



## **DOWNTOWN DEVELOPMENT AUTHORITY AGENDA**

**February 22, 2016  
11:00 AM  
CITY HALL  
147 Technology Parkway, Suite 200**

**A) CALL TO ORDER**

**B) APPROVAL OF MINUTES: Meeting of January 11, 2016**

**C) OLD BUSINESS: (None)**

**D) NEW BUSINESS:**

- 1. Consideration of a Resolution to Approve an Easement Agreement for Stormwater Outfall to Roberts Properties Peachtree Retail, LLC (pursuant to R2015-003).**
- 2. Consideration of a Resolution to Amend the Sale Contract for the Town Center Property.**

**E) STAFF ITEMS:**

- 1. Presentation of plans for a Veterans Monument on the Town Green**

**Bob Ballagh, Executive Director  
Peachtree Corners  
Veterans Monument Association**

**F) COMMENTS FROM BOARD MEMBERS**

**G) ADJOURN**



**DOWNTOWN DEVELOPMENT AUTHORITY  
MEETING MINUTES  
JANUARY 11, 2016 at 11:00 AM**

The Downtown Development Authority (DDA) of the City of Peachtree Corners held a meeting at City Hall, 147 Technology Parkway, Suite 200, Peachtree Corners, GA 30092. The following were in attendance:

Chairman	Dan Graveline
Vice Chairman	Bob Saville - Absent
Board Member	LC Johnson
Board Member	Ruth Strickland
Board Member	Gene Witkin
Board Member	Rob Binion
Board Member	Aaron Kappler
City Manager	Julian Jackson
Director, Com. Dev.	Diana Wheeler
City Clerk	Kym Chereck
Attorney	Jed Beardsley
Volunteer Coordinator	Jennifer Howard

**MINUTES:**

**MOTION TO APPROVE THE MINUTES FROM THE SEPTEMBER 16, 2015 DOWNTOWN DEVELOPMENT AUTHORITY MEETING.**

**By: Ruth Strickland**

**Seconded: LC Johnson**

**Vote: (5-0) (Strickland, Johnson, Graveline, Kappler, Witkin)**

**OLD BUSINESS:**

There was no old business.

**NEW BUSINESS:**

- 1. Consideration of a Resolution to Approve the Grant of Ingress, Egress, and Reciprocal Easements and Restrictions Agreement for the Town Center Property and to authorize the Chairman to Execute the Agreement and any associated documents.**

DDA Member Rob Binion arrived.

Mrs. Diana Wheeler, Community Development Director and Mr. Jed Beardsley gave a brief overview of the proposed Resolution. A motion was made after discussion concerning adding a section on dispute resolution to the document.

**MOTION TO APPROVE THE GRANT OF INGRESS, EGRESS, AND RECIPROCAL EASEMENTS AND RESTRICTIONS AGREEMENT FOR THE TOWN CENTER PROPERTY AND TO AUTHORIZE THE CHAIRMAN TO EXECUTE THE AGREEMENT AND ANY ASSOCIATED DOCUMENTS AND REQUEST THAT THE ATTORNEY INVESTIGATE THE POSSIBILITY OF ADDING A SECTION CONCERNING DISPUTE RESOLUTION TO THE DOCUMENT.**

**By: LC Johnson**

**Seconded: Ruth Strickland**

**Vote: (6-0) (Johnson, Strickland, Graveline, Kappler, Binion, Witkin)**

- 2. Consideration of a Resolution authorizing the Chairman to sign all closing documents associated with, and required for, the sale of approximately 12 acres of the Town Center land to Fuqua Acquisitions II, LLC.**

**MOTION TO APPROVE A RESOLUTION AUTHORIZING THE CHAIRMAN TO SIGN ALL CLOSING DOCUMENTS ASSOCIATED WITH, AND REQUIRED FOR, THE SALE OF APPROXIMATELY 12 ACRES OF THE TOWN CENTER LAND TO FUQUA ACQUISITIONS II, LLC.**

**By: LC Johnson**

**Seconded: Ruth Strickland**

**Vote: (6-0) (Johnson, Strickland, Graveline, Kappler, Binion, Witkin)**

**STAFF ITEMS:**

**Update on Town Center plans, including the design of the Town Green and the Peachtree Parkway pedestrian bridge.**

**DRAFT COPY**

Mrs. Wheeler gave a brief presentation on the pedestrian bridge and Town Green. The presentation included among other items, views of the bridge from the Town Center.

**ADJOURNMENT:**

**MOTION TO ADJOURN AT 12:15 PM.**

**By: LC Johnson**

**Seconded: Aaron Kappler**

**Vote: (6-0) (Johnson, Kappler, Graveline, Strickland, Binion, Wilken)**

Approved,

Attest:

\_\_\_\_\_  
Dan Graveline, Chairman

\_\_\_\_\_  
Kym Chereck, City Clerk

# **Stormwater Outfall Easement Agreement**

**A RESOLUTION OF THE CITY OF PEACHTREE CORNERS, GEORGIA  
DOWNTOWN DEVELOPMENT AUTHORITY TO APPROVE THE EASEMENT  
AGREEMENT FOR STORMWATER OUTFALL AND TEMPORARY  
CONSTRUCTION TO ROBERTS PROPERTIES PEACHTREE RETAIL, LLC,  
AND TO AUTHORIZE THE CHAIRMAN TO EXECUTE ASSOCIATED  
DOCUMENTS.**

**WHEREAS**, the Downtown Development Authority was constituted in April, 2013 and charged with the ownership and management of nearly 20 acres of land located on Peachtree Parkway at Forum Drive; and

**WHEREAS**, Roberts Properties Peachtree Retail, LLC owns property immediately adjacent to the Downtown Development Authority Land; and

**WHEREAS**, in order to meet the drainage needs of its land, Roberts Properties Peachtree Retail, LLC wishes to acquire a stormwater outfall easement onto the Downtown Development Authority Land; and

**WHEREAS**, approval of the drainage easements were granted on 8/3/2015 and authorized by Resolution 2015-003;

**NOW, THEREFORE, BE IT RESOLVED**, by the Downtown Development Authority as follows:

1. That the document entitled 'Easement Agreement For Stormwater Outfall and Temporary Construction' is hereby approved.
2. That the Chairman is authorized to execute the Agreement document and any associated documents.

