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## COUNCIL MEETING AGENDA

Mike Mason, Mayor

Phil Sadd – Post 1, Council Member  
Eric Christ – Post 2, Council Member  
Alex Wright – Post 3, Council Member

Jeanne Aulbach – Post 4, Council Member  
Lorri Christopher – Post 5, Council Member  
Weare Gratwick – Post 6, Council Member

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September 19, 2017

### COUNCIL AGENDA

7:00 PM

PEACHTREE CORNERS CITY HALL

147 TECHNOLOGY PARKWAY, PEACHTREE CORNERS, GA 30092

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#### A) CALL TO ORDER

#### B) ROLL CALL

#### C) PLEDGE OF ALLEGIANCE

#### D) MAYOR'S OPENING REMARKS

#### E) CONSIDERATION OF MINUTES – August 15, 2017, August 28, 2017

#### F) CONSIDERATION OF MEETING AGENDA

#### G) PUBLIC COMMENTS

#### H) PUBLIC HEARING

1. **O2017-07-97** Second Read and Consideration of an Ordinance to amend the City of Peachtree Corners Zoning Map Pursuant to CIC2017-003, Passion Fur Pups, request to remove a condition of Gwinnett County rezoning case RZ1996-134 that prohibits pet shops and grooming establishments in the Ingles Shopping Center in order to accommodate a pet grooming salon located at 5075 Peachtree Pkwy., Dist. 6, Land Lot 318, Peachtree Corners, GA
2. **O2017-08-98** Second Read and Consideration of an ordinance of the Mayor and council of the City of Peachtree Corners, Georgia to amend Chapter 6 (Alcoholic Beverages) to provide for Article XII (Manufacturers of Distilled Spirits, Malt Beverage, and Wine) Regulating Retail Sale of Alcoholic Beverages and sale for Consumption on Premises; to provide for an effective date; and for other purposes.

#### I) ITEMS FOR CONSIDERATION

1. **R2017-08-82** Consideration of a Resolution for installation of new traffic control in Neely Farms.

2. **Action Item** Consideration of approving screening design recommended by Arts Council for the Town Center parking deck.
3. **R2017-09-86** Consideration of a Resolution adopting and approving the schedule of fees for alcoholic beverage licenses with the addition of manufacturers of distilled spirits, malt beverage, and wine alcoholic beverage license in the City of Peachtree Corners, Georgia.
4. **R2017-09-83** Consideration of a Resolution accepting land from the Downtown Development Authority of the City of Peachtree Corners for the purpose of constructing roadways and a parking deck at the Town Center.
5. **R2017-09-84** Consideration of a Resolution to accept an easement from the Downtown Development Authority of the City of Peachtree Corners for access, maintenance, and improvements to the Town Green and Botanical Garden areas of the Town Center.
6. **R2017-09-85** Consideration of a Resolution to approve the first amendment to the Town Center Joint Escrow Agreement to correct a clerical error concerning overpayment of escrow funds by Fuqua Development.

**J) CITY MANAGER UPDATES**

**K) EXECUTIVE SESSION**

**L) ADJOURNMENT**

**Council Minutes**

**&**

**Work Session**

**Minutes**



**CITY OF PEACHTREE CORNERS**  
**COUNCIL MEETING MINUTES**  
**AUGUST 15, 2017 @ 7:00PM**

The Mayor and Council of the City of Peachtree Corners held a Council Meeting at City Hall, 147 Technology Parkway, Suite 200, Peachtree Corners, GA, 30092. An audible copy of the meeting is available from the City Clerk's office. The following were in attendance:

Mayor	Mike Mason
Council Member	Phil Sadd – Post 1
Council Member	Eric Christ – Post 2
Council Member	Alex Wright – Post 3
Council Member	Jeanne Aulbach – Post 4
Council Member	Lorri Christopher – Post 5
Council Member	Weare Gratwick – Post 6
City Manager	Brian Johnson
City Clerk	Kym Chereck
City Attorney	Bill Riley
City Attorney	Joe Leonard
Com. Dev. Director	Diana Wheeler
Finance Director	Brandon Branham
Public Works Director	Greg Ramsey
Planning & Dev. Mgr.	David Chastant

**PLEDGE OF ALLEGIANCE:** Mayor Mason led the Pledge of Allegiance.

**MINUTES:**

**MOTION TO APPROVE THE MINUTES FROM THE JULY 10, 2017 COUNCIL MEETING.**

**By: Council Member Christopher**

**Seconded by: Council Member Gratwick**

**Vote: (7-0) (Christopher, Gratwick, Mason, Sadd, Christ, Wright, Aulbach)**

**MOTION TO APPROVE THE MINUTES FROM THE JULY 18, 2017 COUNCIL MEETING.**

**By: Council Member Sadd**

**Seconded by: Council Member Aulbach**

**Vote: (7-0) (Sadd, Aulbach, Mason, Christ, Wright, Christopher, Gratwick)**

**MOTION TO APPROVE THE MINUTES FROM THE AUGUST 7, 2017 COUNCIL MEETING.**

**By: Council Member Christopher**

**Seconded by: Council Member Sadd**

**Vote: (7-0) (Christopher, Sadd, Mason, Christ, Wright, Aulbach, Gratwick)**

**CONSIDERATION OF MEETING AGENDA:** There were no changes.

**PUBLIC COMMENT:** There was no public comment.

**CONSENT AGENDA:**

**APH 2017-08-059**

Approval of Alcoholic Beverage License Application for ARDM Café, LLC dba Green Tomato Buffet, 3446 Holcomb Bridge Rd. Applicant Dai Phil Lim are applying for Consumption on Premise Beer and Sunday Sales License.

**MOTION TO APPROVE APH 2017-08-059**

**By: Council Member Gratwick**

**Seconded by: Council Member Aulbach**

**Vote: (7-0) (Gratwick, Aulbach, Mason, Sadd, Christ, Wright, Christopher)**

**ACTION ITEM**

Consideration of a construction contract for PTC 17.01, GDOT LMIG.

**MOTION TO APPROVE AN AUTHORIZATION FOR THE MAYOR AND CITY ATTORNEY TO ENTER INTO A CONSTRUCTION CONTRACT WITH CMEC FOR AN AMOUNT OF \$458,596.00.**

**By: Council Member Gratwick**  
**Seconded by: Council Member Aulbach**  
**Vote: (7-0) (Gratwick, Aulbach, Mason, Sadd, Christ, Wright, Christopher)**

**ACTION ITEM**

Consideration of approval of an out of scope contract for Smart Cities Technology with CH2M.

**MOTION TO APPROVE AN OUT OF SCOPE CONTRACT FOR SMART CITIES TECHNOLOGY WITH CH2M.**

**By: Council Member Gratwick**  
**Seconded by: Council Member Aulbach**  
**Vote: (7-0) (Gratwick, Aulbach, Mason, Sadd, Christ, Wright, Christopher)**

**ACTION ITEM**

Consideration of approval of budget appropriation for Prototype Prime.

**MOTION TO APPROVE A BUDGET APPROPRIATION FOR PROTOTYPE PRIME.**

**By: Council Member Gratwick**  
**Seconded by: Council Member Aulbach**  
**Vote: (7-0) (Gratwick, Aulbach, Mason, Sadd, Christ, Wright, Christopher)**

**R2017-08-81**

Consideration of approval of expenditures associated with the relocation of City Hall.

**MOTION TO APPROVE R2017-08-81**

**By: Council Member Gratwick**  
**Seconded by: Council Member Aulbach**  
**Vote: (7-0) (Gratwick, Aulbach, Mason, Sadd, Christ, Wright, Christopher)**

**PUBLIC HEARING:**

**O2017-07-96**

Second Read and Consideration of Stormwater updates per the Metropolitan North Georgia Water Planning District.

David Chastant, Planning and Development Manager, explained that this Ordinance will help with water conservation. Mayor Mason opened the floor for

public comment. No one spoke for or against this item.

**MOTION TO APPROVE O2017-07-96.**

**By: Council Member Sadd**

**Seconded by: Council Member Gratwick**

**Vote: (7-0) (Sadd, Gratwick, Mason, Christ, Wright, Aulbach, Christopher)**

**O2017-08-97**

First Read and Consideration of an Ordinance to amend the City of Peachtree Corners Zoning Map Pursuant to CIC2017-003, Passion Fur Pups, request to remove a condition of Gwinnett County rezoning case RZ1996-134 that prohibits pet shops and grooming establishments in the Ingles Shopping Center in order to accommodate a pet grooming salon located at 5075 Peachtree Pkwy., Dist. 6, Land Lot 318, Peachtree Corners, GA. (Second Read and Public Hearing will be on September 19, 2017)

**O2017-08-98**

First Read and Consideration of an ordinance of the Mayor and council of the City of Peachtree Corners, Georgia to amend Chapter 6 (Alcoholic Beverages) to provide for Article XII (Manufacturers of Distilled Spirits, Malt Beverage, and Wine) Regulating Retail Sale of Alcoholic Beverages and sale for Consumption on Premises; to provide for an effective date; and for other purposes. (Second Read and Public Hearing will be on September 19, 2017)

**ITEMS FOR CONSIDERATION:**

**PH2017-006**

Consideration of approval of an application of Greg Dean for a Metropolitan River Protection Act Certificate to authorize construction of a new home and landscaping on 0.907 acres located at 4596 Ridgeway Drive, Lot 5, Block C, Unit 2 of Riverview Estates subdivision. This property is more particularly described as Parcel 003 in Land Lot 319 of the 6<sup>th</sup> District of Gwinnett County Georgia, and is located within the Chattahoochee River Corridor.

Diana Wheeler, Community Development Director, gave a brief overview of the applicant's request and staff's recommendation to approve the application with three conditions. Mayor Mason opened the floor for public comment. No one spoke for or against this item.

2017-08-15

Council Meeting Minutes

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**MOTION TO APPROVE PH2017-006.**

**By: Council Member Sadd**

**Seconded by: Council Member Gratwick**

**Vote: (0-7) (Sadd, Gratwick, Mason, Christ, Wright, Christopher, Aulbach)**

**CITY MANAGER UPDATE:** There was no update from the City Manager.

**EXECUTIVE SESSION:** There was no executive session.

**ADJOURNMENT:** 8:13 PM

**MOTION TO ADJOURN.**

**By: Council Member Sadd**

**Seconded by: Council Member Gratwick**

**Vote: (7-0) (Sadd, Gratwick, Mason, Christ, Wright, Aulbach, Christopher)**

Approved,

Attest:

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Mike Mason, Mayor

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Kymberly Chereck, City Clerk  
(Seal)



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Mike Mason, Mayor

Phil Sadd – Post 1, Council Member  
Eric Christ – Post 2, Council Member  
Alex Wright – Post 3, Council Member

Jeanne Aulbach – Post 4, Council Member  
Lorri Christopher – Post 5, Council Member  
Weare Gratwick – Post 6, Council Member

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August 28, 2017

**WORK SESSION MINUTES**

7:00 PM

PEACHTREE CORNERS CITY HALL – Training Room  
147 TECHNOLOGY PARKWAY, PEACHTREE CORNERS, GA 30092

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The Mayor and Council of the City of Peachtree Corners held a Work Session at City Hall, 147 Technology Parkway, Suite 200, Peachtree Corners, GA, 30092. The following were in attendance:

Mayor  
Council Member  
Council Member  
Council Member  
Council Member  
Council Member  
Council Member

Mike Mason  
Phil Sadd – Post 1- *Absent*  
Eric Christ – Post 2  
Alex Wright – Post 3  
Jeanne Aulbach – Post 4  
Lorri Christopher – Post 5  
Weare Gratwick – Post 6

City Manager  
City Clerk  
City Attorney  
City Attorney  
Finance Director  
Public Works Director  
Economic Dev. Specialist  
Planning & Dev. Mgr.

Brian Johnson  
Kym Chereck  
Bill Riley  
Joe Leonard  
Brandon Branham  
Greg Ramsey  
Jennifer Howard  
David Chastant

- 1. Presentation on Marketing Strategy & Plan (presented by Tytan Creates) –**  
*Mr. Jim Stone of Tytan Creates presented a strategic marketing plan for the City of Peachtree Corners. The plan included four points of action; 1) Catalyze, 2) Create, 3) Curate and 4) Collaborate. Mr. Stone stated that he and his company would follow thru project objections with care and respect.*
- 2. Staff Activity Report –** *Community Development staff report stated, among other items, that Cine Bistro has submitted building elevations for the October Planning Commission meeting. Public Works staff report, among other items, gave an update on the Capital Improvement Project for State Route 141 at I-285 with the widening of the ramp, construction began on 7/31/17 and the final completion date is to be*

*determined by GDOT.*

3. **City Manager Updates** - *Brian Johnson, City Manager, informed the Mayor and Council that the proposed traffic control stop sign at Neely Farms will come before them at the next Council meeting. Mr. Johnson explained that the City would be hiring a new Code Enforcement Officer to restore count of three Officer we had previously. Mr. Johnson also explained that Stormwater for the City of Peachtree Corners has been handled via an Intergovernmental Agreement with Gwinnett County and will expire on 12/31/17. The City is proposing to continue handling Stormwater via an Intergovernmental Agreement, but with Johns Creek.*
4. **Executive Session** – *There was no executive session.*
5. *Work session adjourned at 9:00 PM.*

Approved,

Attest:

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Mike Mason, Mayor

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Kym Chereck, City Clerk  
(Seal)



**02017-07-97**

**AN ORDINANCE TO AMEND THE CITY OF PEACHTREE CORNERS ZONING MAP PURSUANT TO CIC2017-003, PASSION FUR PUPS, REQUEST TO REMOVE A CONDITION OF GWINNETT COUNTY REZONING CASE RZ1996-134 THAT PROHIBITS PET SHOPS AND GROOMING ESTABLISHMENTS IN THE INGLES SHOPPING CENTER IN ORDER TO ACCOMMODATE A PET GROOMING SALON LOCATED AT 5075 PEACHTREE PKWY., DIST. 6, LAND LOT 318, PEACHTREE CORNERS, GA**

**WHEREAS:** Notice to the public regarding said public hearing has been duly published in The Gwinnett Daily Post, the Official News Organ of Peachtree Corners; and

**WHEREAS:** Public Hearings were held by the Mayor and City Council of Peachtree Corners on August 15, 2017 and September 19, 2017;

**NOW THEREFORE, IT IS HEREBY ORDAINED** by the governing authority of the City of Peachtree Corners, Georgia that Change-In-Conditions Case CIC2017-003, Passion Fur Pups, for the above referenced property is hereby approved with the following enumerated conditions:

1. Gwinnett County case RZ1996-134 condition ‘A’ shall be amended to remove “pet shops or grooming establishments” as a prohibited use.
2. The applicant shall ensure that the parking lot, sidewalks, and landscaped areas within 100 feet of the business in all directions shall be maintained free of dog waste.
3. No overnight stays or kennel-type business is permitted.
4. Signage shall be in conformance with Chapter 54 of the City Code and the Activity Center/Corridor Overlay District standards.
5. The applicant shall install and maintain in a sanitary condition a pet relief area in the rear of the business.

Effective this 19th day of September, 2017.

