www.peachtreecornersga.gov

# 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

**November 20, 2017** **COUNCIL AGENDA** **7:00 PM**

PEACHTREE CORNERS CITY HALL
147 TECHNOLOGY PARKWAY, PEACHTREE CORNERS, GA 30092

**A) CALL TO ORDER**

**B) ROLL CALL**

**C) PLEDGE OF ALLEGIANCE**

**D) MAYOR'S OPENING REMARKS**

**E) CONSIDERATION OF MINUTES – October 17, 2017 & November 6, 2017**

**F) CONSIDERATION OF MEETING AGENDA**

**G) PUBLIC COMMENTS**

**H) PRESENTATIONS AND REPORTS**

| | | |
|---|---|---|
| **1.** | **Mayor Mason** | Proclamation for Thrombosis |
| **2.** | **Festival Cmte.** | Presentation from Festival Committee to the City of Peachtree Corners |
| **3.** | **Bob Wolk** | Presentation from Waste Pro to the City of Peachtree Corners |
| **4.** | **Greg Ramsey** | Highway 141 Corridor Study update |

**I) PUBLIC HEARING**

| | | |
|---|---|---|
| **1.** | **PH2017-007** | Consideration of approving building elevations for CineBistro at Town Center located in the 5200 Block of Peachtree Parkway, Dist. 6, Land Lot 301, Peachtree Corners, GA. |
| **2.** | **O2017-10-100** | Second read and consideration of PH2017-008, an amendment to Section 600 of the City of Peachtree Corners Zoning Resolution in order to regulate the maximum size and height of residential accessory structures. |

**3. O2017-10-101** Second read and consideration of PH2017-009, an amendment to Section 1610 of the City of Peachtree Corners Zoning Resolution in order to amend administrative variances for residential fence height and nonresidential building height.

**4. O2017-10-102** Second read and consideration of PH2017-010, an amendment to Section 1308 of the City of Peachtree Corners Zoning Resolution in order to allow vehicle rental establishments as a special use in the C-2 General Business District.

**5. O2017-10-103** Second read and consideration of PH2017-012, an amendment to Chapter 54, Signs, of the Code of the City of Peachtree Corners in order to increase the number of permitted ground signs on nonresidential properties meeting certain criteria.

**6. O2017-10-104** Consideration of PH2017-013, a Tall Structure Permit to allow for a 100- ft. monopole antenna at 3737 Holcomb Bridge Road, Dist. 6, Land Lot 305, Peachtree Corners, GA.

## J) ITEMS FOR CONSIDERATION

**1. O2017-11-105** First Read and Consideration of RZ2017-003 & V2017-008. Holcomb Bridge Road Townhomes request to rezone a 2.16-acre parcel from C-1 to R-TH along with associated variances to accommodate a new 17-unit townhome development at 3926 Holcomb Bridge Road, Dist. 6, Land Lot 313, Peachtree Corners, GA. (Second Read and Public Hearing December 19, 2017)

**2. O2017-11-106** First Read and Consideration of RZ2017-004 & CIC2017-004, Roberts Properties, request to rezone two parcels consisting of 4.4 acres from C-2 to MUD along with associated change-in-conditions to accommodate a new mixed-use development at 4936 Peachtree Corners Circle and 5246 Peachtree Parkway, Dist. 6, Land Lot 301, Peachtree Corners, GA. (Second Read and Public Hearing December 19, 2017)

**3. O2017-11-107** First Read and Consideration of "PTC Stormwater Utility Ordinance". (Second Read and Public Hearing on December 19, 2017)

## K) CITY MANAGER UPDATES

## L) EXECUTIVE SESSION

## M) ADJOURNMENT

# Meeting Minutes

**CITY OF PEACHTREE CORNERS**
**COUNCIL MEETING MINUTES**
**OCTOBER 17, 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 - Absent |
| 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 |

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

**MAYOR'S OPENING REMARKS:** Mayor Mason informed the public that the City had received a Redevelopment Award for Echo Lakeside, a Green Government Award from Gwinnett Clean and Beautiful, and a National Award for 'Best Website'. Mayor Mason reminded everyone to attend the Peachtree Corners Holiday Parade on Saturday, November 18, 2017.

**MINUTES:**

**MOTION TO APPROVE THE MINUTES FROM THE SEPTEMBER 19, 2017 COUNCIL MEETING.**
**By: Council Member Gratwick**
**Seconded by: Council Member Wright**
**Vote: (6-0) (Gratwick, Wright, Mason, Christ, Aulbach, Christopher)**

**MOTION TO APPROVE THE MINUTES FROM THE OCTOBER 2, 2017 WORK SESSION.**
**By: Council Member Wright**
**Seconded by: Council Member Christopher**
**Vote: (6-0) (Wright, Christopher, Mason, Christ, Aulbach, Gratwick)**

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

**PUBLIC COMMENT**: Public comment was heard concerning chickens being permitted in the City of Peachtree Corners. Nine people spoke in favor and six people spoke in opposition.

**CONSENT AGENDA:**

**ACTION ITEM**
Consideration of a construction contract for PTC 15.11, intersection improvements at Peachtree Corners Circle and Medlock Bridge Road.

**MOTION TO APPROVE A CONSTRUCTION CONTRACT FOR PTC 15.11 WITH CMES INC., FOR AN AMOUNT OF $1,212,100.30.**
**By: Council Member Gratwick**
**Seconded by: Council Member Christopher**
**Vote: (6-0) (Gratwick, Christopher, Mason, Christ, Wright, Aulbach)**

**ACTION ITEM**
Consideration of a construction contract for PTC 17.02, FY18 Streets Resurfacing.
**MOTION TO APPROVE A CONSTRUCTION CONTRACT FOR PTC 17.02 WITH BLOUNT CONSTRUCTION COMPANY, INC., FOR A NOT TO EXCEED AMOUNT OF $1.5 MILLION.**

DRAFT

**By: Council Member Gratwick**
**Seconded by: Council Member Christopher**
**Vote: (6-0) (Gratwick, Christopher, Mason, Christ, Wright, Aulbach)**

**ACTION ITEM**
Consideration of a construction contract for PTC 15.17B, pedestrian and traffic operations improvements on Winters Chapel Road.

**MOTION TO APPROVE A CONSTRUCTION CONTRACT FOR PTC 15.17 WITH BALDWIN PAVING COMPANY, INC., FOR AN AMOUNT OF $173,338.35.**
**By: Council Member Gratwick**
**Seconded by: Council Member Christopher**
**Vote: (6-0) (Gratwick, Christopher, Mason, Christ, Wright, Aulbach)**

**ACTION ITEM**
Consideration of a construction contract for PTC 17.03, GDOT LMIG Supplemental pedestrian improvements in Tech Park Atlanta.

**MOTION TO APPROVE A CONSTRUCTION CONTRACT FOR PTC 17.03 WITH ARCHIMETRIC DESIGN & CONSTRUCTION, INC., FOR AN AMOUNT OF $147,492.00.**
**By: Council Member Gratwick**
**Seconded by: Council Member Christopher**
**Vote: (6-0) (Gratwick, Christopher, Mason, Christ, Wright, Aulbach)**

**ACTION ITEM**
Consideration of Approving the City of Peachtree Corners Economic Development Master Plan.

**MOTION TO APPROVE THE CITY OF PEACHTREE CORNERS ECONOMIC DEVELOPMENT MASTER PLAN.**
**By: Council Member Gratwick**
**Seconded by: Council Member Christopher**
**Vote: (6-0) (Gratwick, Christopher, Mason, Christ, Wright, Aulbach)**

**ACTION ITEM**
Approval of Alcoholic Beverage License Application for Osteria Di Mare dba Ossea, LLC, 5005 Peachtree Pkwy, Ste 810.

DRAFT

**MOTION TO APPROVE APH 2017-10-060.**
**By: Council Member Gratwick**
**Seconded by: Council Member Christopher**
**Vote: (6-0) (Gratwick, Christopher, Mason, Christ, Wright, Aulbach)**

**PUBLIC HEARING:**

**O2017-10-100**
Consideration of an amendment to Section 600 of the City of Peachtree Corners Zoning Resolution in order to regulate the maximum size and height of residential accessory structures.
(Second Read and Public Hearing Nov. 20, 2017)

**O2017-10-101**
Consideration of an amendment to Section 1610 of the City of Peachtree Corners Zoning Resolution in order to amend administrative variances for residential fence height and nonresidential building height.
(Second Read and Public Hearing Nov. 20, 2017)

**O2017-10-102**
Consideration of an amendment to Section 1308 of the City of Peachtree Corners Zoning Resolution in order to allow vehicle rental establishments as a special use in the C-2 General Business District.
(Second Read and Public Hearing Nov. 20, 2017)

**O2017-10-103**
Consideration of an amendment to Chapter 54, Signs, of the Code of the City of Peachtree Corners in order to increase the number of permitted ground signs on nonresidential properties meeting certain criteria.
(Second Read and Public Hearing Nov. 20, 2017)

**ITEMS FOR CONSIDERATION**:

**R2017-10-87**
Resolution of the City of Peachtree Corners, Georgia in support of an application to the Georgia Department of Natural Resources, requesting grant funding to restore a stream and create a botanical garden.

DRAFT

**MOTION TO APPROVE R2017-10-87.**
**By: Council Member Gratwick**
**Seconded by: Council Member Aulbach**
**Vote: (6-0) (Gratwick, Aulbach, Mason, Christ, Wright, Christopher)**

**CITY MANAGER UPDATE:** There was no update.

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

**ADJOURNMENT**: 8:03 PM

**MOTION TO ADJOURN.**
**By: Council Member Gratwick**
**Seconded by: Council Member Aulbach**
**Vote: (6-0) (Gratwick, Aulbach, Mason, Christ, Wright, Christopher)**

Approved,

Attest:

_____
Mike Mason, Mayor

_____
Kymberly Chereck, City Clerk
(Seal)

DRAFT

**CITY OF PEACHTREE CORNERS**
**COUNCIL RETREAT MINUTES**
**NOVEMBER 4, 2017 @ 8:00 AM**

The Mayor and Council of the City of Peachtree Corners held a Council Retreat at the Buford Community Center located at 2200 Buford Highway, Buford, Georgia, 30518. 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 |
| Com. Dev. Director | Diana Wheeler |
| Finance Director | Brandon Branham |
| Public Works Director | Greg Ramsey |

**YTD CAPITAL PROJECT UPDATE:**

There was discussion concerning traffic control at the corner of Medlock Bridge Road and Peachtree Corners Circle, as well as sidewalks throughout the City. No action was taken.