Approved:

\_\_\_\_\_  
L.C. Johnson, Member

\_\_\_\_\_  
Bob Saville, Member

\_\_\_\_\_  
Ruth Strickland, Member

Attest:

\_\_\_\_\_  
Diana Wheeler, Secretary

\_\_\_\_\_  
Dan Graveline, Chairman

\_\_\_\_\_  
Gene Witkin, Member

\_\_\_\_\_  
Aaron Kappler, Member

\_\_\_\_\_  
Rob Binion, Member

(SEAL)

After recording return to:  
Mahaffey Pickens Tucker, LLP  
1550 North Brown Road, Suite 125  
Lawrenceville, Georgia 30043  
(File # 2552-0011) SML

STATE OF GEORGIA  
COUNTY OF GWINNETT

**EASEMENT AGREEMENT FOR  
STORMWATER OUTFALL AND TEMPORARY CONSTRUCTION**

THIS EASEMENT AGREEMENT (the “Agreement”) is made and entered into this \_\_\_\_ day of \_\_\_\_\_, 2016, by **DOWNTOWN DEVELOPMENT AUTHORITY OF THE CITY OF PEACHTREE CORNERS**, a public body corporate and politic created and existing under the Downtown Development Authorities Law (O.C.G.A. §36-41-1 et seq., as amended) (“Grantor”), and **ROBERTS PROPERTIES PEACHTREE RETAIL, LLC**, a Georgia limited liability company (“Grantee”).

**WITNESSETH:**

WHEREAS, Grantor is the owner of certain real property lying and being in Land Lot 301 of the 6th District, Gwinnett County, Georgia, being more particularly described in Exhibit “A” attached hereto and incorporated herein by this reference (“Grantor Property”); and

WHEREAS, Grantee is the owner of certain real property lying and being in Land Lot 301 of the 6th District, Gwinnett County, Georgia, which property is adjacent to Grantor Property, and is more particularly described as Lots 2, 4, and 5 on the Final Plat of survey filed with the Clerk of Superior Court and recorded in Plat Book 133 Page 236, Gwinnett County, Georgia records and attached hereto as Exhibit “B” and incorporated herein by this reference (the “Grantee Property”); and

WHEREAS, Grantor is an “arm” of the City of Peachtree Corners, Georgia (the “City”); and

WHEREAS, Grantee desires to obtain from Grantor, and Grantor agrees to grant to Grantee, subject to the terms and conditions contained herein: (1) a drainage easement (the “Drainage Easement”), (2) a temporary construction easement (the “Temporary Construction

Easement”) and (3) a permanent access easement (the “Permanent Access Easement”) (easements described in (1) – (3) above are non-exclusive and collectively referred to herein as the “Easements”) over, upon and across the Grantor Property.

NOW, THEREFORE, for and in consideration of Ten and no/100ths Dollars (\$10.00), the mutual covenants contained herein, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged by the parties hereto, the Grantor hereby grants, declares and creates the following Easements:

1. Grant of Drainage Easement. Grantor hereby declares, establishes, creates and grants, for the benefit of Grantee, its transferees, successors, and assignees, the Drainage Easement which is a permanent non-exclusive easement for the purpose of draining stormwater, surface water, and sub-surface water from the Grantee Property over, upon and across that portion of the Grantor Property as more particularly depicted and described in Exhibit “C” attached hereto (the “Stormwater Outfall Easement Area”). Water drained across the Stormwater Outfall Easement Area shall meet all applicable governmental and industry standards with regard to water quality and rate of flow.
2. Grant of Temporary Construction Easement. Grantor hereby declares, establishes, creates and grants, for the benefit of Grantee, its transferees, successors, and assignees, the Temporary Construction Easement which is a non-exclusive 40-foot wide (inclusive of the Stormwater Outfall Easement Area) temporary construction easement over, upon and across the Stormwater Outfall Easement Area so as to provide Grantee the ability to install a stormwater outfall system and its appurtenances, including, but not limited to: silt fencing, tree save, stormwater outfall pipe, and headwall. Grantee shall provide Grantor with copies of all plans and specifications for any work to be done in the Stormwater Outfall Easement Area which work shall be properly permitted and constructed in accordance with applicable laws, industry standards, and best practices. Grantee shall have all maintenance, repair, and upkeep responsibility for the Stormwater Outfall Easement Area, including, but not limited to, permanent erosion control.
3. Grant of Permanent Access Easement. Grantor hereby declares, establishes, creates and grants, for the benefit of Grantee, its transferees, successors, and assignees, the Permanent Access Easement which is a non-exclusive 30- foot wide permanent access easement for the purpose of locating, constructing, installing additional lines, maintaining, repairing, replacing and relocating a stormwater outfall system and its appurtenances over, upon and across the Stormwater Outfall Easement Area to provide for the drainage of storm water from the Grantee Property over, upon and across the Grantor Property. Grantee shall have all maintenance, repair, and upkeep responsibility for the stormwater outfall system and its appurtenances located in the Stormwater Outfall Easement Area so as to maintain the stormwater outfall system and its appurtenances in good working order in accordance with applicable laws, industry standards, and best practices including, but not limited to, the Georgia Stormwater Management Manual.
4. Indemnification. In addition to any other rights or remedies granted to the parties hereto under this Agreement, Grantee hereby indemnifies and agrees to defend and hold Grantor and City harmless from and against any loss, cost, damage, or expense, including claims for death or injury to person or damage to property and including without limitation, attorneys’ fees and court

costs, which may arise out of or in connection with or by reason of the negligence or intentional misconduct of Grantee, its agents, representatives, contractors, or employees, in the conduct of the maintenance, repair, or use of the Easements or Grantee's failure to maintain, repair, or use the Easements in accordance with applicable laws, industry standards, and best practices. Further, and despite anything contained to the contrary in any other provision hereof, in no event shall Grantee be responsible for any special damages, consequential damages, exemplary damages, or punitive damages. Grantee shall pay the legal fees to defend Grantor and/or City in the event of a claim made and covered by this indemnity. Any damage caused to the stormwater outfall system and its appurtenances by the Grantor, its transferees, successors and assignees or their licensees or invitees shall be repaired at Grantor's sole cost and expense. Grantee shall provide Grantor with appropriate certificates of insurance naming Grantor and City as insured parties.