So Signed and Witnessed

Approved :

this \_\_\_\_\_ day of \_\_\_\_\_, 2017

Attest:

\_\_\_\_\_  
Kymerly Chereck, City Clerk

\_\_\_\_\_  
Mike Mason, Mayor

**AN ORDINANCE TO DENY CIC2017-003, PASSION FUR PUPS, REQUEST TO REMOVE A CONDITION OF GWINNETT COUNTY REZONING CASE RZ1996-134 THAT PROHIBITS PET SHOPS AND GROOMING ESTABLISHMENTS IN THE INGLES SHOPPING CENTER LOCATED AT 5075 PEACHTREE PKWY., DIST. 6, LAND LOT 318, PEACHTREE CORNERS, GA**

**WHEREAS:** Notice to the public regarding said public hearing has been duly published in The Gwinnett Daily Post, the Official News Organ of Peachtree Corners; and

**WHEREAS:** Public Hearings were held by the Mayor and City Council of Peachtree Corners on August 15, 2017 and September 19, 2017;

**NOW THEREFORE, IT IS HEREBY ORDAINED** by the governing authority of the City of Peachtree Corners, Georgia that Change In Conditions Case CIC2017-003, Passion Fur Pups, for the above referenced property is hereby denied.

So Signed and Witnessed

Approved:

this \_\_\_\_\_ day of \_\_\_\_\_, 2017

Attest:

\_\_\_\_\_  
Kymerly Chereck, City Clerk

\_\_\_\_\_  
Mike Mason, Mayor

**CITY OF PEACHTREE CORNERS  
COMMUNITY DEVELOPMENT DEPARTMENT**

**CHANGE IN CONDITIONS ANALYSIS**

PLANNING COMMISSION

DATE: AUGUST 8, 2017  
CITY COUNCIL DATE: SEPTEMBER 19, 2017

CASE NAME: **PASSION FUR PUPS**

CASE NUMBER: **CIC2017-003**

CURRENT ZONING: C-2

LOCATION: 5075 PEACHTREE PARKWAY

MAP NUMBERS: 6<sup>th</sup> DISTRICT, LAND LOT 318

ACREAGE: 16.45 ACRES: ENTIRE SHOPPING CENTER  
8.63 ACRES: THIS PARCEL

PROPOSED DEVELOPMENT: CHANGE IN CONDITIONS TO ALLOW PET GROOMING AT AN EXISTING SHOPPING CENTER BY REMOVING A CONDITION PROHIBITING PET SHOPS AND GROOMING ESTABLISHMENTS

FUTURE DEVELOPMENT MAP: PREFERRED OFFICE

APPLICANT: SYLVIA WHITE  
2451 INVERLOCH CIR  
DULUTH, GA 30096

CONTACT: BUDDY SMALL  
404-202-0012

OWNER: ICM VI JONES BRIDGE SQUARE LP  
445 BISHOP ST NW #100  
ATLANTA, GA 30318

**PLANNING COMMISSION  
RECOMMENDATION: DENY**

**STAFF  
RECOMMENDATION: APPROVE WITH CONDITIONS**

## SUMMARY:

The applicant is seeking to change the conditions of a past rezoning case at a shopping center property totaling 16.45 acres. The properties consist of a main shopping center parcel containing an Ingles grocery store as well as numerous smaller retail shops and restaurants and five outparcels containing a mix of retail, restaurant, educational, and medical office uses. These parcels are located on the west side of Peachtree Parkway just north of Jones Bridge Road. These properties are adjacent to R-75 single-family properties to the rear.

The applicant's request is to change a condition of Gwinnett County rezoning case RZ1996-134. This condition states that pet shops and grooming establishments are prohibited uses.

The pet grooming establishment occupies a 1700-square-foot space in the Ingles Shopping Center known as Suite 106. The groomer plans to operate Tuesday through Saturday. The hours of operation are 8:30 a.m. to 4:00 p.m. weekdays and 10:00 a.m. to 4:00 p.m. Saturdays.

## ZONING HISTORY:

The entire 16.45-acre property was rezoned from C-1 and O-1 to C-2 in 1993 (Case RZ1993-079). A subsequent rezoning (Case RZ1996-134) allowed for a change to conditions for the construction of the McDonald's restaurant on one of the outparcels. At that time, additional conditions were placed on the property, one of which the applicant is seeking to change. The condition reads as follows:

- A. All uses and special uses permitted within the C-1 zoning district. All uses permitted within the C-2 zoning district, except for the following: animal hospitals or veterinary clinics; automotive car wash; automotive parts stores; billboards; building, electrical or plumbing contractors; convenience stores with or without gas pumps; funeral homes or mausoleums; furniture rental establishments; equipment rental; hotels or motels; self service or coin operated laundries; liquor stores; mobile buildings; parking lots and garages; pest control businesses; pet shops or grooming establishments; lounges; recovered materials processing facility; yard trimmings composting facility; any temporary uses; and, any special uses, including auto body repair shop; auto repair shops or tire stores; automotive sales lots; automotive service stations; building material sales with outdoor storage; contractor's offices or the outside storage of equipment or materials; heavy equipment or farm equipment rental, sales or service; lawnmower repair shops; machine or welding shops; mini-warehouse storage facilities; mobile home or mobile home building, leasing or sales; recreational facilities (i.e., miniature golf courses, water slides, bowling facilities); residential or community shelters; and, taxi cab or limousine services.

## DEPARTMENT ANALYSIS:

The proposal for pet grooming is consistent with standard C-2 zoning and would be located in a shopping center that is already home to numerous neighborhood-serving commercial establishments, including a grocery store, numerous restaurants, a pharmacy, a tutoring center, a dentist office, a music shop, and a dry cleaner amongst others.

Additionally, the location of the grooming establishment is approximately 250 feet from the nearest residential rear property line across Jones Bridge Road (these homes are on Wild Ginger Cove). It is also approximately 325 feet from the nearest residential property line on Avala Park Lane (behind the Ingles grocery store). The residential neighborhood on Coventry Park Lane across Peachtree Parkway from the grooming establishment is 650 feet away at its nearest point. This neighborhood is located behind an existing stand of tall evergreen trees.

Staff confirmed that the applicant's business is licensed by the state Department of Agriculture. The Health Department does not regulate grooming shops nor require any distance between grooming shops and other uses such as the nearby restaurants and grocery store.

The applicant started the pet grooming business without a city business license. The application for a license had been submitted, but had not been received when the shop opened to customers. The applicant is now attempting to correct an outstanding code violation by pursuing this public hearing application. However, in the intervening month since the pet grooming business has been operational, there have been no neighbor complaints about any aspects of the business and staff has had an opportunity to assess the daily activities.

Staff observed the site on five separate occasions once a day from Monday, July 17 through Friday, July 21, 2017 at various times of the business day. Staff observed both the front and rear of the tenant space and the surrounding parking areas, sidewalks, and landscaping. Each of the five visits resulted in the same observations:

- No noise from dogs, other animals, equipment, or any other source could be heard in the service area behind the building nor in the public area in front of the shop.
- No smells from any dog waste or grooming by-products were noticeable behind the shop nor in the front.
- No refuse, inventory, or any other objects were stored in the area behind the building nor in the front.
- No dog waste was observed in the landscaped islands in the parking lot.

Staff also toured the shop during business hours and found it to be clean and free of odors, waste, debris, or other undesirable conditions. During the visit, two dogs were in the process of being groomed and no excessive noise was heard.

The Planning Commission heard this case on August 8, 2017 and recommended denial. At the hearing, three public speakers voiced opposition to the project for three main reasons:

- **Concern #1:** Changing this zoning condition will set a precedent allowing for other prohibited uses to be permitted at this shopping center

- **Staff response:** Removing the prohibition on grooming shops in no way impacts the validity of the remaining prohibitions of any other conditions in place on the property. Each use is evaluated on its own merits on a case-by-case basis. The specific characteristics of each use are evaluated and are not interchangeable with or applicable to other uses. For example, the land use impacts of a gas station are much different than those of a grooming shop.
- **Concern #2:** Dog waste outside of the business will create unsanitary conditions impacting public health
  - **Staff response:** In the time that this business has been operating, there have been no instances of dog waste observed by either staff or the business owner. And no complaints have been received from customers of the center regarding this issue. To ensure this continues to be the case, the recommended conditions include a requirement to keep the surrounding area clean and free of pet waste and a requirement to install a pet relief area in the rear of the business.
- **Concern #3:** The walkability of this neighborhood will be undermined by the prospect of pedestrians stepping in dog waste
  - **Staff response:** Dogs are not currently prohibited from the shopping center. Many nearby residents walk in and around this shopping center, often with their dog(s) for leisure. Therefore, the grooming shop does not introduce dogs to an otherwise dog-free area. In fact, patrons of the adjacent taco shop can dine on the patio with their dogs. Staff believes that dog-friendly businesses are an amenity and enhance a neighborhood's walkability rather than detract from it.

## RECOMMENDATION:

After hearing public comment, the Planning Commission recommended that CIC2017-003 be denied.

If the Council would like to consider approving CIC2017-003, the following conditions are recommended:

1. Gwinnett County case RZ1996-134 condition 'A' shall be amended to remove "pet shops or grooming establishments" as a prohibited use.
2. The applicant shall ensure that the parking lot, sidewalks, and landscaped areas within 100 feet of the business in all directions shall be maintained free of dog waste.
3. No overnight stays or kennel-type business is permitted.
4. Signage shall be in conformance with Chapter 54 of the City Code and the Activity Center/Corridor Overlay District standards.
5. The applicant shall install and maintain in a sanitary condition a pet relief area in the rear of the business.



## PUBLIC HEARING APPLICATION

### REZONING, SPECIAL USE PERMIT, OR CHANGE IN CONDITIONS

A properly completed application and fees are due at the time of submittal. **An incomplete application will not be accepted.** Original signatures are required for the Application.

REQUIRED ITEMS	NUMBER OF COPIES	CHECK
Completed Application Form	• 1 original	<input checked="" type="checkbox"/>
Boundary Survey with Legal Description	• 1 full size copy • 1- 8-1/2" x 11" or 11" x 17" reduction	<input checked="" type="checkbox"/>
Site Plan	• 1 full size Copy • 1- 8-1/2" x 11" or 11" x 17" reduction	<input checked="" type="checkbox"/>
Letter of Intent Describing Reason for Request and Proposed Use of Property	• 1 copy	<input checked="" type="checkbox"/>
Applicant Certification with Notarized Signature	• 1 copy	<input checked="" type="checkbox"/>
Property Owner Certification with Notarized Signature	• 1 copy	<input checked="" type="checkbox"/>
Standards Governing Exercise of the Zoning Power	• 1 copy	<input checked="" type="checkbox"/>
Disclosure Report Form (Conflict of Interest Certification/Campaign Contributions)	• 1 copy	<input checked="" type="checkbox"/>
Verification of Paid Property Taxes (most recent year)	• One (1) Copy (for each tax parcel included)	<input checked="" type="checkbox"/>
Electronic copy of complete package	• One (1) copy	<input type="checkbox"/>
Application Fee	• Make checks payable to the City of Peachtree Corners	<input type="checkbox"/>
<b>ADDITIONAL EXHIBITS (IF REQUIRED)</b>		
Additional site plan requirements for R-TH, R-ZT, Modified, CSO, OBP, HRR, R-SR, MUD or MUO rezoning requests	• 1 copy	<input type="checkbox"/>
Traffic Study	• 1 copy	<input type="checkbox"/>
Development of Regional Impact Review Form	• 1 copy	<input type="checkbox"/>
Building Compliance Inspection	• 1 copy	<input type="checkbox"/>

**REZONING, SPECIAL USE PERMIT, OR CHANGE IN CONDITIONS APPLICATION**

AN APPLICATION TO AMEND THE OFFICIAL ZONING MAP OF THE CITY OF PEACHTREE CORNERS, GEORGIA

APPLICANT INFORMATION	PROPERTY OWNER INFORMATION
NAME: <u>Sylvia White</u>	NAME: <u>ICM VI Jones Bridge Square LP</u>
ADDRESS: <u>2451 Interloch Cir</u>	ADDRESS: <u>445 Bishop Street, Ste 100</u>
CITY: <u>Atlanta</u>	CITY: <u>Atlanta</u>
STATE: <u>GA</u> ZIP: <u>30096</u>	STATE: <u>GA</u> ZIP: <u>30318</u>
PHONE: <u>4708482344</u>	PHONE: <u>678-642-3986</u>
E-MAIL: <u>info@passionfulps.com</u>	E-MAIL: <u>spattou@icmgroup.net</u>
<b>APPLICANT CONTACT, IF DIFFERENT THAN ABOVE</b>	
CONTACT PERSON: <u>Buddy Small</u>	PHONE: <u>404.202.0012</u>
CONTACT'S E-MAIL: <u>bsmall@pointerce.com</u>	

**APPLICANT IS THE:**

PROPERTY OWNER       <sup>TENANT</sup> CONTRACT PURCHASER

PRESENT ZONING DISTRICT(S): C-2 REQUESTED ZONING DISTRICT: C-2 (CHANGE CONDITION)

LAND DISTRICT(S): 6 LAND LOT(S): 318 ACREAGE: \_\_\_\_\_

ADDRESS OF PROPERTY: 5075 Peachtree Parkway, Suite 106, Norcross, GA 30092

PROPOSED DEVELOPMENT: \_\_\_\_\_

*Staff Use Only This Section*

Case Number: CIC 2017-003 Hearing Date: PIC 8/8 CIC 9/19 Received Date: 21 JUN 2017

Fees Paid: \_\_\_\_\_ By: JC

Related Cases & Applicable Conditions:

Description:

**RESIDENTIAL DEVELOPMENT**

**NON-RESIDENTIAL DEVELOPMENT**

No. of Lots/Dwelling Units \_\_\_\_\_

No. of Buildings/Lots: \_\_\_\_\_

Dwelling Unit Size (Sq. Ft.): \_\_\_\_\_

Total Bldg. Sq. Ft.: \_\_\_\_\_

Gross Density: \_\_\_\_\_

**FEE SCHEDULE**

**1. Rezoning, Change-in-Conditions and Special Use Permit Fees – Residential Zoning Districts**

(note: a Special Use Permit related to a rezoning case shall not incur an additional fee)

- A. For the following single-family residential zoning districts: RA-200, R-140, R-LL, R-100, R-75, RL, MHS.

- 0 - 5 Acres = \$ 500
- > 5 - 10 Acres = \$ 1,000
- > 10 - 20 Acres = \$ 1,500
- > 20 - 100 Acres = \$ 2,000
- > 100 - Acres = \$ 2,500 plus \$40 for each additional acre over 100
- Maximum Fee: \$10,000

- B. For the following single and multifamily residential zoning districts: R-TH, RMD, RM-6, RM-8, RM-10, RM-13, R-SR, MH, R-60, R-ZT, R-75 MODIFIED or CSO, and R-100 MODIFIED or CSO.

- 0 - 5 Acres = \$ 850
- > 5 - 10 Acres = \$1,600
- > 10 - 20 Acres = \$2,100
- > 20 - 100 Acres = \$2,600
- > 100 - Acres = \$3,200 plus \$40 for each additional acre over 100

**2. Rezoning, Change-in-Conditions and Special Use Permit Fees - Non-Residential Zoning Districts**

(note: a Special Use Permit related to a rezoning case shall not incur an additional fee)

For the following office, commercial and industrial zoning districts: C-1, C-2, C-3, O-1, OBP, M-1, M-2, HS, NS.

- 0 - 5 Acres = \$ 850
- > 5 - 10 Acres = \$1,600
- > 10 - 20 Acres = \$2,100
- > 20 - 100 Acres = \$2,600
- > 100 - Acres = \$3,200 plus \$50 for each additional acre over 100

**3. Mixed-Use (MUD and MUO) or High Rise Residential (HRR)**

Application Fee – \$1,200 plus \$75 per acre (maximum fee - \$10,000)

- 4. Chattahoochee Corridor Review (involving a public hearing) - \$150.
- 5. Buffer Reduction (Greater than 50%) Application Fee - \$500.
- 6. Zoning Certification Letter - \$100 (per non-contiguous parcel).

June 20, 2017

City of Peachtree Corners  
Zoning Department  
147 Technology Pkwy NW #200, Peachtree Corners, GA 30092

Letter of Intent: To Whom It May Concern:

Sylvia White and Alyssa Peterson are submitting this Letter of Intent on behalf of Passion Fur Pups, LLC.

