the *West Side* character area. Land uses allowed in the West Side include higher density residential, mixed-use, commercial, light industrial, public and institutional and parks and recreation. The quality of the older housing inventory needs to be stabilized and improved to provide housing affordability.

(4) Are there substantial reasons why the property cannot or should not be used as currently zoned?

The applicant is proposing to annex the subject properties with a zoning of Residential-I (R-I) for the same use. The subject properties are currently zoned R-II and H-B in the County. The subject properties are smaller than the R-I minimum lot size standards of 20,000 square feet. The proposal appears to be reasonable given the fact that the properties are part of an unincorporated island and are needing sewer service due to their small size.

(5) Will the proposed use cause an excessive or burdensome use of public facilities or services, including but not limited to streets, schools, water or sewer utilities, and police or fire protection?

The change from County jurisdiction to City jurisdiction should not substantially affect public facilities or services at this time. The existing residential uses should have no additional impact on existing roads over and above what currently exists from surrounding residential properties. Water and sewer capacity are sufficient to serve the property. The Gainesville Fire and Police Departments currently respond to adjacent and nearby properties and the nearest City of Gainesville Fire Station #1 is approximately 1.2 miles from the subject property. Given the scale of the request, minimal impacts to the City school system are anticipated as school bus service is currently provided within the immediate area.

(6) Is the proposed use supported by new or changing conditions not anticipated by the Comprehensive Plan or reflected in the existing zoning on the property or surrounding properties?

The surrounding area contains various residential and commercial properties both within the City and County. There are substantial opportunities for new infill development due to the number of older, distressed residential and commercial properties. It is staff's opinion that the existing residential uses appear to be consistent with existing and expected uses for the area.

(7) Does the proposed use reflect a reasonable balance between the promotion of the public health, safety, morality, or general welfare and the right to unrestricted use of property?

Based on the proximity to other residential properties, the proposal appears to promote a reasonable balance between the promotion of the public health, safety, morality, or general welfare, and the right to unrestricted use of property.

Recommendation

The Planning Division staff is recommending **approval** of this annexation request with **Residential-I (R-I)** zoning, based on the Comprehensive Land Use Plan and the adjacent residential land use.

Excerpts from the September 13, 2022 PAB Meeting Minutes

FAVOR: None

OPPOSE: None

There was a motion to recommend approval of the annexation request for sewer for two existing single-family homes and establish zoning as Residential-I (R-I).

Motion made by Board Member Martin
Motion seconded by Board Member White
Vote – 6 favor, 1 absent (Delgado)

Passed: _____

AN ORDINANCE

No. 2022-32

AN ORDINANCE ANNEXING TWO TRACTS TOTALING 0.32± ACRE LOCATED ON THE EAST AND WEST SIDE OF RALSTON STREET, SOUTH OF HAZEL STREET (A/K/A 1511 AND 1514 RALSTON STREET) ADJACENT TO BUT NOT NOW WITHIN THE CORPORATE LIMITS OF THE CITY OF GAINESVILLE; TO REPEAL CONFLICTING ORDINANCES; TO PROVIDE FOR SEVERABILITY; TO PROVIDE FOR AN EFFECTIVE DATE; AND FOR OTHER PURPOSES.

BE IT HEREBY ORDAINED BY THE GOVERNING BODY OF THE CITY OF GAINESVILLE, GEORGIA, AS FOLLOWS:

SECTION I

That from and after the passage of this Ordinance the following described lands are and shall be annexed into the existing corporate limits of the City of Gainesville, Georgia, so that said lands shall constitute a part of the land within the corporate limits of the City of Gainesville, Georgia, as fully and completely as if the limits had been so defined by the General Assembly of Georgia.

Legal Description

All that tract or parcel of land lying and being in the City of Gainesville, Hall County, Georgia, and being all of Lot 27 of the Mrs. Emma Rider Subdivision, as more particularly described Plat Book 6, Page 63, Hall County, Georgia Plat Records, being more particularly described as follows being 1511 Ralston Street:

BEGINNING at corner pin located on the east side of the right-of-way of Ralston Street at an iron pin found at the common property line of property owned by Nelson A. Rivas and Maruri Arturo, thence running along the east side of the right-of-way of Ralston Street 50.00 feet in a Southwesterly direction, thence 155.00 feet Northeasterly direction, thence 50.00 feet in a Northwesterly direction, thence 125.00 feet in a Southeasterly direction to the beginning corner on Ralston Street, Said property contains 0.15 acres more or less.

All that tract or parcel of land lying and being in the City of Gainesville, Hall County, Georgia, GMD 411, and being Lot E of the Roy Meeks Subdivision, as shown on a plat of survey recorded in Plat Book 4, Page 118, being more particularly described as follows being 1514 Ralston Street:

BEGINNING at corner pin located on the west side of the right-of-way of Ralston Street at an iron pin found at the common property line of property owned by Elsene J. Whelchel and Maruri Arturo, thence running along the west side of the right-of-way of Ralston Street 60.00 feet in a Southwesterly direction, thence 130.00 feet Northwesterly direction, thence 60.00 feet in a

Northeasterly direction, thence 130.00 feet in a Southeasterly direction to the beginning corner on Ralston Street, said property contains 0.17 acres more or less.

The annexation is to include all that portion of the right-of-way known as Ralston Street located between the subject property and the existing city limits as shown on the location map.

SECTION II

The Community and Economic Development Department of the City of Gainesville is directed to make and file with the Department of Community Affairs of the State of Georgia a certified copy of this Ordinance together with a plat describing lands annexed to the City of Gainesville by this Ordinance.

SECTION III

All Ordinances and parts of Ordinances in conflict herewith are hereby repealed.

SECTION IV

If any portion of this Ordinance shall be held to be invalid or unconstitutional, such invalidity or unconstitutionality shall not affect or impair the remaining portions unless it clearly appears that such other parts are wholly and necessarily dependent upon the part held to be invalid or unconstitutional.

SECTION V

The effective date of this Ordinance shall be the first day of the month following approval by the governing body of the City of Gainesville, Georgia.

_____

W. Samuel Couvillon, Mayor

This is to certify that I am City Clerk of the City of Gainesville. As such, I keep its official records, including its minutes. In that capacity, my signature below certifies this Ordinance was adopted as stated and will be recorded in the official minutes.

ATTEST:

_____

Denise O. Jordan, City Clerk

Passed: _____

AN ORDINANCE

No. 2022-33

AN ORDINANCE AMENDING THE ZONING MAP OF THE CITY OF GAINESVILLE, GEORGIA BY ESTABLISHING THE ZONING ON TWO TRACTS TOTALING 0.32± ACRE LOCATED ON THE EAST AND WEST SIDE OF RALSTON STREET, SOUTH OF HAZEL STREET (A/K/A 1511 AND 1514 RALSTON STREET) AT THE TIME OF ANNEXATION AS RESIDENTIAL-I (R-I); TO REPEAL CONFLICTING ORDINANCES; TO PROVIDE FOR SEVERABILITY; TO PROVIDE FOR AN EFFECTIVE DATE; AND FOR OTHER PURPOSES.

BE IT HEREBY ORDAINED BY THE GOVERNING BODY OF THE CITY OF GAINESVILLE, GEORGIA, AS FOLLOWS:

SECTION I

That from and after the passage of this Ordinance the following described lands shall be zoned and so designated on the Zoning Map of the City of Gainesville as **Residential-I (R-I)**.

Legal Description

All that tract or parcel of land lying and being in the City of Gainesville, Hall County, Georgia, and being all of Lot 27 of the Mrs. Emma Rider Subdivision, as more particularly described Plat Book 6, Page 63, Hall County, Georgia Plat Records, being more particularly described as follows being 1511 Ralston Street:

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The annexation is to include all that portion of the right-of-way known as Ralston Street located between the subject property and the existing city limits as shown on the location map.

SECTION II

All Ordinances and parts of Ordinances in conflict herewith are hereby repealed.

SECTION III

If any portion of this Ordinance shall be held to be invalid or unconstitutional, such invalidity or unconstitutionality shall not affect or impair the remaining portions unless it clearly appears that such other parts are wholly and necessarily dependent upon the part held to be invalid or unconstitutional.

SECTION IV

The effective date of this Ordinance shall be the first day of the month following approval by the governing body of the City of Gainesville, Georgia.

_____

W. Samuel Couvillon, Mayor

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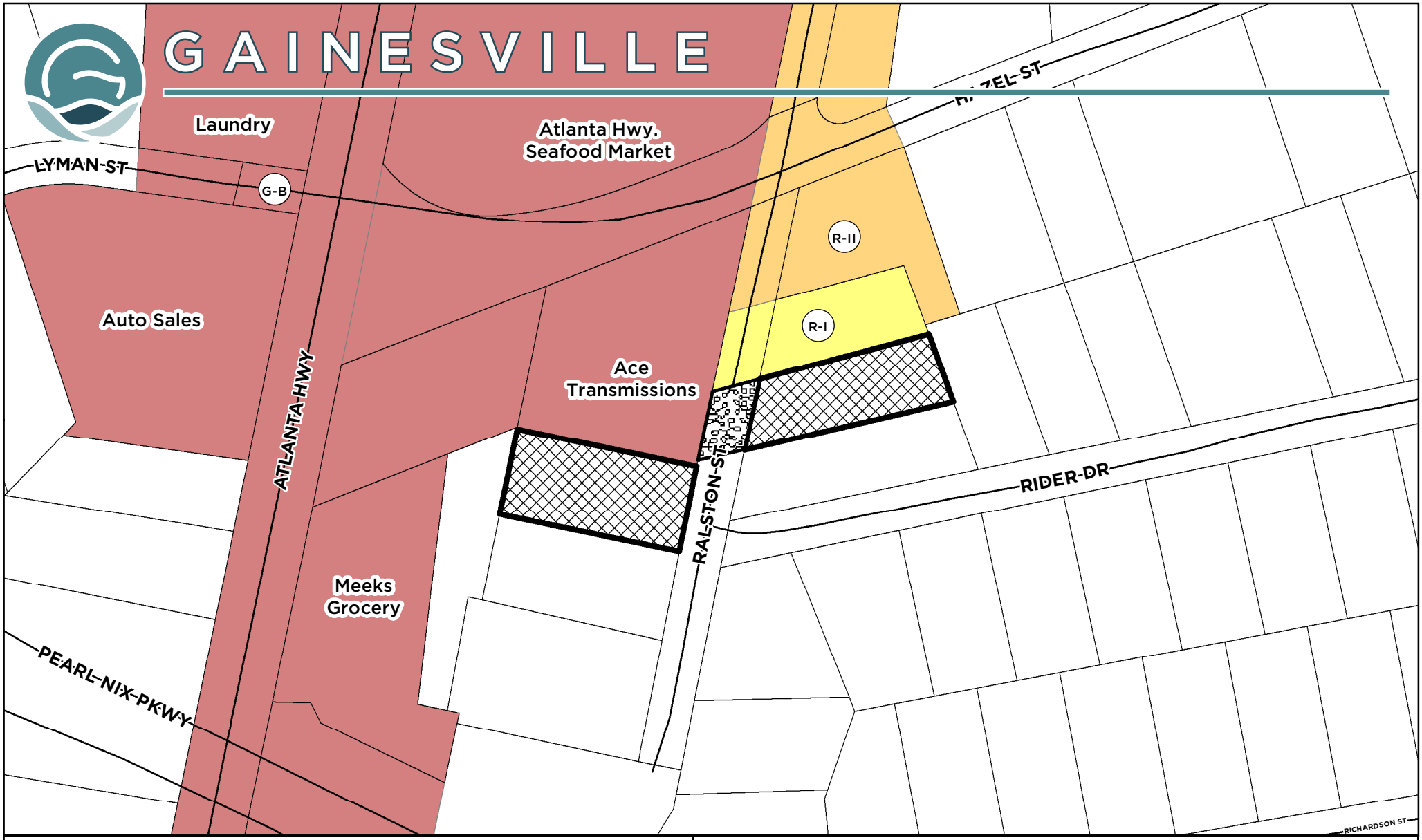
ATTEST:

_____

Denise O. Jordan, City Clerk



Applicant: ARTURO MARURI

ANNEXATION REQUEST

Request:

Annex two tracts totaling 0.32+/- acre and establish zoning as Residential-I (R-I) for sewer for two existing single-family homes

Subject Property Address:

1511 & 1514 Ralston Street

Tax Parcel:

00-129-002-010 &
00-130-001-007

Subject Property

Right-of-way to be annexed

Meeting Date: 09/13/2022

Map Prepared: 08/03/2022

0 50 100 150 200 Feet

SCALE: 1 " = 92 '

N W E S

Applicant: ARTURO MARURI

ANNEXATION REQUEST

Request:

Annex two tracts totaling 0.32+/- acre and establish zoning as Residential-I (R-I) for sewer for two existing single-family homes

Subject Property Address:

1511 & 1514 Ralston Street

Tax Parcel:

00-129-002-010 &
00-130-001-007

Subject Property and Right-of-way to be annexed

Aerial from 2021

Meeting Date: 09/13/2022

Map Prepared: 08/03/2022

0 50 100 150 200 Feet

SCALE: 1 " = 92 '

N W E S

Overview

Both properties are single home properties with failing septic systems. Therefore, we need to connect into the city sewer system.

1511 RALSTON STREET

1514 RALSTON STREET

CITY OF GAINESVILLE

Mayor/Council Agenda Request

Item Created:	September 29, 2022
Date Submitted:	September 29, 2022
Final Approval Date:	October 3, 2022
Presenter:	Bryan Lackey, City Manager
Item of Business:	BR-2022-58 Property Sale of 4.098 Acres of Real Property Bounded by Parker Street, Main Street, Banks Street, and Grove Street (Solis II)
Meeting Date:	October 4, 2022

Purpose of Request:
The purpose of this request is to ratify the sale of 4.098 acres of property known as the Solis II Project as outlined in the Option Agreement dated August 31, 2020.

Facts & Issues / History & Background:

Department Recommendation:
Adopt the resolution.

Department Director:
Bryan Lackey

If funding is involved, are funds approved within the current budget? No

Amount Requested:

Sources of Funds:

Finance Comments:

Administrative Comments:

Attachments:

1. BR-2022-58 Property Sale of 4.098 Acres of Real Property Bounded by Parker Street, Main Street, Banks Street, and Grove Street (Solis II)
2. Attachment: Gainesville Solis II Option Agreement - Executed

RESOLUTION BR-2022-58

Property Sale of 4.098 Acres of Real Property Bounded by Parker Street, Main Street, Banks Street, and Grove Street

WHEREAS, the governing body of the City of Gainesville, Georgia (the "City") has a desire to continue its efforts to connect the City's historic downtown area with the midtown area; and

WHEREAS, by BR-2019-40, approved on November 5, 2019, the governing body of the City approved the sale of a 6.8-acre tract located at 110 Jesse Jewell Parkway, as more fully described in the Purchase and Sale Agreement between the City and Terwilliger Pappas Multi-Family Partners, LLC or its permitted assignees ("TP"); and

WHEREAS, TP closed on the purchase of the 6.8-acre tract and developed Solis I, which development is providing housing and economic opportunities to citizens of the City and north Georgia; and

WHEREAS, as set forth in the Purchase and Sale Agreement approved by BR-2019-40, the City granted TP an option to purchase 4.098 acres of real property bounded by Parker Street, Main Street, Banks Street, and Grove Street, which real property is more particularly described in the Option Agreement dated August 31, 2020, a true and correct copy of which is attached hereto and which real property is hereinafter referred to as "the Option Property;" and

WHEREAS, on September 22, 2022, TP sent to the City a notice exercising its option to purchase the Option Property; and

WHEREAS, TP subsequently assigned its right to purchase the Option Property to Gainesville II Apartments, LLC; and

WHEREAS, the City desires to ratify the sale of the Option Property to Gainesville II Apartments, LLC.

NOW, THEREFORE, BE IT RESOLVED THAT the governing body for the City of Gainesville does hereby authorize and ratify the sale of the Option Property to Gainesville II Apartments, LLC as outlined in the Option Agreement dated August 31, 2020, and directs the Mayor, the City Manager and the City Attorney to execute all such documents and agreements that may be necessary to ratify the closing of the sale of the Option Property.

Adopted this _____ day of _____, 2022.

_____

W. Samuel Couvillon, Mayor

This is to certify that I am City Clerk of the City of Gainesville. As such, I keep its official records, including its minutes. In that capacity, my signature below certifies this resolution was adopted as stated and will be recorded in the official minutes.

ATTEST:

_____

Denise O. Jordan, City Clerk

OPTION AGREEMENT

THIS OPTION AGREEMENT (this "Agreement") is entered into as of August 31, 2020 (the "Effective Date"), by and between CITY OF GAINESVILLE, GEORGIA, a Georgia municipality ("Seller"), and TERWILLIGER PAPPAS MULTIFAMILY PARTNERS, LLC, a North Carolina limited liability company ("Purchaser").

BACKGROUND

A. Seller is the fee owner of a 4.1-acre parcel of land located on Jesse Jewell Parkway in Gainesville, Georgia, as depicted on the site plan attached hereto as **Exhibit A** and incorporated herein by this reference and more particularly described in **Exhibit B** attached hereto and by this reference made a part hereof (the "Property").