5. Easements Binding; Successors and Assigns. The Easements granted and conveyed and the covenants contained herein shall create mutual benefits and servitudes and shall be construed to be easements and covenants running with the Grantor Property and the Grantee Property, shall benefit or burden the respective property accordingly, and shall be binding upon the owner or owners thereof, their heirs, legal representatives, successors, lessees, successors in title and assigns. Any reference to Grantor and Grantee shall be interpreted to include their respective successors and assigns.

6. Governing Laws, Severability. This Agreement and the Easements granted herein shall be governed by and construed in accordance with the laws of the State of Georgia. If any provision of this Agreement or the Easements, or the application thereof, shall to any extent be invalid or unenforceable, the remainder thereof, or the applicability of any such other provisions, shall not be affected thereby, and each provision of this Agreement and the Easements shall be valid and enforceable to the fullest extent permitted by law.

7. Notices. Any notice, demand, request or other communication required or permitted to be given hereunder (a "Notice") shall be in writing and either (i) personally delivered, or (ii) sent by U.S. certified mail, return receipt requested, postage pre-paid, or (iii) sent by Federal Express or similar service to the party being given such notice at the following address:

Grantee:           Roberts Properties Peachtree Retail, LLC  
                      c/o Charles S. Roberts  
                      375 Northridge Road, Suite 330  
                      Atlanta, Georgia 30350

Grantor:           Downtown Development Authority of the City of Peachtree Corners  
                      c/o Community Development Director  
                      147 Technology Parkway, Suite 200  
                      Peachtree Corners, Georgia 30092

All notices shall be effective (and the time period in which a response to any notice must be given, if any, shall commence to run on such effective date) depending on the form of

delivery, as follows: (i) If personally delivered, on the date of receipt; or (ii) if sent by U.S. certified or registered mail, three (3) days after being deposited in the U.S. mail; or (iii) if sent by Federal Express or similar service, on the date of receipt. Rejection or failure to claim delivery of any such Notice, demand or request, or the inability to deliver because of changed address of which no Notice was given, shall be deemed to be receipt of the Notice, demand or request sent three (3) days after being deposited in the U.S. mail or the date of attempted personal delivery, as the case may be. By giving at least thirty (30) days written notice thereof, any party shall have the right from time to time and at any time to change their respective addresses.

8. Entire Agreement. This Agreement constitutes the entire agreement between the parties hereto with respect to the subject matter hereof. This Agreement shall not be modified or altered in any respect except by a writing executed and delivered by Grantee and Grantor and/or their successors in interest. The failure of either party hereto to exercise any right given hereunder or to insist upon strict compliance with any term, condition or covenants specified herein shall not constitute a waiver of either party's right to exercise such right or demand strict compliance with any such term, condition or covenant under this Agreement.

9. Taxes and Assessments. The owner of the Grantor Property and the owner of the Grantee Property shall each be solely responsible for the payment of all taxes and assessments levied against their respective properties.

10. Use of Easements. The Easements, rights and privileges set forth herein shall be only for the benefit of the Grantee Property and for the benefit of Grantee, its invitees, agents, employees, successors and assigns, together with any mortgagees or lenders on the Grantee Property. Grantor shall not be responsible for maintaining, repairing, upgrading, improving, expanding, or otherwise modifying the Easements. Grantee, at Grantee's sole cost and expense shall be responsible for maintaining, repairing, upgrading, improving, expanding, or otherwise modifying the Easements to accommodate Grantee's use thereof and to stay in compliance with all applicable laws, regulations, and standards. Any such work shall be done only after Grantee has obtained Grantor's prior written consent therefor.

11. Effective Date. This Agreement shall be effective upon its full execution, whereupon it shall be recorded in the Public Records of Gwinnett County, Georgia.

12. Grantor Acknowledgment. Grantor acknowledges that Grantee, in reliance upon this Agreement and the Easements granted herein, will grade, improve, and cause stormwater, surface water and sub-surface water to drain off the Grantee Property and through the Stormwater Outfall Easement Area in accordance with the standards set forth herein and Grantor agrees that unless specified herein as temporary easements, the Easement rights conveyed hereby are permanent, perpetual and non-exclusive for the benefit of and for the use by Grantee and/or its successors and assignees subject to the terms hereof.

[SIGNATURES APPEAR ON FOLLOWING PAGE.]

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

Signed this \_\_\_\_ day of \_\_\_\_\_, 2016  
in the presence of:

**GRANTOR:**  
**DOWNTOWN DEVELOPMENT**  
**AUTHORITY OF THE CITY OF**  
**PEACHTREE CORNERS**

\_\_\_\_\_  
UNOFFICIAL WITNESS

By: \_\_\_\_\_  
Daniel Graveline, Chairman

\_\_\_\_\_  
NOTARY PUBLIC  
My Commission Expires: \_\_\_\_\_

Attest: \_\_\_\_\_  
Clerk or Assistant Clerk

[Notary Seal]

[Seal]

Approved as to Form:

\_\_\_\_\_  
City Attorney

[Signatures Continued]

Signed this \_\_\_\_ day of \_\_\_\_\_, 2016

in the presence of:

\_\_\_\_\_  
UNOFFICIAL WITNESS

\_\_\_\_\_  
NOTARY PUBLIC

My Commission Expires:\_\_\_\_\_

[Notary Seal]

**GRANTEE:**

**ROBERTS PROPERTIES PEACHTREE  
RETAIL, LLC**

By: Roberts Properties, Inc., Manager

By:\_\_\_\_\_  
Charles S. Roberts, President

Attest:

\_\_\_\_\_  
Secretary

[Corporate Seal]

**EXHIBIT "A"**  
**GRANTOR PROPERTY LEGAL DESCRIPTION**

**EXHIBIT "B"**  
**GRANTEE PROPERTY LEGAL DESCRIPTION**

**EXHIBIT "C"**  
**STORMWATER OUTFALL EASEMENT AREA LEGAL DESCRIPTION**

**STORM A**

All that tract or parcel of land lying and being the City of Peachtree Corners, Land Lot 301, 6th District of Gwinnett County, Georgia and being more particularly described as follows:

Commencing at a point at the southeast end of the mitered intersection of the northerly right of way line of Peachtree Corners Circle and the southeasterly right of way line of Peachtree Parkway - State Route 141, THENCE N 53°14'02"E for distance of 569.55' to a point, said point being the point of beginning for the parcel herein described;

THENCE N 36°39'29" E for a distance of 81.33' to a point;  
THENCE S 53°20'31" E for a distance of 30.00' to a point;  
THENCE S 36°39'29" W for a distance of 82.74' to a point;  
THENCE N 50°38'31" W for a distance of 30.03' to the point of beginning,

Said parcel contains 2461.04 square feet, 0.056 acres

**STORM B**

All that tract or parcel of land lying and being the City of Peachtree Corners, Land Lot 301, 6th District of Gwinnett County, Georgia and being more particularly described as follows:

Commencing at a point at the southeast end of the mitered intersection of the northerly right of way line of Peachtree Corners Circle and the southeasterly right of way line of Peachtree Parkway - State Route 141, THENCE N 79°37'53"E for distance of 724.70' to a point, said point being the point of beginning for the parcel herein described;

THENCE N 24°25'49" E for a distance of 56.61' to a point;  
THENCE S 44°32'14" E for a distance of 32.14' to a point;  
THENCE S 24°25'49" W for a distance of 53.08' to a point;  
THENCE N 50°38'31" W for a distance of 31.05' to the point of beginning.

Said parcel contains 1645.38 square feet, 0.038 acres

**EXHIBIT "D"**  
**LENDER CONSENT**

The undersigned, \_\_\_\_\_, as Lender under that certain Deed to Secure Debt and Security Agreement from \_\_\_\_\_, dated \_\_\_\_\_, in the original principal amount of \$\_\_\_\_\_, filed for record \_\_\_\_\_, and recorded in Deed Book \_\_\_\_\_, Page \_\_\_\_, Gwinnett County, Georgia records (hereinafter referred to as the "Security Deed"), which Security Deed encumbers the property described therein, hereby consents to and joins in the aforesaid Agreement, between Downtown Development Authority of the City of Peachtree Corners and Roberts Properties Peachtree Retail, LLC, this Consent and Joinder being an exhibit attached to the Agreement, it being the intent of such Consent and Joinder that all rights pursuant to the Easements shall be unaffected and continue in full force and effect if the undersigned, or its successors or assigns, should foreclose upon the property described in the Security Deed or otherwise exercises its rights thereunder.

IN WITNESS WHEREOF, the undersigned has caused this Consent and Joinder to be executed by its duly authorized officer or officers and its seal to be affixed hereto this \_\_\_\_\_ day of \_\_\_\_\_, 2016.

LENDER:

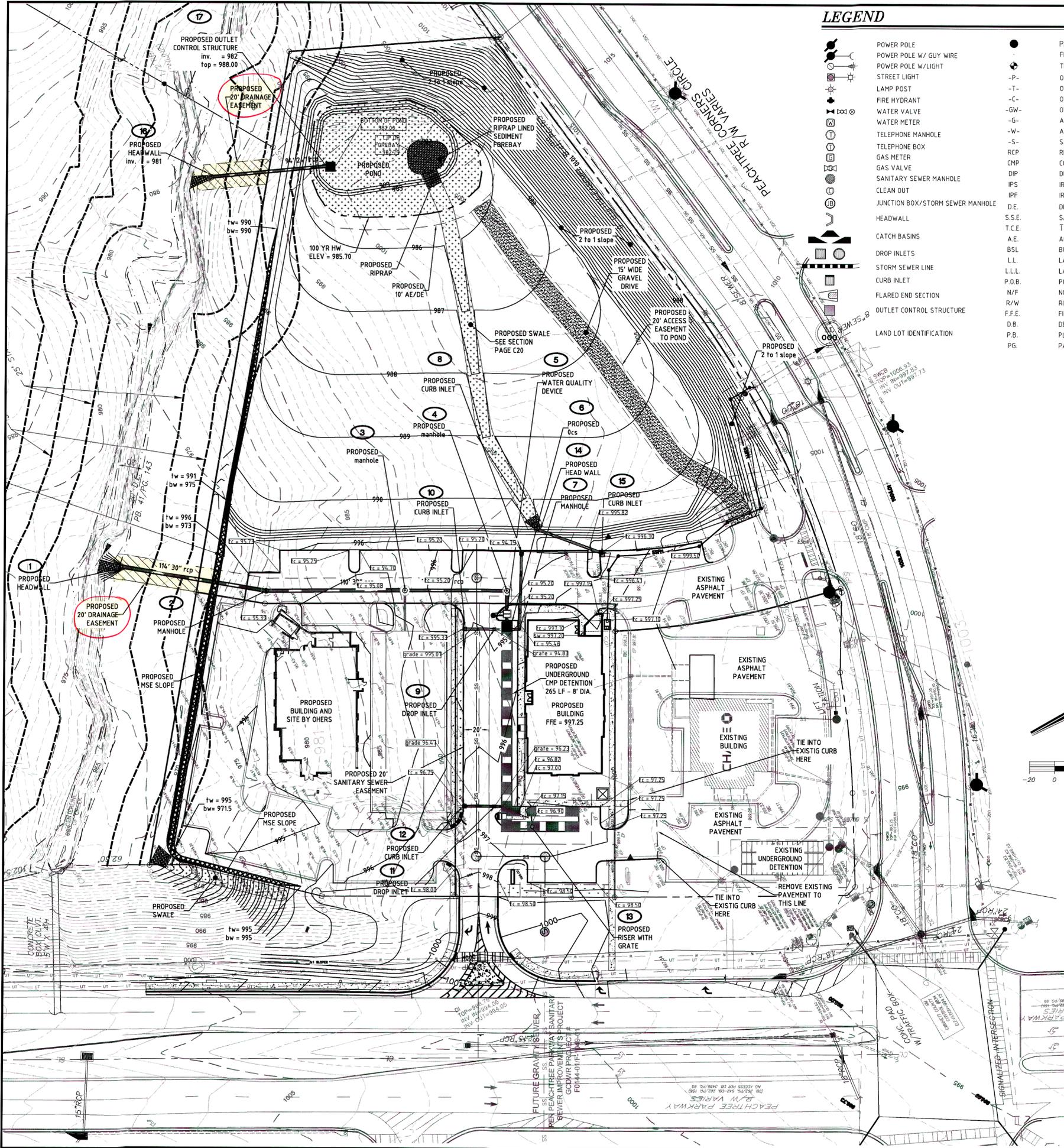
Signed, sealed and delivered  
in the presence of:

\_\_\_\_\_  
Unofficial Witness

\_\_\_\_\_  
Notary Public

[NOTARY SEAL]

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
  
Attest: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_



**LEGEND**

- POWER POLE
- FIELD LOCATED PIN (AS NOTED)
- POWER POLE W/LIGHT
- STREET LIGHT
- LAMP POST
- FIRE HYDRANT
- WATER VALVE
- WATER METER
- TELEPHONE MANHOLE
- TELEPHONE BOX
- GAS METER
- GAS VALVE
- SANITARY SEWER MANHOLE
- CLEAN OUT
- JUNCTION BOX/STORM SEWER MANHOLE
- HEADWALL
- CATCH BASINS
- DROP INLETS
- STORM SEWER LINE
- CURB INLET
- FLARED END SECTION
- OUTLET CONTROL STRUCTURE
- LAND LOT IDENTIFICATION
- PROPERTY CORNER
- TEMPORARY BENCHMARK
- OVERHEAD POWER LINE
- OVERHEAD TELEPHONE LINE
- OVERHEAD CABLE TELEVISION LINE
- OVERHEAD GUY WIRE
- APPROX. LOCATION GAS LINE
- APPROX. LOCATION WATER LINE
- SANITARY SEWER LINE
- REINFORCED CONCRETE PIPE
- CORRUGATED METAL PIPE
- DUCTILE IRON PIPE
- IRON PIN SET
- IRON PIN FOUND
- DRAINAGE EASEMENT
- SANITARY SEWER EASEMENT
- TEMPORARY CONSTRUCTION EASEMENT
- ACCESS EASEMENT
- BUILDING SETBACK LINE
- LAND LOT
- LAND LOT LINE
- POINT OF BEGINNING
- NDW OR FORMERLY
- RIGHT-OF-WAY
- FINISHED FLOOR ELEVATION
- DEED BOOK
- PLAT BOOK
- PAGE

**EARTHWORK ESTIMATE (6/25/2015)**

CUT = 42134 YD3  
 FILL = 33066 YD3  
 NET = 9068 YD3 (CUT)

EARTHWORK ESTIMATE IS FOR ILLUSTRATIVE PURPOSES ONLY AND IS NOT TO BE RELIED ON FOR PRICING.  
 EARTHWORK ESTIMATE IS NOT ADJUSTED FOR COMPACTION OR TOPSOIL. CONTRACTOR TO BALANCE EARTHWORK ON SITE.