5075 Peachtree Parkway (Suite 106) is a 1,700 square foot space and is located in the Jones Bridge Square Plaza. The Suite is currently used for the purpose of grooming and washing dogs. Our intent is to occupy this space as a tenant to serve the public and their pets grooming needs.

The salon will have up to 4 operating groomers with 2 bathers. They will operate Tuesday through Friday from 8:30 a.m. to 4:00 p.m. Saturday 10:00 am to 4:00 pm. As part of the animal community this business is fully invested in canine volunteerism and commerce. We offer a service no other grooming salon in our area can provide; accessibility and convenience for our canine owners of this community. We believe this area needs a high quality, safe, healthy environment for pets and their people.

Sylvia White has been selected as the co-owner per her affiliation with up to date animal medicine and expertise in canine health as a Oncology Technician for small animals and years of training in zoonotic disease. Alyssa Peterson also selected for co-ownership per her 7 years of professional grooming experience and background in canine health.

Since the commencement of Passion Fur Pups, LLC the company has received enumerable positive feedback and support from all previous client, walk in, and local animal affiliated businesses. Passion Fur Pups , LLC would like to continue providing this much needed and desired public service.If you have any questions about our services or business model you can contact Sylvia White or Alyssa Peterson at (770) 685-1234 or (470) 848-2344/ (678) 927-8775.

Sincerely,

Sylvia White/ Alyssa Peterson

**DISCLOSURE REPORT FORM  
CONFLICT OF INTEREST CERTIFICATION/CAMPAIGN CONTRIBUTIONS**

WITHIN THE (2) YEARS IMMEDIATELY PRECEDING THE FILING OF THIS ZONING PETITION HAVE YOU, AS THE APPLICANT FOR THE REZONING, SPECIAL USE PERMIT, OR CHANGE IN CONDITIONS PETITION, OR AN ATTORNEY OR AGENT OF THE APPLICANT FOR THE REZONING, SPECIAL USE PERMIT, OR CHANGE IN CONDITIONS PETITION, MADE ANY CAMPAIGN CONTRIBUTIONS AGGREGATING \$250.00 OR MORE OR MADE GIFTS HAVING AN AGGREGATE VALUE OF \$250.00 TO THE MAYOR OR ANY MEMBER OF THE CITY COUNCIL?

CHECK ONE:       YES       NO  
(If yes, please complete the "Campaign Contributions" section below)

Sylvia White  
Print Name

1. CAMPAIGN CONTRIBUTIONS

Name of Government Official	Total Dollar Amount	Date of Contribution	Enumeration and Description of Gift Valued at \$250.00 or more

2. THE UNDERSIGNED ACKNOWLEDGES THAT THIS DISCLOSURE IS MADE IN ACCORDANCE WITH THE OFFICIAL CODE OF GEORGIA, SECTION 36-67A-1 ET. SEQ. CONFLICT OF INTEREST IN ZONING ACTIONS, AND THAT THE INFORMATION SET FORTH HEREIN IS TRUE TO THE UNDERSIGNED'S BEST KNOWLEDGE, INFORMATION AND BELIEF.

Sylvia White      6/20/17      Sylvia White Owner  
Signature of Applicant      Date      Type or Print Name and Title

\_\_\_\_\_  
Signature of Applicant's Attorney or Representative      Date      Type or Print Name and Title

\_\_\_\_\_  
Signature of Notary      Date      Notary Seal

**APPLICANT'S CERTIFICATION**

The undersigned below states under oath that they are authorized to make this application. The undersigned is aware that no application or reapplication affecting the same land shall be acted upon within 12 months from the date of last action by the city council unless waived by the city council. In no case shall an application or reapplication be acted upon in less than six (6) months from the date of last action by the city council.

Sylvia White 6/20/17  
Signature of Applicant Date

Sylvia White CO-owner - Passin Fur Pops, LLC  
Type or Print Name and Title

[Signature] 6/20/17  
Signature of Notary Public Date



Notary Seal

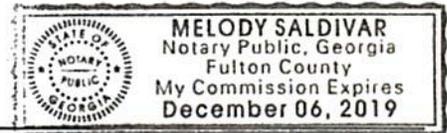
**PROPERTY OWNER'S CERTIFICATION**

The undersigned below states under oath that they are authorized to make this application. The undersigned is aware that no application or reapplication affecting the same land shall be acted upon within 12 months from the date of last action by the city council unless waived by the city council. In no case shall an application or reapplication be acted upon in less than six (6) months from the date of last action by the city council. As the property owner, I authorize the above noted applicant to act on my behalf with regard to this application.

[Signature] 6-21-2017  
Signature of Property Owner Date

Spencer Patton Vice President  
Type or Print Name and Title

[Signature] 6/21/17  
Signature of Notary Public Date



Notary Seal

**APPLICANT'S RESPONSE**  
**STANDARDS GOVERNING THE EXERCISE OF THE ZONING POWER**

Pursuant to section 1702 of the 2012 zoning resolution, the city council finds that the following standards are relevant in balancing the interest in promoting the public health, safety, morality or general welfare against the right to the unrestricted use of property and shall govern the exercise of the zoning power.

PLEASE RESPOND TO THE FOLLOWING STANDARDS IN THE SPACE PROVIDED OR USE AN ATTACHMENT AS NECESSARY:

- A. Will this proposed rezoning, special use permit, or change in conditions permit a use that is suitable in view of the use and development of adjacent and nearby property? *yes*
- B. Will this proposed rezoning, special use permit, or change in conditions will adversely affect the existing use or usability of adjacent or nearby property? *no*
- C. Does the property to be affected by a proposed rezoning, special use permit, or change in conditions have reasonable economic use as currently zoned? *yes*
- D. Will the proposed rezoning, special use permit, or change in conditions will result in a use which will or could cause an excessive or burdensome use of existing streets, transportation facilities, utilities, or schools? *no*
- E. Will the proposed rezoning, special use permit, or change in conditions is in conformity with the policy and intent of the land use plan? *yes*
- F. Are there are other existing or changing conditions affecting the use and development of the property which give supporting grounds for either approval or disapproval of the proposed rezoning, special use permit, or change in conditions? *no*

**VERIFICATION OF CURRENT PAID PROPERTY TAXES FOR REZONING**

THE UNDERSIGNED BELOW IS AUTHORIZED TO MAKE THIS APPLICATION. THE UNDERSIGNED CERTIFIES THAT ALL CITY OF PEACHTREE CORNERS PROPERTY TAXES BILLED TO DATE FOR THE PARCEL LISTED BELOW HAVE BEEN PAID IN FULL TO THE TAX COMMISSIONER OF GWINNETT COUNTY, GEORGIA. IN NO CASE SHALL A PUBLIC HEARING APPLICATION BE PROCESSED WITHOUT SUCH PROPERTY VERIFICATION.

**A SEPARATE VERIFICATION FORM MUST BE COMPLETED FOR EACH TAX PARCEL INCLUDED IN THE REZONING REQUEST.**

PARCEL I.D. NUMBER: 6 - 318 - 005  
(Map Reference Number) District Land Lot Parcel

Suzanne White 6/20/17  
Signature of Applicant Date

Sylvia White co-owner  
Type or Print Name and Title

---

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*Tax Commissioners Use Only*

(PAYMENT OF ALL PROPERTY TAXES BILLED TO DATE FOR THE ABOVE REFERENCED PARCEL HAVE BEEN VERIFIED AS PAID CURRENT AND CONFIRMED BY THE SIGNATURE BELOW)

\_\_\_\_\_  
NAME TITLE

\_\_\_\_\_  
DATE

---

---

# JONES BRIDGE SQUARE

5075 Peachtree Pkwy • Peachtree Corners, GA • 30092



SUITE	TENANT	SQUARE FEET
1	Ingles	62,603
2	MUSIC DO RE MI	1,750
3	Passion Fur Pups	1,750
4	Columbia Dental Group	3,355
5	Tequerie Del Mar	2,855
6	Kumon Math & Reading Center	1,400
7	AVAILABLE	1,400
8	Pro Nails	1,150
9	Riverside Pizza	2,000
10	Hi-Tech Cleaner	1,200
11	Subway	1,200
12	Dunkin Donuts	1,800
<b>TOTAL</b>		<b>83,363</b>



PEACHTREE PARKWAY (57,350 AADT)

E JONES BRIDGE ROAD

The Goddard School





**Public Hearing Application Certification**

Complete application received on: 21 JUN 2017

Fee received \$ 850.00

SUP # \_\_\_\_\_

CIC# 2017-003

RZ# \_\_\_\_\_

V# \_\_\_\_\_

PH# \_\_\_\_\_

Property Address 5075 PEACHTREE PKWY #106

Application Request CHANGE IN CONDITIONS TO ALLOW PET GROOMING

Sign Pick up date JULY 17-21, 2017 ANY DAY

Sign Posting\* date BY JULY 21, 2017

Planning Commission\*\*  
Hearing Date (attendance required) AUGUST 8, 2017

City Council\*\* Hearing Date  
(1<sup>st</sup> Reading - attendance not required) AUGUST 15, 2017

City Council\*\*+ Hearing Date  
(2<sup>nd</sup> Reading - attendance required) SEPTEMBER 19, 2017

Zoning Board of Appeals\*\* Hearing Date \_\_\_\_\_

\*E-mail photo of posted sign to [dwheeler@peachtreecornersga.gov](mailto:dwheeler@peachtreecornersga.gov)

\*\*Hearing held at City Hall, 147 Technology Pkwy., Suite 200, 7:00PM



RECEIPT NUMBER

00004064

**CITY OF PEACHTREE CORNER**

147 TECHNOLOGY PARKWAY SUITE 200  
Peachtree Corners, GA 30092  
Ph: (678) 691-1200 Fax: (678) 691-1201

**Paid By**

PASSION FUR PUPS  
5075 PEACHTREE PKWY STE 106  
PEACHTREE CORNERS, GA 30092

**DATE PAID**  
06/21/2017

Type	Record	Category	Description	Amount
PZE Process	CIC2017-003	Standard Item	Non-Resi Zoning Districts Up	\$ 850.00

Property Address: 5075 PEACHTREE PKWY STE 106

**Total \$ 850.00**

Cash

Check

Credit \$ 850.00

Transferred

**Tendered \$ 850.00**

**Change \$ 0.00**

**To Overpayment \$ 0.00**

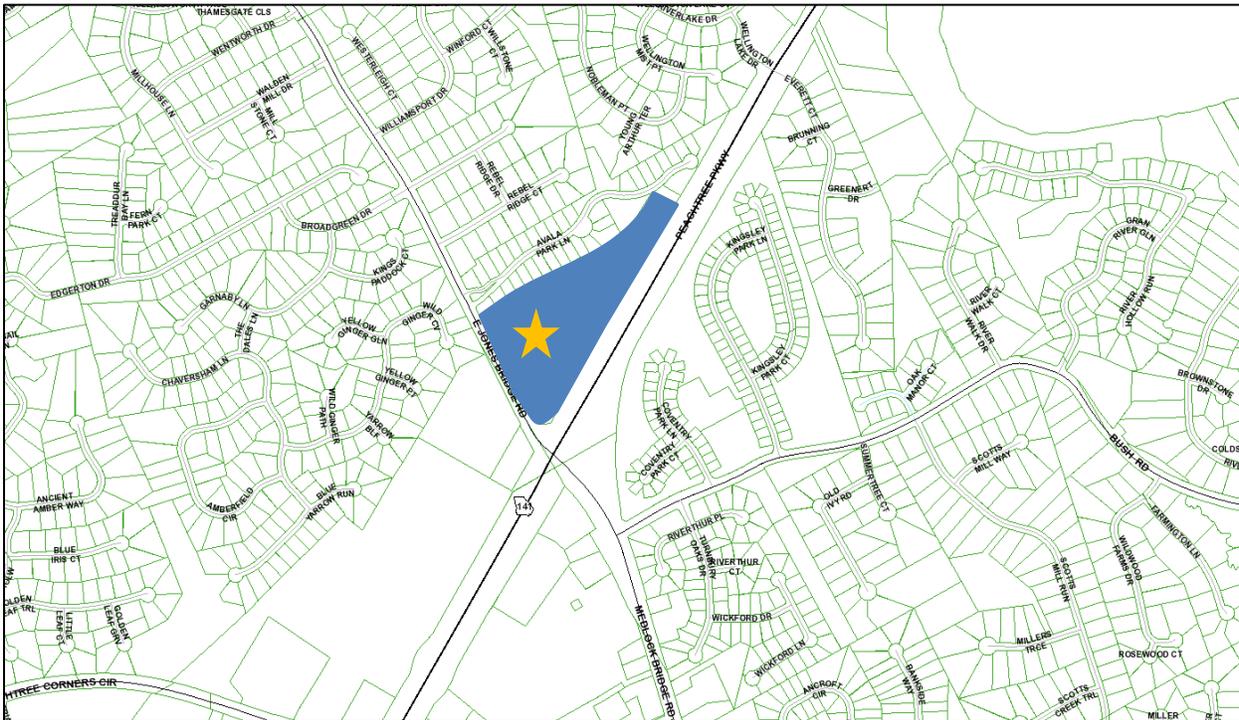
**Date Printed**  
06/22/2017



Passion Fur Pups

## PROPERTY LOCATION MAP

### Passion Fur Pups



**CASE NUMBER:**

**CIC2017-003**

**PLANNING  
COMMISSION**

**CITY COUNCIL  
1<sup>ST</sup> READING**

**CITY COUNCIL  
2<sup>ND</sup> READING**

**HEARING DATES:**

**AUG. 8, 2017**

**AUG. 15, 2017**

**SEP. 19, 2017**

**PROPERTY ADDRESS:**

**5075 Peachtree Pkwy.**

**02017-08-98**

STATE OF GEORGIA  
CITY OF PEACHTREE CORNERS

**AN ORDINANCE OF THE MAYOR AND COUNCIL OF THE CITY OF PEACHTREE CORNERS, GEORGIA TO AMEND CHAPTER 6 (ALCOHOLIC BEVERAGES) TO PROVIDE FOR ARTICLE XII (MANUFACTURERS OF DISTILLED SPIRITS, MALT BEVERAGES AND WINE) REGULATING RETAIL SALE OF ALCOHOLIC BEVERAGES AND SALE FOR CONSUMPTION ON THE PREMISES; TO PROVIDE FOR AN EFFECTIVE DATE; AND FOR OTHER PURPOSES**

**WHEREAS**, the Mayor and Council of the City of Peachtree Corners (“City Council”) are charged with the protection of the public health, safety, and welfare of the citizens of the City of Peachtree Corners; and

**WHEREAS**, the City Council has determined that it is appropriate from time to time to modify the Code of Ordinances of the City of Peachtree Corners (the “Code”) to further protect the public health, safety, and welfare of the citizens of Peachtree Corners; and

**BE IT ORDAINED** by the Mayor and City Council of the City of Peachtree Corners, Georgia that the City’s Code of Ordinances is amended as follows:

**SECTION I:** Chapter 6 relating to Alcoholic Beverages is hereby amended by adding Article XII relating to Manufacturers of Distilled Spirits and Malt Beverages, and will read as follows:

Article XII Manufacturers of Distilled Spirits and Malt Beverages.

**Sec. 6-400-. License required to manufacture.**

It shall be unlawful for any person to manufacture any alcoholic beverages within the city except under a valid license issued under this Article and Chapter.

**Sec. 6-401. Manufacturer defined.**

As used herein, a manufacturer means any maker, producer, or bottler of an alcoholic beverage and:

(A) In the case of distilled spirits, any person engaged in distilling, rectifying, or blending any distilled spirits, also known as a distiller; or

(B) In the case of malt beverages, any brewer, excepting, however, brewpub brewers, licensed under Article X of this Chapter.