B. Pursuant to that certain Purchase and Sale Agreement dated as of November 7, 2019, as amended by that certain First Amendment to Purchase and Sale Agreement dated March 20, 2020, as further amended by that certain Second Amendment to Purchase and Sale Agreement dated March 31, 2020, as further amended by that certain Third Amendment to Purchase and Sale Agreement dated May 20, 2020, and as further amended by that certain Fourth Amendment to Purchase and Sale Agreement dated August 19, 2020 (the "Adjacent Property Agreement"), by and between Seller and Purchaser and assigned in part pursuant to that certain Assignment and Assumption of Purchase and Sale Agreement dated of even date herewith by and between Purchaser and Gainesville Development, LLC, Seller has agreed to sell and Purchaser has agreed to purchase a certain 6.84-acre parcel of land adjacent to the Property (the "Adjacent Property") for the development of a mixed-use project containing approximately 10,000 square feet of retail and/or restaurant space on the ground floor and residential units on the upper floors (the "Adjacent Project"). The closing of the transaction contemplated in the Adjacent Property Agreement will occur contemporaneously with the execution of this Agreement.

C. Pursuant to the Adjacent Property Agreement, Seller agreed to grant to Purchaser an option to purchase the Property.

AGREEMENT

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Seller and Purchaser hereby agree as follows:

ARTICLE 1
Grant of Option to Purchase

1.1 **Grant of Option**. For and in consideration of the mutual covenants of the parties set forth herein, Seller hereby grants to Purchaser an option to purchase the Property (the "Option") on the terms and conditions set forth in this Agreement.

1.2 **Option Money**. Contemporaneous with the exercise of this Agreement Purchaser shall pay to Seller the sum of One Hundred Thousand and No/100 Dollars ($100,000.00) (the "Option Money"). The Option Money shall be non-refundable to Purchaser except as expressly provided in this Agreement, but shall be credited against the Purchase Price at Closing (as hereinafter defined) in the event that Purchaser exercises the Option and acquires the Property.

1.3 **Option Period**. The Option shall expire at 11:59 p.m. EST on October 31, 2023 (the "Option Period"), unless it is exercised by Purchaser as provided herein prior to such date and time.

1.4 **Option Exercise**. Purchaser may exercise the Option by giving Seller written notice (the "Option Notice") of such exercise at any time prior to 5:00 p.m. EST on the last day of the Option Period. If Purchaser shall fail to exercise the Option prior to such date and time, the Option shall expire and the Option Money shall be retained by Seller. In the event Purchaser timely exercises the Option, Seller shall sell the Property to Purchaser, and Purchaser shall purchase the Property from Seller, on the terms and subject to the conditions set forth in this Agreement.

1.5 **Solicitation of Offers During Option Period**. Seller agrees not to solicit other interest in or offers for the Property prior to the expiration or termination of the Option.

ARTICLE 2
Purchase Price

2.1 **Purchase Price**. The purchase price for the Property (the "Purchase Price") shall be Three Million Six Hundred Thousand and No/100 Dollars ($3,600,000.00).

2.2 **Payment of Purchase Price**. Purchaser shall pay the Purchase Price to Seller, less a credit for the Option Money, which shall be applied to the Purchase Price at Closing, and subject to prorations and adjustments in accordance with this Agreement, by wire transfer of immediately available funds (i.e., funds deposited with Federal Reserve banks that do not require clearance before withdrawal).

ARTICLE 3
Property Inspections

3.1 **Property Inspections**. From time to time during the term of this Agreement, Purchaser, personally or through its agents, employees, or contractors, is hereby authorized to enter upon the Property to make boundary line and topographical surveys and to conduct such soil, engineering, environmental, and other studies of the Property as are reasonably necessary to determine the suitability of the Property for Purchaser's intended use, in Purchaser's reasonable discretion; provided, however, that no invasive testing, drilling, boring, or environmental testing of the Property beyond a Phase I assessment shall be conducted without the prior written approval of Seller, which approval shall not be unreasonably withheld or delayed. Purchaser shall notify Seller in advance, upon not less than one (1) business day's notice, and coordinate the timing of any such site inspections and tests with Seller so as to minimize disruption of the operation of the Property. Purchaser shall provide a certificate of insurance to Seller reflecting Purchaser's coverage under a policy of commercial general liability insurance, issued by an

insurer reasonably satisfactory to Seller, covering Purchaser and Seller on an occurrence basis in connection with any personal injury or property damage arising out of any investigative activity conducted by Purchaser, its consultants agents and representative on the Property, and naming Seller as an additional insured, in an amount of at least One Million Dollars ($1,000,000.00). Purchaser shall (a) pay all costs incurred in making any tests, surveys, analyses, and investigations of the Property, (b) promptly repair and restore any damage caused by its tests and investigations, and (c) indemnify and hold Seller harmless from and against any and all liabilities, losses, costs, liens, damages, and expenses which may arise as a result of the activities of Purchaser or Purchaser's agents, consultants, representatives, or designees on the Property, including without limitation any and all claims for death or injury to persons or properties arising out of or as a result of Purchaser or Purchaser's agents, representatives, or designees inspections and investigations by Purchaser, or going upon the Property pursuant to the provisions of this Section or otherwise, provided that Purchaser shall not have any liability for claims resulting from the mere discovery by Purchaser, or the reporting (to the extent Purchaser or Purchaser's agents, representatives, or designees are required under applicable laws to report any such pre-existing condition) or failure to report, of any pre-existing conditions, including without limitation the existence of Hazardous Materials, or resulting from any acts or omissions of Seller, agents, employees, contractors, officers, directors, or invitees. Notwithstanding any other provision in this Agreement to the contrary, this indemnification shall survive the termination of or Closing under this Agreement. Purchaser expressly agrees that the results of any environmental investigation, review, sampling or analyses obtained by Purchaser in the course of or in connection with the inspections conducted hereunder shall remain confidential to Purchaser and its representatives through the Closing Date and shall not be disclosed to Seller, the Georgia Environmental Protection Division, any other governmental entity or to any other third parties (except for Purchaser's consultants or potential lenders or investors) prior to the Closing Date (as hereinafter defined), except as required by the Georgia Environmental Protection Division or any governmental entity, and except to the extent such information is already publicly available. These confidentiality obligations shall survive the termination of this Agreement. Purchaser shall indemnify, hold harmless from and defend Seller, and its agents, affiliates, successors and assigns, from and against any and all liabilities, claims, causes of action, damages, losses, penalties, forfeitures, suits, costs and expenses (including without limitation, investigation costs, costs of defense, settlement and reasonable attorneys' fees) incurred or arising in connection with Purchaser's or any of Purchaser's agents' or representatives' breach of the foregoing confidentiality obligation, entry onto the Property or enforcement of this indemnity. Such indemnification obligations shall survive the Closing and any termination of this Agreement.

3.2 **Delivery of Information**. Within five (5) business days after the Effective Date, Seller shall deliver to Purchaser the following materials which are in Seller's possession, custody or control, to the extent such materials have not already been delivered to Purchaser in connection with the Adjacent Property Agreement: (i) any environmental reports and related environmental studies and assessments of the Property; (ii) any engineering, geological and soils reports and site plans relating to the Property; (iii) all title examination reports, title insurance commitments, title policies, and copies of title documents relating to the Property; (iv) all boundary surveys, topographical surveys, and as-built surveys of the Property; (v) traffic studies relating to the Property; (vi) copies of ad valorem tax statements and assessments with respect to the Property for the current calendar year; and (vii) information and documents regarding tax liens, IRS liens, utility liens, mechanics liens and judgment liens, if any, currently affecting the

Property. In addition, during the term of this Agreement, Seller shall make available to Purchaser such other documents or information regarding the Property which are in the possession of Seller or its agents as Purchaser shall reasonably request, but excluding materials not related to the ownership, operation or development of the Property. Furthermore, Seller agrees to provide to Purchaser, as soon as reasonably practicable, on a continuing basis until Closing, information with respect to any changes, additions or corrections to the information or documents delivered to Purchaser pursuant to this Section 3.2.

ARTICLE 4
Seller's Warranties and Representations

4.1 Seller represents and warrants to Purchaser, as of the date of this Agreement, as follows:

4.1.1 Seller is a municipality, duly organized and existing as such under the laws of the State of Georgia. No proceeding is pending for the dissolution of Seller. The individual executing this Agreement on behalf of Seller has the authority to execute same, and no further consents or approvals from any person or entity are necessary in order to consummate the transaction contemplated hereby. Seller has the right, power and authority to enter into this Agreement.

4.1.2 Seller owns fee simple title to the Property.

4.1.3 Other than recorded easements and other restrictions of record on the Effective Date, there are no leases, use agreements, management agreements, service agreements, or other agreements or instruments in force or effect that grant to any person whomsoever or any entity whatsoever any right, title, interest or benefit in or to all or any part of the Property or any rights relating to the use, operation, management, maintenance or repair of all or any part of the Property and which will be effective and binding on Purchaser from and after the Closing.

4.1.4 Seller has not entered into any other contracts for the sale of the Property, nor do there exist any rights of first refusal or options to purchase all or any portion of the Property.

4.1.5 Seller is not a "foreign person" as that term is defined in the Internal Revenue Code of 1986, as amended, and the Regulations promulgated pursuant thereto, and Purchaser has no obligation under Internal Revenue Code § 1445 to withhold and pay over to the Internal Revenue Service any part of the "amount realized" by Seller in the transaction contemplated hereby (as such term is defined in the Regulations issued under Internal Revenue Code § 1445). Seller is not a "non-resident of Georgia" as that term is defined in O.C.G.A. §48-7-128, and the regulations promulgated pursuant thereto.

4.1.6 To the actual knowledge of Seller, having undertaken or caused to be undertaken no independent inquiry or investigation of the Property or property immediately adjacent to the Property (and having no obligation hereunder to do so), (i) the Property has not been used for the storage or disposal of any Hazardous Materials in violation of applicable laws and regulations, and (ii) there has been no release of Hazardous Materials on the Property in

violation of applicable laws or regulations or any other failure of the Property to comply with applicable environmental laws or regulations.

4.1.7 There is no pending litigation or judicial proceeding to which Seller is a party relating to the Property, nor has Seller received any threats that any such litigation or proceeding will be commenced.

Seller shall promptly notify Purchaser in writing of any event or condition known to Seller which occurs prior to Closing and which causes a material change in the facts relating to, or the truth of, any of the above representations and warranties. At the Closing, Seller shall reaffirm and restate such representations and warranties, subject to disclosure of any changes in facts or circumstances which may have occurred since the date hereof, and such representations and warranties shall specifically survive Closing for a period of one (1) year.

4.1.8 Purchaser acknowledges and agrees that, except as expressly set forth in this Agreement, Seller has not made, does not make and specifically negates and disclaims any representations, warranties, promises, covenants, agreements or guaranties of any kind or character whatsoever, whether express or implied, oral or written, past, present or future, of, as to, concerning or with respect to (1) the value, nature, quality or condition of the Property, including, without limitation, the water, soil and geology, (2) the income to be derived from the Property, (3) the suitability of the Property for any and all activities and uses which Purchaser may conduct thereon, (4) the compliance of or by the Property or its operation with any laws, rules, ordinances or regulations of any applicable governmental authority or body, (5) the fitness for a particular purpose of the Property, (6) any other matter with respect to the Property. Purchaser further acknowledges and agrees that having been given the opportunity to inspect the Property, Purchaser will be relying solely on its own investigation of the Property and not on any information provided or to be provided by Seller, except with respect to Seller's express representations and warranties set forth in this Agreement. Seller is not liable or bound in any manner by any verbal or written statements, representations or information pertaining to the Property, or the operation thereof, furnished by any real estate broker, agent, employee, servant or other person.

ARTICLE 5
Title and Survey

5.1 Seller shall convey title to the Property subject to (i) ad valorem taxes not yet due and payable, (ii) any exceptions to title specified in this Agreement or approved by Purchaser as provided herein (collectively, "Permitted Exceptions").

5.2 Purchaser, at Purchaser's sole cost and expense, shall order (i) a current ALTA/ACSM survey of the Property (the "Survey"), and (ii) a current title insurance commitment with respect to the Property. On or before (insert date that is 36 months from the date of closing) Purchaser shall provide Seller with copies thereof and shall notify Seller of any objections to any matter disclosed thereby ("Purchaser's Objection Notice"). In the event Purchaser fails to give Seller the Purchaser's Objection Notice within the time period set forth herein, Purchaser will be deemed to have agreed to accept title to the Property subject to all matters disclosed in Purchaser's title commitment and by the Survey and such matters shall

become Permitted Exceptions, except those matters affecting title described in Section 5.5 below, and Seller's Cure Items (as hereinafter defined).

5.3 Within ten (10) business days after Seller's receipt of Purchaser's Objection Notice, Seller shall notify Purchaser whether or not Seller agrees to cure the objections set forth therein ("Seller's Cure Notice"). If Seller does not agree to cure any objection raised in Purchaser's Objection Notice, Purchaser shall have a period of ten (10) business days after receipt of Seller's Cure Notice (or within five days from the expiration of the deadline for Seller's Cure Notice if no such notice is delivered) to elect either (i) to waive such objection, or (ii) to terminate this Agreement and receive a refund of the Option Money, less the sum of $100.00, which shall be retained by Seller as Seller's sole consideration under this Agreement, and thereupon neither of the parties hereto shall have further rights or obligations hereunder, other than the indemnities, rights and obligations that expressly survive the termination of this Agreement. If Seller fails to respond to Purchaser's Objection Notice within the period specified above, then Seller shall be deemed to have elected not to cure the objections contained in Purchaser's Objection Notice. Seller has no obligation to cure any item in Purchaser's Objection Notice, except for the items described in Section 5.5 below; further, Seller covenants and agrees that Seller, on or before the Closing Date, shall pay any past due taxes and shall satisfy, remove or bond off, at Seller's expense, any mortgages, deeds to secure debt, assignments of leases and rents, liens, judgments, and other monetary encumbrances affecting the Property (collectively, "Seller's Cure Items"). If such exceptions are not so cured, then at Closing Purchaser may elect to satisfy or remove such monetary encumbrances, and the cost of such satisfaction or removal shall be applied as a credit to Purchaser against the Purchase Price.

5.4 Seller agrees that Purchaser shall have the right to update its title commitment or the Survey prior to the Closing Date and provide Seller with notice of additional objections not appearing in Purchaser's initial title commitment or on the Survey. The provisions of this Article 5 applicable to Purchaser's initial objections shall apply equally to any such additional objections of Purchaser.

5.5 Seller agrees that so long as this Agreement remains in force or effect, Seller will not sell, assign, rent, lease, convey or otherwise dispose of, the Property or convey or encumber any interest or estate therein or any portion thereof, or apply for or consent to any zoning, land use or development change or restriction with respect to the Property except as otherwise without the prior consent of Purchaser

5.6 The legal description of the Property to be contained in Seller's limited warranty deed shall be the legal description attached hereto as **Exhibit B**. However, Seller, at Purchaser's request, shall also execute and deliver the Purchaser at Closing a quitclaim deed with a legal description of the Property based upon, and drawn from, the Survey.

ARTICLE 6
Intentionally Omitted

ARTICLE 7
Closing

7.1 **Closing Date**. If Purchaser exercises the Option granted hereby, the Closing of the purchase and sale of the Property (the "Closing") shall be held on the date (the "Closing Date") which is sixty (60) days after the date of Purchaser's Option Notice, or on such sooner date as Purchaser shall designate in the Option Notice (but not sooner than ten (10) business days after the date of Purchaser's Option Notice). The Closing shall be handled through escrow with Purchaser's title insurance company without requiring the parties to be physically present at the time and location of Closing.

7.2 **Deliveries**. At the Closing the following shall occur:

7.2.1 Limited Warranty Deed. Seller shall deliver to Purchaser a duly executed and acknowledged limited warranty deed conveying good and marketable fee simple title to the Property to Purchaser, free of all liens and encumbrances, except for, and subject only to, the Permitted Exceptions.

7.2.2 Purchase Price. Purchaser shall pay to Seller the Purchase Price as provided in Section 2.2 hereof, subject to the adjustments described in Article 8.

7.2.3 Possession. Possession of the Property shall be delivered by Seller to Purchaser at Closing, subject to the Permitted Exceptions.

7.2.4 Withholding Affidavits. Seller shall execute and deliver to Purchaser and Purchaser's title insurance company a certificate and affidavit signed on behalf of Seller certifying that Seller (or Seller's owner(s) or member(s), if Seller is a disregarded entity for tax purposes) is not a "foreign corporation", "foreign partnership", "foreign trust", "foreign estate" or "foreign person" as defined in Section 1445 of the Internal Revenue Code of 1954, as amended. Additionally, Seller shall execute and deliver to Purchaser and Purchaser's title insurance company an affidavit of Seller affirming that Seller is not subject to the withholding laws of the State of Georgia, as set forth in O.C.G.A. § 48-7-128.

7.2.5 Owner's Affidavit. Seller shall execute and deliver to Purchaser's title insurance company an owner's affidavit in customary form as reasonably required by Purchaser's title insurance company to issue an owner's title insurance policy to Purchaser with respect to the Property, subject only to the Permitted Exceptions.

7.2.6 Brokers. Seller shall execute and deliver to Purchaser and Purchaser's title insurance company an affidavit acknowledging that there are no real estate brokers involved in this transaction except as otherwise provided in this Agreement.

7.2.7 Bill of Sale. Seller shall execute and deliver to Purchaser a bill of sale conveying to Purchaser all of Seller's right, title and interest in and to any and all personal property located upon or used in connection with the Property, if any.