**GENERAL NOTES:**

1. THERE ARE STATE WATERS WHICH REQUIRE A BUFFER PRESENT ON ANY PORTION OF THIS SITE.
2. INFORMATION REGARDING THE REPUTED PRESENCE, SIZE, CHARACTER AND LOCATION OF EXISTING UNDERGROUND UTILITIES AND STRUCTURES IS SHOWN HEREON. THERE IS NO CERTAINTY OF THE ACCURACY OF THIS INFORMATION AND IT SHALL BE CONSIDERED IN THAT LIGHT BY THOSE USING THIS DRAWING. THE LOCATION AND ARRANGEMENT OF UNDERGROUND UTILITIES AND STRUCTURES SHOWN HEREON MAY BE INACCURATE AND UTILITIES AND STRUCTURES NOT SHOWN MAY BE ENCOUNTERED. THE OWNER, HIS EMPLOYEES, HIS CONSULTANTS AND HIS CONTRACTORS SHALL HEREBY DISTINCTLY UNDERSTAND THAT THE SURVEYOR IS NOT RESPONSIBLE FOR THE CORRECTNESS OR SUFFICIENCY OF THIS INFORMATION.
3. ALL OFFSITE IMPROVEMENTS SHOWN ARE REQUIRED TO COMPLY WITH CITY OF PEACHTREE CORNERS AND/OR GWINNETT COUNTY REQUIREMENTS.
4. ANY UNFORESEEN CONDITIONS ENCOUNTERED DURING THE CONSTRUCTION PROCESS SHALL BE REPORTED IN WRITING TO THE ENGINEER IMMEDIATELY.
5. THE CONTRACTOR SHALL COMPLY TO THE FULLEST EXTENT WITH THE LATEST STANDARDS OF OSHA DIRECTIVES OR ANY OTHER AGENCY HAVING JURISDICTION OVER EXCAVATION AND TRENCHING PROCEDURES. THE CONTRACTOR SHALL USE SUPPORT SYSTEMS, SLOPING, BENCHING, AND OTHER MEANS OF PROTECTION. THIS INCLUDES, BUT IS NOT LIMITED TO ACCESS AND EGRESS FROM ALL EXCAVATION AND TRENCHING. CONTRACTOR IS RESPONSIBLE TO COMPLY WITH PERFORMANCE CRITERIA FOR OSHA.
6. THE CONTRACTOR SHALL BE RESPONSIBLE FOR REMOVAL OF ALL DEBRIS AS ACCEPTABLE TO THE OWNER AND THE ENGINEER. SEDIMENT ACCUMULATION IN THE STORM DRAIN FROM CONSTRUCTION ACTIVITIES IS TO BE REMOVED IN A MANNER SUCH THAT SEDIMENTS ARE NOT FLUSHED INTO A PUBLIC SEWER SYSTEM.
7. THE CONTRACTOR IS RESPONSIBLE FOR THE PROVISION OF POSITIVE DRAINAGE FROM ALL BUILDINGS. ALL DRAINAGE INLETS, AT A MINIMUM, ARE TO BE 9 INCHES BELOW THE FINISHED FLOOR OF THE BUILDING.
8. THE MAXIMUM CROSS SLOPE FOR ALL SIDEWALKS IS 2%.
9. THERE MAY BE ADDITIONAL UTILITIES THAN THOSE SHOWN ON THESE PLANS. THE ENGINEER ASSUMES NO RESPONSIBILITY FOR DELAYATIONS SHOWN AND THE RESPONSIBILITY OF THE CONTRACTOR TO VERIFY THE LOCATIONS AND NECESSARY INVERTS OF ALL UTILITIES WITHIN THE LIMITS OF CONSTRUCTION. PRIOR TO ANY CONSTRUCTION, THE CONTRACTOR SHALL NOTIFY THE APPROPRIATE DEPARTMENT OF THE UTILITY COMPANIES. THE CONTRACTOR IS RESPONSIBLE FOR THE NOTIFICATIONS AND LIAISON WITH UTILITY COMPANIES IN THE PROCESS OF LOCATING, RELOCATING AND TIE-IN TO THE PUBLIC UTILITIES.
10. NO GRADED SLOPE SHALL EXCEED 2H : 1V ANY GRADED SLOPE EXCEEDING 3:1 SHALL BE REINFORCED AND STABILIZED.
11. CONTRACTOR TO GRADE SITE TO DIRECT WATER AWAY FROM BUILDING FOUNDATIONS.
12. THE CONTRACTOR SHALL MATCH PROPOSED PAVEMENTS TO EXISTING PAVEMENT IN BOTH GRADE AND ALIGNMENT. GRADE TRANSITIONS WHERE PAVEMENT JOINS WILL BE AT A RATE OF NO MORE THAN 2% PER 5 FEET.
13. THE ELEVATION OF MANHOLES AND GRATES CONSTRUCTION IN PAVED AREAS SHALL MATCH FINISH GRADE, AND SHALL HAVE TRAFFIC BEARING LIDS. THE TOP ELEVATION OF MANHOLES CONSTRUCTED IN GRASSED AREAS SHALL BE SIX INCHES ABOVE FINISHED GRADE, UNLESS OTHERWISE NOTED. ALL EXISTING MANHOLES AND UTILITY BOXES SHALL BE ADJUSTED AS NECESSARY TO MATCH PROPOSED GRADING. ON AREAS WHERE MILLING AND OVERTOPPING OCCUR, STRUCTURE TOPS ARE TO BE REMOVED PRIOR TO MILLING, AND TO BE PLACED AND ADJUSTED TO GRADE FOLLOWING OVERTOPPING. PATCHING AROUND THE PROPOSED STRUCTURE TO MAKE A SMOOTH TRANSITION TO THE GRADE IS TO BE DONE IN ACCORDANCE WITH CURRENT GEORGIA DEPARTMENT OF TRANSPORTATION STANDARD SPECIFICATIONS.
14. CONTRACTOR TO PROVIDE 8" MANHOLE TO COLLECT ROOF LEADERS AND LANDSCAPING DRAINS ADJACENT TO BUILDING. REFER TO ARCHITECTURAL ROOF PLANS FOR LOCATIONS OF DOWNSPOUTS.
15. IN PERMANENT STRUCTURE AREAS CONTRACTOR IS TO REMOVE ALL ROCK AND UNSUITABLE MATERIALS TO A DEPTH OF 2 FT. BELOW FINISH GRADE, OR AS DIRECTED BY SOILS ENGINEER.
16. EARTHWORK IN PERMANENT STRUCTURE AREAS SHALL BE COMPACTED TO A MINIMUM OF 95% OF THE MODIFIED PROCTOR MAXIMUM DRY DENSITY (ASTM SPEC D-698) OR AS DIRECTED BY SOILS ENGINEER.
17. PLACE FILL IN LIFTS AS DIRECTED BY THE SOILS ENGINEER.
18. ALL FILL AREAS TO BE CONSTRUCTED UNDER THE SUPERVISION OF THE SOILS ENGINEER.
19. ALL DRAINAGE PIPES AND STRUCTURES TO BE INSTALLED PER GDOT SPECIFICATIONS UNLESS OTHERWISE NOTED.
20. ALL CURBING AND PAVEMENTS SHALL MEET DOT SPECIFICATIONS UNLESS OTHERWISE NOTED.

**PEACHTREE CORNERS NOTES:**

CITY OF PEACHTREE CORNERS ASSUMES NO RESPONSIBILITY FOR OVERFLOW OR EROSION OF NATURAL OR ARTIFICIAL DRAINS BEYOND THE EXTENT OF THE STREET RIGHT-OF-WAY, OR FOR THE EXTENSION OF CULVERTS BEYOND THE POINT SHOWN ON THE APPROVED AND RECORDED PLAN. THE CITY OF PEACHTREE CORNERS DOES NOT ASSUME THE RESPONSIBILITY FOR THE MAINTENANCE OF PIPES IN DRAINAGE EASEMENTS BEYOND THE CITY RIGHT-OF-WAY.

STREAM BUFFER EASEMENTS ARE TO REMAIN IN A NATURAL AND UNDISTURBED CONDITION.

STRUCTURES ARE NOT ALLOWED IN DRAINAGE EASEMENTS.

MAXIMUM CUT OR FILL SLOPES IS 2H:1V

DETENTION POND, DETENTION OUTLET STRUCTURES AND TEMPORARY SEDIMENT POND FEATURES ARE TO BE CONSTRUCTED AND FULLY OPERATIONAL PRIOR TO ANY OTHER CONSTRUCTION OR GRADING.

DEVELOPER TO CLEAN OUT ACCUMULATED SILT IN DETENTION POND AT END OF CONSTRUCTION WHEN DISTURBED AREAS HAVE BEEN STABILIZED.