**Sec. 6-402. Compliance with state law required.**

The applicant for a manufacturer license shall be subject to and comply with all state laws and regulations.

**Sec. 6-403. Application for a manufacturer license.**

Application for a manufacturer license shall be made in the same manner and subject to the same rules and procedures as an application for any other license authorized under this Chapter. The application shall be accompanied by the requisite fee in an amount as set by resolution of the city council, which amount shall remain in effect until modified or amended by subsequent resolution adopted by the city council.

**Sec. 6-404. Manufacturer licenses.**

Manufacturer licenses which may be issued under this Article shall be specific to the alcoholic beverage to be manufactured:

- (A) Manufacturer license for distilled spirits
- (B) Manufacturer license for malt beverages

**Sec. 6-405. Manufacturer of Distilled Spirits**

- (A) Barrel, as used in this section, means 53 gallons.
- (B) As provided by O.C.G.A. 3-4-24.2, a limited exception to the three-tier system for the distribution and sale of distilled spirits shall include the right to sell up to 500 barrels of distilled spirits per year produced at the distiller's licensed premises to individuals who are on the premises for: (1) consumption on the premises; and (2) consumption off the premises, provided that such sales for consumption off the premises shall not exceed a maximum of 2,250 milliliters of distilled spirits per consumer per day.
- (C) A distiller may sell distilled spirits pursuant to subsection (A) of this section on all days and at all times that sales of distilled spirits by retailers and retail consumption dealers are lawful, including, but not limited to Sundays.
- (D) A distiller shall not sell any distilled spirits for consumption off the premises pursuant to subsection (A) of this section at a price less than the price at which a person licensed to sell distilled spirits by the package is permitted to sell distilled spirits pursuant to O.C.G.A 3-4-26(b).
- (E) Any distiller engaging in sales of distilled spirits pursuant to subsection (A) of this section shall remit all sales, use, and excise taxes to the proper tax collecting authority.

**Sec. 6-406 - Manufacturer of Malt Beverages**

- (A) Barrel, as used in this section, means 31 gallons.
- (B) As provided by O.C.G.A. 3-4-24.1, a limited exception to the three-tier system for the distribution and sale of malt beverages shall include the right to sell up to 3,000 barrels of malt beverages per year produced at the brewer's licensed premises to individuals who are on the premises for: (1) consumption on the premises; and (2) consumption off the premises, provided that such sales for consumption off the

premises shall not exceed a maximum of 288 ounces of malt beverage per consumer per day.

- (C) A brewer may sell malt beverages pursuant to subsection (A) of this section on all days and at all times that sales of malt beverages by retailers are lawful, including, but not limited to Sundays.
- (D) A brewer engaging in sales of malt beverages pursuant to subsection (A) of this section shall remit all sales, use, and excise taxes to the proper tax collecting authority.

**Sec. 6-407. Sale allowed only to wholesalers.**

Distilled spirits and malt beverages manufactured pursuant to a manufacturer license issued hereunder shall be sold only to wholesalers and not directly to retailers or end consumers except as may otherwise be specifically provided hereinabove as allowed by state law.

**Secs. 6-408 - 430. Reserved.**

**SECTION II:** It is the intention of the City Council and it is hereby ordained by the authority of the City Council that the provisions of this Ordinance shall become and be made a part of The Code of the City of Peachtree Corners, Georgia, and the codifier is authorized to make the specified deletions, insertions, additions, and to insert headings, article numbers and section numbers as and where appropriate.

**SECTION III:** All ordinances or parts of ordinances in conflict with this Ordinance are hereby repealed to the extent of such conflict.

**SECTION IV:** If any section, subsection, provisions, or clause of any part of this Ordinance shall be declared invalid or unconstitutional, or, if the provisions of any part of this Ordinance as applied to any particular situation or set of circumstances shall be declared invalid or unconstitutional, such invalidity shall not be construed to affect the portions of this Ordinance not so held to be invalid, or the application of this Ordinance to other circumstances not so held to be invalid. It is hereby declared as the intent of the City Council that this Ordinance would have been adopted in its current form without the invalid or unconstitutional provision contained therein.

**SECTION V:** This Ordinance shall become effective immediately upon adoption.

**SO ORDAINED** this 19<sup>th</sup> day of August, 2017.

CITY OF PEACHTREE CORNERS, GEORGIA

By: \_\_\_\_\_

Mike Mason, Mayor

Attest:

\_\_\_\_\_

Kym Chereck, City Clerk

(SEAL)

**R2017-08-82**

**CITY OF PEACHTREE CORNERS  
COUNTY OF GWINNETT, STATE OF GEORGIA**

**RESOLUTION 2017-08-82**

A RESOLUTION OF THE CITY OF PEACHTREE CORNERS AUTHORIZING PUBLIC WORKS TO INSTALL TRAFFIC CONTROL AT INDIAN FIELD AND RIVER BOTTOM DRIVE.

WHEREAS, the Public Works infrastructure, facilities, and services are of vital importance to the health, safety, and well-being of the citizens of our community; and

WHEREAS, the safety of the travelling public, both vehicular and pedestrian, is of the utmost importance to the community; and

WHEREAS, residents of Indian Field and River Bottom Drive, have observed dangerous traffic conditions and have requested assistance with mitigating those conditions through a signed petition and completed request for additional traffic control; and

WHEREAS, the Mayor and Council recognize the need for a traffic control plan consisting of the installation of a three way stop, including any necessary signs and striping, at the intersection of Indian Field and River Bottom Drive;

**NOW, THEREFORE, BE IT RESOLVED**, by the Mayor and Council for the City of Peachtree Corners, the Public Works Department is authorized and instructed to install the described traffic control items for Indian Field and River Bottom Drive.

**SO RESOLVED AND EFFECTIVE**, this the 19th day of September 2017.

Approved:

\_\_\_\_\_  
Mike Mason, Mayor

Attest:

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

**Action Item**  
**(Town Center**  
**Parking Deck)**



# MEMO

---

TO: Mayor and Council

CC: Brian Johnson, City Manager

FROM: Diana Wheeler, Community Development Director

DATE: September 19, 2017

---

## Recommendation

Approve Screen Option #2, as recommended by the Arts Council.

## Background

At their July meeting, the Planning Commission reviewed the Town Center building elevations. They unanimously recommended approval of all the elevations, but were hesitant about the screen-printed material intended as the facing for the parking deck on the botanical garden side of the structure. After discussion, they moved this item forward and noted that of the three design patterns shown for the screening, they preferred option #2. At the following City Council meeting, Staff was asked to present the three screen design option to the Arts Council for their review and recommendation. At their August 23<sup>rd</sup> meeting, the Arts Council reviewed the three design options and recommended approval of screen design Option #2, as well. The Arts Council noted that they favored this option because of its more realistic appearance and the expectation that this screen design would blend in best with its botanical garden surroundings.



TEXTURE EXAMPLE



MOVIE THEATER / EAST SIDE



BOTANICAL WALK / SOUTH SIDE

# GARAGE SCREEN: OPTION 1



TEXTURE EXAMPLE



MOVIE THEATER / EAST SIDE



BOTANICAL WALK / SOUTH SIDE

# GARAGE SCREEN: OPTION 2



TEXTURE EXAMPLE



MOVIE THEATER / EAST SIDE



BOTANICAL WALK / SOUTH SIDE

# GARAGE SCREEN: OPTION 3

**R2017-09-86**

**A RESOLUTION ADOPTING AND APPROVING THE SCHEDULE OF FEES FOR  
ALCOHOLIC BEVERAGE LICENSES WITH THE ADDITION OF  
MANUFACTURERS OF DISTILLED SPIRITS, MALT BEVERAGE, AND WINE  
ALCOHOLIC BEVERAGE LICENSE IN THE CITY OF PEACHTREE CORNERS,  
GEORGIA**

**WHEREAS,** the Charter of the City of Peachtree Corners authorizes the City to provide for the general health, safety and welfare of the citizens of the City; and

**WHEREAS,** the Charter of the City of Peachtree Corners further authorizes the City to provide administrative services and authorizes the City to charge and collect appropriate fees for provision of same; and

**WHEREAS,** the Mayor and City Council previously adopted an Ordinance adopting, alcohol beverage license regulations of Chapter 6 (Alcoholic Beverages) of the code of the City of Peachtree Corners

**WHEREAS,** as a function of licensing and inspection, the City is authorized to charge reasonable fees for said services.

**NOW, THEREFORE, BE IT RESOLVED,** by the Mayor and Council for the City of Peachtree Corners, that the attached Fee Schedule for Alcohol Beverage License and Administrative Fees are hereby adopted and approved.

**SO RESOLVED AND EFFECTIVE,** this the \_\_\_\_ day of \_\_\_\_\_,  
2017.

Approved:

\_\_\_\_\_  
Mike Mason, Mayor

Attest:

\_\_\_\_\_  
Kim Chereck, City Clerk  
Seal

**R2017-09-83**

**A RESOLUTION OF THE CITY OF PEACHTREE CORNERS, GEORGIA TO  
ACCEPT THE CONVEYANCE OF CERTAIN PORTIONS OF LAND LOT 301, 6<sup>TH</sup>  
DISTRICT, GWINNETT COUNTY, GEORGIA FROM THE DEVELOPMENT  
AUTHORITY OF THE CITY OF PEACHTREE CORNERS (DDA) FOR THE  
PURPOSE OF CONSTRUCTING ROADS AND A PARKING DECK AT THE  
TOWN CENTER.**

**WHEREAS**, the DDA owns a portion of the property being developed as the Town Center; and

**WHEREAS**, part of that land is intended to accommodate roadways and a parking deck; and

**WHEREAS**, the City of Peachtree Corners needs to acquire ownership of the land where the roadways and parking deck are situated in order to undertake their construction;

**NOW THEREFORE, IT IS HEREBY RESOLVED by the governing authority of the City of Peachtree Corners, Georgia**, that the Warranty Deed executed by the DDA conveying a certain portion of Land Lot 301, 6<sup>th</sup> district, Gwinnett County, Georgia (and as further described in Exhibit 'A' attached to the Warranty Deed) is hereby accepted for the purpose of building roadways and a parking deck within the Town Center.

**SO RESOLVED AND EFFECTIVE**, this the 19<sup>th</sup> day of Septemer, 2017.

Attest:

Approved:

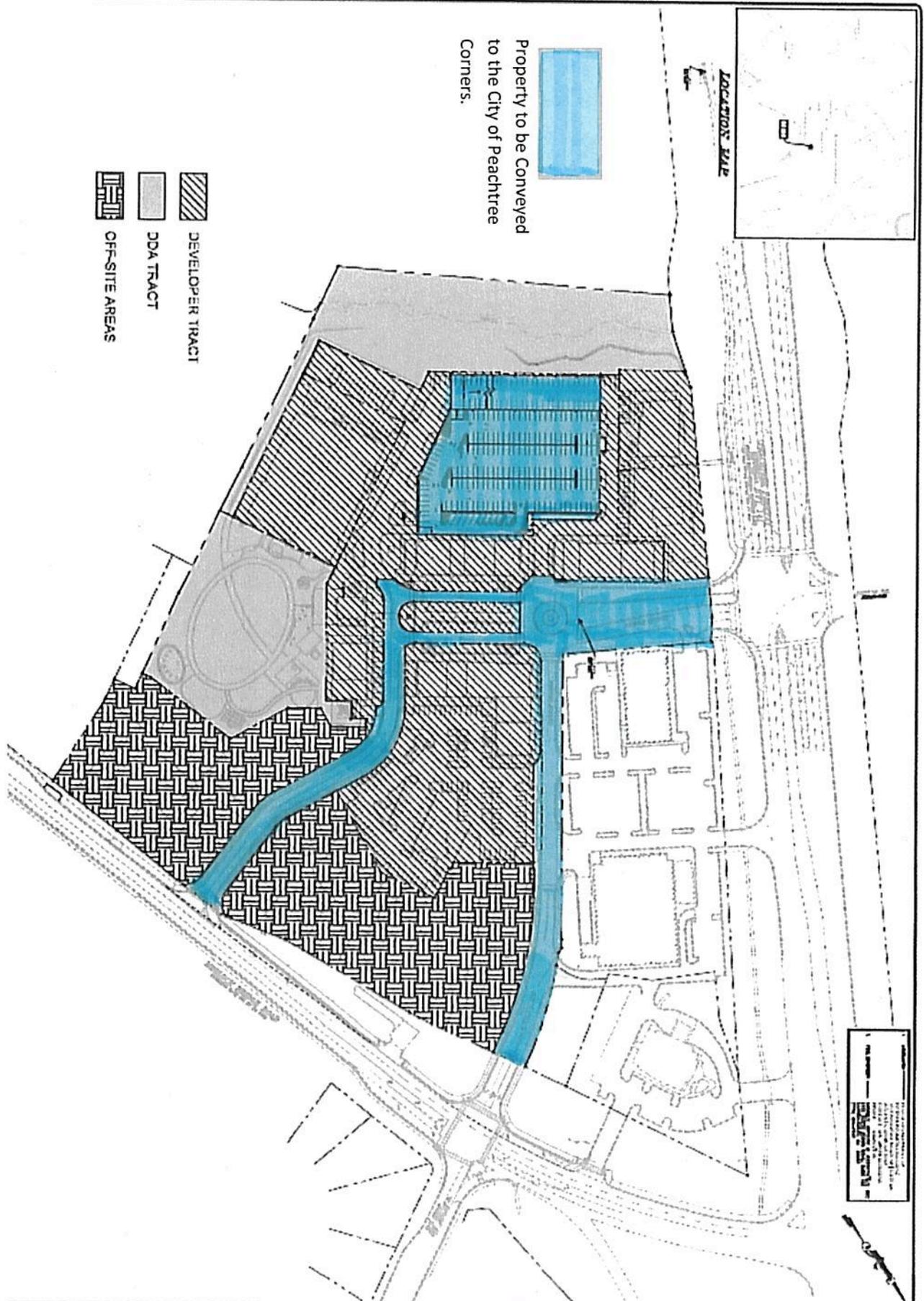
\_\_\_\_\_  
Kym Chereck, City Clerk

\_\_\_\_\_  
Mike Mason, Mayor

Seal

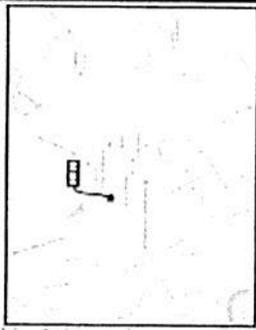
# EXHIBIT A PROJECT SITE PLAN

(Map for Illustrative Purposes Only)



-  DEVELOPER TRACT
-  DDA TRACT
-  OFF-SITE AREAS

Property to be Conveyed  
to the City of Peachtree  
Corners.



**HAORN GREEN & ASSOCIATES**  
PLANNING ARCHITECTURE ENGINEERING  
1750 PEACHTREE CORNERS BLVD, SUITE 100  
PEACHTREE CORNERS, GA 30092  
770.419.1100

NO.	DESCRIPTION	DATE
1	PRELIMINARY	10/15/08
2	FINAL	11/10/08

**PEACHTREE CORNERS  
TOWN CENTER**  
2000 WINDY RIDGE ROAD



**HAORN GREEN & ASSOCIATES**  
PLANNING ARCHITECTURE ENGINEERING  
1750 PEACHTREE CORNERS BLVD, SUITE 100  
PEACHTREE CORNERS, GA 30092  
770.419.1100

AFTER RECORDING RETURN TO:  
Community Development Department  
City of Peachtree Corners  
147 Technology Parkway, Suite 200  
Peachtree Corners, GA 30092  
Attn: Ms. Diana Wheeler, Director

STATE OF GEORGIA

COUNTY OF GWINNETT

**LIMITED WARRANTY DEED**

THIS INDENTURE, made this \_\_\_\_\_ day of September, 2017, between **DOWNTOWN DEVELOPMENT AUTHORITY OF THE CITY OF PEACHTREE CORNERS**, a public body corporate and politic (hereinafter referred to as "Grantor"), and **THE CITY OF PEACHTREE CORNERS**, a public body corporate and politic (hereinafter referred to as "Grantee").