**CIP PLAN UPDATE:**

There was discussion concerning the following Capital Improvements: operations and safety improvements to the intersection of Holcomb Bridge Road at Jimmy Carter Blvd.; a corridor study project with pedestrian improvements to the Winters Chapel Corridor; repaving in areas around the

City; potentially widening Spalding Drive; operational intersection improvements at the intersection of Peachtree Corners Circle and Medlock Bridge Road; a trail system with beautification at the Town Center, and phase 1 and 2 of the multi-use trail. No action was taken.

**YTD FINANCIAL UPDATE:**

Adam Fraley with Maudin & Jenkins, CPA, presented a clean audit report and stated that the City was in good standing. No action was taken.

**CITY MANAGER UPDATE:**

The City Manager brought the Council up to date on the autonomous vehicle feasibility study and on congestion reduction options for Highway 141. No action was taken.

**ADJOURNMENT**:

**MOTION TO ADJOURN AT 3:50 PM.**
**By: Council Member Christopher**
**Seconded by: Council Member Gratwick**
**Vote: (7-0) (Christopher, Gratwick, Mason, Sadd, Christ, Wright, Aulbach)**

Approved,

Attest:

_____
Mike Mason, Mayor

_____
Kymberly Chereck, City Clerk
(Seal)

DRAFT

# PH2017-007

**CITY OF PEACHTREE CORNERS**
**COMMUNITY DEVELOPMENT DEPARTMENT**

# PUBLIC HEARING ANALYSIS

| | |
|---|---|
| PLANNING COMMISSION DATE: | NOVEMBER 14, 2017 |
| CITY COUNCIL DATE: | NOVEMBER 20, 2017 |
| CASE NAME: | **CINEBISTRO BUILDING ELEVATIONS** |
| CASE NUMBER: | **PH2017-007** |
| CURRENT ZONING: | MUD (MIXED USE DEVELOPMENT) |
| LOCATION: | 5200 BLOCK OF PEACHTREE PARKWAY |
| MAP NUMBERS: | 6th DISTRICT, LAND LOT 301 |
| ACREAGE: | 5.1 ACRES |
| PROPOSED DEVELOPMENT: | NEW THEATER AT TOWN CENTER |
| APPLICANT: | FUQUA BCDC PEACHTREE CORNERS<br>3575 PIEDMONT RD.<br>ATLANTA, GA 30305 |
| CONTACT: | KEVIN FLOYD<br>404-907-1709 |
| OWNER: | FUQUA BCDC PEACHTREE CORNERS<br>3575 PIEDMONT RD.<br>ATLANTA, GA 30305 |

**RECOMMENDATION: APPROVE**

PROJECT UPDATE:

The Planning Commission heard this case on October 10, 2017 and recommended changes to the elevations prior to the City Council hearing. The elevations have been revised (see Options 2 and 7 of the attachments) to reflect the Commission's desired changes. On the front of the building, the arrangement of brick and stone has been revised, awnings have been added to the windows, and taller building elements have been added to the front ends to give the building additional height and visual interest at and near the corners. On the side facing the small parking area and creek, additional detail has been provided around the exit doors to break up the large blank façade. On the side facing the Town Green, two windows have been added, awnings have been placed over the windows, and the portion of the building acting as a

backdrop to the Town Green stage has been enhanced with additional architectural detail. The rear of the building has been revised to show a modular trellis system that will allow plantings to grow in the shape of the letters "PCTC" (Peachtree Corners Town Center). This system is described by the applicant as a custom-designed, double-track, painted aluminum frame that is supported from the ground and braced to the building. The inlay area is painted, heavy-gauge aluminum with woven wire fabric attached to aluminum tracks. Additionally, the rear now has taller corner elements and the arrangement of brick and stucco has been revised.

PROJECT BACKGROUND:

The concept plans for the Town Center were approved July 21, 2015 with the adoption of Ordinance 2015-06-49. This Ordinance identifies specific appearance standards for all the buildings in the Town Center. Criteria for building elevations listed in the ordinance address items such as building walls, roof lines, parapets, building materials, and landscaping. In addition to this ordinance, Table 'B', the development regulations for the Town Center, also includes building requirements.

Cinebistro, a movie theater and restaurant, would like to occupy the southwesternmost area of the property, adjacent to the Town Green. The entrance to building is located on the northern building elevation. This side of the building would be visible to vehicles traveling into the Town Center property from Peachtree Parkway. The opposite side of the building (facing south) is the rear of the building, abutting another private property owner to the rear. The west elevation faces a small parking area adjacent to the creek and the east elevation faces the Town Green.

The submitted elevations include red brick as the primary material along with stone as an accent at the base of the front and Town Green side of the building. Additionally, awnings are provided over the movie artwork display areas, a generous marquee is provided over the main entrances, and a varied roofline with taller decorative elements is included on the front elevation. Finally, the windows at the front of the building wrap the east façade, providing an attractive look facing the Town Green.

Since the plans are not yet fully detailed, two of the requirements could not be evaluated but would still need to be incorporated into the final plans:

1. Requirement to screen rooftop mechanical equipment
2. Requirement to include landscape materials on or adjacent to the building

RECOMMENDATION:

**After review of the applicant's proposal and other relevant information, it is recommended that PH2017-007 be approved as submitted.**

**Fuqua Development, LP**

Fifteen Piedmont Center
3575 Piedmont Rd., NE, Suite 800
Atlanta, GA 30305

Wells Fargo Bank, N.A. of Georgia

Atlanta, GA 30339

**14395**

1000227 /

| Check Date | Check # | |
|---|---|---|
| 8/21/2017 | 14395 | *****$1,293.60** |

Pay ****One Thousand****
****Two Hundred Ninety-Three Dollars And 60 Cents****

To The Order Of

CITY OF PEACHTREE CORNERS
147 TECHNOLOGY PKWY
SUITE 200
PEACHTREE CORNERS GA 30092

⑈014395⑈ ⑆061000227⑆ 9349057746⑈

Vendor: CIPECORN CITY OF PEACHTREE C Fuqua Development, LP Check Date: 8/21/2017 Check #: 14395

8/21/2017 Check #:

| Invoice # | Invoice Date | Reference | Invoice Amt | Discount | Retention | Net |
|---|---|---|---|---|---|---|
| 20170818 | 08/18/2017 | public hearing application | 1,293.60 | 0.00 | 0.00 | 1,293.60 |
| CIPECORN | CITY OF PEACHTREE CORNERS | **Totals:** | **1,293.60** | **0.00** | **0.00** | **1,293.60** |

CITY OF PEACHTREE CORNERS
COMMUNITY DEVELOPMENT
147 Technology Parkway, Suite 200, Peachtree Corners, GA 30092
Tel: 678.691.1200 | www.cityofpeachtreecornersga.com

# 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 | • 10 Copies | ✓ |
| Boundary Survey with Legal Description | • 10 Copies | ☐ N/A |
| Site Plan | • 2 full size Copies<br>• 10- 8-1/2" x 11" or 11" x 17" reductions | ✓ |
| Letter of Intent | • 10 Copies | ☐ N/A |
| Applicant Certification with Notarized Signature | • 10 Copies | ✓ |
| Property Owner Certification with Notarized Signature | • 10 Copies | ✓ |
| Standards Governing Exercise of the Zoning Power | • 10 Copies | ☐ N/A |
| Disclosure Report Form (Conflict of Interest Certification/Campaign Contributions) | • 10 Copies | ✓ |
| Verification of Paid Property Taxes (most recent year) | • One (1) Copy (for each tax parcel included) | ☐ N/A |
| Electronic copy of all of the above | • One (1) copy | ✓ |
| Application Fee | • Make checks payable to the City of Peachtree Corners | ✓ |
| **ADDITIONAL EXHIBITS (IF REQUIRED)** | | |
| Additional site plan requirements for R-TH, R-ZT, Modified, CSO, OBP, HRR, R-SR, MUD or MUO rezoning requests | • 10 Copies | ☐ N/A |
| Traffic Study | • 10 Copies | ☐ N/A |
| Development of Regional Impact Review Form | • 2 Copies | ☐ N/A |
| Building Compliance Inspection | • 2 Copies | ☐ N/A |

## 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 | OWNER INFORMATION |
|---|---|
| NAME: Fuqua BCDC Peachtree Corners Project Owner, LLC | NAME: Fuqua BCDC Peachtree Corners Project Owner, LLC |
| ADDRESS: 3575 Piedmont Road, NE | ADDRESS: 3575 Piedmont Road, NE |
| CITY: Atlanta | CITY: Atlanta |
| STATE: Georgia ZIP: 30305 | STATE: Georgia ZIP: 30305 |
| PHONE: (404) 907-1709 | PHONE: (404) 907-1709 |
| E-MAIL: jeff.fuqua@fuquadev.com | E-MAIL: jeff.fuqua@fuquadev.com |

CONTACT PERSON: Kevin Floyd PHONE: (404) 907-1709

CONTACT'S E-MAIL: kevin.floyd@fuquadev.com

**APPLICANT IS THE:**

☐ OWNER'S AGENT ☒ PROPERTY OWNER ☐ CONTRACT PURCHASER

PRESENT ZONING DISTRICTS(S): MUD REQUESTED ZONING DISTRICT: N/A

LAND DISTRICT(S): 6TH LAND LOT(S): 301 ACREAGE: 1.248

ADDRESS OF PROPERTY: 5200 Medlock Bridge Road, Peachtree Corners, GA 30092

PROPOSED DEVELOPMENT: Peachtree Corners Town Center

---

*Staff Use Only This Section*

**Case Number:**_____ **Hearing Date: P/C**_____**C/C** **Received Date:**_____

**Fees Paid:** _____ **By:** _____

**Related Cases & Applicable Conditions:**

**Description:**

---

**RESIDENTIAL DEVELOPMENT**

**No. of Lots/Dwelling Units** N/A

**Dwelling Unit Size (Sq. Ft.):** N/A

**NON-RESIDENTIAL DEVELOPMENT**

**No. of Buildings/Lots:** 6

**Total Bldg. Sq. Ft.:** 41,000

**Gross Density:** N/A

## 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-I00, 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-I0, 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-I, C-2, C-3, O-I, OBP, M-I, 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 Hiqh Rise Residential (HRR)** 1.248 ACRES X 75 $/ACRE + $1,200 = $1,293.60

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).