PROVIDE DETENTION POND POST-CONSTRUCTION (RECORD) DRAWINGS WITH THE SUBMITTAL OF THE FINAL PLAT OR ONE WEEK PRIOR TO REQUESTING A CERTIFICATE OF OCCUPANCY SO THAT THE POST-CONSTRUCTION CONDITIONS MAY BE VERIFIED AND APPROVED. CERTIFIED RECORD DRAWINGS SHALL INCLUDE TOPO OF POND AND OUTLET STRUCTURE DETAIL USING POST-CONSTRUCTION SURVEY DATA. USING RECORD DRAWINGS, PROVIDE A CERTIFIED HYDROLOGY REPORT VERIFYING POND VOLUMES AND PEAK OUTFLOWS FROM REGULATED STORM EVENTS.

ACCESS EASEMENT TO BE CLEARED AND GRUBBED.

HDPE PIPE SHALL CONFORM TO THE REQUIREMENTS OF AASHTO M-294 AND AASHTO M7, TYPE S & D. CONNECTIONS SHALL USE A RUBBER GASKET, WHICH CONFORMS TO ASTM F-477. INSTALLATION SHALL BE IN ACCORDANCE WITH ASTM RECOMMENDED PRACTICE D-2321, AASHTO SECTION 30, OR WITH SECTION 550 OF THE GEORGIA DOT STANDARD SPECIFICATIONS, CONSTRUCTION OF ROADS BRIDGES.

ALL ALUMINUM COATED TYPE 2 STEEL PIPE OR ALUMINUM ALLOY PIPE, WHICH WILL CARRY A LIVE STREAM, SHALL HAVE PAVED INVERTS IN ACCORDANCE WITH AASHTO M-190, TYPE C, EXCEPT THAT THE PIPE NEED NOT BE FULLY COATED. INSTALLATION SHALL BE IN ACCORDANCE WITH SECTION 550 OF THE GEORGIA DOT STANDARD SPECIFICATIONS, CONSTRUCTION OF ROADS AND BRIDGES.

ALL RCP PIPE JOINTS SHALL BE BELL & SPIGOT TYPE WITH A RUBBER GASKET CONFORMING TO ASTM C-443. THE PIPE SHALL BE MANUFACTURED IN ACCORDANCE WITH AASHTO M-170 AND/OR ASTM C-76. CLASS OF PIPE AND WALL THICKNESS SHALL BE IN ACCORDANCE WITH 1030-0, GEORGIA DOT SPECIFICATION, TABLE NO. 1. INSTALLATION SHALL BE IN ACCORDANCE WITH SECTION 550 OF THE GEORGIA DOT STANDARD SPECIFICATIONS, CONSTRUCTION OF ROADS AND BRIDGES.

THE MINIMUM GROUND COVER FOR ALL PIPES IS 10"

CITY OF PEACHTREE CORNERS REGULATES DAMS BETWEEN 9 AND 25 FEET IN HEIGHT AND IMPOUNDING BETWEEN 20 AND 100 ACRE-FEET. DAMS GREATER THAN 25 FEET IN HEIGHT OR IMPOUNDING GREATER THAN 100 ACRE-FEET ARE REGULATED BY GEORGIA DNR SAFE DAMS PROGRAM. CONSTRUCTION OF THE LATTER REQUIRES A STATE PERMIT.

**DEVELOPER:**  
 ROBERTS' PROPERTIES INC  
 375 NORTHRIDGE ROAD  
 SUITE 330  
 ATLANTA, GEORGIA 30350  
**CONTACT : DAVID PHILLIPS**  
 PH: 770.394.6000

**ENGINEER :**  
 SHIELDS ENGINEERING GROUP  
 409 JOHN WESLEY DOBBS AVE.  
 SUITE F  
 ATLANTA, GEORGIA 30312  
**CONTACT: MARTIN SHIELDS, P.E.**  
 PH: 404.521.9999

**SURVEYOR:**  
 PRECISION PLANNING INC.  
 PO BOX 2210  
 400 PIKE BOULEVARD  
 LAWRENCEVILLE, GEORGIA 30046  
**CONTACT: RANDALL DIXON**  
 PH: 770.338.8000

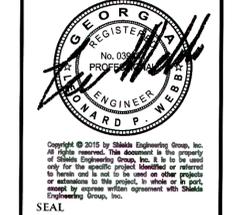
**SHIELDS ENGINEERING GROUP**

CIVIL • RESIDENTIAL • COMMERCIAL • LEED.

409 JOHN WESLEY DOBBS AVENUE  
 SUITE F • ATLANTA • GA • 30312  
 P 404 | 521 | 9999  
 F 404 | 521 | 3666  
 EMAIL: mshields@shieldseng.com  
 WWW: shieldseng.com

**REVISIONS**

NO.	DATE	DESCRIPTION



**PEACHTREE PARKWAY  
 RETAIL**  
 5246 PEACHTREE PARKWAY  
 AND 4396 PEACHTREE CORNERS CIRCLE  
 LAND LOT 301 6TH DISTRICT GWINNETT COUNTY  
 CITY OF PEACHTREE CORNERS, GEORGIA

**GRADING AND DRAINAGE PLAN**

RELEASED FOR LDP REVIEW  
 NOT FOR CONSTRUCTION

DATE	6/26/2015
JOB NO.	SE15105
DWG FILE	SE15105CW
DRAWN BY	LPW
CHECKED	MDS
SCALE	1"=40'
SHEET	C7

STATE OF GEORGIA  
CITY OF PEACHTREE CORNERS  
Downtown Development Authority

RESOLUTION 2015-003

**A RESOLUTION OF THE CITY OF PEACHTREE CORNERS, GEORGIA  
DOWNTOWN DEVELOPMENT AUTHORITY TO APPROVE TWO DRAINAGE  
EASEMENTS ONTO THE DDA PROPERTY AS SHOWN ON A DRAWING  
PREPARED BY SHIELDS ENGINEERING GROUP DATED 6/26/15 AND  
AUTHORIZE THE CHAIRMAN TO EXECUTE ASSOCIATED DOCUMENTS.**

**WHEREAS**, Roberts Properties owns a tract of land adjacent to the DDA property; and

**WHEREAS**, in order to develop their property and accommodate the anticipated drainage, two- twenty foot drainage easements are needed; and

**WHEREAS**, the required drainage easements extend into the DDA property;

**NOW, THEREFORE, BE IT RESOLVED**, by the Downtown Development Authority that two, twenty foot drainage easements are approved onto the DDA property as shown on the attached drawing prepared by Shields Engineering Group and dated 6/26/15. It is further Resolved that the Chairman is authorized to execute any easement agreement documents associated with this approval.