WITNESSETH:

For and in consideration of the sum of Ten and No/100 Dollars (\$10.00) and other good and valuable consideration delivered to Grantor by Grantee at and before the execution, sealing and delivery hereof, the receipt and sufficiency of which are hereby acknowledged, Grantor has and hereby does grant, bargain, sell, alien, convey and confirm unto Grantee, and the legal representatives, successors, successors-in-title and assigns of Grantee, all those tracts or parcels of land lying and being in Land Lot 301 of the 6<sup>th</sup> District, Gwinnett County, Georgia, as more particularly described on Exhibit A attached hereto and hereby made a part hereof.

To have and to hold said tracts or parcels of land, together with any and all improvements located thereon, and any and all of the rights, members and appurtenances thereof to the same being, belonging or in anywise appertaining to the only proper use, benefit and behoof of Grantee and the legal representatives, successors, successors-in-title and assigns of Grantee, forever, in fee simple.

Grantor shall warrant and forever defend the right and title to said tract or parcel of land unto Grantee and the heirs, legal representatives, successors-in-title and assigns of Grantee, against the claims of all persons whomsoever claiming by, through or under Grantor, subject to all title exceptions of record.

IN WITNESS WHEREOF, Grantor has signed, sealed and delivered this deed the day and year first above written.

Signed, sealed and delivered in the presence of:

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

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

My commission expires:

[NOTARIAL SEAL]

GRANTOR:

**DOWNTOWN DEVELOPMENT  
AUTHORITY OF THE CITY OF  
PEACHTREE CORNERS**, a public body  
corporate and politic

By: \_\_\_\_\_  
Name: Daniel A. Graveline, Chairman

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

[SEAL]

Approved as to form by:

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

## EXHIBIT A

### Legal Description of Property

#### PARKING DECK TRACT

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

COMMENCING at a 1/2-inch rebar found at the intersection of the Southeasterly right-of-way line of Peachtree Parkway, a.k.a. Georgia Hwy 141 (variable right-of-way) and the Southwesterly right-of-way line of Medlock Bridge Road, (variable right-of-way); Thence along said Southeasterly right-of-way line of Peachtree Parkway South 29 degrees 38 minutes 32 seconds West, a distance of 179.55 feet to a 3/4 inch rebar found; Thence South 31 degrees 29 minutes 36 seconds West, a distance of 181.50 feet to a 5/8 inch rebar found; Thence South 31 degrees 29 minutes 36 seconds West, a distance of 571.84 feet to a 5/8 inch rebar found; Thence South 59 degrees 59 minutes 32 seconds East, a distance of 4.02 feet to a 5/8 inch rebar found; Thence South 36 degrees 42 minutes 01 seconds West, a distance of 44.14 feet to a point; Thence South 29 degrees 23 minutes 40 seconds West, a distance of 70.33 feet to a point; Thence South 29 degrees 23 minutes 40 seconds West, a distance of 197.42 feet to a point; Thence South 29 degrees 23 minutes 40 seconds West, a distance of 132.64 feet to a point; Thence South 16 degrees 30 minutes 43 seconds West, a distance of 30.39 feet to a point; Thence departing said right-of-way, South 54 degrees 36 minutes 10 seconds East, a distance of 115.54 feet to a point; Thence North 35 degrees 23 minutes 50 seconds East, a distance of 8.66 feet to a point; Thence South 54 degrees 36 minutes 10 seconds East, a distance of 30.66 feet to a point, said point being the TRUE POINT OF BEGINNING; Thence North 35 degrees 03 minutes 42 seconds East, a distance of 110.82 feet to a point; Thence North 54 degrees 56 minutes 18 seconds West, a distance of 7.49 feet to a point; Thence North 35 degrees 03 minutes 42 seconds East, a distance of 23.19 feet to a point; Thence South 54 degrees 56 minutes 18 seconds East, a distance of 7.49 feet to a point; Thence North 35 degrees 03 minutes 42 seconds East, a distance of 108.89 feet to a point; Thence South 54 degrees 56 minutes 18 seconds East, a distance of 4.33 feet to a point; Thence North 35 degrees 03 minutes 42 seconds East, a distance of 4.55 feet to a point; Thence North 80 degrees 03 minutes 42 seconds East, a distance of 8.17 feet to a point; Thence South 54 degrees 56 minutes 18 seconds East, a distance of 107.31 feet to a point; Thence North 35 degrees 03 minutes 42 seconds East, a distance of 9.67 feet to a point; Thence North 54 degrees 56 minutes 18 seconds West, a distance of 5.33 feet to a point; Thence North 35 degrees 03 minutes 42 seconds East, a distance of 8.92 feet to a point; Thence South 54 degrees 56 minutes 18 seconds East, a distance of 5.33 feet to a point; Thence North 35 degrees 03 minutes 42 seconds East, a distance of 7.83 feet to a point; Thence South 55 degrees 07 minutes 39 seconds East, a distance of 201.99 feet to a point; Thence South 35 degrees 03 minutes 42 seconds West, a distance of 99.05 feet to a point; Thence South 60 degrees 11 minutes 05 seconds West, a distance of 130.78 feet to a point; Thence South 34 degrees 45 minutes 09 seconds West, a distance of 64.41 feet to a point; Thence North 54 degrees 36 minutes 10 seconds West, a distance of 264.25 feet to a point, said point being the TRUE POINT OF BEGINNING.

Said tract of land contains 1.834 Acres.

#### **TOGETHER WITH:**

## ROADS TRACT

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

COMMENCING at a 1/2-inch rebar found at the intersection of the Southeasterly right-of-way line of Peachtree Parkway, a.k.a. Georgia Hwy 141 (variable right-of-way) and the Southwesterly right-of-way line of Medlock Bridge Road, (variable right-of-way); Thence along said Southwesterly right-of-way line of Medlock Bridge Road, South 28 degrees 55 minutes 58 seconds East, a distance of 352.48 feet to a 1.5-inch open top pipe found; Thence South 30 degrees 19 minutes 01 seconds East, a distance of 79.03 feet to a point, said point being the TRUE POINT OF BEGINNING; Thence continue along said right-of-way, South 30 degrees 19 minutes 01 seconds East, a distance of 55.97 feet to a point; thence South 30 degrees 19 minutes 01 seconds East, a distance of 6.03 feet to a point; thence departing said right-of-way South 59 degrees 40 minutes 38 seconds West, a distance of 39.31 feet to a point; thence along a curve to the left, said curve having an arc length of 253.28 feet with a radius of 588.50 feet, being subtended by a chord bearing of South 47 degrees 20 minutes 51 seconds West, a distance of 251.33 feet to a point; thence South 35 degrees 01 minutes 04 seconds West, a distance of 36.18 feet to a point; thence South 54 degrees 55 minutes 10 seconds East, a distance of 1.05 feet to a point; thence South 34 degrees 57 minutes 42 seconds West, a distance of 11.24 feet to a point; thence South 34 degrees 57 minutes 42 seconds West, a distance of 171.47 feet to a point; thence along a curve to the left, said curve having an arc length of 28.34 feet with a radius of 30.00 feet, being subtended by a chord bearing of South 61 degrees 58 minutes 56 seconds West, a distance of 27.29 feet to a point; thence South 34 degrees 55 minutes 27 seconds West, a distance of 156.28 feet to a point; thence along a curve to the left, said curve having an arc length of 47.06 feet with a radius of 30.02 feet, being subtended by a chord bearing of South 09 degrees 59 minutes 27 seconds East, a distance of 42.39 feet to a point; thence South 54 degrees 56 minutes 18 seconds East, a distance of 188.06 feet to a point; thence along a curve to the left, said curve having an arc length of 19.93 feet with a radius of 30.00 feet, being subtended by a chord bearing of South 73 degrees 58 minutes 29 seconds East, a distance of 19.57 feet to a point; thence North 35 degrees 03 minutes 42 seconds East, a distance of 107.13 feet to a point; thence along a curve to the right, said curve having an arc length of 146.60 feet with a radius of 137.00 feet, being subtended by a chord bearing of North 65 degrees 43 minutes 01 seconds East, a distance of 139.70 feet to a point; thence South 83 degrees 37 minutes 41 seconds East, a distance of 53.64 feet to a point; thence South 83 degrees 37 minutes 41 seconds East, a distance of 97.85 feet to a point; thence along a curve to the left, said curve having an arc length of 26.41 feet with a radius of 63.00 feet, being subtended by a chord bearing of North 84 degrees 21 minutes 49 seconds East, a distance of 26.21 feet to a point; thence North 72 degrees 21 minutes 19 seconds East, a distance of 138.57 feet to a point; thence along a curve to the left, said curve having an arc length of 47.94 feet with a radius of 38.50 feet, being subtended by a chord bearing of North 36 degrees 40 minutes 48 seconds East, a distance of 44.91 feet to a point on the Southwesterly right-of-way line of Medlock Bridge Road; Thence along said Southwesterly right-of-way line of Medlock Bridge Road, South 33 degrees 55 minutes 24 seconds East, a distance of 9.15 feet to a point; thence South 17 degrees 43 minutes 40 seconds East, a distance of 82.45 feet to a point; thence departing said right-of-way North 69 degrees 45 minutes 13 seconds West, a distance of 18.71 feet to a point; thence along a curve to the left, said curve having an arc length of 16.67 feet with a radius of 38.50 feet, being subtended by a chord bearing of South 84 degrees 45 minutes 26 seconds West, a distance of 16.54 feet to a point; thence South 72 degrees 21 minutes 19 seconds West, a distance of 146.82 feet to a point; thence along a curve to the right, said curve having an arc length of 47.37 feet with a radius of 113.00 feet, being subtended by a chord bearing of South 84 degrees 21 minutes 49 seconds West, a distance of 47.02 feet to a point; thence North 83 degrees 37 minutes 41 seconds West, a distance of 151.49 feet to a point; thence along a curve to the left, said curve having an arc length of 37.78 feet with a radius of 87.00

feet, being subtended by a chord bearing of South 83 degrees 55 minutes 52 seconds West, a distance of 37.49 feet to a point; thence along a curve to the left, said curve having an arc length of 55.31 feet with a radius of 87.00 feet, being subtended by a chord bearing of South 53 degrees 16 minutes 33 seconds West, a distance of 54.39 feet to a point; thence South 35 degrees 03 minutes 42 seconds West, a distance of 2.46 feet to a point; thence North 54 degrees 56 minutes 18 seconds West, a distance of 3.50 feet to a point; thence along a curve to the left, said curve having an arc length of 12.57 feet with a radius of 8.00 feet, being subtended by a chord bearing of South 80 degrees 03 minutes 42 seconds West, a distance of 11.31 feet to a point; thence South 35 degrees 03 minutes 42 seconds West, a distance of 177.35 feet to a point; thence along a curve to the left, said curve having an arc length of 22.71 feet with a radius of 30.00 feet, being subtended by a chord bearing of South 13 degrees 22 minutes 47 seconds West, a distance of 22.17 feet to a point; thence along a curve to the right, said curve having an arc length of 4.95 feet with a radius of 105.00 feet, being subtended by a chord bearing of South 06 degrees 57 minutes 11 seconds East, a distance of 4.95 feet to a point; thence South 35 degrees 03 minutes 42 seconds West, a distance of 12.67 feet to a point; thence North 54 degrees 56 minutes 18 seconds West, a distance of 29.47 feet to a point; thence along a curve to the left, said curve having an arc length of 54.96 feet with a radius of 75.00 feet, being subtended by a chord bearing of North 33 degrees 56 minutes 43 seconds West, a distance of 53.74 feet to a point; thence North 54 degrees 56 minutes 18 seconds West, a distance of 164.15 feet to a point; thence along a curve to the left, said curve having an arc length of 5.57 feet with a radius of 30.00 feet, being subtended by a chord bearing of North 60 degrees 15 minutes 22 seconds West, a distance of 5.56 feet to a point; thence South 35 degrees 03 minutes 42 seconds West, a distance of 7.45 feet to a point; thence South 80 degrees 03 minutes 42 seconds West, a distance of 29.65 feet to a point; thence North 54 degrees 56 minutes 18 seconds West, a distance of 34.68 feet to a point; thence along a curve to the left, said curve having an arc length of 11.90 feet with a radius of 26.50 feet, being subtended by a chord bearing of North 01 degrees 11 minutes 32 seconds West, a distance of 11.80 feet to a point; thence North 54 degrees 19 minutes 15 seconds West, a distance of 14.59 feet to a point; thence North 54 degrees 56 minutes 18 seconds West, a distance of 159.78 feet to a point; thence North 60 degrees 36 minutes 20 seconds West, a distance of 14.30 feet to a point; thence North 60 degrees 36 minutes 20 seconds West, a distance of 77.41 feet to a point on the Southeasterly right-of-way line of Peachtree Parkway; thence along said Southeasterly right-of-way of Peachtree Parkway, North 29 degrees 23 minutes 40 seconds East, a distance of 70.33 feet to a pk nail set; thence North 36 degrees 42 minutes 01 seconds East, a distance of 44.14 feet to a 5/8 inch rebar found; thence departing said right-of-way, South 59 degrees 59 minutes 32 seconds East, a distance of 260.00 feet to a point; thence North 34 degrees 57 minutes 42 seconds East, a distance of 498.19 feet to a point; thence North 34 degrees 57 minutes 42 seconds East, a distance of 15.22 feet to a point; thence North 66 degrees 51 minutes 51 seconds East, a distance of 10.24 feet to a point; thence along a curve to the right, said curve having an arc length of 22.59 feet with a radius of 696.50 feet, being subtended by a chord bearing of North 43 degrees 38 minutes 47 seconds East, a distance of 22.59 feet to a point; thence along a curve to the right, said curve having an arc length of 183.58 feet with a radius of 696.50 feet, being subtended by a chord bearing of North 52 degrees 07 minutes 35 seconds East, a distance of 183.05 feet to a point; thence North 59 degrees 40 minutes 59 seconds East, a distance of 0.50 feet to a point on the Southwesterly right-of-way line of Medlock Bridge Road, said point being the TRUE POINT OF BEGINNING.

Said tract of land contains 2.922 Acres

LESS AND EXCEPT THE FOLLOWING TRACT OR PARCEL OF LAND FROM THE ROADS TRACT:

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

COMMENCING at a 1/2-inch rebar found at the intersection of the Southeasterly right-of-way line of Peachtree Parkway, a.k.a. Georgia Hwy 141 (variable right-of-way) and the Southwesterly right-of-way line of Medlock Bridge Road, (variable right-of-way); Thence along said Southeasterly right-of-way line of Peachtree Parkway South 29 degrees 38 minutes 32 seconds West, a distance of 179.55 feet to a 3/4 inch rebar found; thence South 31 degrees 29 minutes 36 seconds West, a distance of 181.50 feet to a 5/8 inch rebar found; thence South 31 degrees 29 minutes 36 seconds West, a distance of 571.84 feet to a 5/8 inch rebar found; thence South 59 degrees 59 minutes 32 seconds East, a distance of 4.02 feet to a 5/8 inch rebar found; thence leaving said right-of-way South 59 degrees 59 minutes 32 seconds East, a distance of 260.00 feet to an "X" mark found; thence along a tie line South 28 degrees 50 minutes 30 seconds East, a distance of 83.45 feet to a point, said point being the TRUE POINT OF BEGINNING; thence South 54 degrees 56 minutes 18 seconds East, a distance of 185.84 feet to a point; thence along a curve to the right, said curve having an arc length of 39.27 feet with a radius of 25.00 feet, being subtended by a chord bearing of South 09 degrees 56 minutes 18 seconds East, a distance of 35.36 feet to a point; thence South 35 degrees 03 minutes 42 seconds West, a distance of 2.00 feet to a point; thence along a curve to the right, said curve having an arc length of 39.27 feet with a radius of 25.00 feet, being subtended by a chord bearing of South 80 degrees 03 minutes 42 seconds West, a distance of 35.36 feet to a point; thence North 54 degrees 56 minutes 18 seconds West, a distance of 185.84 feet to a point; thence North 35 degrees 03 minutes 42 seconds East, a distance of 52.00 feet to a point, said point being the TRUE POINT OF BEGINNING.