## 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.

Signature of Applicant — Date: 8/17/17

Jeffrey S. Fuqua / Managing Member

Type or Print Name and Title

Signature of Notary Public — Date: 8/17/17 — Notary Seal

JENNIFER LEDBETTER
My Commission Expires
NOTARY PUBLIC
03-29-2021
FULTON COUNTY, GEORGIA

## 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 of Property Owner — Date: 8/17/17

Jeffrey S. Fuqua / Managing Member

Type or Print Name and Title

Signature of Notary Public — Date: 8/17/17 — Notary Seal

JENNIFER LEDBETTER
My Commission Expires
NOTARY PUBLIC
03-29-2021
FULTON COUNTY, GEORGIA

**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)

Jeffrey S. Fuqua
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.

| Signature of Applicant | Date | Type or Print Name and Title |
|---|---|---|
| | 8/17/17 | Jeffrey S. Fuqua |

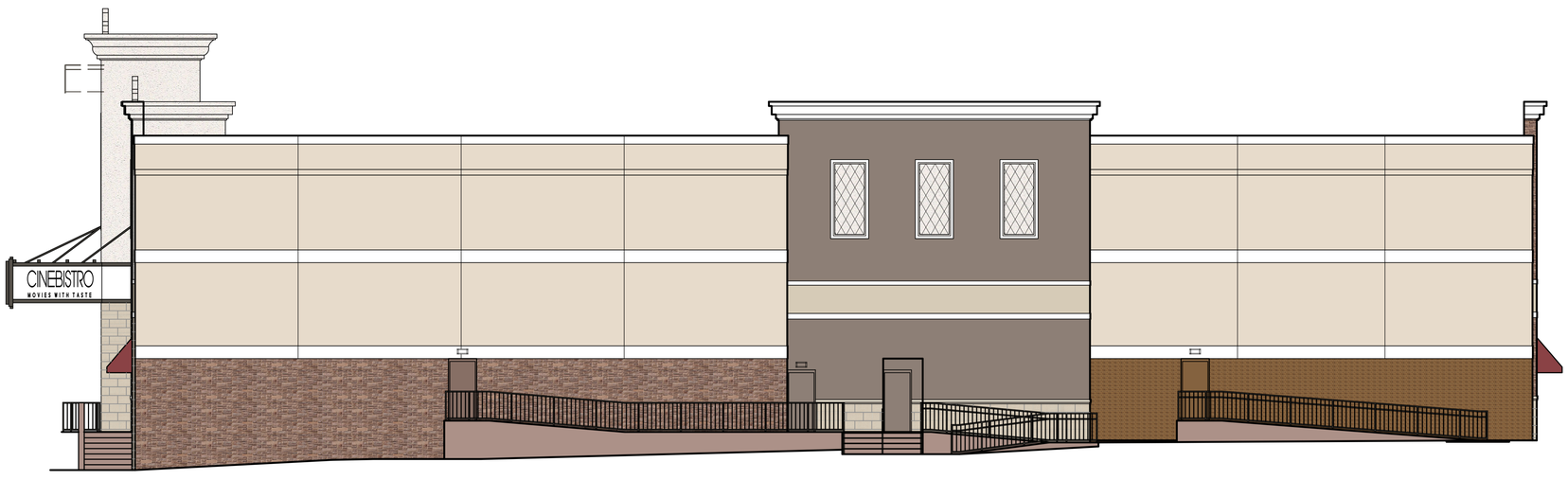
| Signature of Applicant's Attorney or Representative | Date | Type or Print Name and Title |
|---|---|---|
| | | |

| Signature of Notary | Date | Notary Seal |
|---|---|---|
| Jennifer Ledbetter | 8/17/17 | JENNIFER LEDBETTER NOTARY PUBLIC My Commission Expires 3-29-2021 FULTON COUNTY, GEORGIA |

A
A3.1

## EXTERIOR ELEVATION - OPTION 2 - STONE

SCALE : 1/8"=1'-0"




B
A3.1

## EXTERIOR ELEVATION - OPTION 2 - STONE

SCALE : 1/8"=1'-0"

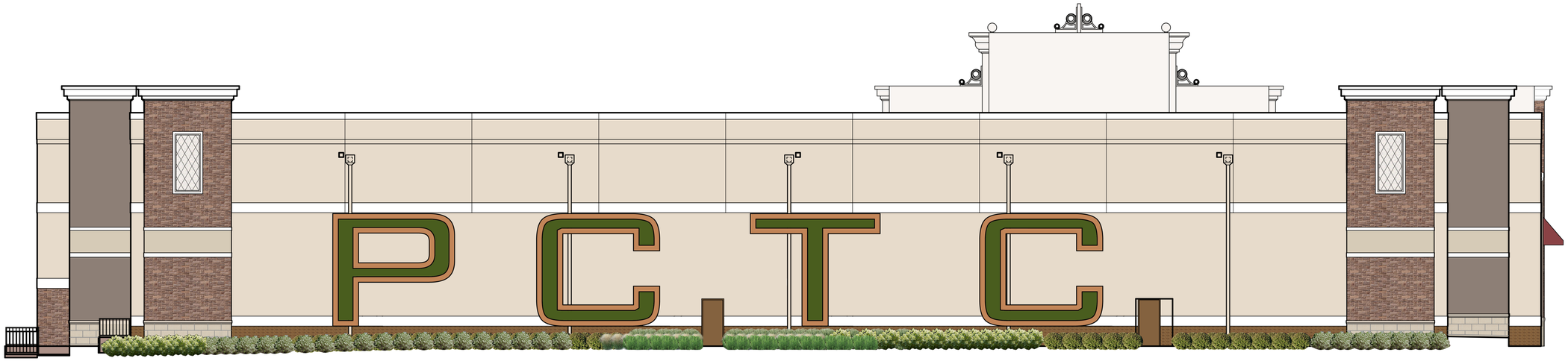
RODNEY L. SARTAIN - ARCHITECT
1904 COURTNEY DR. HOMEWOOD, ALABAMA 35209
OFFICE # 205-874-5458
FAX # 205-874-5460
E-mail: rls@rlsdesigngroup.com

EXTERIOR ELEVATIONS FOR PC
OPTION 2 - STONE

10-12-17
15-1795

PEACHTREE CORNERS
CINEBISTRO
ATLANTA, GEORGIA

A3.1

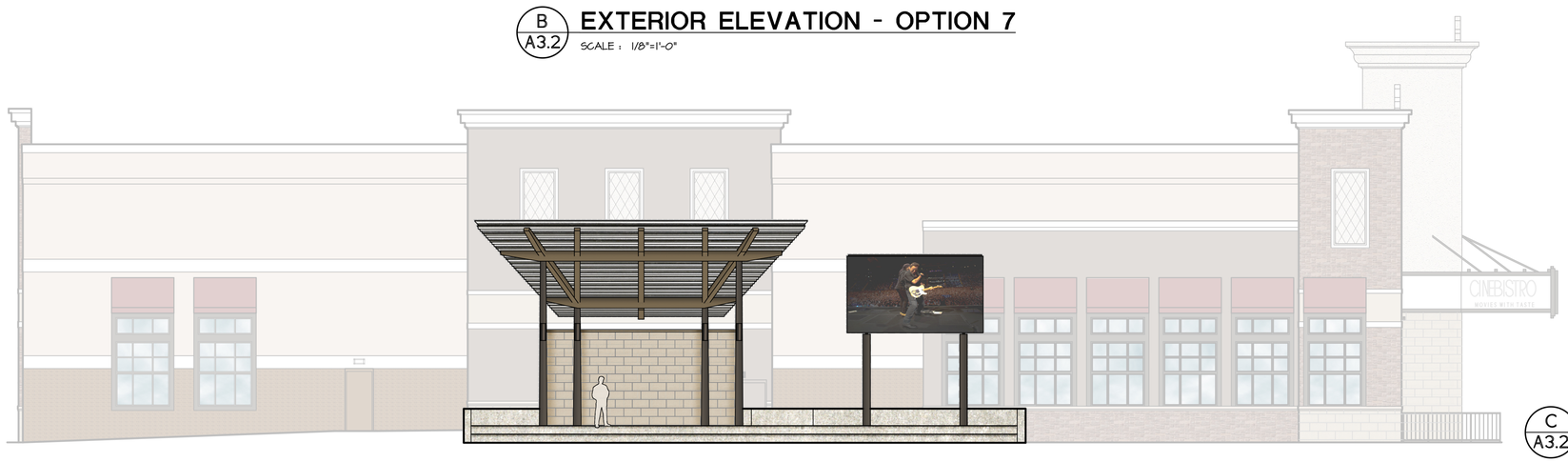



A / A3.2 EXTERIOR ELEVATION - OPTION 7 - PCTC LETTERS (3D MODULAR TRELLIS SYSTEM)

SCALE : 1/8"=1'-0"

B / A3.2 EXTERIOR ELEVATION - OPTION 7

SCALE : 1/8"=1'-0"




C / A3.2 EXTERIOR ELEVATION W/ PARK VIEW

SCALE : 1/8"=1'-0"

RODNEY L. SARTAIN - ARCHITECT
OFFICE # 205-874-5458
FAX # 205-874-5460
E-mail: rls@rlsdesigngroup.com
19104 COURTNEY DR. HOMEWOOD, ALABAMA 35209