7.2.8 Assignment. Seller shall execute and deliver to Purchaser a blanket assignment conveying to Purchaser all entitlements associated with the Property, including, without limitation, zoning, land use and development permits and approvals.

7.2.9 Recertification of Representations. Seller shall execute and deliver to Purchaser a certificate restating and reaffirming Seller's representations and warranties pursuant to Section 4.1 hereof, subject to any changes as shall be necessary to make such representations and warranties true, complete and accurate as of the date and time of Closing.

7.2.10 Authority. Seller shall deliver to Purchaser evidence of Seller's authority to consummate the transactions contemplated in this Agreement including, without limitation, corporate resolutions and good standing certificates in form and content satisfactory to Purchaser's title insurance company.

7.2.11 Further Assurances. Seller shall, whenever and as often as it shall be reasonably requested to do so by Purchaser, and Purchaser shall, whenever and as often as it shall be reasonably requested to do so by Seller, execute, acknowledge and deliver, or cause to be executed, acknowledged and delivered, any and all conveyances, assignments and all other instruments and documents as may be reasonably necessary in order to complete the transactions herein provided and to carry out the intent and purposes of this Agreement.

7.3 Commencement of Construction. In the event that Purchaser exercises the Option and the Closing occurs, Purchaser shall commence construction on the Property within thirty (30) days after the Closing, which construction may consist of grading or other earthwork. Such construction obligation is subject to events of Force Majeure, which shall mean delays in the design, development and construction of Purchaser's anticipated improvements on the Property by reason of strikes, lockouts, labor troubles, acts of God, including adverse weather, earthquakes, and the like, restrictive governmental laws or regulations, riots, insurrection, war, terrorism, casualty, hazardous condition, changes of law of governmental authorities, or other reason of a like nature beyond Purchaser's reasonable control. In the event that Purchaser exercises the Option, Purchaser and Seller agree to work in good faith within twenty (20) days of the exercise of the Option to negotiate a Repurchase Right in favor of Seller, similar to the Repurchase Right set forth in Section 8.10 of the Adjacent Property Agreement, which Repurchase Right would be available to Seller in the event that Purchaser fails to commence and/or complete construction by agreed upon deadlines. In the event that Purchaser and Seller are unable to agree to the terms of such a Repurchase Right within twenty (20) days of the exercise of the Option, then the Option shall be terminated and Purchaser shall be entitled to a refund of the Option Money, less the sum of $100.00, which shall be retained by Seller as Seller's sole consideration under this Agreement, and thereupon neither of the parties hereto shall have further rights or obligations hereunder, other than the indemnities, rights and obligations that expressly survive the termination of this Agreement.

ARTICLE 8
Prorations and Closing Expenses

8.1 **Closing Adjustments**. The cash due at any Closing pursuant to Section 2.2 hereof shall be subject to adjustment as of the Closing Date in accordance with the following provisions:

8.1.1 Seller shall pay Seller's attorneys' fees and the transfer taxes and all recording costs imposed on Seller's limited warranty deed.

8.1.2 Purchaser shall pay the cost of the Survey, the title insurance premiums on Purchaser's title insurance policy, any fees or expenses for its environmental or geotechnical studies or surveys, and Purchaser's attorneys' fees and expenses.

8.1.3 Seller will pay the costs of any closing or escrow agent (excluding the parties' respective counsel).

8.1.4 Real property ad valorem taxes and assessments with respect to the Property for the calendar year of Closing shall be prorated at Closing, based upon the actual tax bills, if available. If actual tax bills for the calendar year of Closing are not available, said taxes and charges shall be prorated based on tax bills for the previous calendar year, and the parties agree that they shall, at either party's request, cause a reproration of said taxes within a period of thirty (30) days after the receipt of tax bills for the calendar year of Closing. Taxes and assessments with respect to the Property for all years prior to the calendar year of Closing shall be paid by Seller at or prior to Closing.

8.1.5 Sanitary sewer taxes and utility charges with respect to the Property, if any, shall be prorated at Closing on an accrual basis. To the extent possible, Seller and Purchaser shall obtain meter readings and other billings as of the date of Closing to aid in such prorations. In the event that accurate prorations cannot be made at Closing because current bills or statements or other information is not obtainable, the parties shall prorate on the best information available, subject to adjustment in cash after the Closing within thirty (30) days after complete and accurate information becomes available.

8.2 **Settlement Statement**. At the Closing, Seller and Purchaser shall execute a closing settlement statement to reflect the credits, prorations, and adjustments contemplated by or specifically provided for in this Agreement.

ARTICLE 9
Condemnation

In the event of any taking or threat of taking by condemnation (or any conveyance in lieu thereof) of all or any material portion of the Property by anyone having the power of eminent domain, Purchaser shall, by written notice to Seller delivered within twenty (20) business days of receiving written notice from Seller of such event, elect to: (i) terminate this Agreement and all of Purchaser's obligations under this Agreement, whereupon the Earnest Money shall be returned to Purchaser, and this Agreement shall terminate, and no party shall have any right, duty or obligation under this Agreement, except for the indemnities contained in Section 11.1; or (ii)

proceed with the purchase of the Property. If Purchaser does not elect to terminate this Agreement pursuant to clause (i) of this Article 9, then Seller shall on the Closing Date pay to Purchaser all condemnation awards and compensation then received by Seller in respect of the Property. In addition, Seller shall transfer and assign to Purchaser, in form reasonably satisfactory to Purchaser, all rights and claims of Seller with respect to payment for damages and compensation on account of such taking.

ARTICLE 10
Default and Remedies

10.1 **Default by Purchaser**. If the sale and purchase of the Property as contemplated by this Agreement is not consummated because of the Purchaser's default, failure or refusal to perform hereunder, Seller's sole remedy shall be to terminate this Agreement by written notice to Purchaser and to retain the Option Money as full liquidated damages for such default. It is hereby agreed that Seller's damages will be difficult to ascertain and that the Option Money constitutes a reasonable liquidation thereof and is intended not as a penalty, but as full liquidated damages pursuant to O.C.G.A. §13-6-7, in the event the sale and purchase of the Property is not consummated because of Purchaser's default hereunder. Seller agrees that in the event the sale and purchase of the Property is not consummated due to Purchaser's default or wrongful failure or refusal to perform hereunder, Seller shall not initiate any suit or proceeding to recover damages from Purchaser, and Purchaser agrees that, in the event of its default, it shall not initiate any suit or proceeding challenging Seller's right to retain the Option Money as liquidated damages.

10.2 **Default by Seller**. If the sale and purchase of the Property contemplated by this Agreement is not consummated on account of Seller's default, failure, or refusal to perform hereunder, the Earnest Money shall be refunded to Purchaser on demand, without prejudice to any other rights or remedies of Purchaser hereunder, at law or in equity. Purchaser shall have, in addition to any right or remedy provided hereunder, at law or in equity, the right to seek specific performance of this Agreement.

10.3 **Other Remedies**. Nothing herein shall limit the Seller's and Purchaser's respective rights and remedies against the other with respect to the parties' respective obligations to indemnify and hold the other harmless pursuant to any provision contained in this Agreement, or with respect to any other obligation which survives the Closing under the terms of this Agreement. Further, it is expressly agreed that the prevailing party in any litigation between the parties hereto, including any action to enforce the remedies provided for in this Article 10, shall be entitled to recover its reasonable attorneys' fees and expenses actually incurred, in addition to the amounts specified in Sections 10.1 and 10.2.

ARTICLE 11
Miscellaneous

11.1 **Brokers**. Seller and Purchaser each represent and warrant to the other that the party making such representation and warranty has not employed, retained or consulted with any broker, agent or other finder with respect to the transaction contemplated by this Agreement. Seller shall indemnify and hold Purchaser harmless from all claims, losses, liabilities and

expenses (including, but not limited to, reasonable attorneys' fees and court costs actually incurred) which Purchaser may incur on account of any claim which may be asserted against Purchaser, whether or not meritorious, by any broker or any other person on the basis of any agreements made or alleged to have been made by or on behalf of Seller. Purchaser shall indemnify and hold Seller harmless from all claims, losses, liabilities and expenses (including, but not limited to, reasonable attorneys' fees and court costs actually incurred) which Seller may incur on account of any claim which may be asserted against Seller, whether or not meritorious, by any broker or other person other than Broker on the basis of any agreements made or alleged to have been made by or on behalf of Purchaser. The foregoing indemnities shall survive the Closing of the purchase and sale of the Property or the termination of this Agreement.

11.2 **Survival**. All obligations of Purchaser and Seller pursuant to this Agreement which are to be performed or apply to circumstances subsequent to the Closing, and every indemnity contained in this Agreement, shall survive the Closing and shall not be merged into any instrument or conveyance delivered at Closing. All of the representations and warranties of Seller shall survive the Closing for a period of twelve (12) months, but thereafter Seller shall have no liability with respect to any breach of such representations and warranties unless Purchaser shall have asserted such breach in a written notice delivered to Seller prior to the expiration of such twelve (12) month period.

11.3 **Entire Agreement**. This Agreement constitutes the entire agreement between the parties and supersedes any other previous agreement, oral or written, between the parties. Neither this Agreement, nor any term, provision, right or obligation contained herein, may be amended, varied, modified, waived or terminated except by written agreement of the parties.

11.4 **Time**. Time is of the essence of this Agreement.

11.5 **Notices**. All notices, demands, and any and all other communications which may be or are required to be given to or made by either party to the other in connection with this Agreement shall be in writing and shall be deemed to have been properly given if sent (a) by registered or certified mail, return receipt requested, postage prepaid, (b) by reputable overnight courier delivery service, or (c) via email (followed by a copy mailed or delivered pursuant to the foregoing subsections (a) and (b)), and addressed as set forth below to the persons entitled to receive the same or to such other addresses as may be specified by written notice and delivered in accordance herewith. Any such notice, request, or other communication shall be considered given or delivered, as the case may be, on the date of deposit in the United States mail as provided above in the case of (a) above, on the date of delivery to the overnight courier delivery service in the case of (b) above, or on the date of email transmission in the case of (c) above. However, the time period within which a response to any notice or request must be given, if any, shall commence to run from the date of actual receipt of such notice, request, or other communication by the addressee thereof.

Purchaser: Terwilliger Pappas Multifamily Partners, LLC
3565 Piedmont Road
2 Piedmont Center, Suite 375
Atlanta, Georgia 30305
Attention: Greg Power

Facsimile: 404-500-5823
Email: gpower@terwilligerpappas.com

with a copy to: Morris, Manning & Martin, L.L.P.
1600 Atlanta Financial Center
3343 Peachtree Road, N.E.
Atlanta, Georgia 30326
Attention: Lee Anne Sapp
Facsimile: 404-364-7435
Email: lsapp@mmmlaw.com

Seller: City of Gainesville
Attention: City Manager
300 Henry Ward Way, Ste. 303
Gainesville, GA 30501
Email: blackey@gainesville.org

with a copy to: Hulsey, Oliver & Mahar, LLP
200 E.E. Butler Pkwy
Gainesville, GA 30501
Attention: Abb Hayes
Email: ash@homlaw.com

11.6 **Third-party Beneficiaries**. Nothing in this Agreement, express or implied, is intended to confer upon any person other than the parties and their heirs, executors, personal representatives, successors and assigns, any right or interest whatsoever.

11.7 **Counterparts**. This Agreement may be executed in any number of counterparts, each of which shall be an original, but such counterparts together shall constitute one and the same instrument.

11.8 **Successors and Assigns; Assignment**. Seller expressly agrees that this Agreement shall be binding upon and shall inure to the benefit of Seller and Purchaser, their respective heirs, successors, successors-in-title, legal representatives and assigns. Purchaser shall have the absolute right and authority, at any time, with the consent of Seller, which consent shall not be unreasonably conditioned, delayed or withheld, to assign all of its rights hereunder to any entity that controls, is controlled by or is under common control with Purchaser. Purchaser shall not otherwise have the right to assign this Agreement without the consent of Seller. A copy of any assignment hereunder, together with an agreement of the assignee assuming all of the terms and conditions of this Agreement to be performed by Purchaser, in form reasonably satisfactory to Seller, shall be delivered to Seller at or prior to Closing, and in any event no such assignment shall relieve Purchaser from Purchaser's obligations under this Agreement nor result in a delay in the Closing.

11.9 **Recitals and Exhibits**. The recitals contained on the first page of this Agreement and all exhibits attached to this Agreement are hereby incorporated as substantive provisions of this Agreement.

11.10 **Governing Law**. This Agreement shall be governed, construed and enforced in accordance with the laws of the State of Georgia.

11.11 **Date for Performance**. If the time period by which any right, option, or election provided under this Agreement must be exercised or by which any acts or payments required hereunder must be performed or paid, or by which the Closing must be held, expires on a Saturday, Sunday, legal or bank holiday, then such time period shall be automatically extended to the close of business on the next regular business day.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement, under seal, as of the day and year first above written.

APPROVED AS TO FORM BEFORE EXECUTION:

By: _____
Abbott S. Hayes, Jr., Attorney for the City

CITY OF GAINESVILLE, GEORGIA

By: _____

Bryan Lackey

City Manager

ATTEST: Denise O. Jordan

Denise Jordan
City Clerk

CITY OF GAINESVILLE GEORGIA CHARTERED 1821

[*Signatures continued on next page*]

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[*Signatures continued from previous page*]

PURCHASER:

TERWILLIGER PAPPAS MULTIFAMILY PARTNERS, LLC, a North Carolina limited liability company

By: _____

Name: Peter A. Pappas

Title: CEO and Manager

EXHIBIT A
Site Plan

Exhibit A

13150272 v3

EXHIBIT B

Legal Description

EXHIBIT 'A'

ALL that lot, tract and parcel of land, lying situate and being in the City of Gainesville, Hall County, Georgia, consisting of 4.057 acres, being the location of Main Street School and the adjoining grounds, all as shown by a plat prepared for Hall County by Owen Patton, Georgia Registered Land Surveyor, dated January 18, 1978, which plat is by reference made a part hereof.

As shown by plat above referred to, subject property is more particularly described as follows:

BEGINNING at an iron pin corner on the northwest intersection of the rights of way of Main Street and Banks Street in said City, running thence along the northwestern right of way of Banks Street, South 62° 12' West 426.80 feet to an iron pin corner, located at the intersection of said right of way with the northeastern right of way of Grove Street; thence along said right of way of Grove Street the following bearings and distances: North 24° 21' West 157.42 feet to a point; North 24° 21' West 39.28 feet to a point; North 24° 35' West 249.11 feet to an iron pin corner at the intersection of said right of way with the southeastern right of way of Parker Street; running thence along said right of way of Parker Street, North 64° 20' East 389.47 feet to an iron pin corner at the intersection of said right of way with the southwestern right of way of Main Street; running thence along the northwestern right of way of Main Street the following bearings and distances: South 29° 28' East 239.75 feet to a point; South 27° 23' East 41.02 feet to a point; South 29° 48' East 149.83 feet to the point of beginning.

This Deed is intended to convey all the lands that are bounded by the above named rights of way of Banks Street, Grove Street, Parker Street and Main Street and further, it is expressly intended to include all of the former or present right of way of what was formerly known as West College Avenue as bounded by Main Street and Grove Street

CITY OF GAINESVILLE

Mayor/Council Agenda Request

Item Created:	September 29, 2022
Date Submitted:	September 29, 2022
Final Approval Date:	October 3, 2022
Presenter:	Bryan Lackey, City Manager
Item of Business:	BR-2022-59 Site Development Intergovernmental Agreement and Business Park Intergovernmental Agreement with Gainesville and Hall County Development Authority Regarding Marketing and Sale of Real Property Known as Lot 3 in Gainesville 85 Business Park
Meeting Date:	October 4, 2022

Purpose of Request:
The purpose of this request is to authorize execution of the Site Development Intergovermental Agreement and Business Park Intergovernmental Agreement along with any other related documents for Lot 3.

Facts & Issues / History & Background:

Department Recommendation:
Adopt the resolution.

Department Director:
Bryan Lackey

If funding is involved, are funds approved within the current budget? No

Amount Requested:

Sources of Funds:

Finance Comments:

Administrative Comments:

Attachments:

1. BR-2022-59 Site Development IGA and Business Park IGA with GHCDA Regarding Marketing and Sale of Real Property Known as Lot 3
2. Attachment: Gainesville 85 Business Park IGA Caldwell Lot 3 IGA

RESOLUTION BR-2022-59

SITE DEVELOPMENT INTERGOVERNMENTAL AGREEMENT AND BUSINESS PARK INTERGOVERNMENTAL AGREEMENT WITH GAINESVILLE AND HALL COUNTY DEVELOPMENT AUTHORITY REGARDING MARKETING AND SALE OF REAL PROPERTY KNOWN AS LOT 3 IN GAINESVILLE 85 BUSINESS PARK

WHEREAS, the City of Gainesville ("the City") and the Gainesville and Hall County Development Authority ("the Authority") wish to provide economic opportunities for the citizens of Gainesville and Hall County through the development of a business park and to provide for the marketing and sale of real property by the Authority; and

WHEREAS, the Authority has worked with a purchaser, Daniel Caldwell, to purchase Lot 3 in the business park pursuant to an Agreement for the Purchase and Sale of Real Property dated June 2, 2022, and to further define responsibilities relating to construction within the business park; and

WHEREAS, the City and the Authority desire to enter into the Site Development Intergovernmental Agreement and the Business Park Intergovernmental Agreement attached hereto to set forth the duties and responsibilities of the City and the Authority as to real property available for sale for business development, including the development of a business park and including the transfer of real property to the Authority for subsequent sale to Daniel Caldwell as set forth within the attached two Intergovernmental Agreements.