Said tract of land contains 0.246 Acres.

TOGETHER WITH:

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

COMMENCING at a 1/2-inch rebar found at the intersection of the Southeasterly right-of-way line of Peachtree Parkway, a.k.a. Georgia Hwy 141 (variable right-of-way) and the Southwesterly right-of-way line of Medlock Bridge Road, (variable right-of-way); Thence along said Southwesterly right-of-way line of Medlock Bridge Road, South 28 degrees 55 minutes 58 seconds East, a distance of 352.48 feet to a 1.5-inch open top pipe found; Thence South 30 degrees 19 minutes 01 seconds East, a distance of 79.03 feet to a point, said point being the TRUE POINT OF BEGINNING; Thence continue along said right-of-way, South 30 degrees 19 minutes 01 seconds East, a distance of 55.97 feet to a point; Thence departing said right-of-way, South 66 degrees 51 minutes 51 seconds West a distance of 205.28 feet to a point; Thence along a curve to the right having an arc length of 22.59 feet, with a radius of 696.50 feet, being subtended by a chord bearing of North 43 degrees 38 minutes 47 seconds East, for a distance of 22.59 feet to a point; Thence along a curve to the right having an arc length of 183.58 feet, with a radius of 696.50 feet, being subtended by a chord bearing of North 52 degrees 07 minutes 35 seconds East, for a distance of 183.05 feet to a point; Thence North 59 degrees 40 minutes 59 seconds East, a distance of 0.50 feet to a point, said point being the TRUE POINT OF BEGINNING.

Said tract of land contains 0.155 Acres.

Based upon the three foregoing metes and bounds descriptions, the Roads Tract contains a total of 2.831 acres.

**R2017-09-84**

**A RESOLUTION OF THE CITY OF PEACHTREE CORNERS, GEORGIA TO ACCEPT THE GRANT OF EASEMENT FROM THE DOWNTOWN DEVELOPMENT AUTHORITY OF THE CITY OF PEACHTREE CORNERS (DDA) FOR CERTAIN PORTIONS OF LAND LOT 301, 6<sup>TH</sup> DISTRICT, GWINNETT COUNTY, GEORGIA FOR THE PURPOSE OF ACCOMMODATING ACCESS AND MAINTENANCE AND MAKING IMPROVEMENTS TO THE TOWN GREEN AND BOTANICAL GARDEN AREAS OF THE TOWN CENTER**

**WHEREAS**, the DDA owns a portion of the property being developed as the Town Center; and

**WHEREAS**, part of that land is intended to accommodate a Town Green and a natural area intended to be developed as a walking trail and Botanical Garden; and

**WHEREAS**, the City of Peachtree Corners needs to be able to access these facilities in order to maintain those properties, make improvements, and manage the sites;

**NOW THEREFORE, IT IS HEREBY RESOLVED by the governing authority of the City of Peachtree Corners, Georgia**, that the attached Easement Agreement granting access to property described in Exhibit 'A' to the City of Peachtree Corners is hereby accepted.

**SO RESOLVED AND EFFECTIVE**, this the 19<sup>th</sup> day of September, 2017.

Attest:

Approved:

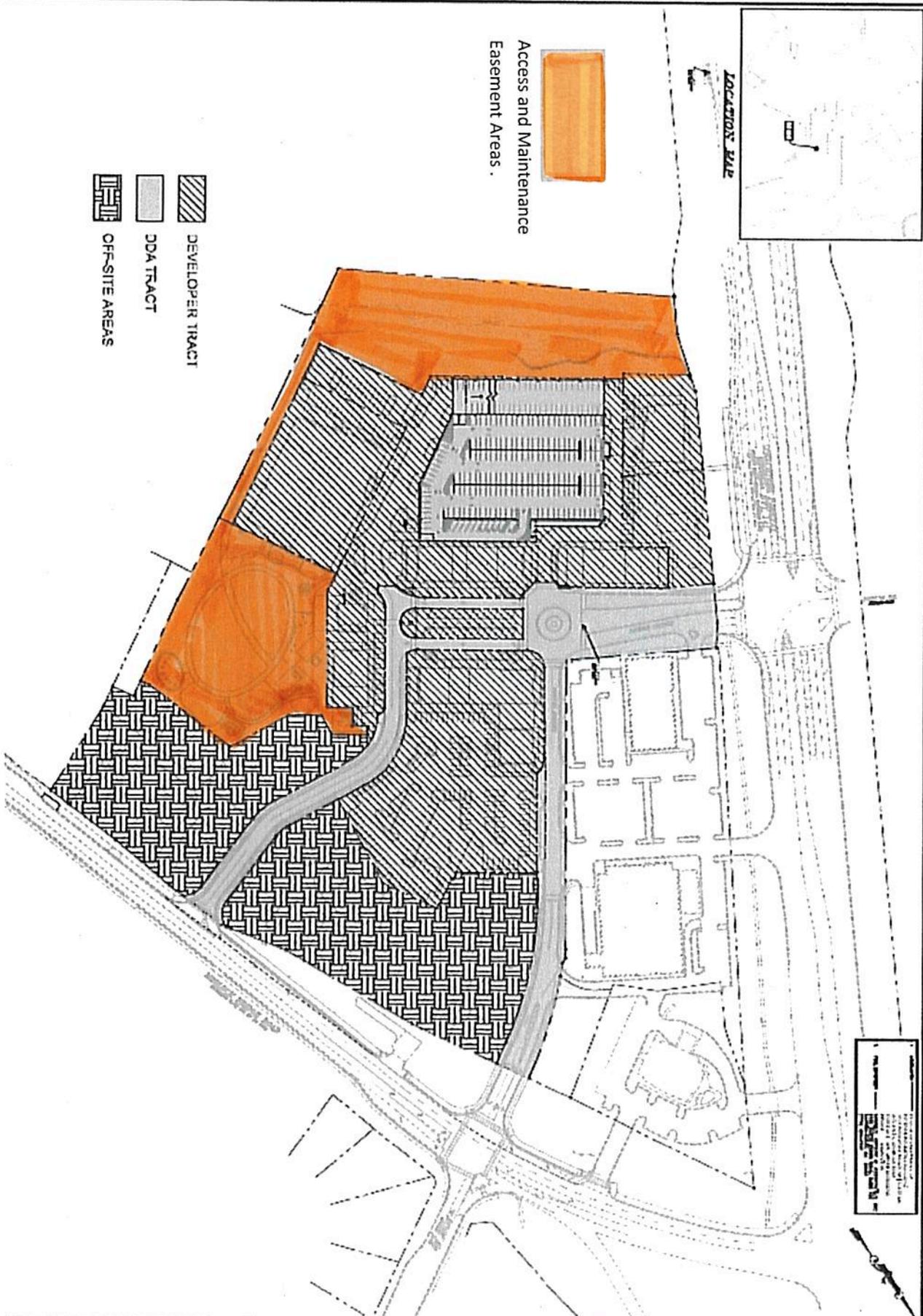
\_\_\_\_\_  
Kym Chereck, City Clerk

\_\_\_\_\_  
Mike Mason, Mayor

Seal

# EXHIBIT A PROJECT SITE PLAN

(Map for Illustrative Purposes Only)



NO.	DESCRIPTION	DATE
1	PRELIMINARY	10/1/00
2	REVISED	10/1/00
3	REVISED	10/1/00
4	REVISED	10/1/00
5	REVISED	10/1/00
6	REVISED	10/1/00
7	REVISED	10/1/00
8	REVISED	10/1/00
9	REVISED	10/1/00
10	REVISED	10/1/00

**PEACHTREE CORNERS  
TOWN CENTER**  
1400 PEACHTREE DUNWOODY ROAD



**Haden Green & Associates**  
Professional Engineer  
1400 Peachtree Dunwoody Road, Suite 100  
Peachtree Corners, Georgia 30091  
770.412.1234

**After Recording Return To:**  
Community Development Department  
City of Peachtree Corners  
147 Technology Parkway, Suite 200  
Peachtree Corners, GA 30092  
Attn: Ms. Diana Wheeler, Director

**EASEMENT AGREEMENT**

THIS EASEMENT AGREEMENT (“**Agreement**”) is made this \_\_\_\_ day of September, 2017 by and between DOWNTOWN DEVELOPMENT AUTHORITY OF THE CITY OF PEACHTREE CORNERS, a public body corporate and politic, as Grantor (hereinafter referred to as “**DDA**”), and THE CITY OF PEACHTREE CORNERS, a public body corporate and politic, as Grantee (hereinafter referred to as “**City**”).

WITNESSETH:

WHEREAS, DDA is the owner of tracts of land located in Peachtree Corners, Gwinnett County, Georgia, more particularly described in **Exhibit “A”** attached hereto and by reference made a part hereof (the “**DDA Property**”); and

WHEREAS, City is the owner of tracts of land adjacent to the DDA Property located in Peachtree Corners, Gwinnett County, Georgia,, more particularly described in **Exhibit “B”** attached hereto and by reference made a part hereof (the “**City Property**”); and

WHEREAS, City and DDA desire to enter into this Agreement so that DDA can grant an access and maintenance easement on the DDA Property to City so that City may maintain the DDA Property, as are more fully described hereinbelow; and

NOW, THEREFORE, the parties agree that the DDA Property and the City Property (individually, a “**Property**”, and collectively, the “**Properties**”) shall be held, operated, sold and conveyed subject to the following:

1. Access and Maintenance Easement. DDA hereby grants, conveys and confirms to City, and its successors, successors-in-title and assigns, for the use, benefit, and enjoyment of City, and its successors, successors-in-title and assigns, employees, agents, contractors and

licensees, a perpetual, non-exclusive easement for pedestrian and vehicular access, ingress and egress over, through and across the DDA Property together with the right to install facilities, perform maintenance, preservation, repair and replacement of the DDA Property and any improvements located at, on, below and above the DDA Property, in order to keep the DDA Property and any such improvements in a condition reasonably suitable for civic and other use.

2. Reservation of Rights. DDA hereby retains the right to grant other rights and easements across, over or under the DDA Property to such other persons as DDA may deem proper, provided that such other grants do not unreasonably interfere with the rights and easements granted to City pursuant to the terms of this Agreement. DDA retains the right, but not the obligation, to perform maintenance, preservation, repair and replacement to the DDA Property and any improvements located at, on, below and above the DDA Property in the event that City does not perform such maintenance, preservation, repair or replacement within thirty (30) days after DDA provides written notice thereof to City.

3. Run with the Land. The easements, obligations and rights described herein are easements, obligations and rights appurtenant to and running with the land, shall bind the DDA and the DDA Property, and shall inure to the benefit of and be binding on the parties hereto and their respective successors, successors-in-title and assigns.

4. Notices. Wherever any notice or other communication is required or permitted hereunder, such notice or other communication maybe given by counsel and shall be in writing and shall be delivered by hand, by nationally-recognized overnight express delivery service, by U. S. registered or certified mail, return receipt requested, postage prepaid, or by electronic transfer by facsimile or by e-mail in .pdf, to the addresses set out below or at such other addresses as are specified by written notice delivered in accordance herewith:

IF TO DDA: City of Peachtree Corners Downtown  
Development Authority  
147 Technology Parkway, Suite 200  
Peachtree Corners, GA 30092  
Attention: Diana Wheeler, Community Development  
Director  
Facsimile: (678) 891-1201  
Email: dwheeler@peachtreecornersga.gov

With a copy to: Baker, Donelson, Bearman, Caldwell and  
Berkowitz, PC  
Monarch Plaza, Suite 1600  
3414 Peachtree Road NE  
Atlanta GA 30326  
Attention: Jed S. Beardsley Esq.  
Facsimile: (404) 238-9614  
Email: jbeardsley@bakerdonelson.com

IF TO CITY: City of Peachtree Corners

147 Technology Parkway, Suite 200  
Peachtree Corners, GA 30092  
Attention: Brian Johnson  
Facsimile: (678) 891-1201  
Email: bjohnson@peachtreecornersga.gov

With a copy to: City Attorney  
Riley McClendon, LLC  
315 Washington, Ave.  
Marietta, GA 30060  
Attention: William F. Riley, Esq.  
Facsimile: (770) 590-0400  
Email: briley@rileymclendon.com

Any notice or other communication mailed as hereinabove provided shall be deemed effectively given (a) on the date of delivery, if delivered by hand; (b) on the date mailed if sent by overnight express delivery or if sent by U.S. mail; or (c) on the date of transmission, if sent by e-mail or electronic transfer device with a follow-up by regular mail. Such notices shall be deemed received (a) on the date of delivery, if delivered by hand or overnight express delivery service; (b) on the date indicated on the return receipt if mailed; or (c) on the date of transmission, if sent by e-mail electronic transfer device. If any notice mailed is properly addressed but returned for any reason, such notice shall be deemed to be effective notice and to be given on the date of mailing. Upon at least ten (10) days' prior written notice, each party shall have the right to change its address to any other address within the United States of America.

5. Miscellaneous. This Agreement shall be interpreted and enforced in accordance with the laws of the State of Georgia. This Agreement contains the entire agreement and declaration concerning the subject matter hereof.

6. Time. TIME IS OF THE ESSENCE OF THIS AGREEMENT.

7. Successors. All of the provisions of this Agreement shall bind and inure to the benefit of the parties, and their respective successors, successors-in-title and assigns.

8. Modifications to Agreement. This Agreement may only be amended or modified through a written instrument signed by both DDA and City.

[SIGNATURES BEGIN ON THE NEXT PAGE]

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals as of the date first above written.

**DOWNTOWN DEVELOPMENT  
AUTHORITY OF THE CITY OF  
PEACHTREE CORNERS**, a public body  
corporate and politic

As to DDA, signed, sealed and  
delivered in the presence of:

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

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

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

[NOTARY SEAL]

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

Attest: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

[SEAL]

Approved as to form:

\_\_\_\_\_  
DDA Attorney

[SIGNATURES CONTINUED ON NEXT PAGE.]

[SIGNATURES CONTINUED FROM PRECEDING PAGE.]

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals as of the date first above written.