EXTERIOR ELEVATION FOR PC
OPTION 7

10-12-17
15-1795

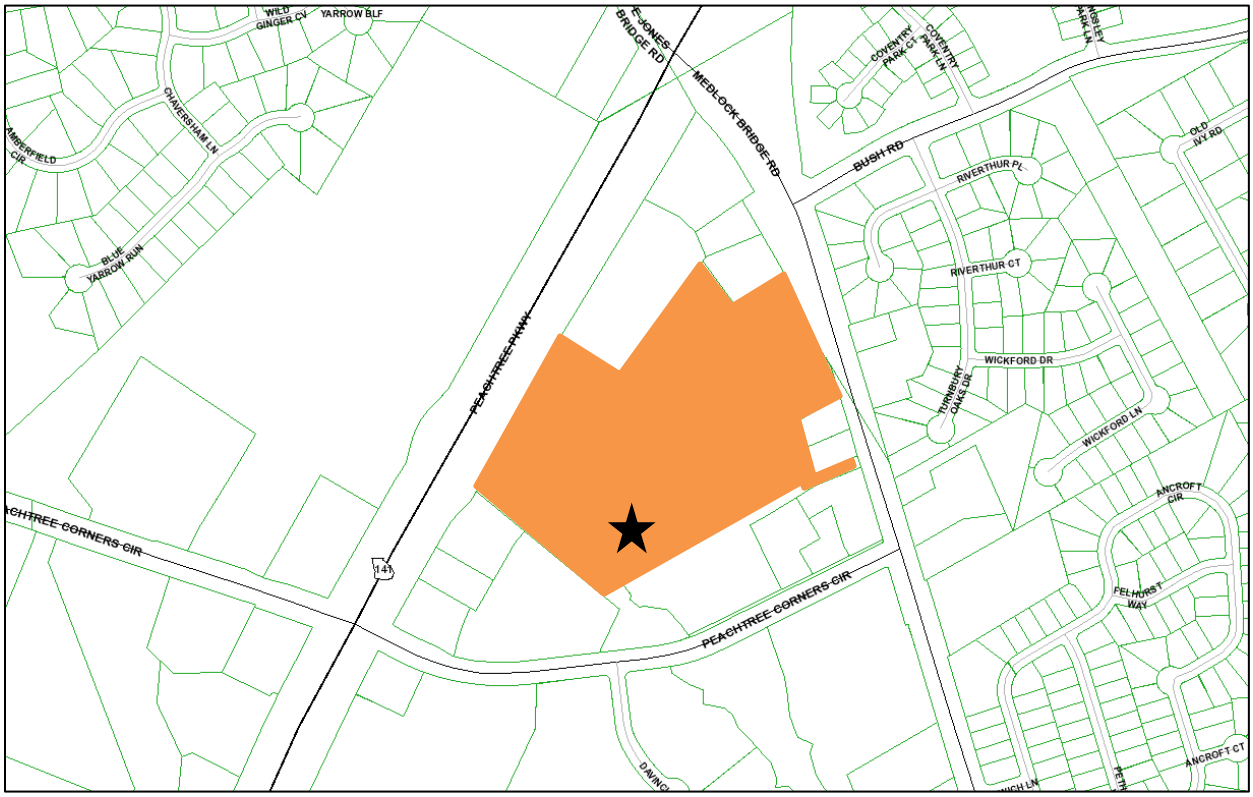
PEACHTREE CORNERS
CINEBISTRO
ATLANTA, GEORGIA

A3.2

**CITY OF PEACHTREE CORNERS**
**COMMUNITY DEVELOPMENT**
147 Technology Parkway, Suite 200, Peachtree Corners, GA 30092
Tel: 678.691.1200 | www.cityofpeachtreecornersga.com

# PROPERTY LOCATION MAP

## Cinebistro at Town Center




| | | | |
|---|---|---|---|
| **CASE NUMBER:** | **PH2017-007** | | |
| | **PLANNING COMMISSION** | **CITY COUNCIL 1ST READING** | **CITY COUNCIL 2ND READING** |
| **HEARING DATES:** | **Oct. 10, 2017** | **Oct. 17, 2017** | **Nov. 21, 2017** |
| **PROPERTY ADDRESS:** | **5200 Block of Peachtree Pkwy.** | | |

# O2017-10-100

# Memo

TO: Mayor and Council

CC: Brian Johnson, City Manager

FROM: Diana Wheeler, Community Development Director

DATE: November 20, 2017

SUBJECT: Code Amendments

Staff has identified a number of key issues in the Zoning Ordinance which continue to be problematic and need to be addressed through appropriate code amendments. The following list of issues contains those which are the most important:

1. Additional standards for residential accessory structures

   Zoning Code Art. VI, Section 600 stipulates the requirements for residential accessory structures as follows:

   *Section 600. - Accessory Uses or Structures.*

   *Accessory structures shall be permitted only in rear yards, except as otherwise provided in this Resolution. In an R (residence) district, accessory uses customarily located within front or side yards of residences may include but shall not be limited to the following: walls and fences as permitted in Section 700, mailboxes, driveways, walkways, lamp posts, landscaping, vegetable gardens provided they do not exceed 30 percent of the front yard, signs meeting the standards of the City Sign Ordinance and basketball goals adjacent to driveways. No accessory uses or structures, except driveways, mailboxes or landscaping shall be located within a public right-of-way.*

   *Accessory uses customarily located within rear yards of residences may include but shall not be limited to the following: storage buildings, patios, swimming pools, dog runs, dog pens and houses, detached garages, tennis courts, playground equipment, fences and walls as permitted in Section 700. Any accessory use or structure, except walls, fences, driveways and landscaping, shall be set back not less than five (5) feet from any lot line, except as otherwise provided within the R-TH and R-ZT zoning districts, and except for permitted encroachments as authorized in Section 705.*

   - Concern is that there is currently no maximum size for residential accessory structures which could lead to a detached accessory structure dwarfing the size of the primary structure. A rear yard shed, for example, is currently not prohibited from being larger than the main house on a residential property.

- Research indicates that Gwinnett County limits the size of accessory structures to 50% of the main structure; Duluth limits the size to 20%; Johns Creek limits the size to 33%; and Norcross limits the size to 50%.
- Staff proposes to limit the size and height of accessory structures as detailed in the ordinance proposal.

2. Administrative variances for residential fence height
    - Residential properties are currently limited to the following fence heights: 4' in the front yard and 8' in the side and rear yards.
    - Occasionally, circumstances arise when a property's front yard is directly adjacent to and surrounded by other properties' side and rear yards. In this scenario, the first property's front yard is limited to a 4' high fence which could adjoin fences of up to 8' in height, leading to an inconsistent streetscape along the public right-of-way.
    - Staff proposes that an administrative variance option be added to Zoning Code Section 1610, Administrative Variances, to allow Staff the opportunity to facilitate fence height and, when necessary, building height consistency when such requests are made.

3. Additional permissions for car rental facilities
    - Currently car rental facilities are permitted only in the C-3, M-1, and M-2 districts.
    - New and used car sales are a special use in the C-2 district.
    - Gwinnett County permits car rental businesses in the C-2 district; Duluth permits them in the Highway Commercial district (similar to Peachtree Corners' C-3 district); Johns Creek permits them in C-2; and Norcross does not permit this use.
    - There are several long-standing car rental businesses in Peachtree Corners located in C-2 districts. These businesses were authorized by Gwinnett County prior to the city's incorporation.
    - Staff proposes that car rental facilities be added as a special use to the C-2 district.

4. Ground Signs
    - Currently each property can have one ground sign unless it's located on a corner lot, in which case it can have 2 ground signs.
    - The proposed ordinance provides for a second ground sign if certain criteria are met on non-corner lots: the property has at least 300 feet of linear road frontage and at least two points of access from the road

STATE OF GEORGIA
COUNTY OF GWINNETT
CITY OF PEACHTREE CORNERS **ORDINANCE 2017-10-100**

**AN ORDINANCE OF THE CITY OF PEACHTREE CORNERS, GEORGIA TO AMEND ARTICLE VI OF THE CITY OF PEACHTREE CORNERS ZONING RESOLUTION BY AMENDING SECTION 600 RELATED TO RESIDENTIAL ACCESSORY STRUCTURES AND USES; REPEALING ALL CONFLICTING ORDINANCES; AND SETTING AN EFFECTIVE DATE**

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

**WHEREAS,** pursuant to Section 1.12(a) of the City Charter, the City is charged with exercising the powers of zoning; and

**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,** the Mayor and Council desire to amend the current zoning resolution;

**NOW THEREFORE, IT IS HEREBY ORDAINED by the governing authority of the City of Peachtree Corners, Georgia that the Zoning Resolution be amended as follows**:

**Section 1.** (words ~~struck through~~ are deleted and words underlined are added)

## ARTICLE VI, GENERAL PROVISIONS

### Section 600. Accessory Uses or Structures.

Accessory structures shall be permitted only in rear yards, except as otherwise provided in this Resolution. In an R (residence) district, accessory uses customarily located within front or side yards of residences may include but shall not be limited to the following: walls and fences as permitted in Section 700, mailboxes, driveways, walkways, lamp posts, landscaping, vegetable gardens provided they do not exceed 30 percent of the front yard, signs meeting the standards of the City Sign Ordinance and basketball goals adjacent to driveways. No accessory uses or structures, except driveways, mailboxes or landscaping shall be located within a public right-of-way.

Accessory uses customarily located within rear yards of residences may include but shall not be limited to the following: storage buildings, patios, swimming pools, dog runs, dog pens and houses, detached garages, tennis courts, playground equipment, fences and walls as permitted in Section 700. Any accessory use or structure, except walls, fences, driveways and landscaping, shall comply with the following: ~~be set back not less than five (5) feet from any lot line, except~~

~~as otherwise provided within the R-TH and R-ZT zoning districts, and except for permitted encroachments as authorized in Section 705.~~

1. Properties on which the primary structure is one story shall be permitted an accessory structure in accordance with the following:
   a. The accessory structure shall not exceed 50% of the habitable square footage of the primary structure or 800 square feet, whichever is less.
   b. The accessory structure shall not exceed one story and/or sixteen (16) feet in height, whichever is less.
   c. The accessory structure shall be set back at least five (5) feet from any property line, except as otherwise provided within the R-TH and R-ZT zoning districts, and except for permitted encroachments as authorized in Section 705.
2. Properties on which the primary structure is two or more stories shall be permitted an accessory structure in accordance with the following:
   a. The accessory structure ground floor area shall not exceed 50% of the habitable square footage of the primary structure or 800 square feet, whichever is less.
   b. The accessory structure shall not exceed two stories and/or thirty (30) feet in height, whichever is less.
   c. One-story accessory structures, not exceeding sixteen (16) feet in height, shall be set back at least five (5) feet from any property line, except as otherwise provided within the R-TH and R-ZT zoning districts, and except for permitted encroachments as authorized in Section 705.
   d. Two-story accessory structures shall be set back at least fifteen (15) feet from any property line, except as otherwise provided within the R-TH and R-ZT zoning districts, and except for permitted encroachments as authorized in Section 705.

No accessory structure shall be erected on a lot prior to the time of construction of the principal building to which it is accessory a) on the same lot, or b) on an adjoining lot in joint or common ownership.

## Section 2

All ordinances or parts of ordinances in conflict herewith are hereby expressly repealed.