NOW, THEREFORE, BE IT RESOLVED THAT the governing body of the City of Gainesville hereby authorizes the Mayor, City Manager and/or City Attorney to execute documents in substantially the same form as the Site Development Intergovernmental Agreement and the Business Park Intergovernmental Agreement attached hereto by and between the City and the Authority, and any other documents necessary to effectuate the provisions of the three attached Intergovernmental Agreements.

Adopted this _____ day of _____, 2022.

_____
W. Samuel Couvillon, Mayor

This is to certify that I am City Clerk of the City of Gainesville. As such, I keep its official records, including its minutes. In that capacity, my signature below certifies this resolution was adopted as stated and will be recorded in the official minutes.

ATTEST:

_____
Denise O. Jordan, City Clerk

SITE DEVELOPMENT INTERGOVERNMENTAL AGREEMENT
(Lot 3)

THIS AGREEMENT is made as of the ____ day of _____, 2022 (hereinafter this "Agreement"), by and between the **CITY OF GAINESVILLE, GEORGIA** (the "City") and the **GAINESVILLE AND HALL COUNTY DEVELOPMENT AUTHORITY** (the "Authority").

WHEREAS, the Authority has agreed to convey to Daniel Caldwell or his assign ("Lot 3 Purchaser") that certain property, more particularly described on Exhibit "A" hereto (the "Property"), pursuant to that certain Agreement for the Purchase and Sale of Real Property (the "Purchase and Sale Agreement"), dated June 2, 2022, between the Authority and Lot 3 Purchaser;

WHEREAS, the Authority and Lot 3 Purchaser have provided in the Purchase and Sale Agreement that the Authority shall sell and Lot 3 Purchaser shall purchase the Property for the purposes of constructing an industrial facility to be located on the Property (the "Facility");

WHEREAS, Lot 3 Purchaser requires certain roadway access and utility access to ensure the proper functioning of the Facility;

WHEREAS, the City of Gainesville, Georgia (the "City") has agreed to build public roads to the Facility, which shall include access to State Highway 129, at its cost and to cause the installation of utilities, including but not limited to water and sewer service, all of which are necessary for operation of the Facility;

WHEREAS, Lot 3 Purchaser and the Authority plan to enter into an agreement (the "Roadway and Utility Agreement") to more definitively set forth the City's and Lot 3 Purchaser's rights and obligations regarding the future extension of roadways to the Facility which provide access to State Highway 129 and the installation of utilities, including but not limited to water and sewer service, all for the operation of the Facility;

WHEREAS, contemporaneously with the execution of the Roadway and Utility Agreement, the City and the Authority intend to enter into this Agreement;

NOW, THEREFORE, in consideration of the mutual covenants contained herein, the parties hereto hereby agree as follows:

ARTICLE I.

ROAD AND UTILITIES

Section 1.1 **Road.** The City agrees that it shall improve, develop, construct, and maintain a public roadway to include Fulenwider Road and connecting it to Allen Creek Road (as further described in the Phase 1 and Phase 2 Roadway Plan shown on **Exhibit "B"** attached hereto and incorporated herein) and to include the roadway commonly known as the "Phase 3 Road" (as further described on the Phase 3 Roadway Plan shown on **Exhibit "B"** attached hereto and incorporated herein) and connecting it to State Highway 129 (the "Highway Intersection"). Said roads shall be constructed to commercial/industrial standards and to accommodate heavy truck traffic between Allen Creek Road and the Property, and between the Phase 3 Road and the Property in substantial compliance with plans prepared by Rochester and Associates for the City of Gainesville dated January 25, 2021. The City agrees to bear the sole responsibility for all construction and maintenance costs associated with Fulenwider Road and connecting it to Allen Creek Road, as well as all construction and maintenance costs associated with the Phase 3 Road and connecting it to State Highway 129. The City agrees that it shall complete construction of Fulenwider Road on or before July 1, 2023 and shall complete construction of the Phase 3 Road on or before thirty-six (36) months after the Closing Date (as defined in the Purchase and Sale Agreement). The City also agrees to allow Lot 3 Purchaser one curb cut on Allen Creek Road where it adjoins the Property and one curb cut on the Phase 3 Road where it adjoins the Property, and the City agrees to consider, if needed, approval of two curb cuts on the Phase 3 Road and closing of the Allen Creek Road curb cut.

The City also agrees to cooperate with Lot 3 Purchaser regarding granting Lot 3 Purchaser the necessary slope easements within the right of way of the Phase 3 Roadway adjoining the Property required for development of the Property, and the Authority agrees to

cause Lot 3 Purchaser to cooperate with the City regarding granting the City the necessary slope easements within the Property required for construction of the Phase 3 Roadway.

The City has caused its independent engineers to establish preliminarily the alignment of the right of way of the Phase 3 Roadway adjoining the Property and to create a preliminary design and construction profile of the Road 3 Roadway adjoining the Property. Upon request by Lot 3 Purchaser, the City agrees to provide such profile to Lot 3 Purchaser. In the event that the City reasonably determines that it is necessary to change such alignment of such right of way due to unforeseen circumstances at the time of construction of the Phase 3 Roadway, the City agrees to convey to Lot 3 Purchaser by quit-claim deed at no additional consideration to be paid by Lot 3 Purchaser any portion of the preliminary right of way adjoining the Property and not required for the final right of way of the Phase 3 Roadway as constructed, and the Authority agrees to cause Lot 3 Purchaser to convey to the City by limited warranty deed any portion of such final right of way adjoining the Property and lying within the boundary of the Property. The City agrees to pay Lot 3 Purchaser a purchase price for such portion of the Property so conveyed equal to $100,000 per acre of such portion of the Property. Any such realignment of the right-of-way shall not materially interfere with or impact the planned improvements of Lot 3 Purchaser made to the Property.

Section 1.2 **Utilities.** The City agrees to install or cause to be installed adequate water lines, electrical lines, natural gas lines and fiber (communication) lines to the property line to serve the Property on or before October 1, 2023. In addition, the City agrees to install and maintain sanitary sewer lines and a sanitary sewer pump station and force main which shall serve the Property (the sewer connection to the Property, and any offsite improvements necessary to provide service to the Property's sewer connection, including without limitation, a pump station and force main, on or before October 1, 2023.

Section 1.3 **Storm Water Detention Pond and Storm Water Easement.** The City agrees to develop, construct and maintain a storm water detention pond which shall serve the Property and other property or improvements within Gainesville 85 Business Park, and said pond to be located on City owned property in the general location shown on Exhibit "C" which is attached hereto and incorporated herein by reference. The City agrees to complete construction

of said detention pond on or before July 1, 2023 and to grant to Lot 3 Purchaser a stormwater easement and right to discharge stormwater into the pond upon completion.

ARTICLE II.

REPRESENTATIONS AND WARRANTIES

Section 2.1 **Representation and Warranties by the City.** The City makes the following representations and warranties:

(a) Organization and Authority. The City is a public body corporate and politic, created and validly existing pursuant to the Constitution and laws of the State of Georgia. The City has the power to execute and deliver this Agreement, to enter into the transactions contemplated hereby and to perform and observe its obligations contained herein in accordance with the terms thereof. The City is not in default under the laws of the State of Georgia or under the provisions of any agreement to which it is a party or by which it may be bound. By proper action, the City has duly authorized the execution and delivery of this Agreement.

(b) Agreements are Legal and Authorized. The City is not subject to any statutory or contractual limitation or provisions of any nature whatsoever which in any way limits, restricts or prevents the City from entering into or performing any of its obligations thereunder, except to the extent that such performance may be limited by bankruptcy, insolvency, reorganization or other laws affecting creditors' rights.

(c) No Defaults. No event has occurred and no condition exists with respect to the City which would constitute an event of default hereunder, under any other collateral documents of which, with the lapse of time or with the giving of notice or both, would become an event of default hereunder or under any collateral documents.

(d) Enforceability. This Agreement is a legal, valid and binding obligation of the City enforceable in accordance with its terms, except to the extent the enforceability hereof may be subject to (i) the exercise of judicial discretion in accordance with general principles of equity, and (ii) bankruptcy, insolvency, reorganization, moratorium, or other similar laws

affecting creditors' rights heretofore or hereinafter enacted to the extent constitutionally applicable.

Section 2.2 **Representation and Warranties by the Authority.** The Authority makes the following representations and warranties:

(a) Corporate Organization and Power. The Authority is a public body corporate and politic, created and validly existing under the laws of the State of Georgia, has the power to enter into this Agreement and to perform and observe its obligations contained herein in accordance with the terms hereof, and has, by proper corporate action, been duly authorized to execute, deliver and perform this Agreement in accordance with the terms hereof.

(b) Pending Litigation. There are no actions, suits, proceedings, inquiries or investigations pending, or to the knowledge of the Authority threatened, against or affecting the Authority in any court or before any governmental authority or arbitration board of tribunal which is reasonably anticipated to materially and adversely affect the transactions contemplated by this Agreement.

(c) Agreements Are Valid and Authorized. The execution and delivery by the Authority of this Agreement and the compliance by the Authority with all of the provisions hereof and thereof and the consummation of the transactions contemplated hereby and thereby (A)(i) are within the corporate power of the Authority, (ii) will not conflict with or result in any breach of any of the terms, conditions or provisions of, or constitute a default under its creation legislation, or any commitment or agreement to which the Authority is a party or by which it may be bound, or to which any of its properties may be subject, or any license, judgment, decree, law, statute, order, rule or regulation of any court or governmental agency or body having jurisdiction over the Authority or any of its activities or properties, and (iii) will not result in the creation or imposition of any prohibited lien, charge or encumbrance of any nature (other than Permitted Exceptions) whatsoever upon any of the property or assets of the Authority under the terms of any instrument or agreement; and (B) have been duly authorized by all necessary action on the part of the Authority.

(d) No Default. No event has occurred and no conditions exists with respect to the Authority that would constitute an event of default, as defined herein, under this Agreement, or which, with the lapse of time or with the giving of notice or both, would become an event of default under this Agreement.

(e) Enforceability. This Agreement is a legal, valid and binding obligation of the Authority enforceable in accordance with its terms, except to the extent the enforceability hereof may be subject to (i) the exercise of judicial discretion in accordance with general principals of equity, and (ii) bankruptcy, insolvency, reorganization, moratorium, or other similar laws affecting creditors' rights heretofore or hereinafter enacted to the extent constitutionally applicable.

ARTICLE III.

LIMITATION OF LIABILITY OF THE AUTHORITY

Section 3.1 Limitation of Liability. Notwithstanding anything to the contrary contained herein, the obligations of the Authority hereunder shall be limited obligations which shall be enforceable against the Authority solely through enforcement of performance of those obligations of Lot 3 Purchaser under the Roadway and Utility Agreement of even date herewith, between the Authority and Lot 3 Purchaser. The Roadway and Utility Agreement sets forth the covenants and obligations of the Authority and Lot 3 Purchaser hereunder, and reference is hereby made to the Roadway and Utility Agreement for a detailed statement of said covenants and obligations of Lot 3 Purchaser thereunder; and the Authority agrees that the City in the name of the Authority may enforce all rights of the Authority and all obligations of Lot 3 Purchaser under and pursuant to the Roadway and Utility Agreement, whether or not the City is in default hereunder. In addition, the obligations of the Authority under the Roadway and Utility Agreement are intended to and shall be limited obligations of the Authority enforceable solely through enforcement of performance of those obligations of the City under this Agreement, but the Authority shall have no obligation to enforce any of its rights or any of the obligations of the City hereunder or any of the obligations of Lot 3 Purchaser under the Roadway and Utility Agreement. In the Roadway and Utility Agreement the Authority has agreed that Lot 3

Purchaser in the name of the Authority may enforce all rights of the Authority and all obligations of the City under this Agreement, whether or not Lot 3 Purchaser is in default thereunder, and the City hereby consents to such grant of enforcement rights to Lot 3 Purchaser by the Authority and the right of Lot 3 Purchaser to perform the Authority's obligations to the City.

Section 3.2. The City shall indemnify, defend and hold the Authority harmless from and against all obligations of the City and of the Authority to Lot 3 Purchaser hereunder and under the Roadway and Utility Agreement.

ARTICLE IV.

DEFAULT

Section 4.1. If a party fails to fully perform any of the material terms or provisions of this Agreement, such failure shall constitute an event of default by such party under this Agreement.

Section 4.2. A defaulting party shall have thirty (30) days grace within which to cure or commence good faith cure of the above events of default from the date of notice from the other party that it intends to regard such violations as a default pursuant to this Agreement.

Section 4.3. In the event of any litigation regarding this Agreement arising between the City and the Authority, both parties do hereby mutually consent to the jurisdiction of the Superior Court of Hall County, Georgia and each party shall have the right to pursue any remedies available at law or in equity.

Section 4.4. The failure to enforce any breach of this Agreement by either party shall not constitute a waiver as to the right to require the performance of such defaulted obligation or duty required of either party pursuant to this Agreement. It is acknowledged that every obligation or duty required of either party pursuant to this Agreement shall be considered a condition of performance both as to time and substance.

ARTICLE V.

MISCELLANEOUS

Section 5.1. **Notices.** Any notice permitted to be given pursuant to this Agreement shall be in writing and delivered by United States mail, certified, postage prepaid, return receipt requested, or telecopier with receipt confirmed, or when sent by overnight express carrier (i.e. Federal Express, Express Mail) with a request that the addressee sign a receipt evidencing delivery, to the following persons at the indicated address:

To the Authority:	Gainesville and Hall County Development Authority c/o T. Treadwell Syfan, Secretary Stewart, Melvin & Frost, LLP P. O. Box 3280 Gainesville, Georgia 30503
with copy to:	[Lot 3 Purchaser] _____ _____ _____
To City:	The City of Gainesville Attention: City Manager 300 Henry Ward Way Gainesville, Georgia 30501

Either party may, at any time, designate by written notice to the other party a change in the above address, but such change shall be binding upon the person to whom it is sent only from and after the date of receipt by such person.

Section 5.2. **Waiver.** No waiver of any default by either party hereunder will be implied from any omission by either party to take action on account of such default if such default persists or is repeated, and any express waiver will be operative only for the time and to the extent therein stated. A waiver by either party of any provision hereof will not be construed as a waiver of any subsequent breach of the same provision, nor will the consent or approval by either party to or of any act by the other be deemed to waive or render unnecessary their consent or approval to or of any subsequent similar acts.

Section 5.3. **Estoppel Statements.** Each party will at any time and from time to time within fifteen (15) days after written request by the other, execute, acknowledge and delivery to the other, a written statement certifying that this Agreement is unmodified and in full force and effect if such is the fact (or, if there has been any modification thereof, stating the modification). Any such statement may be relied upon by any mortgagee or assignee of the Property.

Section 5.4. **Time.** Time is of the essence in this Agreement.

Section 5.5. **Governing Law.** This Agreement shall be subject to and governed according to the laws of the State of Georgia.

Section 5.6. **Binding Effect.** This Agreement shall be binding upon and shall inure to the benefit of the parties hereto, their respective successors, assigns or other legal representatives. Such successor in interest or assignee shall have all rights, powers and privileges conferred by this Agreement and shall be entitled to enforce the same according to the terms of this Agreement and law.

Section 5.7. **Severability.** If any portion or portions of this Agreement shall be for any reason invalid or unenforceable, the remaining portion(s) shall be valid and enforceable and carried into effect unless to do so would clearly violate the present legal and valid intention of the parties hereto.

Section 5.8 **Entire Agreement.** This Agreement (together with the Exhibits referred herein which are hereby incorporated herein by reference) contains the entire agreement between the City and the Authority relative to the roadway and utility needs of Lot 3 Purchaser, and supersedes all prior and contemporaneous negotiations, understandings and agreements, written or oral, between the parties. This Agreement shall not be amended or modified, and no waiver of any provision hereof shall be effective, unless and until set forth in a written instrument authorized and executed with the same formality as this Agreement.

Section 5.9. **Title.** The titles contained in this Agreement are inserted only for convenience and are not to be construed as a part of this Agreement or as a limitation upon the scope of the particular provisions to which they refer.

Section 5.10. Consent. Except as otherwise specifically set forth herein, (i) whenever in this Agreement the City or the Authority is required to give its consent or approval, such consent or approval shall not be unreasonably withheld, conditioned or delayed, and (ii) if no written response to a request for consent or approval is provided within ten (10) business days from the receipt of the request, then the consent shall be presumed to have been given.

Section 5.11. Scrivener of Agreement. Should any provision of this Agreement require judicial interpretation, it is agreed that the Court or arbitral tribunal interpreting or construing the same shall not apply a presumption that the terms hereof shall be more strictly construed against one party by reason of the rule of construction that a document is to be construed more strictly against the party who itself or through its agent prepared the same. It being agreed that the agents of all parties have participated in the preparation hereof.

Section 5.12. Execution in Counterparts. This Agreement may be simultaneously executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

Section 5.13. Captions. The captions and headings in this Agreement are for convenience only and in no way define, limit or describe the scope or intent of any provisions of this Agreement.