**THE CITY OF PEACHTREE  
CORNERS**, a public body corporate  
and politic

As to City, signed, sealed and  
delivered in the presence of:

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

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

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

[NOTARY SEAL]

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Attest: \_\_\_\_\_

Kym Chereck, City Clerk

[SEAL]

Approved as to form:

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

## **EXHIBIT A**

### **DESCRIPTION OF THE DDA PROPERTY**

#### **TRAILS AND CREEK TRACT**

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

COMMENCING at a 1/2-inch rebar found at the intersection of the Southeasterly right-of-way line of Peachtree Parkway, a.k.a. Georgia Hwy 141 (variable right-of-way) and the Southwesterly right-of-way line of Medlock Bridge Road, (variable right-of-way); Thence along said Southeasterly right-of-way line of Peachtree Parkway South 29 degrees 38 minutes 32 seconds West, a distance of 179.55 feet to a 3/4 inch rebar found; Thence South 31 degrees 29 minutes 36 seconds West, a distance of 181.50 feet to a 5/8 inch rebar found; Thence South 31 degrees 29 minutes 36 seconds West, a distance of 571.84 feet to a 5/8 inch rebar found; Thence South 59 degrees 59 minutes 32 seconds East, a distance of 4.02 feet to a 5/8 inch rebar found; Thence South 36 degrees 42 minutes 01 seconds West, a distance of 44.14 feet to a point; Thence South 29 degrees 23 minutes 40 seconds West, a distance of 70.33 feet to a point; Thence South 29 degrees 23 minutes 40 seconds West, a distance of 197.42 feet to a point; Thence South 29 degrees 23 minutes 40 seconds West, a distance of 132.64 feet to a point; Thence South 16 degrees 30 minutes 43 seconds West, a distance of 30.39 feet to a point, said point being the TRUE POINT OF BEGINNING; Thence departing said right-of-way, South 54 degrees 36 minutes 10 seconds East, a distance of 115.54 feet to a point; Thence North 35 degrees 23 minutes 50 seconds East, a distance of 8.66 feet to a point; Thence South 54 degrees 36 minutes 10 seconds East, a distance of 31.66 feet to a point; Thence South 54 degrees 36 minutes 10 seconds East, a distance of 261.90 feet to a point; Thence South 54 degrees 36 minutes 10 seconds East, a distance of 37.39 feet to a point; Thence North 60 degrees 35 minutes 39 seconds East, a distance of 35.02 feet to a point; Thence South 29 degrees 24 minutes 21 seconds East, a distance of 195.67 feet to a point; Thence North 60 degrees 35 minutes 39 seconds East, a distance of 63.50 feet to a point; Thence North 60 degrees 35 minutes 39 seconds East, a distance of 277.92 feet to a point; Thence South 29 degrees 24 minutes 21 seconds East, a distance of 25.99 feet to a point; Thence South 61 degrees 34 minutes 05 seconds West, a distance of 84.86 feet to a point; Thence South 60 degrees 17 minutes 25 seconds West, a distance of 315.46 feet to a point; Thence South 60 degrees 17 minutes 25 seconds West, a distance of 69.69 feet to a point; Thence North 50 degrees 38 minutes 31 seconds West, a distance of 579.74 feet to a point; Thence North 29 degrees 50 minutes 43 seconds East, a distance of 62.60 feet to a point; Thence North 16 degrees 30 minutes 43 seconds East, a distance of 72.15 feet to a point, said point being the TRUE POINT OF BEGINNING.

Said tract of land contains 2.412 Acres.

#### **PARK TRACT**

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

COMMENCING at a 1/2-inch rebar found at the intersection of the Southeasterly right-of-way line of Peachtree Parkway, a.k.a. Georgia Hwy 141 (variable right-of-way) and the Southwesterly right-of-way line of Medlock Bridge Road, (variable right-of-way); Thence along said Southwesterly right-of-way line of Medlock Bridge Road, South 28 degrees 55 minutes 58 seconds East, a distance of 352.48 feet to a 1.5-inch open top pipe found; Thence South 30 degrees 19 minutes 01 seconds East, a distance of 135.00 feet to a 1/2-inch rebar found; Thence South 30 degrees 19 minutes 01 seconds

East, a distance of 6.03 feet to a point; Thence continue along said right-of-way, South 30 degrees 19 minutes 01 seconds East, a distance of 159.02 feet to a point; Thence South 24 degrees 53 minutes 59 seconds East, a distance of 252.35 feet to a point; Thence South 33 degrees 47 minutes 34 seconds East, a distance of 101.46 feet to a point; Thence South 33 degrees 55 minutes 24 seconds East, a distance of 8.25 feet to a point; Thence continue along said right-of-way, South 33 degrees 55 minutes 24 seconds East, a distance of 9.15 feet to a point; Thence South 17 degrees 43 minutes 40 seconds East, a distance of 82.45 feet to a point; Thence continue along said right-of-way, South 17 degrees 43 minutes 40 seconds East, a distance of 29.23 feet to a point; Thence South 15 degrees 17 minutes 48 seconds East, a distance of 120.80 feet to a point; Thence South 17 degrees 38 minutes 12 seconds East, a distance of 99.82 feet to a point; Thence South 16 degrees 33 minutes 07 seconds East, a distance of 39.30 feet to a 1/2-inch rebar found; Thence departing said right-of-way, South 67 degrees 09 minutes 14 seconds West, a distance of 168.19 feet to a 1/2-inch rebar found; Thence South 59 degrees 05 minutes 36 seconds West, a distance of 38.52 feet to a 1/2-inch rebar found; Thence North 29 degrees 23 minutes 16 seconds West, a distance of 39.67 feet to a 1/2-inch rebar found; Thence South 58 degrees 42 minutes 45 seconds West, a distance of 29.54 feet to a point, said point being the TRUE POINT OF BEGINNING; Thence South 58 degrees 42 minutes 45 seconds West, a distance of 155.54 feet to a 5/8-inch rebar found; Thence South 61 degrees 34 minutes 05 seconds West, a distance of 159.97 feet to a point; Thence North 29 degrees 24 minutes 21 seconds West, a distance of 25.99 feet to a point; Thence North 29 degrees 24 minutes 21 seconds West, a distance of 195.67 feet to a point; Thence North 60 degrees 35 minutes 39 seconds East, a distance of 31.43 feet to a point; Thence North 35 degrees 03 minutes 42 seconds East, a distance of 205.22 feet to a point; Thence North 54 degrees 56 minutes 11 seconds West, a distance of 43.00 feet to a point; Thence North 35 degrees 03 minutes 42 seconds East, a distance of 32.27 feet to a point; Thence North 54 degrees 56 minutes 18 seconds West, a distance of 27.00 feet to a point; Thence North 35 degrees 03 minutes 42 seconds East, a distance of 13.00 feet to a point; Thence South 54 degrees 56 minutes 18 seconds East, a distance of 63.34 feet to a point; Thence South 06 degrees 22 minutes 19 seconds West, a distance of 35.59 feet to a point; Thence South 54 degrees 56 minutes 18 seconds East, a distance of 55.76 feet to a point; Thence South 83 degrees 37 minutes 41 seconds East, a distance of 114.05 feet to a point; Thence South 17 degrees 45 minutes 59 seconds East, a distance of 175.68 feet to a point; Thence South 31 degrees 17 minutes 15 seconds East, a distance of 15.33 feet to a point, said point being the TRUE POINT OF BEGINNING.

Said tract of land contains 2.018 Acres.

## **EXHIBIT B**

### **DESCRIPTION OF THE CITY PROPERTY**

#### **ROADS TRACT**

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

COMMENCING at a 1/2-inch rebar found at the intersection of the Southeasterly right-of-way line of Peachtree Parkway, a.k.a. Georgia Hwy 141 (variable right-of-way) and the Southwesterly right-of-way line of Medlock Bridge Road, (variable right-of-way); Thence along said Southwesterly right-of-way line of Medlock Bridge Road, South 28 degrees 55 minutes 58 seconds East, a distance of 352.48 feet to a 1.5-inch open top pipe found; Thence South 30 degrees 19 minutes 01 seconds East, a distance of 79.03 feet to a point, said point being the TRUE POINT OF BEGINNING; Thence continue along said right-of-way, South 30 degrees 19 minutes 01 seconds East, a distance of 55.97 feet to a point; thence South 30 degrees 19 minutes 01 seconds East, a distance of 6.03 feet to a point; thence departing said right-of-way South 59 degrees 40 minutes 38 seconds West, a distance of 39.31 feet to a point; thence along a curve to the left, said curve having an arc length of 253.28 feet with a radius of 588.50 feet, being subtended by a chord bearing of South 47 degrees 20 minutes 51 seconds West, a distance of 251.33 feet to a point; thence South 35 degrees 01 minutes 04 seconds West, a distance of 36.18 feet to a point; thence South 54 degrees 55 minutes 10 seconds East, a distance of 1.05 feet to a point; thence South 34 degrees 57 minutes 42 seconds West, a distance of 11.24 feet to a point; thence South 34 degrees 57 minutes 42 seconds West, a distance of 171.47 feet to a point; thence along a curve to the left, said curve having an arc length of 28.34 feet with a radius of 30.00 feet, being subtended by a chord bearing of South 61 degrees 58 minutes 56 seconds West, a distance of 27.29 feet to a point; thence South 34 degrees 55 minutes 27 seconds West, a distance of 156.28 feet to a point; thence along a curve to the left, said curve having an arc length of 47.06 feet with a radius of 30.02 feet, being subtended by a chord bearing of South 09 degrees 59 minutes 27 seconds East, a distance of 42.39 feet to a point; thence South 54 degrees 56 minutes 18 seconds East, a distance of 188.06 feet to a point; thence along a curve to the left, said curve having an arc length of 19.93 feet with a radius of 30.00 feet, being subtended by a chord bearing of South 73 degrees 58 minutes 29 seconds East, a distance of 19.57 feet to a point; thence North 35 degrees 03 minutes 42 seconds East, a distance of 107.13 feet to a point; thence along a curve to the right, said curve having an arc length of 146.60 feet with a radius of 137.00 feet, being subtended by a chord bearing of North 65 degrees 43 minutes 01 seconds East, a distance of 139.70 feet to a point; thence South 83 degrees 37 minutes 41 seconds East, a distance of 53.64 feet to a point; thence South 83 degrees 37 minutes 41 seconds East, a distance of 97.85 feet to a point; thence along a curve to the left, said curve having an arc length of 26.41 feet with a radius of 63.00 feet, being subtended by a chord bearing of North 84 degrees 21 minutes 49 seconds East, a distance of 26.21 feet to a point; thence North 72 degrees 21 minutes 19 seconds East, a distance of 138.57 feet to a point; thence along a curve to the left, said curve having an arc length of 47.94 feet with a radius of 38.50 feet, being subtended by a chord bearing of North 36 degrees 40 minutes 48 seconds East, a distance of 44.91 feet to a point on the Southwesterly right-of-way line of Medlock Bridge Road; Thence along said Southwesterly right-of-way line of Medlock Bridge Road, South 33 degrees 55 minutes 24 seconds East, a distance of 9.15 feet to a point; thence South 17 degrees 43 minutes 40 seconds East, a distance of 82.45 feet to a point; thence departing said right-of-way North 69 degrees 45 minutes 13 seconds West, a distance of 18.71 feet to a point; thence along a curve to the left, said curve having an arc length of 16.67 feet with a radius of 38.50 feet, being subtended by a chord bearing of South 84 degrees 45 minutes 26 seconds West, a distance of 16.54 feet to a point; thence South 72 degrees 21 minutes 19 seconds West, a distance of 146.82 feet to a point; thence along a curve to the right, said curve having an arc length of 47.37 feet with a radius of 113.00 feet, being subtended by a chord bearing of South 84

degrees 21 minutes 49 seconds West, a distance of 47.02 feet to a point; thence North 83 degrees 37 minutes 41 seconds West, a distance of 151.49 feet to a point; thence along a curve to the left, said curve having an arc length of 37.78 feet with a radius of 87.00 feet, being subtended by a chord bearing of South 83 degrees 55 minutes 52 seconds West, a distance of 37.49 feet to a point; thence along a curve to the left, said curve having an arc length of 55.31 feet with a radius of 87.00 feet, being subtended by a chord bearing of South 53 degrees 16 minutes 33 seconds West, a distance of 54.39 feet to a point; thence South 35 degrees 03 minutes 42 seconds West, a distance of 2.46 feet to a point; thence North 54 degrees 56 minutes 18 seconds West, a distance of 3.50 feet to a point; thence along a curve to the left, said curve having an arc length of 12.57 feet with a radius of 8.00 feet, being subtended by a chord bearing of South 80 degrees 03 minutes 42 seconds West, a distance of 11.31 feet to a point; thence South 35 degrees 03 minutes 42 seconds West, a distance of 177.35 feet to a point; thence along a curve to the left, said curve having an arc length of 22.71 feet with a radius of 30.00 feet, being subtended by a chord bearing of South 13 degrees 22 minutes 47 seconds West, a distance of 22.17 feet to a point; thence along a curve to the right, said curve having an arc length of 4.95 feet with a radius of 105.00 feet, being subtended by a chord bearing of South 06 degrees 57 minutes 11 seconds East, a distance of 4.95 feet to a point; thence South 35 degrees 03 minutes 42 seconds West, a distance of 12.67 feet to a point; thence North 54 degrees 56 minutes 18 seconds West, a distance of 29.47 feet to a point; thence along a curve to the left, said curve having an arc length of 54.96 feet with a radius of 75.00 feet, being subtended by a chord bearing of North 33 degrees 56 minutes 43 seconds West, a distance of 53.74 feet to a point; thence North 54 degrees 56 minutes 18 seconds West, a distance of 164.15 feet to a point; thence along a curve to the left, said curve having an arc length of 5.57 feet with a radius of 30.00 feet, being subtended by a chord bearing of North 60 degrees 15 minutes 22 seconds West, a distance of 5.56 feet to a point; thence South 35 degrees 03 minutes 42 seconds West, a distance of 7.45 feet to a point; thence South 80 degrees 03 minutes 42 seconds West, a distance of 29.65 feet to a point; thence North 54 degrees 56 minutes 18 seconds West, a distance of 34.68 feet to a point; thence along a curve to the left, said curve having an arc length of 11.90 feet with a radius of 26.50 feet, being subtended by a chord bearing of North 01 degrees 11 minutes 32 seconds West, a distance of 11.80 feet to a point; thence North 54 degrees 19 minutes 15 seconds West, a distance of 14.59 feet to a point; thence North 54 degrees 56 minutes 18 seconds West, a distance of 159.78 feet to a point; thence North 60 degrees 36 minutes 20 seconds West, a distance of 14.30 feet to a point; thence North 60 degrees 36 minutes 20 seconds West, a distance of 77.41 feet to a point on the Southeasterly right-of-way line of Peachtree Parkway; thence along said Southeasterly right-of-way of Peachtree Parkway, North 29 degrees 23 minutes 40 seconds East, a distance of 70.33 feet to a pk nail set; thence North 36 degrees 42 minutes 01 seconds East, a distance of 44.14 feet to a 5/8 inch rebar found; thence departing said right-of-way, South 59 degrees 59 minutes 32 seconds East, a distance of 260.00 feet to a point; thence North 34 degrees 57 minutes 42 seconds East, a distance of 498.19 feet to a point; thence North 34 degrees 57 minutes 42 seconds East, a distance of 15.22 feet to a point; thence North 66 degrees 51 minutes 51 seconds East, a distance of 10.24 feet to a point; thence along a curve to the right, said curve having an arc length of 22.59 feet with a radius of 696.50 feet, being subtended by a chord bearing of North 43 degrees 38 minutes 47 seconds East, a distance of 22.59 feet to a point; thence along a curve to the right, said curve having an arc length of 183.58 feet with a radius of 696.50 feet, being subtended by a chord bearing of North 52 degrees 07 minutes 35 seconds East, a distance of 183.05 feet to a point; thence North 59 degrees 40 minutes 59 seconds East, a distance of 0.50 feet to a point on the Southwesterly right-of-way line of Medlock Bridge Road, said point being the TRUE POINT OF BEGINNING.