**SO ORDAINED AND EFFECTIVE**, this ___ day of _____, 20__.

**Approved:**

_____
Mike Mason, Mayor

**VOTE**: □Y□N□A **Sadd** / □Y□N□A **Christ** / □Y□N□A **Wright** / □Y□N□A **Mason** / □Y□N□A **Aulbach** / □Y□N□A **Christopher** / □Y□N□A **Gratwick**

STATE OF GEORGIA
COUNTY OF GWINNETT
CITY OF PEACHTREE CORNERS **ORDINANCE 2017-10-100**

ATTEST:

_____(SEAL)
Kym Chereck, City Clerk

**VOTE**: □Y□N□A **Sadd** / □Y□N□A **Christ** / □Y□N□A **Wright** / □Y□N□A **Mason** / □Y□N□A **Aulbach** / □Y□N□A **Christopher** / □Y□N□A **Gratwick**

# O2017-10-101

STATE OF GEORGIA
COUNTY OF GWINNETT
CITY OF PEACHTREE CORNERS **ORDINANCE 2017-10-101**

**AN ORDINANCE OF THE CITY OF PEACHTREE CORNERS, GEORGIA TO AMEND ARTICLE XVI OF THE CITY OF PEACHTREE CORNERS ZONING RESOLUTION BY AMENDING SECTION 1610 RELATED TO ADMINISTRATIVE VARIANCES; REPEALING ALL CONFLICTING ORDINANCES; AND SETTING AN EFFECTIVE DATE**

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

**WHEREAS,** pursuant to Section 1.12(a) of the City Charter, the City is charged with exercising the powers of zoning; and

**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,** the Mayor and Council desire to amend the current zoning resolution;

**NOW THEREFORE, IT IS HEREBY ORDAINED by the governing authority of the City of Peachtree Corners, Georgia that the Zoning Resolution be amended as follows**:

**Section 1.** (words ~~struck through~~ are deleted and words underlined are added)

## ARTICLE XVI, ZONING BOARD OF APPEALS

…

### Section 1610. Administrative Variances.

The Director of ~~Planning and~~ Community Development shall have the power to grant variances (except for density and use variances) from the development standards of this ordinance where, in his/her opinion, the intent of the ordinance can be achieved and equal performance obtained by granting a variance. The authority to grant such variances shall be limited to variances from the following requirements:

…

d. Height ~~– variance up to but not exceeding ten (10) feet, provided that no increase in the height for a sign or fence may be granted nor may the variance result in an increase in the number of stories than would otherwise be allowed under the applicable zoning district.~~

1. Residential: variance up to but not exceeding ten (10) feet, provided that no increase in the height for a sign or fence, except as permitted in Section 1610.i below, may be granted nor may the variance result in an increase in the number of stories than would otherwise be allowed under the applicable zoning district.
2. Non-residential: variance up to but not exceeding fifteen (15) feet, provided that no increase in the height for a sign or fence may be granted nor may the variance

**VOTE**: □Y□N□A **Sadd** / □Y□N□A **Christ** / □Y□N□A **Wright** / □Y□N□A **Mason** / □Y□N□A **Aulbach** / □Y□N□A **Christopher** / □Y□N□A **Gratwick**

result in an increase in the number of stories than would otherwise be allowed under the applicable zoning district.

i. Increase in residential fence height in the front yard, not to exceed two (2) feet of increased height provided all of the following conditions are met:

1. The property requesting the increased height has a front yard directly adjoining the side and/or rear yard(s) of neighboring properties.
2. The fence complies with all other provisions of Article VII, Section 700.

## Section 2

All ordinances or parts of ordinances in conflict herewith are hereby expressly repealed.

**SO ORDAINED AND EFFECTIVE**, this ___ day of _____, 20__.

**Approved:**

_____
Mike Mason, Mayor

ATTEST:

_____(SEAL)
Kym Chereck, City Clerk

**VOTE**: □Y□N□A **Sadd** / □Y□N□A **Christ** / □Y□N□A **Wright** / □Y□N□A **Mason** / □Y□N□A **Aulbach** / □Y□N□A **Christopher** / □Y□N□A **Gratwick**

# O2017-10-102

STATE OF GEORGIA
COUNTY OF GWINNETT
CITY OF PEACHTREE CORNERS **ORDINANCE 2017-10-102**

**AN ORDINANCE OF THE CITY OF PEACHTREE CORNERS, GEORGIA TO AMEND ARTICLE XIII OF THE CITY OF PEACHTREE CORNERS ZONING RESOLUTION BY AMENDING SECTION 1308 RELATED TO USE PROVISIONS CONCERNING VEHICLE RENTAL ESTABLISHMENTS IN THE C-2 DISTRICT; REPEALING ALL CONFLICTING ORDINANCES; AND SETTING AN EFFECTIVE DATE**

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

**WHEREAS,** pursuant to Section 1.12(a) of the City Charter, the City is charged with exercising the powers of zoning; and

**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,** the Mayor and Council desire to amend the current zoning resolution;

**NOW THEREFORE, IT IS HEREBY ORDAINED by the governing authority of the City of Peachtree Corners, Georgia that the Zoning Resolution be amended as follows**:

**Section 1.** (words ~~struck through~~ are deleted and words underlined are added)

## ARTICLE XIII, USE PROVISIONS

### Section 1308. C-2 General Business District.

…

*Permitted Uses.* Only the following permitted uses shall be allowed in the C-2 General Business District and no structure shall be erected, structurally altered or enlarged for any use other than a use permitted herein with the exception of a) uses lawfully established prior to the effective date of the amendment; b) special uses as permitted herein; or c) accessory uses defined in Article III, Definitions; or [d)] other uses which are clearly similar to and consistent with the purpose of this District.

…

E. *Special Uses*. Within the C-2 General Business District, the following uses may be permitted provided the applicant for such a development is granted a Special Use Permit by the City Council after receiving recommendations from the Director of Planning and Development and Planning Commission and after a Public Hearing:

…

21. Vehicle rental establishments.

…

**VOTE**: □Y□N□A **Sadd** / □Y□N□A **Christ** / □Y□N□A **Wright** / □Y□N□A **Mason** / □Y□N□A **Aulbach** / □Y□N□A **Christopher** / □Y□N□A **Gratwick**

STATE OF GEORGIA
COUNTY OF GWINNETT
CITY OF PEACHTREE CORNERS **ORDINANCE 2017-10-102**

## Section 2

All ordinances or parts of ordinances in conflict herewith are hereby expressly repealed.

**SO ORDAINED AND EFFECTIVE**, this ___ day of _____, 20__.

**Approved:**

_____
Mike Mason, Mayor

ATTEST:

_____(SEAL)
Kym Chereck, City Clerk

**VOTE**: □Y□N□A **Sadd** / □Y□N□A **Christ** / □Y□N□A **Wright** / □Y□N□A **Mason** / □Y□N□A **Aulbach** / □Y□N□A **Christopher** / □Y□N□A **Gratwick**

# O2017-10-103

STATE OF GEORGIA
COUNTY OF GWINNETT
CITY OF PEACHTREE CORNERS **ORDINANCE 2017-10-103**

**AN ORDINANCE OF THE MAYOR AND COUNCIL OF THE CITY OF PEACHTREE CORNERS, GEORGIA TO AMEND CHAPTER 54 (SIGNS) OF THE CODE OF THE CITY OF PEACHTREE CORNERS, GEORGIA; TO AMEND REGULATIONS FOR GROUND SIGNS; TO REPEAL CONFLICTING ORDINANCES; 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.

**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

**NOW THEREFORE, IT IS HEREBY ORDAINED** by the governing authority of the City of Peachtree Corners, Georgia that the City's Code of Ordinances is amended as follows:

**SECTION I.** (words ~~struck through~~ are deleted and words underlined are added)

**CHAPTER 54, SIGNS**

…

**Section 54-16. Maximum heights, maximum sizes, setback requirements and quantity of signs permitted.**

Signs incorporated in the city shall be permitted and regulated in accordance with the following sign table, unless otherwise regulated, prohibited or exempted herein:

SIGN TABLE

| Type of Sign Purpose or Use | | Maximum Height | Setback from Right-of-Way (1) | Maximum Size per Sign Allowed | | Quantity and Type Permitted |
|---|---|---|---|---|---|---|
| 1. | Primary signs for an individual establishment on an individual | 5 Ft. 10 Ft. 20 Ft. | 0—5 Ft. > 5 Ft. or < 20 Ft. 20 Ft. or > | Ground Signs Gross Building Space Sign Size | Max. | Ground Signs |

**VOTE**: □Y□N□A **Sadd** / □Y□N□A **Christ** / □Y□N□A **Wright** / □Y□N□A **Mason** / □Y□N□A **Aulbach** / □Y□N□A **Christopher** / □Y□N□A **Gratwick**

| | | | | | | |
|---|---|---|---|---|---|---|
| | nonresidential lot. | | | | | |
| | | | | 0—10,000 | 75 Sq. Ft. | One sign structure per road frontage not to exceed maximum allowable square footage* <u>However, one additional sign that is no greater in area than the first sign shall be permitted for properties having at least 300 feet of linear road frontage and at least two access points.</u> |
| … | | … | … | … | … | … |

**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.

**VOTE**: □Y□N□A **Sadd** / □Y□N□A **Christ** / □Y□N□A **Wright** / □Y□N□A **Mason** / □Y□N□A **Aulbach** / □Y□N□A **Christopher** / □Y□N□A **Gratwick**

STATE OF GEORGIA
COUNTY OF GWINNETT
CITY OF PEACHTREE CORNERS **ORDINANCE 2017-10-103**

**SO ORDAINED AND EFFECTIVE**, this ___ day of _____, 20__.

**Approved:**

_____
Mike Mason, Mayor

ATTEST:

_____(SEAL)
Kym Chereck, City Clerk

**VOTE**: □Y□N□A **Sadd** / □Y□N□A **Christ** / □Y□N□A **Wright** / □Y□N□A **Mason** / □Y□N□A **Aulbach** / □Y□N□A **Christopher** / □Y□N□A **Gratwick**

# O2017-11-104

# Memo

TO: Mayor and Council

CC: Brian Johnson, City Manager

FROM: Diana Wheeler, Community Development Director

DATE: November 20, 2017

SUBJECT: PH2017-013 T-Mobile Cellular Tower

On-Air Wireless Group, on behalf of T-Mobile, submitted an application for approval of a cell tower to be located at 3737 Holcomb Bridge Road (at the rear of the Landmark Church property). Since there are many technical aspects associated with a cell tower application, Code Sec. 58-132, *Review of application by a radio-frequency engineer*, requires the City to retain a consultant specializing in cell towners to evaluate the applicant's proposal. In compliance with this requirement, Staff retained David Snavely, an electrical engineer from Houston, Texas who specializes in evaluating cell tower placements, to review this application and make a recommendation.

Mr. Snavely's evaluation concludes that T-Mobile's application for a cell tower is justified and should have minimal impact on adjoining property. His report along with the application, photos, site map, and applicable code section are attached.

Code Sec. 58-134 requires that before the Council takes action on this item, a public hearing must be held. All notification requirements, including newspaper advertisement, sign posting, and letters to neighbors, have been met.

Additionally, if Council would like to consider approving the proposed tower, staff recommends the following conditions:

1. That the alignment of access to the tower from a public right-of-way be flexible in location on the property so as not to hinder the possibility of redevelopment of the property at a future time.

2. That the nearest edge of the tower and associated equipment be placed at a distance of 75 feet from the northwestern property line shared by the multifamily property at 3600 Holcomb Bridge Road. The 75 feet of separation shall remain as a wooded and undisturbed buffer on the property, regardless of any future use that may be developed on the site.