Section 5.14. Right to Information. The City, the Authority and Lot 3 Purchaser and their duly authorized agents and representatives will have the right of access to pertinent information relative to the roadway, utility, and storm water detention pond needs of Lot 3 Purchaser. Specifically, all such parties will have access to information regarding the costs, design, schedule, construction, maintenance and operation of all facilities constructed pursuant hereto or pursuant to the Roadway and Utility Agreement.

Section 5.15. Third Party Beneficiary. Lot 3 Purchaser is a third party beneficiary of this Agreement, with full rights to enforce the obligations of the City hereunder on behalf of the Authority.

(Signatures Appear on Following Page)

IN WITNESS WHEREOF, City and Authority have executed this Agreement the day and year first above written.

CITY OF GAINESVILLE, GEORGIA

By:_____
W. Samuel Couvillon, Mayor

Attest:_____
Denise O. Jordan, City Clerk

Approved as to form:

_____
Abbott S. Hayes, Jr., City Attorney

GAINESVILLE AND HALL COUNTY DEVELOPMENT AUTHORITY

By:_____
Chairman

Attest:_____
Secretary

4866-3706-6292, v. 1

EXHIBIT "A"

THIS BLOCK RESERVED FOR THE CLERK OF THE SUPERIOR COURT

LEGEND

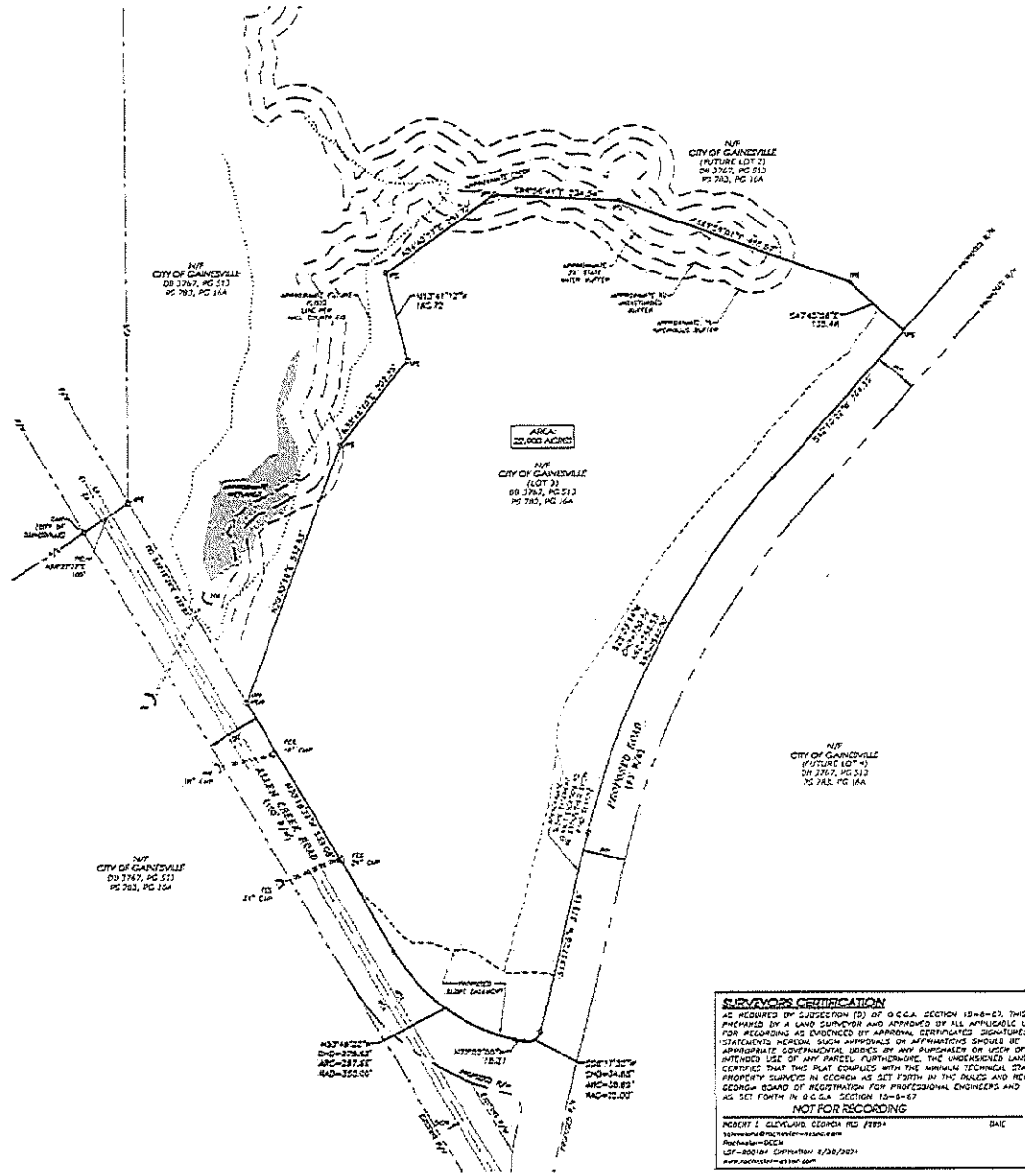
	=	CENTER LINE
	=	CONCRETE MONUMENT FOUND
	=	CONNECTED METAL PIPE
	=	IRON PIPE
	=	FIELD DIP STAKE
	=	FARMER CAL SECTION
	=	MEASURED
	=	IRON PIN SET (LITTLEHOUSE)
	=	POINT OF BEGINNING
	=	PLAT PLAN PAGE
	=	PROPERTY LINE
	=	POINT OF BEGINNING
	=	RECORD
	=	POINT OF MAP
	=	WHITE STROPING LINE
	=	WETLANDS

SURVEY NOTES

1. THE FIELD DATA DATED BETWEEN 1/15/20 & 4/28/20 UPON WHICH THIS PLAT IS BASED HAS A CLOSURE PRECISION OF ONE FOOT IN 14,888 FEET AND AN ANGULAR ERROR OF LESS THAN 01 SECOND PER ANGLE AND WAS ADJUSTED USING THE COMPASS RULE. A TRIMBLE S-SERIES ROBOTIC TOTAL STATION WAS USED FOR ANGULAR AND LINEAR MEASUREMENTS
2. THIS PLAT HAS BEEN CALCULATED FOR CLOSURE AND IS FOUND TO BE ACCURATE WITHIN ONE FOOT IN 44,888 FEET.
3. THE HORIZONTAL DATUM FOR THIS SURVEY IS THE NORTH AMERICAN DATUM OF 1983 (NAD 83) GEORGIA WEST ZONE) AS DETERMINED BY UTILIZING GPS. THE EQUIPMENT USED TO OBTAIN THIS DATA WAS A DUAL FREQUENCY TRIMBLE R-8 GNSS GPS RECEIVER WITH A TRIMBLE T2CT DATA COLLECTOR RECEIVING RTK CORRECTIONS VIA A WIRELESS NETWORK FROM NEAR STATIONS OPERATED BY TRIMBLE NAVIGATION. THE AVERAGE RELATIVE HORIZONTAL ACCURACY OBTAINED ON THE POSITIONS UTILIZED IN THE SURVEY WAS 0.01 HORIZONTAL AND VALUE WAS DERIVED FROM GPS PROCESSING SOFTWARE. THE REMAINDER OF THE FIELD WORK WAS PERFORMED WITH CONVENTIONAL EQUIPMENT AS DESCRIBED ABOVE
4. THIS SURVEY WAS PREPARED WITHOUT THE BENEFIT OF A CURRENT TITLE COMMITMENT. THEREFORE EXCEPTION IS MADE HEREIN TO ANY EASEMENTS, RESERVATIONS, RIGHTS OF WAY AND RESTRICTIONS OF RECORD WHICH MAY EXIST. FURTHERMORE, THIS PROPERTY MAY BE SUBJECT TO EASEMENTS, RESERVATIONS, RIGHTS OF WAY, OR RESTRICTIONS WHICH ARE NOT RECORDED OR NOT DISCLOSED BY THE TITLE COMMITMENT OR OTHERWISE UNKNOWN TO THE SURVEYOR, THEREFORE EXCEPTION IS TAKEN TO ANY SUCH ITEMS.
5. THE WETLANDS SHOWN ON THIS PLAT ARE UNDER THE JURISDICTION OF THE CORPS OF ENGINEERS. SAID WETLANDS WERE DELINEATED BY CONTEU ECOLOGY GROUP, LLC BUT WERE NOT FIELD LOCATED BY ROCHESTER & ASSOCIATES, INC. THE OWNERS MAY BE SUBJECT TO PENALTY OF LAW FOR DISTURBANCE OF THESE WETLAND AREAS WITHOUT PROPER AUTHORIZATION
6. NO PORTIONS OF THIS PROPERTY ARE LOCATED IN A FLOOD HAZARD ZONE PER F.E.M.A. INSURANCE RATE MAPS OF HALL COUNTY, GEORGIA MAP NO 13139C0150E HAVING DATE APRIL 4, 2014
7. ALL PROPERTY CORNERS REFERENCED AS "PIS" INDICATE A 1/2" REBAR PLACED WITH A "YELLOW PLASTIC CAP STAMPED "ROCHESTER-ASSOCIATES", UNLESS OTHERWISE NOTED
8. THIS PLAT IS FOR THE EXCLUSIVE USE OF THE ENTITIES SHOWN HEREON AND USE BY THIRD PARTIES IS AT THEIR SOLE RISK
9. ALL DISTANCES ARE SHOWN ARE HORIZONTAL GROUND DISTANCES IN U.S. SURVEY FEET (39.37 INCHES = 1 METER)
10. BUFFERS AND CREEK LOCATIONS SHOWN HEREON WERE TAKEN FROM DESIGN PLANS BY ROCHESTER & ASSOCIATES.

REFERENCES

1. PLAT BOOK 763, PAGE 16A
2. DEED BOOK 3767 PAGE 513
3. DIVISION OF A PARENT TRACT SURVEY FIELD CITY OF GAINESVILLE 1781 SW FULKNIDER ROAD PREPARED BY ROCHESTER & ASSOCIATES AND BEARING THE SEAL OF RICHARD E. WILLIAMS, DATED 1/13/2020



PRELIMINARY

SURVEYOR'S CERTIFICATION

AS REQUIRED BY SUBSECTION (D) OF O.C.G.A. SECTION 15-6-67, THIS PLAT HAS BEEN PREPARED BY A LAND SURVEYOR AND APPROVED BY ALL APPLICABLE LOCAL JURISDICTIONS FOR RECORDING AS EVIDENCED BY APPROVAL CERTIFICATES, SIGNATURES, STAMPS, OR STATEMENTS HEREON. SUCH APPROVALS OR AFFIRMATIONS SHOULD BE CONFIRMED WITH THE APPROPRIATE GOVERNMENTAL BODIES BY ANY PURCHASER OR USER OF THIS PLAT AS TO INTENDED USE OF ANY PARCEL. FURTHERMORE, THE UNDERSIGNED LAND SURVEYOR CERTIFIES THAT THIS PLAT COMPLIES WITH THE MINIMUM TECHNICAL STANDARDS FOR PROPERTY SURVEYS IN GEORGIA AS SET FORTH IN THE RULES AND REGULATIONS OF THE GEORGIA BOARD OF REGISTRATION FOR PROFESSIONAL ENGINEERS AND LAND SURVEYORS AND AS SET FORTH IN O.C.G.A. SECTION 15-6-67

NOT FOR RECORDING

ROBERT E. CLEVELAND, GEORGIA REG. #3894 DATE
bclevelandr@rochester-assoc.com
Rochester-GCCM
LSF-000184 EXPIRATION 6/30/2024
www.rochester-assoc.com

Rochester | GCCM
Rochester and Associates, LLC
425 Oak St NW, Gainesville, GA 30501
770.535.5100 | www.rochester-assoc.com

DIVISION OF A PARENT TRACT FOR
CITY OF GAINESVILLE
LOT 3
LOT 3
CITY OF GAINESVILLE HALL COUNTY, GEORGIA

REVISIONS		
	DATE	

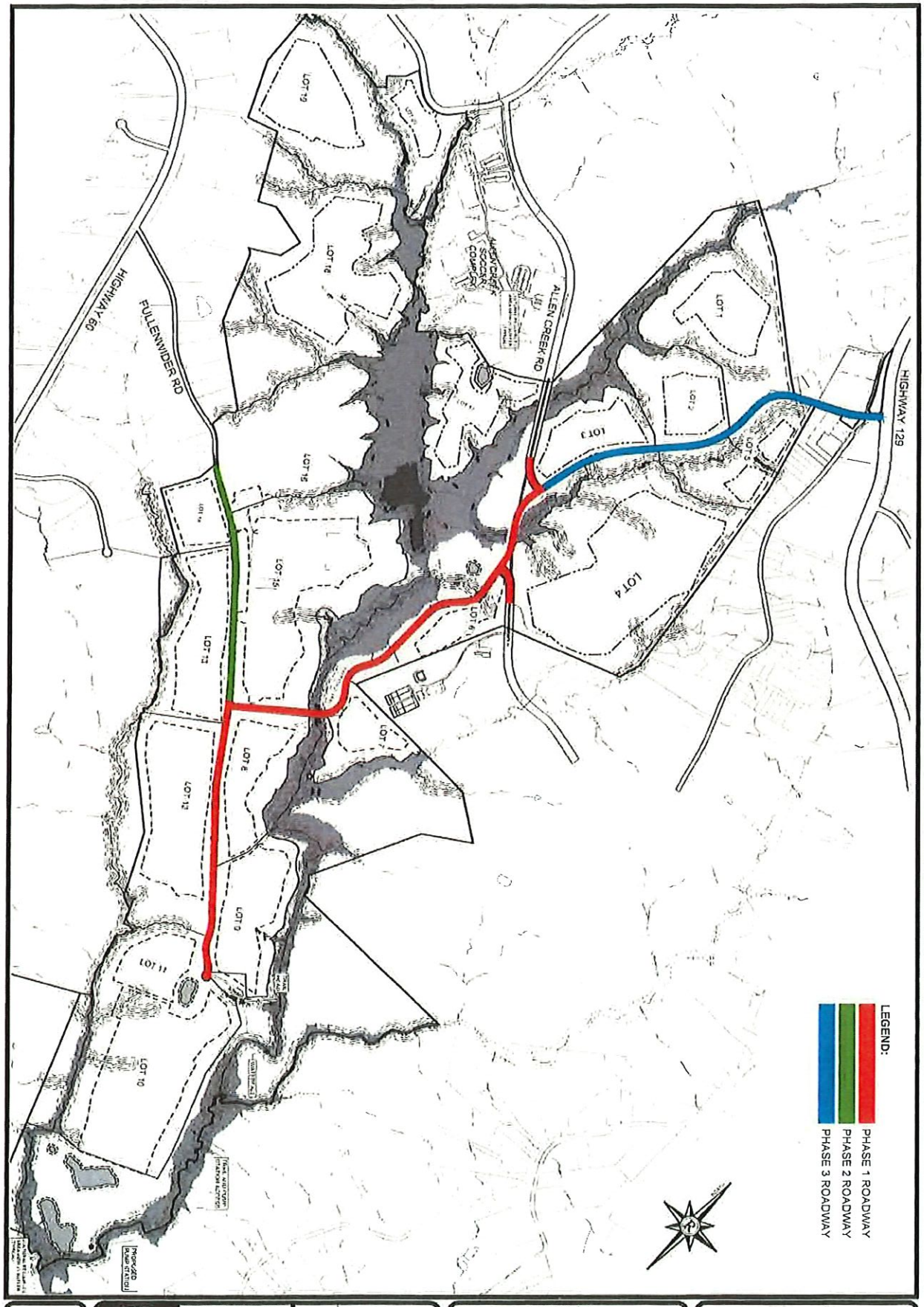
Graphic Scale 1" = 100'