Said tract of land contains 2.922 Acres

LESS AND EXCEPT THE FOLLOWING TRACT OR PARCEL OF LAND FROM THE ROADS TRACT:

All that tract or parcel of land lying and being in Land Lot 301 of the 6th District, Gwinnett County,

within the city of Peachtree Corners, Georgia, and being more particularly described as follows:

COMMENCING at a 1/2-inch rebar found at the intersection of the Southeasterly right-of-way line of Peachtree Parkway, a.k.a. Georgia Hwy 141 (variable right-of-way) and the Southwesterly right-of-way line of Medlock Bridge Road, (variable right-of-way); Thence along said Southeasterly right-of-way line of Peachtree Parkway South 29 degrees 38 minutes 32 seconds West, a distance of 179.55 feet to a 3/4 inch rebar found; thence South 31 degrees 29 minutes 36 seconds West, a distance of 181.50 feet to a 5/8 inch rebar found; thence South 31 degrees 29 minutes 36 seconds West, a distance of 571.84 feet to a 5/8 inch rebar found; thence South 59 degrees 59 minutes 32 seconds East, a distance of 4.02 feet to a 5/8 inch rebar found; thence leaving said right-of-way South 59 degrees 59 minutes 32 seconds East, a distance of 260.00 feet to an "X" mark found; thence along a tie line South 28 degrees 50 minutes 30 seconds East, a distance of 83.45 feet to a point, said point being the TRUE POINT OF BEGINNING; thence South 54 degrees 56 minutes 18 seconds East, a distance of 185.84 feet to a point; thence along a curve to the right, said curve having an arc length of 39.27 feet with a radius of 25.00 feet, being subtended by a chord bearing of South 09 degrees 56 minutes 18 seconds East, a distance of 35.36 feet to a point; thence South 35 degrees 03 minutes 42 seconds West, a distance of 2.00 feet to a point; thence along a curve to the right, said curve having an arc length of 39.27 feet with a radius of 25.00 feet, being subtended by a chord bearing of South 80 degrees 03 minutes 42 seconds West, a distance of 35.36 feet to a point; thence North 54 degrees 56 minutes 18 seconds West, a distance of 185.84 feet to a point; thence North 35 degrees 03 minutes 42 seconds East, a distance of 52.00 feet to a point, said point being the TRUE POINT OF BEGINNING.

Said tract of land contains 0.246 Acres.

TOGETHER WITH:

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

COMMENCING at a 1/2-inch rebar found at the intersection of the Southeasterly right-of-way line of Peachtree Parkway, a.k.a. Georgia Hwy 141 (variable right-of-way) and the Southwesterly right-of-way line of Medlock Bridge Road, (variable right-of-way); Thence along said Southwesterly right-of-way line of Medlock Bridge Road, South 28 degrees 55 minutes 58 seconds East, a distance of 352.48 feet to a 1.5-inch open top pipe found; Thence South 30 degrees 19 minutes 01 seconds East, a distance of 79.03 feet to a point, said point being the TRUE POINT OF BEGINNING; Thence continue along said right-of-way, South 30 degrees 19 minutes 01 seconds East, a distance of 55.97 feet to a point; Thence departing said right-of-way, South 66 degrees 51 minutes 51 seconds West a distance of 205.28 feet to a point; Thence along a curve to the right having an arc length of 22.59 feet, with a radius of 696.50 feet, being subtended by a chord bearing of North 43 degrees 38 minutes 47 seconds East, for a distance of 22.59 feet to a point; Thence along a curve to the right having an arc length of 183.58 feet, with a radius of 696.50 feet, being subtended by a chord bearing of North 52 degrees 07 minutes 35 seconds East, for a distance of 183.05 feet to a point; Thence North 59 degrees 40 minutes 59 seconds East, a distance of 0.50 feet to a point, said point being the TRUE POINT OF BEGINNING.

Said tract of land contains 0.155 Acres.

Based upon the three foregoing metes and bounds descriptions, the Roads Tract contains a total of 2.831 acres.

*CITY PROPERTY DESCRIPTION CONTINUES ON THE NEXT PAGE*

## **PARKING DECK TRACT**

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

COMMENCING at a 1/2-inch rebar found at the intersection of the Southeasterly right-of-way line of Peachtree Parkway, a.k.a. Georgia Hwy 141 (variable right-of-way) and the Southwesterly right-of-way line of Medlock Bridge Road, (variable right-of-way); Thence along said Southeasterly right-of-way line of Peachtree Parkway South 29 degrees 38 minutes 32 seconds West, a distance of 179.55 feet to a 3/4 inch rebar found; Thence South 31 degrees 29 minutes 36 seconds West, a distance of 181.50 feet to a 5/8 inch rebar found; Thence South 31 degrees 29 minutes 36 seconds West, a distance of 571.84 feet to a 5/8 inch rebar found; Thence South 59 degrees 59 minutes 32 seconds East, a distance of 4.02 feet to a 5/8 inch rebar found; Thence South 36 degrees 42 minutes 01 seconds West, a distance of 44.14 feet to a point; Thence South 29 degrees 23 minutes 40 seconds West, a distance of 70.33 feet to a point; Thence South 29 degrees 23 minutes 40 seconds West, a distance of 197.42 feet to a point; Thence South 29 degrees 23 minutes 40 seconds West, a distance of 132.64 feet to a point; Thence South 16 degrees 30 minutes 43 seconds West, a distance of 30.39 feet to a point; Thence departing said right-of-way, South 54 degrees 36 minutes 10 seconds East, a distance of 115.54 feet to a point; Thence North 35 degrees 23 minutes 50 seconds East, a distance of 8.66 feet to a point; Thence South 54 degrees 36 minutes 10 seconds East, a distance of 30.66 feet to a point, said point being the TRUE POINT OF BEGINNING; Thence North 35 degrees 03 minutes 42 seconds East, a distance of 110.82 feet to a point; Thence North 54 degrees 56 minutes 18 seconds West, a distance of 7.49 feet to a point; Thence North 35 degrees 03 minutes 42 seconds East, a distance of 23.19 feet to a point; Thence South 54 degrees 56 minutes 18 seconds East, a distance of 7.49 feet to a point; Thence North 35 degrees 03 minutes 42 seconds East, a distance of 108.89 feet to a point; Thence South 54 degrees 56 minutes 18 seconds East, a distance of 4.33 feet to a point; Thence North 35 degrees 03 minutes 42 seconds East, a distance of 4.55 feet to a point; Thence North 80 degrees 03 minutes 42 seconds East, a distance of 8.17 feet to a point; Thence South 54 degrees 56 minutes 18 seconds East, a distance of 107.31 feet to a point; Thence North 35 degrees 03 minutes 42 seconds East, a distance of 9.67 feet to a point; Thence North 54 degrees 56 minutes 18 seconds West, a distance of 5.33 feet to a point; Thence North 35 degrees 03 minutes 42 seconds East, a distance of 8.92 feet to a point; Thence South 54 degrees 56 minutes 18 seconds East, a distance of 5.33 feet to a point; Thence North 35 degrees 03 minutes 42 seconds East, a distance of 7.83 feet to a point; Thence South 55 degrees 07 minutes 39 seconds East, a distance of 201.99 feet to a point; Thence South 35 degrees 03 minutes 42 seconds West, a distance of 99.05 feet to a point; Thence South 60 degrees 11 minutes 05 seconds West, a distance of 130.78 feet to a point; Thence South 34 degrees 45 minutes 09 seconds West, a distance of 64.41 feet to a point; Thence North 54 degrees 36 minutes 10 seconds West, a distance of 264.25 feet to a point, said point being the TRUE POINT OF BEGINNING.

said tract of land contains 1.834 Acres.

**R2017-09-85**

**A RESOLUTION OF THE CITY OF PEACHTREE CORNERS, GEORGIA TO APPROVE THE FIRST AMENDMENT TO THE TOWN CENTER JOINT ESCROW AGREEMENT IN ORDER TO CORRECT A CLERICAL ERROR CONCERNING THE OVERPAYMENT OF ESCROW FUNDS BY FUQUA BCDC PEACHTREE CORNERS PROJECT OWNER, LLC (FUQUA).**

**WHEREAS**, the City of Peachtree Corners, the City of Peachtree Corners Downtown Development Authority, Fuqua BCDC Peachtree Corners Project Owner, LLC, InLine Communities, and Fidelity National Title Insurance Company (Escrow Agent) entered into an agreement on June 30, 2017 for the purpose of funding a Joint Escrow account for the Town Center development project; and

**WHEREAS**, after the property closing, it was discovered that Fuqua's portion of the escrow account was funded twice; and

**WHEREAS**, Fuqua has requested that this error now be corrected; and

**WHEREAS**, making the correction does not in any way have any impact on the City of Peachtree Corners or the Town Center Project;

**NOW THEREFORE, IT IS HEREBY RESOLVED by the governing authority of the City of Peachtree Corners, Georgia**, that the first amendment to the Joint Escrow agreement is hereby approved.

**SO RESOLVED AND EFFECTIVE**, this the 19<sup>th</sup> day of September, 2017.

Attest:

Approved:

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

\_\_\_\_\_  
Mike Mason, Mayor

Seal

**FIRST AMENDMENT  
TO JOINT ESCROW AGREEMENT**

This First Amendment to Joint Escrow Agreement (this "Amendment") is made as of the \_\_\_\_\_ day of \_\_\_\_\_, 2017, (the "Effective Date") by and among FUQUA BCDC PEACHTREE CORNERS PROJECT OWNER, LLC, a Georgia limited liability company ("Developer"), CITY OF PEACHTREE CORNERS, a public body corporate and politic ("City"), DOWNTOWN DEVELOPMENT AUTHORITY OF THE CITY OF PEACHTREE CORNERS, a public body corporate and politic ("DDA"), PTC MEDLOCK RESIDENTIAL, LLC, a Georgia limited liability company ("Inline") and FIDELITY NATIONAL TITLE INSURANCE COMPANY ("Escrow Agent").

**RECITALS**

A. Developer, City, DDA, Inline and Escrow Agent entered into that certain Joint Escrow Agreement dated June 30, 2017 (the "Agreement").

B. Due to a clerical error, the amount funded into escrow by Developer pursuant to the terms of the Inline Site Development Agreement was overstated by \$164,479 (the amount funded should have been \$178,454, rather than \$342,933, the amount actually funded). \$164,479, the excess amount funded by Developer is hereinafter referred to as the "Excess Funds" and \$178,454, the correct amount that should have been funded by Developer under the Inline SDA is hereafter referred to as the "Developer Funded Cushion".

C. The parties wish to enter into this Amendment for the purpose of amending the Escrow Agreement to correct such clerical error, to provide for the return of the Excess Funds to Developer and making other related changes.

**STATEMENT OF AGREEMENT**

NOW THEREFORE, in consideration of the above recitals, the mutual promises set forth herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledge, the parties agree as follows:

1. Incorporation of Recitals. The recitals set forth above are incorporated herein by reference as if set forth fully herein.
2. Definitions. Unless otherwise defined herein, capitalized terms shall have the meaning assigned to them in the Agreement.
3. Correction of Recitals. Recitals H and J (there being no Recital I) are hereby deleted and the following recitals are inserted in lieu thereof:

"H. Pursuant to Section 9(B) of the Inline Site Development Agreement, Developer has agreed to deposit with Escrow Agent, to be held in its Account, (i) the sum of \$145,558.00, which is an agreed upon 10% "override" or "cushion" on that portion of the cost of Site Improvement Work under the Inline Site Development Agreement funded by the

City/DDA pursuant to the City/DDA Site Development Agreement; and (ii) the sum of \$32,896.00, which is an agreed upon 20% “override” or “cushion” on that portion of the cost of the Site Improvement Work under the Inline Site Development Agreement funded by the Developer pursuant to the City/DDA Site Development Agreement.

J. The total amount of funds to be deposited with Escrow Agent by Developer to satisfy Developer’s foregoing obligations, as referenced in Recitals G and H, is \$3,566,736.00 (the “Developer Escrow Fund”) (collectively, the City Escrow Fund and the Developer Escrow Fund are the “Escrow Funds”).”

4. Amendment to Section 2. Clause (iii) of Section 2 is amended by deleting “\$342,933.00” and inserting in lieu thereof “\$178,454.00”.
5. Return of Excess Funds. Developer, DDA, City and Inline hereby direct Escrow Agent to return the Excess Funds to Developer immediately upon receipt of this executed Amendment.
6. Final Disbursement of Developer Funded Cushion. If the Site Improvement Work required to be performed under the Inline Site Development Agreement is completed prior to completion of all Site Improvement Work, Inline and Developer (after providing the City an opportunity to provide input as to the determination that such Site Improvement Work is complete, which input shall be considered by Inline and Developer in good faith) shall jointly notify Escrow Agent of such completion (the “Inline Completion Notice”), and immediately thereafter, Escrow Agent shall disburse to Developer the remaining balance of the Developer Funded Cushion, if any (less any amounts that have been required to be disbursed but have not yet been disbursed by Escrow Agent) and Inline shall have no further rights as to the Escrow Funds under this Agreement. Following delivery of the Inline Completion Notice to Escrow Agent, no party shall be required to deliver a copy of any disbursement request to Inline. The Inline Completion Notice shall be deemed to be Inline’s joint notification to Escrow Agent that the Site Improvement Work is complete pursuant to Section 4 of the Agreement. Nothing in this section 6 or any other provision in this Agreement shall affect the rights of the City and DDA as to Base Site Work Savings or Total Parking Deck Costs Savings pursuant to sections 6(B)(ii) and (iii) of the DDA/City Site Development Agreement.
7. Effect of Amendment. Except as modified in this Amendment, there are no changes to the Agreement, and the Agreement as herein modified remains in full force and effect as of the date hereof and is hereby ratified by the parties in all respects. The execution, delivery and effectiveness of this Amendment shall not operate as a waiver of any right, power or remedy of either party for any default under the Agreement, nor constitute a waiver of any provision of the Agreement. In the event of a conflict between the Agreement and this Amendment, the terms of this Amendment shall control.
8. Counterparts. This Amendment may be executed in several counterparts, each of which when so executed and delivered shall be original, but such counterparts shall together constitute one and the same Amendment. This Amendment may be executed in electronic format (e.g., by facsimile transmission or by transmission by e-mail of a signed counterpart

in .pdf format) and any such electronic signature and transmission shall be fully binding on the party signing this Amendment in that manner.

*[Signature pages to follow]*

IN WITNESS WHEREOF, the undersigned have executed and delivered this Amendment as of the date first above written.

**DEVELOPER:**

**FUQUA BCDC PEACHTREE CORNERS PROJECT OWNER, LLC**, a Georgia limited liability company

By: Fuqua BCDC Peachtree Corners, LLC, a Georgia limited liability company, its sole member

By: FPL Peachtree Corners Member, LLC, a Georgia limited liability company, its manager

By: FC Peachtree Corners Member, LLC, a Georgia limited liability company, its manager

By:

---

Jeffrey S. Fuqua  
Managing Member

**CITY:**

**CITY OF PEACHTREE CORNERS**, a public body  
corporate and politic

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Attest: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

[SEAL]

**DDA:**

**DOWNTOWN DEVELOPMENT AUTHORITY OF  
THE CITY OF PEACHTREE CORNERS**, a public body  
corporate and politic

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

Approved as to form by:

\_\_\_\_\_

DDA Attorney

**(SEAL)**

**INLINE:**

**PTC MEDLOCK RESIDENTIAL, LLC.** a Georgia limited liability company

By: Inline Communities, LLC, a Georgia limited liability company, its Manager

By: \_\_\_\_\_  
Bryan Musolf, Manager

**ESCROW AGENT:**

**FIDELITY NATIONAL TITLE INSURANCE  
COMPANY**

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

**JOINDER TO FIRST AMENDMENT TO JOINT ESCROW AGREEMENT**

Developer's Lender hereby joins in this Amendment for the purposes of acknowledging and consenting to the terms hereof.

**DEVELOPER'S LENDER:**

**BANK OF THE OZARKS**

By: \_\_\_\_\_

Name: Dan Thomas

Title: President – Real Estate  
Specialties Group