3. The Landmark Church lease shall be modified to incorporate these conditions and remove any conflicts.

CITY OF PEACHTREE CORNERS
COMMUNITY DEVELOPMENT
147 Technology Parkway, Suite 200, Peachtree Corners, GA 30092
Tel: 678.691.1200 | www.peachtreecornersga.gov

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

## 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: APC Towers / T-Mobile | NAME: Landmark Church |
| ADDRESS: 3000 Aerial Center Pkwy. | ADDRESS: 3737 Holcomb Bridge Rd. |
| CITY: Morrisville | CITY: Peachtree Corners |
| STATE: NC ZIP: 27560 | STATE: GA ZIP: 30092 |
| PHONE: 517-325-3301 | PHONE: 770-449-5956 |
| E-MAIL: wes@onairwirelessgroup.com | E-MAIL: michael@landmarkchurch.org |

**APPLICANT CONTACT, IF DIFFERENT THAN ABOVE**

CONTACT PERSON: Wes Webber PHONE: 517-325-3301

CONTACT'S E-MAIL: wes@onairwirelessgroup.com

**APPLICANT IS THE:**

☑ OWNER'S AGENT ☐ PROPERTY OWNER ☐ CONTRACT PURCHASER

PRESENT ZONING DISTRICTS(S): R-75 REQUESTED ZONING DISTRICT: No change

LAND DISTRICT(S):_____ LAND LOT(S): _____ACREAGE: _____

ADDRESS OF PROPERTY: 3737 Holcomb Bridge Rd. 30092

PROPOSED DEVELOPMENT: Proposed Wireless Tower

*Staff Use Only This Section*

**Case Number:**_____ **Hearing Date: P/C**_____**C/C**_____**Received Date:**_____

**Fees Paid:** _____**By:** _____

**Related Cases & Applicable Conditions:**

_____

**Description:**

**RESIDENTIAL DEVELOPMENT**

**No. of Lots/Dwelling Units**_____

**Dwelling Unit Size (Sq. Ft.):** _____

**NON-RESIDENTIAL DEVELOPMENT**

**No. of Buildings/Lots:**_____

**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-I00, 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-I0, 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-I, C-2, C-3, O-I, OBP, M-I, 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 Hiqh 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).

## 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.

9/5/17 ~~8/31/17~~

Signature of Applicant — Date

Wes Webber - Site Acquisition

Type or Print Name and Title

9/5/17

Signature of Notary Public — Date — Notary Seal

ANNE H HANSON NOTARY PUBLIC MECKLENBURG COUNTY, NC

Comm Expires 11/8/21

## 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 of Property Owner — Date

Type or Print Name and Title

Signature of Notary Public — 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.

8/31/17

Signature of Applicant — Date

Wes Webber - Site Acquisition

Type or Print Name and Title

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.

9/1/17

Signature of Property Owner — Date

Michael Greene II Administrator

Type or Print Name and Title

9-1-17

Signature of Notary Public — Date — Notary Seal

BETHLEHEM TESHOME
MY COMMISSION EXPIRES
NOTARY PUBLIC
OCTOBER 12, 2019
GWINNETT COUNTY, GEORGIA

## 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

**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)

Wes Webber
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.

| | | |
|---|---|---|
| | 9/5/17 ~~8/31/17~~ | Wes Webber |
| Signature of Applicant | Date | Type or Print Name and Title |
| | | |
| Signature of Applicant's Attorney or Representative | Date | Type or Print Name and Title |
| | 9/5/17 | ANNE H HANSON NOTARY PUBLIC MECKLENBURG COUNTY, NC |
| Signature of Notary | Date | Notary Seal |

Comm Expires 11/8/21

## 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:
(Map Reference Number)

| R | - | 6305 | - | 016 |
|---|---|---|---|---|
| District | | Land Lot | | Parcel |

Signature of Applicant

8/31/17
Date

Wes Webber
Type or Print Name and Title

*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

on Air wireless group

PH2017-013

Sep 1, 2017

City of Peachtree Corners
Planning & Zoning
147 Technology Parkway NW
Suite 200
Peachtree Corners GA 30092

Re: 9AT3062 / GA-1400 – Landmark Church – Tall Structure Permit Application

To whom it may concern:

On-Air Wireless Group has been retained by APC Telecom Services on behalf of T-Mobile to submit a Tall Structure Permit Application on their shared behalf for a new tower site application at Landmark Church – 3737 Holcomb Bridge Rd..

For your consideration, please find the attached enclosed materials:

1 Tall Structure Permit Application
1 Public Hearing Application
1 Photosimulation packet of the proposal
1 RF Analysis prepared by T-Mobile
1 Determination of No Hazard to FAA Restrictions
1 FAA 1(A) Certification confirming proposed structure location.
1 Redacted Option & Ground Lease Agreement
1 set of Construction Drawings showing the proposed project, prepared by a state-certified engineer.
1 Tall Structure Permit Application Fee Check - $6,000
1 Public Hearing Sign for Tall Structure Permit Check - $50.00
1 Public Hearing Application Fee Check - $850.00

Please review these materials and confirm that this application is deemed complete and will proceed with review. Thank you in advance for your time and consideration of this matter. Please feel free to reach out any time with questions.

Regards,

Wes Webber
On-Air Wireless Group
wes@onairwirelessgroup.com
(517) 325-3301

We held a community meeting Tuesday 8/22; mailings went out to the surrounding area. Apt Complexes were addressed directly. We did not have any attendees beyond members of the church. I did also include my contact info and have not received any calls or emails regarding the project, either.

One of the things I did was include a link to the photosims online for review, which show a very minimal level of visibility from Holcomb Bridge Rd., only. I think the lack of visibility has a lot to do with the lack of interest.

I am happy to send out an additional mailing to the area ahead of our public hearing if the city would like to confirm the interest in the surrounding area. Please let me know if you have any questions and / or how to proceed.

## PROJECT SUMMARY

| | |
|---|---|
| SITE NAME: | PEACHTREE CORNERS |
| SITE ADDRESS: | MEADOW RUE DRIVE<br>NORCROSS, GA 30092 |
| JURISDICTION: | CITY OF PEACHTREE CORNERS |
| COUNTY: | GWINNETT COUNTY |
| ZONING: | CITY OF PEACHTREE CORNERS |
| ZONING CLASSIFICATION: | R60 |
| ZONING CONTACT: | REX ROBINSON<br>(478) 862-3809 |
| PROPERTY OWNER: | LANDMARK CHURCH<br>3737 HOLCOMB BRIDGE RD.<br>NORCROSS, GA 30092 |
| TOWER OWNER: | APC TOWERS<br>3000 AERIAL CENTER PARKWAY<br>SUITE 110<br>MORRISVILLE, NC 27560<br>MICHAEL SHORT: (919) 324-1943 |
| PROJECT NUMBER: | APC: GA-1400<br>T-MOBILE: 9AT3062F |
| SITE COORDINATES: | 1A |
| LATITUDE: | 33° 57' 34.85" N (NAD 83) |
| LONGITUDE: | 84° 15' 05.13" W (NAD 83) |
| ELEVATION: | 901.7' (NAVD 88) |
| OCCUPANCY: | UNMANNED |
| CONSTRUCTION TYPE: | RAWLAND |
| TELEPHONE COMPANY: | TBD<br>CONTACT: TBD<br>PHONE: TBD |
| POWER COMPANY: | TBD<br>CONTACT: TBD<br>PHONE: TBD |
| FIRE DEPARTMENT: | GWINNETT FIRE STATION #4<br>5550 SPALUDING DR<br>NORCROSS, GA 30092<br>PHONE: (678) 518-4800 |
| POLICE DEPARTMENT: | NORCROSS POLICEDEPARTMENT<br>65 LAWRENCEVILLE ST NW<br>NORCROSS, GA 30092<br>PHONE: (770) 448-2111 |
| E911 ADDRESSING: | TBD |
| BUILDING PERMIT PROCESS: | TBD |

## STRUCTURAL REVIEW

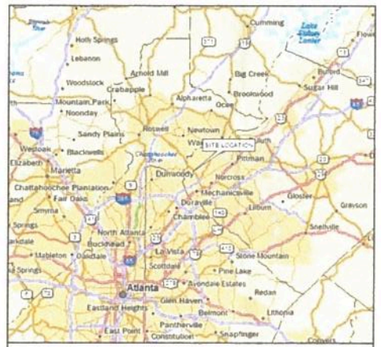
CONTRACTOR SHALL ATTAIN AND VERIFY STRUCTURAL EVALUATION REPORT OF EXISTING TOWER FOR EXACT PLACEMENT OF ANTENNAS AND COAX CABLES. CONTRACTOR SHALL COMPLY WITH THE REQUIREMENTS OF THE STRUCTURAL EVALUATION REPORT AND NOTIFY APC TOWERS CONSTRUCTION MANAGER IN THE CASE OF ANY DISCREPANCIES. ANY STRUCTURAL MODIFICATION, IF REQUIRED, SHALL BE DONE PRIOR TO THE INSTALLATION OF ANTENNAS.

THE INFORMATION CONTAINED IN THIS SET OF DOCUMENTS IS PROPRIETARY BY NATURE. ANY USE OR DISCLOSURE OTHER THAN THAT WHICH RELATES TO THE CLIENT IS STRICTLY PROHIBITED.

APC Towers

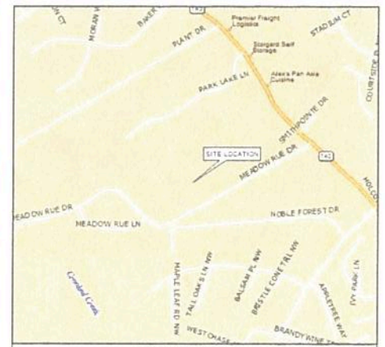
SITE NAME: PEACHTREE CORNERS
APC SITE NUMBER: GA-1400
T-MOBILE SITE NUMBER: 9AT3062F
± MEADOW RUE DRIVE
NORCROSS, GA 30092

## VICINITY MAP




NOT TO SCALE

## LOCATION MAP




NOT TO SCALE

## DRIVING DIRECTIONS

FROM ATLANTA, GA:

GET ON I-75 N/I-85 N. HEAD NORTH ON CAPITOL AVE SW. TURN RIGHT ONTO M.L.K. JR DR SE. TURN LEFT ONTO THE INTERSTATE 75 (NORTH) INTERSTATE 85 (NORTH) RAMP. CONTINUE ON I-85 N. TAKE GA-141 N TO PEACHTREE INDUSTRIAL BLVD IN PEACHTREE CORNERS. TAKE THE EXIT TOWARD GA-141/JIMMY CARTER BOULEVARD FROM GA-141 N. MERGE ONTO I-75 N/I-85 N. KEEP LEFT AT THE FORK TO CONTINUE ON I-85 N, FOLLOW SIGNS FOR INTERSTATE 85 N. USE THE RIGHT 2 LANES TO TAKE EXIT 95 FOR I-285 W TOWARD CHATTANOOGA. MERGE ONTO I-285. TAKE EXIT 31B TO MERGE ONTO GA-141 N. TAKE THE EXIT TOWARD GA-141/JIMMY CARTER BOULEVARD. TAKE GA-140 W TO MEADOW RUE DR. MERGE ONTO PEACHTREE INDUSTRIAL BLVD. USE THE LEFT 2 LANES TO TURN LEFT ONTO GA-140 W. TURN LEFT ON MEADOW RUE DRIVE. YOUR DESTINATION WILL BE ON THE RIGHT.