**SO RESOLVED AND EFFECTIVE**, this the 3rd day of August, 2015.

Approved:

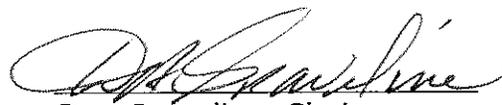
  
L.C. Johnson, Member

\_\_\_\_\_  
Bob Saville, Member

\_\_\_\_\_  
Ruth Strickland, Member

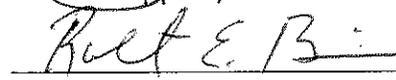
Attest:

  
Diana Wheeler, Secretary

  
Dan Graveline, Chairman

\_\_\_\_\_  
Gene Witkin, Member

  
Aaron Kappler, Member

  
Rob Binion, Member

(SEAL)



# **Town Center Sales Contract Amendment**

**A RESOLUTION OF THE CITY OF PEACHTREE CORNERS, GEORGIA DOWNTOWN DEVELOPMENT AUTHORITY TO AMEND THE SALE CONTRACT FOR THE TOWN CENTER PROPERTY.**

WHEREAS, the Downtown Development Authority of the City of Peachtree Corners (the "Authority") is a public body corporate and politic created and existing under the Downtown Development Authorities Law (O.C.G.A. § 36-41-1 *et seq.*, as amended) (the "Act") for the purpose of providing for the revitalization and redevelopment of the central business district of the City of Peachtree Corners, Georgia (the "City") in order to develop and promote for the public good and general welfare trade, commerce, industry and employment opportunities; and

WHEREAS, the Authority owns certain real property consisting of 19.689 acres on Peachtree Parkway and Medlock Bridge Road within the City to be developed for the purpose of promoting trade commerce, industry and employment opportunities in the downtown business district of the City (the "Property"); and

WHEREAS, the Authority and the City have made a finding of fact in favor of, and the City passed a zoning ordinance enabling, the development of the Property for a mixture of uses of which is in the public interest and is a project in furtherance of the Authority's purposes and mission under the Act; and

WHEREAS, the Authority entered that certain Purchase and Sale Contract dated March 24, 2015 with Fuqua Acquisitions II, LLC ("Fuqua"), as amended by five Amendments to Purchase and Sale Contract dated June 18, 2015, August 21, 2015, September 4, 2015, September 9, 2015, and September 24, 2015 (the "Sale Contract") for the sale of approximately twelve (12) acres (the "DDA Sale Property") out of the Property, and the mixed used development by Fuqua for the Authority and the City of most of the remainder of the Property (the "Project");

WHEREAS, the Date of Closing deadline in the Sale Contract is currently March 4, 2016, but Fuqua is requesting an Amendment to the Sale Contract to further extend said Date of Closing; and

WHEREAS, the Authority is desirous of giving to its Chairman, its counsel and to the City's Community Development Director the authority to negotiate, and authorizing the Chairman to enter into, an Amendment to the Sale Contract to extend the Date of Closing for a period of time not to exceed \_\_\_\_\_ (\_\_) months;

NOW, THEREFORE, BE IT RESOLVED, by the Downtown Development Authority of the City of Peachtree Corners, and it is hereby resolved by authority of same, as follows:

Section 1. The extension of the Date of Closing with Fuqua pursuant to the Sale Contract is hereby authorized for up to but not over \_\_\_\_\_ (\_\_) months. The

Chairman is hereby authorized and directed to execute and deliver an Amendment to the Sale Contract with such extension of closing as may be negotiated by the Chairman, the City's Community Development Director and DDA's counsel, up to a maximum of \_\_\_\_ (\_\_) months, and the execution of the said Amendment by the Chairman as hereby authorized shall be conclusive evidence of any such approval.

Section 2. From and after the execution and delivery of the Amendment herein authorized, the proper officers and agents of the Authority are hereby authorized, empowered and directed to do all such acts and things and to execute all such documents and certificates as may be necessary to carry out and comply with the provisions of the Sale Contract as so Amended and are further authorized to take any and all further actions and to execute and deliver any and all further documents and certificates as may be necessary or desirable in connection with the sale of the DDA Sale Property, pursuant to the Sale Contract as so Amended, and the execution, delivery and performance of said documents are herein authorized.

Section 3. All acts and doings of the officers, agents and employees of the Authority which are in conformity with the purposes and intents of this resolution and in furtherance of the sale of the DDA Sale Property and development of the Project shall be, and the same hereby are, in all respects, approved and confirmed.

Section 4. This resolution shall take effect immediately upon its adoption. All resolutions or parts thereof in conflict with this resolution are hereby repealed.

Adopted this \_\_\_\_\_ day of February, 2016.

DOWNTOWN DEVELOPMENT AUTHORITY OF  
THE CITY OF PEACHTREE CORNERS, GEORGIA

Approved:

\_\_\_\_\_  
L.C. Johnson, Member

\_\_\_\_\_  
Bob Saville, Member

\_\_\_\_\_  
Ruth Strickland, Member

Attest:

\_\_\_\_\_  
Diana Wheeler, Secretary

\_\_\_\_\_  
Dan Graveline, Chairman

\_\_\_\_\_  
Gene Witkin, Member

\_\_\_\_\_  
Aaron Kappler, Member

\_\_\_\_\_  
Rob Binion, Member

(SEAL)

**Veterans Monument  
(#16 on site plan)**

**TOWN GREEN PROGRAM:**

- 1. Fire Pit
- 2. Holiday Tree
- 3. Open Air Pavilion
- 4. Interactive Water Feature
- 5. Playable Art
- 6. Turf Berm
- 7. Natural Amphitheater
- 8. Interactive Water Wall
- 9. Projection Screen
- 10. Open Lawn
- 11. Founder's Monument
- 12. Cafe Tables
- 13. Wood Decking
- 14. Rain Harvesting Cistern
- 15. Community Garden
- 16. Veteran's Monument
- 17. Sculpture
- 18. Stage
- 19. Bioswale