GEORGIA PRELIMINARY

SHEET 1 OF 1

DATE: 1/15/20
JOB NO. 5212.01
DRAWN BY: GA
CHECKED BY: REC

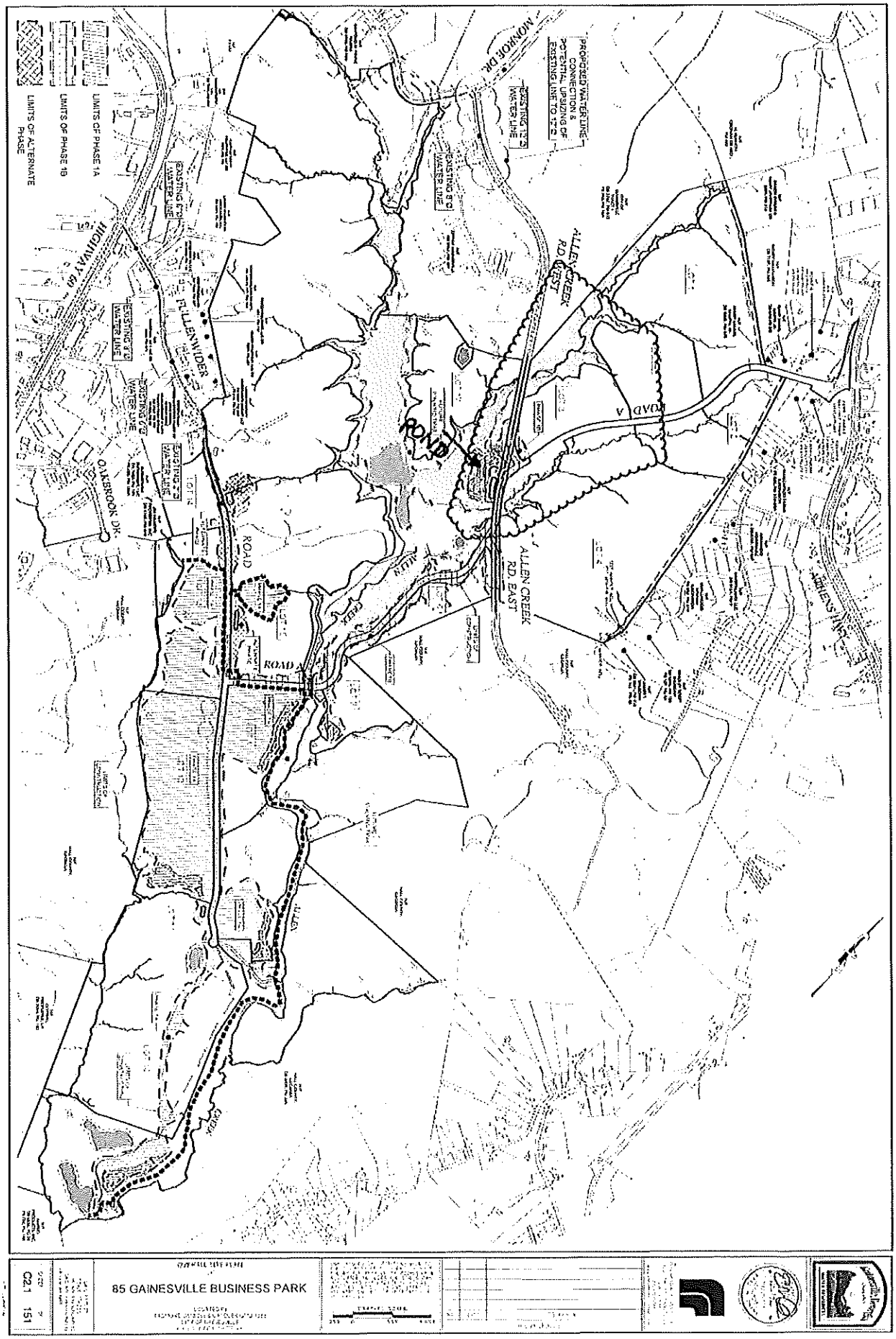
EXHIBIT "B"



PHASING PLAN
FOR
85 GAINESVILLE BUSINESS PARK
LAND LOT/DISTRICT
CITY OF GAINESVILLE
HALL COUNTY, GEORGIA

Rochester & Associates, Inc.
425 Oak Street N.W. • Gainesville, Georgia 30501
(770)718.0600 (770)718.9090 Fax • www.rochester-assoc.com

EXHIBIT "C"


LIMITS OF ALTERNATE PHASE
LIMITS OF PHASE 1B
LIMITS OF PHASE 1A
HIGHWAY 18
EXISTING 8" WATER LINE
EXISTING 12" WATER LINE
EXISTING 6" WATER LINE
EXISTING 12" WATER LINE
EXISTING 8" WATER LINE
EXISTING 12" WATER LINE
PROPOSED WATER LINE CONNECTION & POTENTIAL UPSIZING OF EXISTING LINE TO 12"
MONROE DR.
ALLENWIDER RD.
OAKBROOK DR.
ROAD A
ROAD B
ALLEN CREEK RD. WEST
ALLEN CREEK RD. EAST
ROAD A
ROAD B
ROAD A
ATHENS HWY.
85 GAINESVILLE BUSINESS PARK
C2.1
151

CITY OF GAINESVILLE

Mayor/Council Agenda Request

Item Created: September 29, 2022

Date Submitted: September 29, 2022

Final Approval Date: October 3, 2022

Presenter: Bryan Lackey, City Manager

Item of Business: BR-2022-60 Site Development Intergovernmental Agreement with Gainesville and Hall County Development Authority and Letter from LPC Acquisition Company Regarding Marketing and Sale of Real Property Known as Lot 12 in Gainesville 85 Business Park

Meeting Date: October 4, 2022

Purpose of Request:
The purpose of this request is to authorize the execution of the Site Development Intergovernmental Agreement and other associated documents.

Facts & Issues / History & Background:

Department Recommendation:
Adopt the resolution.

Department Director:
Bryan Lackey

If funding is involved, are funds approved within the current budget? No

Amount Requested:

Sources of Funds:

Finance Comments:

Administrative Comments:

Attachments:

1. BR-2022-60 IGA with G-HC Development Authority and Letter from LPC Acquisition Company Regarding Marketing and Sale of Real Property Known as Lot 12
2. Attachment: Gainesville 85 Business Park Gainesville Development Authority IGA LPC Lot 12 IGA
3. Attachment: Gainesville 85 Business Park Gainesville Development Authority IGA LPC Lot 12 Letter

RESOLUTION BR-2022-60

SITE DEVELOPMENT INTERGOVERNMENTAL AGREEMENT WITH GAINESVILLE AND HALL COUNTY DEVELOPMENT AUTHORITY AND LETTER FROM LPC ACQUISITION COMPANY REGARDING MARKETING AND SALE OF REAL PROPERTY KNOWN AS LOT 12 IN GAINESVILLE 85 BUSINESS PARK

WHEREAS, the City of Gainesville ("the City") and the Gainesville and Hall County Development Authority ("the Authority") wish to provide economic opportunities for the citizens of Gainesville and Hall County through the development of a business park and to provide for the marketing and sale of real property by the Authority; and

WHEREAS, on March 15, 2022, by BR-2022-13, the City approved a Site Development Intergovernmental Agreement relating to Lot 12 in the business park; and

WHEREAS, on September 6, 2022, by BR-2022-52, the City approved a Site Development Intergovernmental Agreement relating to Lot 12 in the business park; and

WHEREAS, the Authority has worked with a purchaser, LPC Acquisition Company, LLC to further define responsibilities relating to construction within the business park; and

WHEREAS, the City and the Authority desire to enter into the Site Development Intergovernmental Agreement and letter from LPC Acquisition Company, LLC attached hereto to set forth the duties and responsibilities of the City and the Authority as to real property available for sale for business development, including the development of a business park.; and

NOW, THEREFORE, BE IT RESOLVED THAT the governing body of the City of Gainesville hereby authorizes the Mayor, City Manager and/or City Attorney to execute documents in substantially the same form as the Site Development Intergovernmental Agreement and letter from LPC Acquisition Company, LLC attached hereto, and any other documents necessary to effectuate the provisions of the attached Intergovernmental Agreement and letter.

Adopted this _____ day of _____, 2022.

_____
W. Samuel Couvillon, Mayor

This is to certify that I am City Clerk of the City of Gainesville. As such, I keep its official records, including its minutes. In that capacity, my signature below certifies this resolution was adopted as stated and will be recorded in the official minutes.

ATTEST:

_____
Denise O. Jordan, City Clerk

SITE DEVELOPMENT INTERGOVERNMENTAL AGREEMENT
(Lot 12)

THIS AGREEMENT is made as of the ____ day of _____, 2022 (hereinafter this "Agreement"), by and between the **CITY OF GAINESVILLE, GEORGIA** (the "City") and the **GAINESVILLE AND HALL COUNTY DEVELOPMENT AUTHORITY** (the "Authority").

WHEREAS, the Authority has agreed to convey to [LPC Acquisition Company, LLC], and its successors and assigns ("Lot 12 Purchaser") that certain property, more particularly described on Exhibit "A" hereto (the "Property"), pursuant to that certain Agreement for the Purchase and Sale of Real Property (the "Purchase and Sale Agreement"), dated April 14, 2022, between the Authority and Lot 12 Purchaser;

WHEREAS, the Authority and Lot 12 Purchaser have provided in the Purchase and Sale Agreement that the Authority shall sell and Lot 12 Purchaser shall purchase the Property for the purposes of constructing an industrial/distribution facility to be located on the Property (the "Facility");

WHEREAS, Lot 12 Purchaser requires certain roadway access and utility access to ensure the proper functioning of the Facility;

WHEREAS, the City of Gainesville, Georgia (the "City") has agreed to build public roads to the Facility, which shall provide access to State Highway 129, at its sole cost and expense, and to cause the installation of utilities, including but not limited to, water and sewer service, all of which are necessary for operation of the Facility;

WHEREAS, Lot 12 Purchaser and the Authority plan to enter into an agreement (the "Roadway and Utility Agreement") to more definitively set forth the City's and Lot 12 Purchaser's rights and obligations regarding the future extension of roadways to the Facility which shall provide access to State Highway 129 and the installation of utilities, including but not limited to water and sewer service, all for the operation of the Facility;

WHEREAS, contemporaneously with the execution of the Roadway and Utility Agreement, the City and the Authority intend to enter into this Agreement;

NOW, THEREFORE, in consideration of the mutual covenants contained herein, the parties hereto hereby agree as follows:

ARTICLE I.

ROAD AND UTILITIES

Section 1.1 **Road.** The City agrees that it shall, at its sole cost and expense, improve, develop, construct, and maintain a public roadway to include Fulenwider Road and connecting it to Allen Creek Road (as further described in the Phase 1 and Phase 2 Roadway Plan shown on **Exhibit "B"** attached hereto and incorporated herein) and to include the roadway commonly known as the "Phase 3 Road" (as further described on the Phase 3 Roadway Plan shown on **Exhibit "B"** attached hereto and incorporated herein) and connecting it to State Highway 129 (the "Highway Intersection"). Said roads shall be constructed to commercial/industrial standards and to accommodate heavy truck traffic between Allen Creek Road and the Property, and between the Phase 3 Road and the Property in substantial compliance with plans prepared by Rochester and Associates for the City of Gainesville dated January 25, 2021. The City agrees to make best efforts to fully signalize the Highway Intersection, pending the approval and issuance of any applicable approvals and traffic warrants by the Georgia Department of Transportation. The City agrees to bear the sole responsibility for all construction and maintenance costs associated with Fulenwider Road and connecting it to Allen Creek Road, as well as all construction and maintenance costs associated with the Phase 3 Road and connecting it to State Highway 129. The City agrees that it shall complete construction of Fulenwider Road on or before August 31, 2023 and shall complete construction of the Phase 3 Road on or before the date which is thirty-six (36) months after the Closing Date (as defined in the Purchase and Sale Agreement). The City also agrees to allow Lot 12 Purchaser four curb cuts on Fulenwider Road where it adjoins the Property.

Section 1.2 **Utilities.** The City agrees to install or cause to be installed, at its sole cost and expense, adequate water lines, electrical lines, natural gas lines and fiber (communication) (collectively, the "Utility Improvements") to serve the Property on or before July 1, 2023. In

addition, the City agrees to install and maintain, at its sole cost and expense, sanitary sewer lines, a sanitary sewer pump station, and force main which shall serve the Property (the sewer connection to the Property, and any offsite improvements necessary to provide service to the Property's sewer connection, including, without limitation, a pump station and force main, hereinafter called the "Permanent Sewer Improvements") on or before October 1, 2023. In the event that the Permanent Sewer Improvements are not completed and connected to the City's permanent sewer system and fully operable in order to serve the Facility by the time construction of the Facility is completed, the City agrees, at its sole cost and expense, to design, install and implement a temporary sewer system (the "Temporary System") adequate to meet the needs of the Facility, until the Permanent Sewer Improvements are fully complete, operational, and connected to the Property. The Temporary System shall be fully functional prior to the time construction of the Facility is complete. The Temporary System shall remain in operation until such time as the Permanent Sewer Improvements are connected to the City's permanent sewer system that serves the Facility. The Temporary System shall be constructed on the City's property and only the service lines necessary to connect the Temporary System to the Facility shall be constructed on the Property.

ARTICLE II.

REPRESENTATIONS AND WARRANTIES

Section 2.1 **Representation and Warranties by the City.** The City makes the following representations and warranties:

(a) Organization and Authority. The City is a public body corporate and politic, created and validly existing pursuant to the Constitution and laws of the State of Georgia. The City has the power to execute and deliver this Agreement, to enter into the transactions contemplated hereby and to perform and observe its obligations contained herein in accordance with the terms thereof. The City is not in default under the laws of the State of Georgia or under the provisions of any agreement to which it is a party or by which it may be bound. By proper action, the City has duly authorized the execution and delivery of this Agreement.

(b) Agreements are Legal and Authorized. The City is not subject to any statutory or contractual limitation or provisions of any nature whatsoever which in any way limits, restricts

or prevents the City from entering into or performing any of its obligations thereunder, except to the extent that such performance may be limited by bankruptcy, insolvency, reorganization or other laws affecting creditors' rights.

(c) No Defaults. No event has occurred and no condition exists with respect to the City which would constitute an event of default hereunder, under any other collateral documents of which, with the lapse of time or with the giving of notice or both, would become an event of default hereunder or under any collateral documents.

(d) Enforceability. This Agreement is a legal, valid and binding obligation of the City enforceable in accordance with its terms, except to the extent the enforceability hereof may be subject to (i) the exercise of judicial discretion in accordance with general principles of equity, and (ii) bankruptcy, insolvency, reorganization, moratorium, or other similar laws affecting creditors' rights heretofore or hereinafter enacted to the extent constitutionally applicable.

Section 2.2 Representation and Warranties by the Authority. The Authority makes the following representations and warranties:

(a) Corporate Organization and Power. The Authority is a public body corporate and politic, created and validly existing under the laws of the State of Georgia, has the power to enter into this Agreement and to perform and observe its obligations contained herein in accordance with the terms hereof, and has, by proper corporate action, been duly authorized to execute, deliver and perform this Agreement in accordance with the terms hereof.

(b) Pending Litigation. There are no actions, suits, proceedings, inquiries or investigations pending, or to the knowledge of the Authority threatened, against or affecting the Authority in any court or before any governmental authority or arbitration board of tribunal which is reasonably anticipated to materially and adversely affect the transactions contemplated by this Agreement.

(c) Agreements Are Valid and Authorized. The execution and delivery by the Authority of this Agreement and the compliance by the Authority with all of the provisions hereof and thereof and the consummation of the transactions contemplated hereby and thereby

(A)(i) are within the corporate power of the Authority, (ii) will not conflict with or result in any breach of any of the terms, conditions or provisions of, or constitute a default under its creation legislation, or any commitment or agreement to which the Authority is a party or by which it may be bound, or to which any of its properties may be subject, or any license, judgment, decree, law, statute, order, rule or regulation of any court or governmental agency or body having jurisdiction over the Authority or any of its activities or properties, and (iii) will not result in the creation or imposition of any prohibited lien, charge or encumbrance of any nature (other than Permitted Exceptions) whatsoever upon any of the property or assets of the Authority under the terms of any instrument or agreement; and (B) have been duly authorized by all necessary action on the part of the Authority.

(d) No Default. No event has occurred and no conditions exists with respect to the Authority that would constitute an event of default, as defined herein, under this Agreement, or which, with the lapse of time or with the giving of notice or both, would become an event of default under this Agreement.

(e) Enforceability. This Agreement is a legal, valid and binding obligation of the Authority enforceable in accordance with its terms, except to the extent the enforceability hereof may be subject to (i) the exercise of judicial discretion in accordance with general principals of equity, and (ii) bankruptcy, insolvency, reorganization, moratorium, or other similar laws affecting creditors' rights heretofore or hereinafter enacted to the extent constitutionally applicable.

ARTICLE III.

LIMITATION OF LIABILITY OF THE AUTHORITY

Section 3.1 Limitation of Liability. Notwithstanding anything to the contrary contained herein, the obligations of the Authority hereunder shall be limited obligations which shall be enforceable against the Authority solely through enforcement of performance of those obligations of Lot 12 Purchaser under the Roadway and Utility Agreement of even date herewith, between the Authority and Lot 12 Purchaser. The Roadway and Utility Agreement sets forth the covenants and obligations of the Authority and Lot 12 Purchaser hereunder, and reference is hereby made to the Roadway and Utility Agreement for a detailed statement of said

covenants and obligations of Lot 12 Purchaser thereunder. The Authority agrees that the City, in the name of the Authority, may enforce all rights of the Authority and all obligations of Lot 12 Purchaser under and pursuant to the Roadway and Utility Agreement, whether or not the City is in default hereunder. In addition, the obligations of the Authority under the Roadway and Utility Agreement are intended to and shall be limited obligations of the Authority enforceable solely through enforcement of performance of those obligations of the City under this Agreement, but the Authority shall have no obligation to enforce any of its rights or any of the obligations of the City hereunder or any of the obligations of Lot 12 Purchaser under the Roadway and Utility Agreement. In the Roadway and Utility Agreement, the Authority has agreed that Lot 12 Purchaser, in the name of the Authority, may enforce all rights of the Authority and all obligations of the City under this Agreement, whether or not Lot 12 Purchaser is in default thereunder, and the City hereby consents to such grant of enforcement rights to Lot 12 Purchaser by the Authority and the right, but not the obligation, of Lot 12 Purchaser to perform the Authority's obligations to the City.

Section 3.2. **Indemnity.** The City shall indemnify, defend and hold the Authority harmless from and against all obligations of the City and of the Authority to Lot 12 Purchaser hereunder and under the Roadway and Utility Agreement.

ARTICLE IV.