## PROJECT TEAM

TOWER OWNER:
APC TOWERS
3000 AERIAL CENTER PARKWAY
SUITE 110
MORRISVILLE, NC 27560
MICHAEL SHORT: (919) 324-1943

SURVEYOR:
NAME: POINT TO POINT
ADDRESS: 1010 PENNSYLVANIA AVENUE
McDONOUGH, GA 30253
PHONE: (678) 565-4440

SITE ACQUISITION
NAME: APC TOWERS
ADDRESS: 3000 AERIAL CENTER PARKWAY
SUITE 110
MORRISVILLE, NC 27560
CONTACT: WES WEBBER
PHONE: (517) 404-2713

A&E ENGINEER:
NAME: TELECAD WIRELESS SITE DESIGN
ADDRESS: 1961 NORTHPOINT BLVD. SUITE 130
HIXSON, TN 37343
CONTACT: STEVE HUNT
PHONE: (423) 843-9500

## SHEET INDEX


| NO. | DESCRIPTION |
|---|---|
| T-1 | TITLE SHEET |
| Z-1 | OVERALL SITE PLAN |
| Z-2 | SITE LAYOUT PLAN |
| Z-3 | FENCE DETAILS |
| Z-4 | AREA MAP |


## PROJECT DESCRIPTION:

THE PROPOSED PROJECT INCLUDES:
- INSTALL (1) 100' MONOPINE TOWER WITH 5' LIGHTNING ROD.
- INSTALL NEW 70' x 70' x 6' CHAIN LINK COMPOUND.
- INSTALL NEW POWER & TELCO UTILITIES AND GROUNDING SYSTEM.

## CODE COMPLIANCE

| | |
|---|---|
| BUILDING CODE | 2012 INTERNATIONAL BUILDING CODE (IBC 2012) |
| STRUCTURAL CODE | TIA/EIA-222 - REVISION G (INCLUDES ADDENDUM #2) |
| MECHANICAL CODE | 2012 INTERNATIONAL MECHANICAL CODE (IMC 2012) |
| PLUMBING CODE | 2012 INTERNATIONAL PLUMBING CODE (IPC 2012) |
| ELECTRICAL CODE | 2011 NATIONAL ELECTRICAL CODE (NEC - NFPA 70) |
| HIGHT SAFETY CODE | 2012 INTERNATIONAL FIRE CODE (2012 IFC) |
| ENERGY CODE | 2012 INTERNATIONAL ENERGY CODE (COMMERCIAL) |
| GAS CODE | 2012 NATIONAL FUEL GAS CODE (NFPA 54) |

1 (800) 282-7411
www.georgia811.com
CONTRACTOR TO CALL GEORGIA ONE-CALL SYSTEMS AT LEAST (2) WORKING DAYS PRIOR TO DIGGING.

SHEET SCALE FACTOR:
PLOT SIZE:
11"x17": "TO SCALE"

APC Towers
3000 AERIAL CENTER PARKWAY, SUITE 110
MORRISVILLE, NC 27560
PH: (919) 324-1943

T-Mobile

TeleCAD Wireless
1961 NORTHPOINT BLVD, SUITE 130
HIXSON, TN 37343
PH: 423-843-9500
FAX: 423-843-9509

| | |
|---|---|
| A&E PROJECT # | N/A |
| DRAWN BY: | SBW |
| CHECKED BY: | DLS |

REVISIONS

| NO. | DATE | DESCRIPTION |
|---|---|---|
| 2 | 08/29/17 | ISSUED FOR ZONING REVIEW |
| 1 | 08/28/17 | ISSUED FOR REVIEW |

GEORGIA REGISTERED PROFESSIONAL ENGINEER No. 31800 STEPHEN E. HUNT
8/29/17

APC SITE NAME:
PEACHTREE CORNERS
APC SITE NUMBER: GA-1400

T-MOBILE SITE NUMBER: 9AT3062F

SITE ADDRESS:
± MEADOW RUE DRIVE
NORCROSS, GA 30092

DESIGN TYPE:
RAWLAND

SHEET TITLE:
TITLE SHEET

DRAWING NO. T-1
REVISION B

## TITLE EXCEPTIONS

THIS SURVEY WAS COMPLETED WITH THE AID OF TITLE WORK PREPARED BY OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY, COMMITMENT DATE OF MARCH 1, 2017, BEING COMMITMENT NO. 01-1701763001T, FOR THE SUBJECT PROPERTY, TO DETERMINE THE IMPACTS OF EXISTING TITLE EXCEPTIONS.

12. RURAL POST ROADS RIGHT OF WAY DEED IN FAVOR OF GWINNETT COUNTY, GEORGIA, RECORDED 03/26/1982 IN BOOK 2354, PAGE 180 OF GWINNETT COUNTY RECORDS.

[CURRENT RIGHT OF WAY IS PLOTTED HEREON]

13. RIGHT OF WAY DEED IN FAVOR OF GWINNETT COUNTY, RECORDED 04/12/1979 IN BOOK 1681, PAGE 193 OF GWINNETT COUNTY RECORDS.

[CURRENT RIGHT OF WAY IS PLOTTED HEREON]

14. A MORTGAGE TO SECURE AN INDEBTEDNESS OF THE AMOUNT STATED AND ANY OTHER AMOUNTS PAYABLE UNDER THE TERMS THEREOF:
AMOUNT: $550,000.00
MORTGAGOR: LANDMARK CHRISTIAN CHURCH, INC.
MORTGAGEE: TRUST COMPANY BANK
DATED: 10/31/1994
RECORDED 11/15/1994
DOC#/BOOK-PAGE: 10850-63

NOTE: ASSIGNMENT OF LESSOR'S INTEREST IN LEASES BY AND BETWEEN LANDMARK CHRISTIAN CHURCH, INC., AND TRUST COMPANY BANK RECORDED 11/15/1994, AS BOOK 10850, PAGE 70 OF THE GWINNETT COUNTY RECORDS. NOTE: MODIFICATION AGREEMENT RECORDED 08/03/1995, AS BOOK 11557, PAGE 117 OF THE GWINNETT COUNTY RECORDS.

NOTE: SECOND MODIFICATION OF DEED TO SECURE DEBT AND SECURITY AGREEMENT RECORDED 01/13/1997, AS BOOK 13679, PAGE 5 OF THE GWINNETT COUNTY RECORDS.

NOTE: MODIFICATION AGREEMENT #3 RECORDED 09/13/1999, AS BOOK 19183, PAGE 107 OF THE GWINNETT COUNTY RECORDS.

NOTE: MODIFICATION AGREEMENT #4, SUN TRUST BANK, ATLANTA, FORMERLY KNOWN AS TRUST COMPANY BANK, RECORDED 09/13/1999, AS BOOK 19183, PAGE 109 OF THE GWINNETT COUNTY RECORDS.

NOTE: MODIFICATION AGREEMENT RECORDED 11/19/2001, AS BOOK 25227, PAGE 140 OF THE GWINNETT COUNTY RECORDS.

NOTE: MODIFICATION AGREEMENT RECORDED 11/27/2002, AS BOOK 29907, PAGE 60 OF THE GWINNETT COUNTY RECORDS.

NOTE: MODIFICATION AGREEMENT RECORDED 05/20/2003, AS BOOK 32669, PAGE 242 OF THE GWINNETT COUNTY RECORDS.

NOTE: MODIFICATION AGREEMENT RECORDED 06/03/2003, AS BOOK 32871, PAGE 33 OF THE GWINNETT COUNTY RECORDS.

[THIS ITEM AFFECTS THE SUBJECT PROPERTY, BUT IS NOT A SURVEY MATTER]

15. WATER METERING DEVICE EASEMENT RECORDED 04/16/2001, AS BOOK 22842, PAGE 130 OF THE GWINNETT COUNTY RECORDS.

[THIS ITEM AFFECTS THE SUBJECT PROPERTY, BUT ITS DESCRIPTION IS TOO VAGUE TO BE PLOTTED]

16. PERMANENT CONSTRUCTION EASEMENT IN FAVOR OF GWINNETT COUNTY, RECORDED 04/09/2009, AS BOOK 49405, PAGE 210 OF THE GWINNETT COUNTY RECORDS.

[THE ATTACHED DRAWING IS ILLEGIBLE]

17. A MORTGAGE TO SECURE AN INDEBTEDNESS OF THE AMOUNT STATED AND ANY OTHER AMOUNTS PAYABLE UNDER THE TERMS THEREOF:
AMOUNT: $338,693.09
MORTGAGOR: LANDMARK CHRISTIAN CHURCH, INC.
MORTGAGEE: SUNTRUST BANK
DATED: 04/12/2016
RECORDED 05/12/2016
DOC#/BOOK-PAGE: 54280-572

[THIS ITEM AFFECTS THE SUBJECT PROPERTY, BUT IS NOT A SURVEY MATTER]

## GENERAL NOTES

THIS EXHIBIT SURVEY IS FOR THE LEASED PREMISES AND EASEMENTS ONLY. THIS EXHIBIT SURVEY WAS PREPARED FOR THE EXCLUSIVE USE OF APC TOWERS AND EXCLUSIVELY FOR THE TRANSFERRAL OF THE PROPOSED LEASED PREMISES AND THE RIGHTS OF EASEMENT SHOWN HEREON AND SHALL NOT BE USED AS AN EXHIBIT OR EVIDENCE IN THE FEE SIMPLE TRANSFERRAL OF THE PARENT PARCEL NOR ANY PORTION OR PORTIONS THEREOF. BOUNDARY INFORMATION SHOWN HEREON HAS BEEN COMPILED FROM TAX MAPS AND DEED DESCRIPTIONS ONLY. NO BOUNDARY SURVEY OF THE PARENT PARCEL WAS PERFORMED.

THIS DRAWING DOES NOT REPRESENT A BOUNDARY SURVEY.

THE FIELD DATA UPON WHICH THIS EXHIBIT SURVEY IS BASED HAS A CLOSURE PRECISION OF ONE FOOT IN 20,000+ FEET AND AN ANGULAR ERROR OF 5.0" PER ANGLE POINT AND WAS ADJUSTED USING LEAST SQUARES.