DEFAULT

Section 4.1. **Default**. If a party fails to fully perform any of the material terms or provisions of this Agreement, such failure shall constitute an event of default by such party under this Agreement.

Section 4.2. **Remedies**. A defaulting party shall have a thirty (30) day notice and cure period within which to cure or commence a good faith cure of the event of default from the date of written notice from the other party that it intends to regard such violations as a default pursuant to this Agreement. In the event of any litigation arising out of this Agreement, the prevailing party shall be entitled to reasonable attorneys' fees and costs actually incurred.

Section 4.3. **Venue.** In the event of any litigation regarding this Agreement arising between the City and the Authority, both parties do hereby mutually consent to the jurisdiction of the Superior Court of Hall County, Georgia.

Section 4.4. **No Waiver.** The failure to enforce any breach of this Agreement by either party shall not constitute a waiver as to the right to require the performance of such defaulted obligation or duty required of either party pursuant to this Agreement. It is acknowledged that every obligation or duty required of either party pursuant to this Agreement shall be considered a condition of performance both as to time and substance.

ARTICLE V.

MISCELLANEOUS

Section 5.1. **Notices.** Any notice permitted to be given pursuant to this Agreement shall be in writing and delivered by United States mail, certified, postage prepaid, return receipt requested, or telecopier with receipt confirmed, or when sent by overnight express carrier (i.e. Federal Express, Express Mail) with a request that the addressee sign a receipt evidencing delivery, to the following persons at the indicated address:

To the Authority:	Gainesville and Hall County Development Authority c/o T. Treadwell Syfan, Secretary Stewart, Melvin & Frost, LLP P. O. Box 3280 Gainesville, Georgia 30503
with copy to:	[LPC Acquisition Company, LLC] c/o Logistics Property Company, LLC 1 N. Wacker, Suite 1925 Chicago, IL 60606 Attn.: _____
To City:	The City of Gainesville Attention: City Manager 300 Henry Ward Way Gainesville, Georgia 30501

Either party may, at any time, designate by written notice to the other party a change in the above address, but such change shall be binding upon the person to whom it is sent only from and after the date of receipt by such person.

Section 5.2. **Waiver.** No waiver of any default by either party hereunder will be implied from any omission by either party to take action on account of such default if such default persists or is repeated, and any express waiver will be operative only for the time and to the extent therein stated. A waiver by either party of any provision hereof will not be construed as a waiver of any subsequent breach of the same provision, nor will the consent or approval by either party to or of any act by the other be deemed to waive or render unnecessary their consent or approval to or of any subsequent similar acts.

Section 5.3. **Estoppel Statements.** Each party will at any time and from time to time within fifteen (15) days after written request by the other, execute, acknowledge and deliver to the other, a written statement certifying that this Agreement is unmodified and in full force and effect if such is the fact (or, if there has been any modification thereof, stating the modification). Any such statement may be relied upon by any mortgagee or assignee of the Property.

Section 5.4. **Time.** Time is of the essence in this Agreement.

Section 5.5. **Governing Law.** This Agreement shall be subject to and governed according to the laws of the State of Georgia.

Section 5.6. **Binding Effect.** This Agreement shall be binding upon and shall inure to the benefit of the parties hereto, their respective successors, assigns or other legal representatives. Such successor in interest or assignee shall have all rights, powers and privileges conferred by this Agreement and shall be entitled to enforce the same according to the terms of this Agreement and law.

Section 5.7. **Severability.** If any portion or portions of this Agreement shall be for any reason invalid or unenforceable, the remaining portion(s) shall be valid and enforceable and carried into effect unless to do so would clearly violate the present legal and valid intention of the parties hereto.

Section 5.8 **Entire Agreement.** This Agreement (together with the Exhibits referred to herein which are hereby incorporated herein by reference) contains the entire agreement between the City and the Authority relative to the roadway and utility needs of Lot 12 Purchaser, and supersedes all prior and contemporaneous negotiations, understandings and agreements, written or oral, between the parties. This Agreement shall not be amended or modified, and no waiver of any provision hereof shall be effective, unless and until set forth in a written instrument authorized and executed with the same formality as this Agreement.

Section 5.9. **Title.** The titles contained in this Agreement are inserted only for convenience and are not to be construed as a part of this Agreement or as a limitation upon the scope of the particular provisions to which they refer.

Section 5.10. **Consent.** Except as otherwise specifically set forth herein, (i) whenever in this Agreement the City or the Authority is required to give its consent or approval, such consent or approval shall not be unreasonably withheld, conditioned or delayed, and (ii) if no written response to a request for consent or approval is provided within ten (10) business days from the receipt of the request, then the consent shall be presumed to have been given.

Section 5.11. **Scrivener of Agreement.** Should any provision of this Agreement require judicial interpretation, it is agreed that the court or arbitral tribunal interpreting or construing the same shall not apply a presumption that the terms hereof shall be more strictly construed against one party by reason of the rule of construction that a document is to be construed more strictly against the party who itself or through its agent prepared the same. It being agreed that the agents of all parties have participated in the preparation hereof.

Section 5.12. **Execution in Counterparts.** This Agreement may be simultaneously executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

Section 5.13. **Reserved.**

Section 5.14. **Right to Information.** The City, the Authority and Lot 12 Purchaser and their duly authorized agents and representatives will have the right of access to pertinent information relative to the roadway, utility, and storm water detention pond needs of Lot 12

Purchaser. Specifically, all such parties will have access to information regarding the costs, design, schedule, construction, maintenance and operation of all facilities constructed pursuant hereto or pursuant to the Roadway and Utility Agreement.

Section 5.15. Third Party Beneficiary. Lot 12 Purchaser is a third-party beneficiary of this Agreement, with full rights to enforce the obligations of the City hereunder on behalf of the Authority. For the avoidance of doubt, should the City default on any of its obligations under this Agreement, Lot 12 Purchaser shall have the right to exercise any or all of the rights and remedies afforded to the Authority under this Agreement.

(Signatures Appear on Following Pages)

IN WITNESS WHEREOF, City and Authority have executed this Agreement the day and year first above written.

CITY OF GAINESVILLE, GEORGIA

By:_____
Mayor

Attest:_____
City Clerk

Approved as to form:

_____
Abbott S. Hayes, Jr., City Attorney

GAINESVILLE AND HALL COUNTY DEVELOPMENT AUTHORITY

By:_____
Chairman

Attest:_____
Secretary

Exhibit A
Lot 12 on plat

FINAL SUBDIVISION PLAT

FOR

GAINESVILLE 85 BUSINESS PARK

BEING LOTS 12-14 AND FULLENWIDER ROAD

OWNER & DEVELOPER:
CITY OF GAINESVILLE
300 HENRY WARD WAY
GAINESVILLE, GA 30501
770-535-2405

ENGINEERING CONTACT:
ROCHESTER & ASSOCIATES, LLC
ERIC CHINI, P.E.
SENIOR PROJECT MANAGER
(770) 718-0500

24 HOUR CONTACT:
BARCLAY FOUTS
678-253-4111
bfouts@gainesvillega.gov

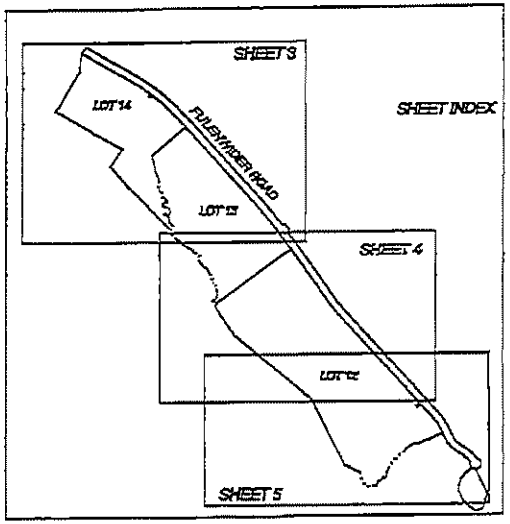
SURVEY CONTACT:
ROCHESTER & ASSOCIATES, LLC
RICHARD E. MILLARD
SURVEYOR OF RECORD
(770) 718-0500

LOCATED IN

CANDLER G.M.D. 1385
CITY OF GAINESVILLE
HALL COUNTY, GEORGIA

PROPOSED DEVELOPMENT BY:
CITY OF GAINESVILLE

Rochester
DCCM
425 Oak St NW, Gainesville, GA 30501
770.718.0500 p | 770.718.9080 f
rochester-assoc.com



OWNER'S CERTIFICATE

SURVEY REFERENCES

SURVEY NOTES

LOT ACREAGE

A PORTION OF
TAX PARCEL 15025 000157
ZONED: PUDc
G190016.IND.03
6/17/22

SURVEYOR'S CERTIFICATE

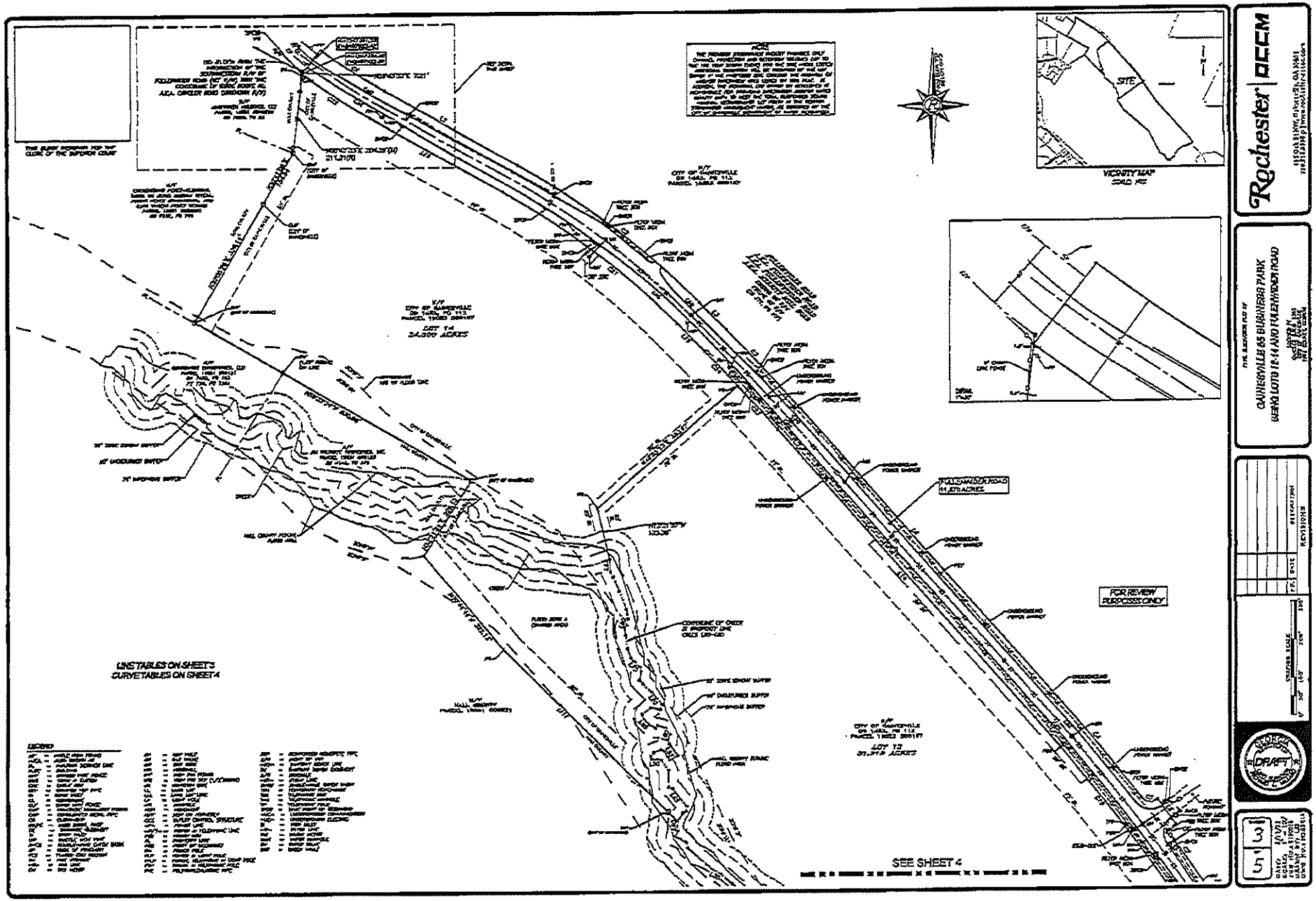
SURVEYOR'S CERTIFICATION

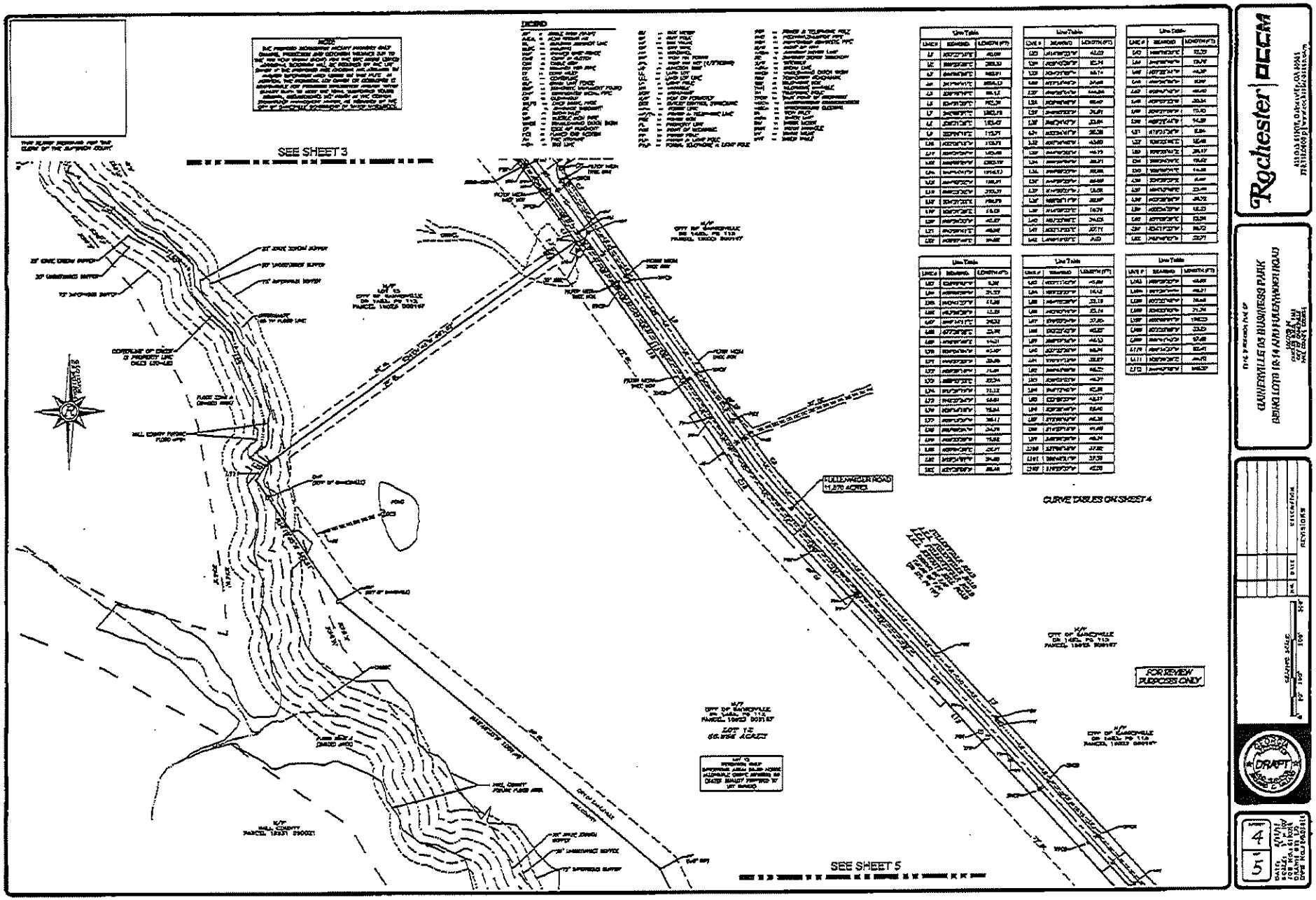
DRAFT

NO.	DATE	DESCRIPTIONS

REVISIONS

SHEET 1 OF 5


Rochester | BCCM
CLARKSVILLE 65 BUSINESS PARK
BEING LOTS 12-14 AND FOLEY HOWER ROAD
VICINITY MAP
SITE
FOR REVIEW PURPOSES ONLY
DRAFT
LINE TABLES ON SHEET 3
CURVE TABLES ON SHEET 4
SEE SHEET 4
LOT 14
LOT 13
FOLEY HOWER ROAD


SEE SHEET 3
SEE SHEET 5
CURVE TABLES ON SHEET 4
FOR REVIEW PURPOSES ONLY
Rochester
DRAFT

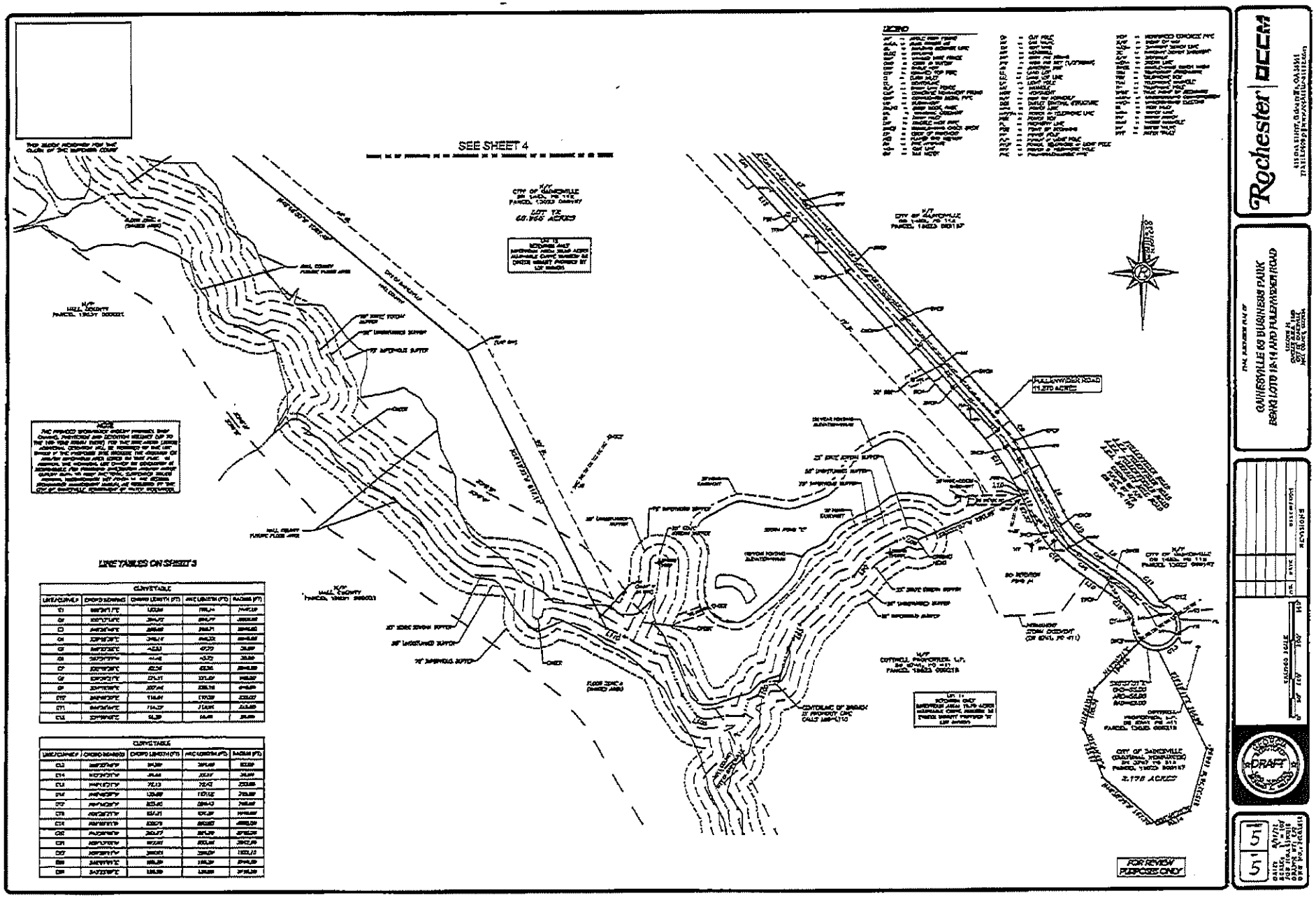
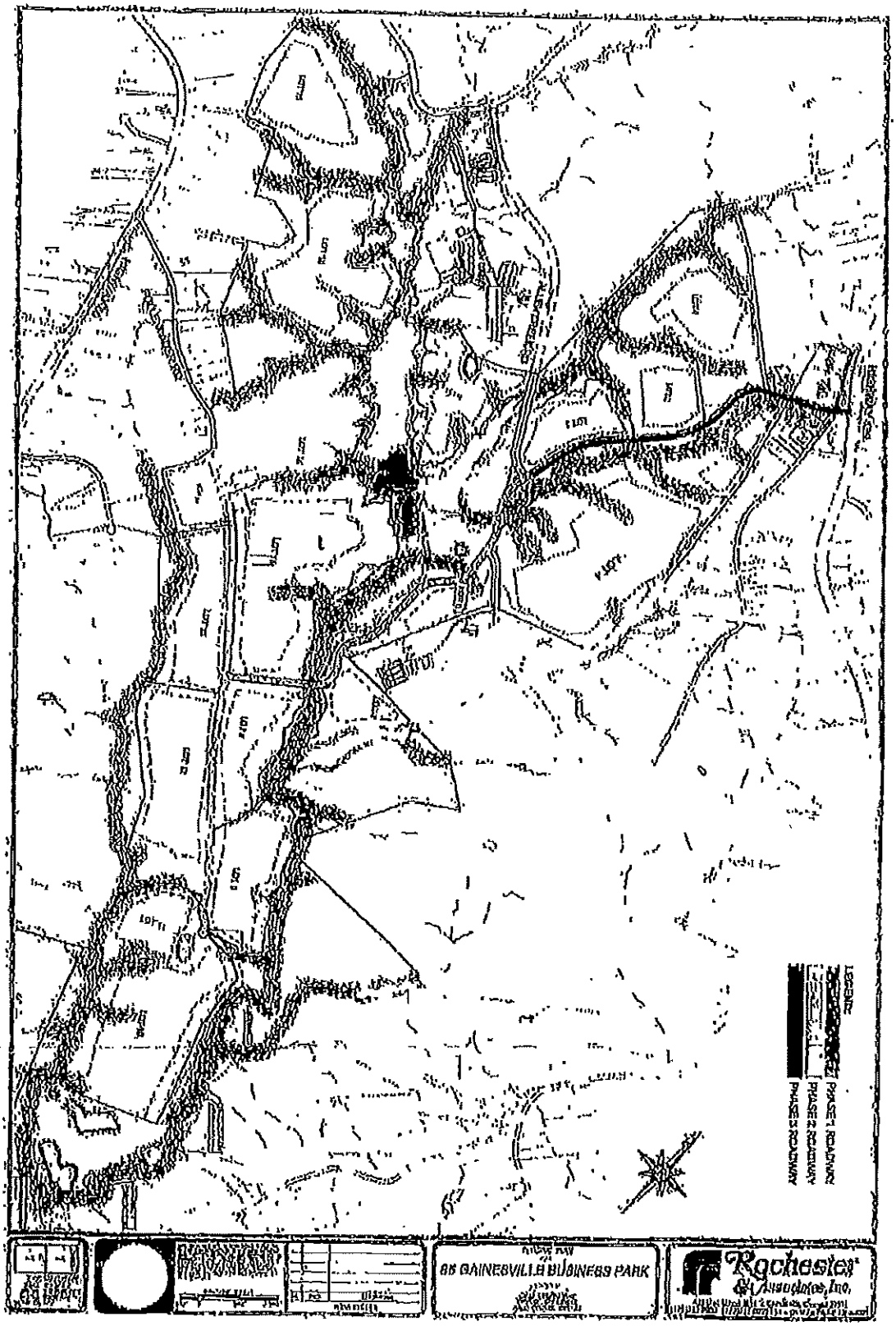

SEE SHEET 4
LINE TABLES ON SHEET 3
FOR REVIEW PURPOSES ONLY
Rochester
DRAFT

EXHIBIT "B"


LEGEND
PHASE 3 ROADWAY
PHASE 2 ROADWAY
PHASE 1 ROADWAY
86 GAINESVILLE BUSINESS PARK
Rochester & Associates, Inc.

LPC ACQUISITION COMPANY, LLC
1 N. WACKER, SUITE 1925
CHICAGO, ILLINOIS 60606

_____, 2022

City of Gainesville, Georgia ("**Declarant**")
P. O. Box 2496
Gainesville, GA 30503
Attention: Bryan Lackey, City Manager
Abbott S. Hayes, Jr., City Attorney

RE: Declaration of Covenants, Restrictions and Easements for Gainesville 85 Business Park recorded February 4, 2021 in Deed Book 8720, Page 651, Official Records of the Office of the Clerk of the Superior Court of Hall County, Georgia, as amended by that certain First Amendment and Supplement to Declaration of Covenants, Restrictions and Easements for Gainesville 85 Business Park recorded July 25, 2022 in Deed Book 9167, Page 756, aforesaid records (as amended, collectively, the "**Declaration**")

Messrs. Lackey and Hayes:

This letter shall serve as confirmation of the intent and understanding between the Declarant and LPC Acquisition Company, LLC, its successors and assigns (collectively, "**LPC**"). Reference is made to that certain Agreement of Purchase and Sale and Joint Escrow Instructions (the "**Purchase Agreement**") by and between the Gainesville and Hall County Development Authority (the "**Development Authority**") and LPC dated April 14, 2022, for the purchase of Lot 12 in the Gainesville 85 Business Park, Hall County, Georgia (the "**Property**").

Pursuant to Section 21(b) of the Purchase Agreement, the Development Authority and LPC have stipulated that the Outside Construction Commencement Date (as defined in the Purchase Agreement) shall occur no later than twenty-four (24) months after the date of Closing (as defined in the Purchase Agreement). Section 17 of the Declaration provides that any Owner (as that term is defined in the Declaration) must commence construction and completion of the proposed Improvements within twelve (12) months after the date of approval or in accordance with the plans submitted and approved by the Development Review Committee under the Declaration.

Declarant hereby stipulates and agrees that LPC shall have a period of twenty-four (24) months from the date the Property is conveyed to LPC in which to commence construction of the proposed Improvements (as defined in the Declaration) on the Property, and LPC shall not be in default under the Declaration if said Improvements are not completed within twelve (12) months following the approval of its plans by the Development Review Committee.

Please memorialize your understanding and confirmation of this stipulation by signing and returning this letter to the undersigned. This letter shall inure to the benefit of LPC any successors and assigns of Declarant, LPC, and any lender of LPC.

Sincerely,

LPC ACQUISITION COMPANY, LLC,
a Delaware limited liability company

By: Logistics Property Company, LLC
a Delaware limited liability company,
Its sole member and managing member

By: _____
James G. Martell
Chief Executive Officer

Agreed to and accepted by Declarant
as of _____, 2022:

DECLARANT:

CITY OF GAINESVILLE

By: _____
Bryan Lackey, City Manager

Attest: _____
Denise O. Jordan, City Clerk

[Affix City Seal]

Approved as to form:

By: _____
Abbott S. Hayes, Jr., City Attorney

CITY OF GAINESVILLE

Mayor/Council Agenda Request

Item Created:	September 29, 2022
Date Submitted:	September 29, 2022
Final Approval Date:	October 3, 2022
Presenter:	Bryan Lackey, City Manager
Item of Business:	BR-2022-61 Dedication of New Southeastern Portion of Allen Creek Road Right-of-Way to the Use and Enjoyment of the Public
Meeting Date:	October 4, 2022

Purpose of Request:
The purpose of this request is to dedicate right-of-way for the construction of the new southeastern portion of Allen Creek Road.

Facts & Issues / History & Background:
The new southeastern portion of Allen Creek Road shall be constructed and maintained by the City as a public road.

Department Recommendation:
Adopt the resolution.

Department Director:
Bryan Lackey

If funding is involved, are funds approved within the current budget? No

Amount Requested: **Sources of Funds:**

Finance Comments:

Administrative Comments:

Attachments:

1. BR-2022-61 Dedication of New Southeastern Portion of Allen Creek Road Right-of-Way to the Use and Enjoyment of the Public
2. Exhibit: Allen Creek Road Caldwell Business Park Exhibit A

RESOLUTION BR-2022-61

DEDICATION OF NEW SOUTHEASTERN PORTION OF ALLEN CREEK ROAD RIGHT-OF-WAY TO THE USE AND ENJOYMENT OF THE PUBLIC

WHEREAS, the City of Gainesville (the "City") wishes to relocate the Southeastern portion of Allen Creek Road in order to better serve the citizens of the City of Gainesville; and

WHEREAS, the City has prepared a Roadway Plan & Profile for Gainesville 85 Business Park depicting the location of the new Southeastern portion of the Allen Creek Road right-of-way (the "Right-of-Way") to be dedicated to the use and enjoyment of the public as a right-of-way for public road purposes, which plan is attached hereto as **Exhibit "A"** and incorporated herein by reference (the "Roadway Plan"); and

WHEREAS, the City is prepared to construct and maintain the new Southeastern portion of Allen Creek Road for the use and enjoyment of the public as a public right-of-way and a public road.

NOW, THEREFORE, BE IT RESOLVED THAT the governing body of the City of Gainesville hereby dedicates the right-of-way to the use and enjoyment of the public as a right-of-way for public road purposes.

RESOLVED FURTHER, the new Southeastern portion of Allen Creek Road shall be constructed and maintained by the City as a public road.

Adopted this _____ day of October, 2022.

_____
W. Samuel Couvillon, Mayor

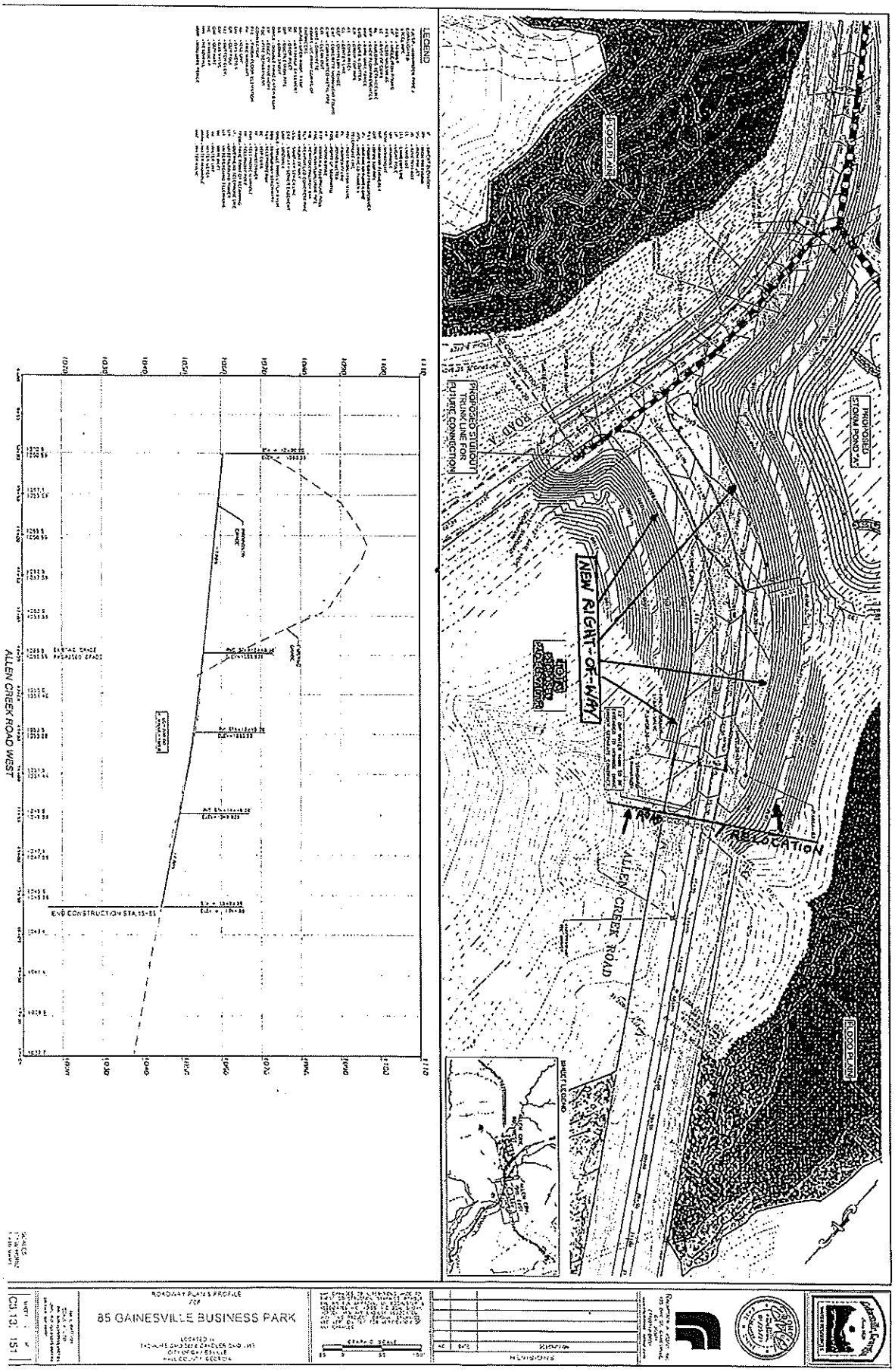
This is to certify that I am City Clerk of the City of Gainesville. As such, I keep its official records, including its minutes. In that capacity, my signature below certifies this resolution was adopted as stated and will be recorded in the official minutes.

ATTEST:

_____
Denise O. Jordan, City Clerk

4890-3814-9940, v. 1

EXHIBIT "A"


LEGEND
NEW RIGHT-OF-WAY
RELOCATION
ALLEN CREEK ROAD
FLOOD PLAIN
PROPOSED SILTCOUT TRUNK LINE FOR FUTURE CONNECTION
PROPOSED STORM POND "A"
ALLEN CREEK ROAD WEST
END CONSTRUCTION STA.15+55
85 GAINESVILLE BUSINESS PARK
REVISIONS