EQUIPMENT USED FOR ANGULAR & LINEAR MEASUREMENTS: LEICA TPS 1200 ROBOTIC & GEOMAX ZENITH 35. [DATE OF LAST FIELD VISIT: JUNE 1, 2017]

THE 1' CONTOURS AND SPOT ELEVATIONS SHOWN ON THIS EXHIBIT SURVEY ARE ADJUSTED TO NAVD 88 DATUM (COMPUTED USING GEOID 12B) AND HAVE A VERTICAL ACCURACY OF ± 0.5'. CONTOURS OUTSIDE THE IMMEDIATE SITE AREA ARE APPROXIMATE.

BEARINGS SHOWN ON THIS EXHIBIT SURVEY ARE BASED ON GRID NORTH (NAD 83) GA-WEST ZONE.

NO PORTION OF THIS PROPERTY IS LOCATED IN A SPECIAL FLOOD AREA AS PER F.I.R.M. COMMUNITY PANEL NO. 13135C0066H DATED MARCH 4, 2013.

NO WETLAND AREAS HAVE BEEN INVESTIGATED BY THIS EXHIBIT SURVEY.

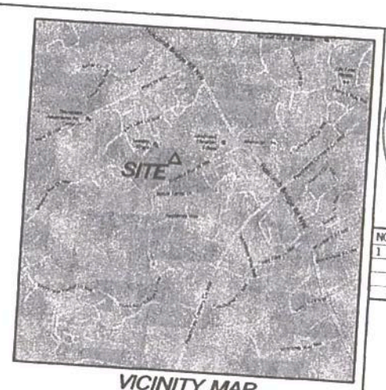
ALL ZONING INFORMATION SHOULD BE VERIFIED WITH THE PROPER ZONING OFFICIALS.

ANY UNDERGROUND UTILITIES SHOWN HAVE BEEN LOCATED FROM ABOVE GROUND FIELD SURVEY INFORMATION. THE SURVEYOR MAKES NO GUARANTEES THAT ANY UNDERGROUND UTILITIES SHOWN COMPRISE ALL SUCH UTILITIES IN THE AREA, EITHER IN-SERVICE OR ABANDONED. THE SURVEYOR FURTHER DOES NOT WARRANT THAT ANY UNDERGROUND UTILITIES SHOWN ARE IN THE EXACT LOCATION INDICATED ALTHOUGH THEY ARE LOCATED AS ACCURATELY AS POSSIBLE FROM INFORMATION AVAILABLE. THE SURVEYOR HAS NOT PHYSICALLY LOCATED ANY UNDERGROUND UTILITIES.

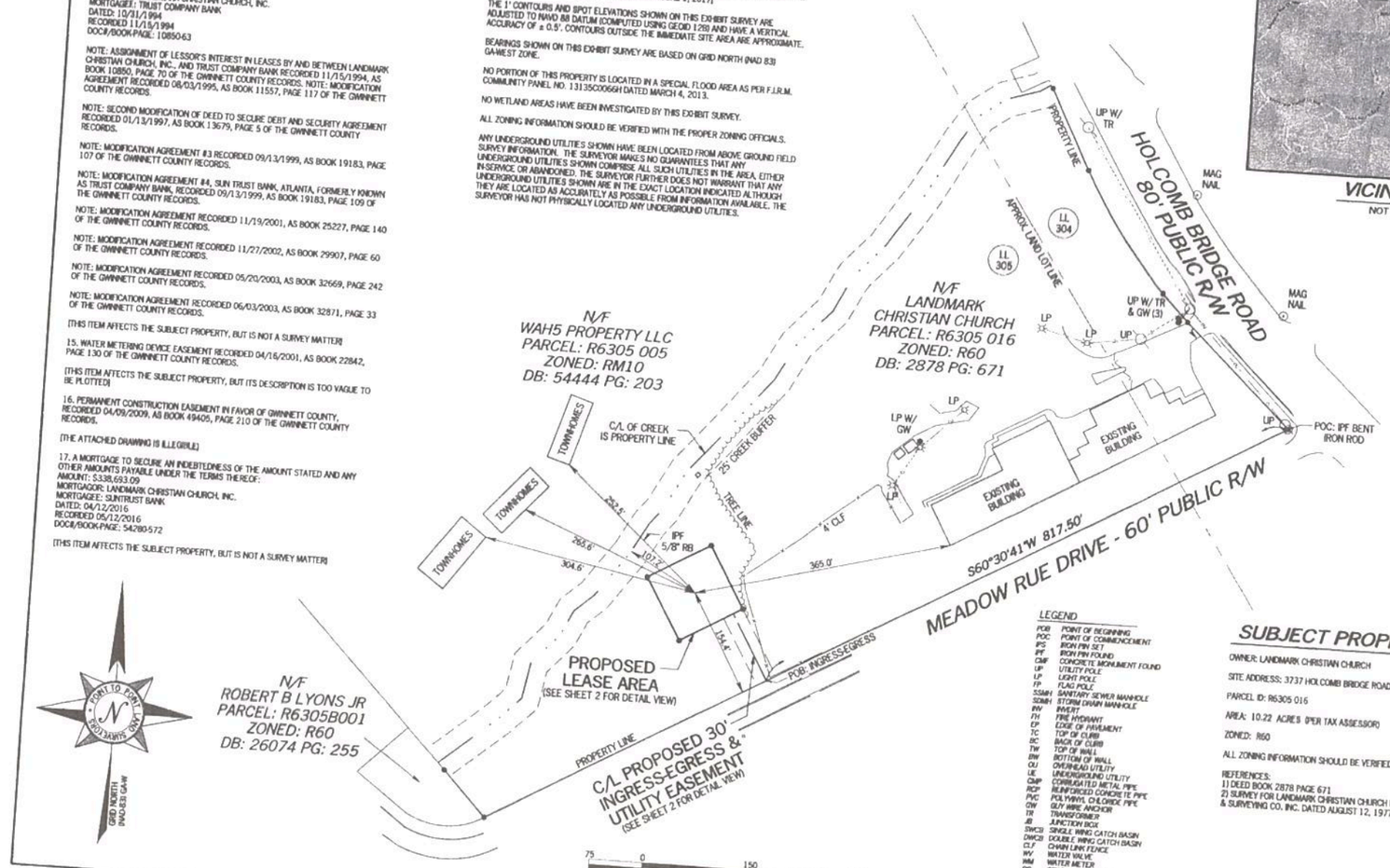
## GPS NOTES

THE FOLLOWING GPS STATISTICS UPON WHICH THIS SURVEY IS BASED HAVE BEEN PRODUCED AT THE 95% CONFIDENCE LEVEL:

POSITIONAL ACCURACY: 0.04 FEET
TYPE OF GPS FIELD PROCEDURE: REAL-TIME KINEMATIC NETWORKS
DATES OF SURVEY: 06/01/2017
DATUM / EPOCH: NAD_83(2011)(EPOCH:2010.0000)
PUBLISHED / FIXED CONTROL USE: N/A
GEOID MODEL: 12B
COMBINED GRID FACTOR(S): 0.99986201




VICINITY MAP
NOT TO SCALE




LEGEND

| | |
|---|---|
| POB | POINT OF BEGINNING |
| POC | POINT OF COMMENCEMENT |
| IPS | IRON PIN SET |
| IPF | IRON PIN FOUND |
| CMF | CONCRETE MONUMENT FOUND |
| UP | UTILITY POLE |
| LP | LIGHT POLE |
| FP | FLAG POLE |
| SSMH | SANITARY SEWER MANHOLE |
| SDMH | STORM DRAIN MANHOLE |
| INV | INVERT |
| FH | FIRE HYDRANT |
| EP | EDGE OF PAVEMENT |
| TC | TOP OF CURB |
| BC | BACK OF CURB |
| TW | TOP OF WALL |
| BW | BOTTOM OF WALL |
| OU | OVERHEAD UTILITY |
| UE | UNDERGROUND UTILITY |
| CMP | CORRUGATED METAL PIPE |
| RCP | RUNFORCED CONCRETE PIPE |
| PVC | POLYVINYL CHLORIDE PIPE |
| GW | GUY WIRE ANCHOR |
| TR | TRANSFORMER |
| JB | JUNCTION BOX |
| SWCB | SINGLE WING CATCH BASIN |
| DWCB | DOUBLE WING CATCH BASIN |
| CLF | CHAIN LINK FENCE |
| WV | WATER VALVE |
| WM | WATER METER |
| CO | SEWER CLEAN-OUT |
| GV | GAS VALVE |
| N/F | NOW OR FORMERLY |
| BI | ICE BRIDGE |
| BIP | ICE BRIDGE POLE |
| TS | TOP SLOPE |
| BS | BOTTOM SLOPE |

## SUBJECT PROPERTY

OWNER: LANDMARK CHRISTIAN CHURCH

SITE ADDRESS: 3737 HOLCOMB BRIDGE ROAD, NORCROSS, GA 30092

PARCEL ID: R6305 016

AREA: 10.22 ACRES (PER TAX ASSESSOR)

ZONED: R60

ALL ZONING INFORMATION SHOULD BE VERIFIED WITH THE PROPER ZONING OFFICIALS

REFERENCES:
1) DEED BOOK 2878 PAGE 671
2) SURVEY FOR LANDMARK CHRISTIAN CHURCH PREPARED BY METRO ENGINEERING & SURVEYING CO. INC. DATED AUGUST 12, 1977 AND REVISED APRIL 14, 1979.

SURVEY NOT VALID WITHOUT SHEET 2 OF 2

GEORGIA REGISTERED No. 2966 8-15-17 LAND SURVEYOR CHARLES LEE INER

| NO. | DATE | REVISION |
|---|---|---|
| 1 | 8-15-17 | FINISH OP. 1 - NRW/GSH |

EXHIBIT SURVEY PREPARED BY:

POINT TO POINT LAND SURVEYORS
1010 Pennsylvania Avenue
McDonough, GA 30253
(p) 678.565.4440 (f) 678.565.4497
(w) pointtopointsurvey.com

EXHIBIT SURVEY PREPARED FOR:

APC Towers
3000 AERIAL CENTER PARKWAY, SUITE 110
MORRISVILLE, NC 27560
PH: (919) 324-1943

"PEACHTREE CORNERS"

SITE NO.
GA-1400 / 9AT3062
LAND LOTS 304 & 305,
6TH DISTRICT,
GWINNETT COUNTY, GEORGIA

DRAWN BY: DRC
CHECKED BY: JKL
APPROVED: C. INER
DATE: JUNE 7, 2017
P2P JOB #: G170252

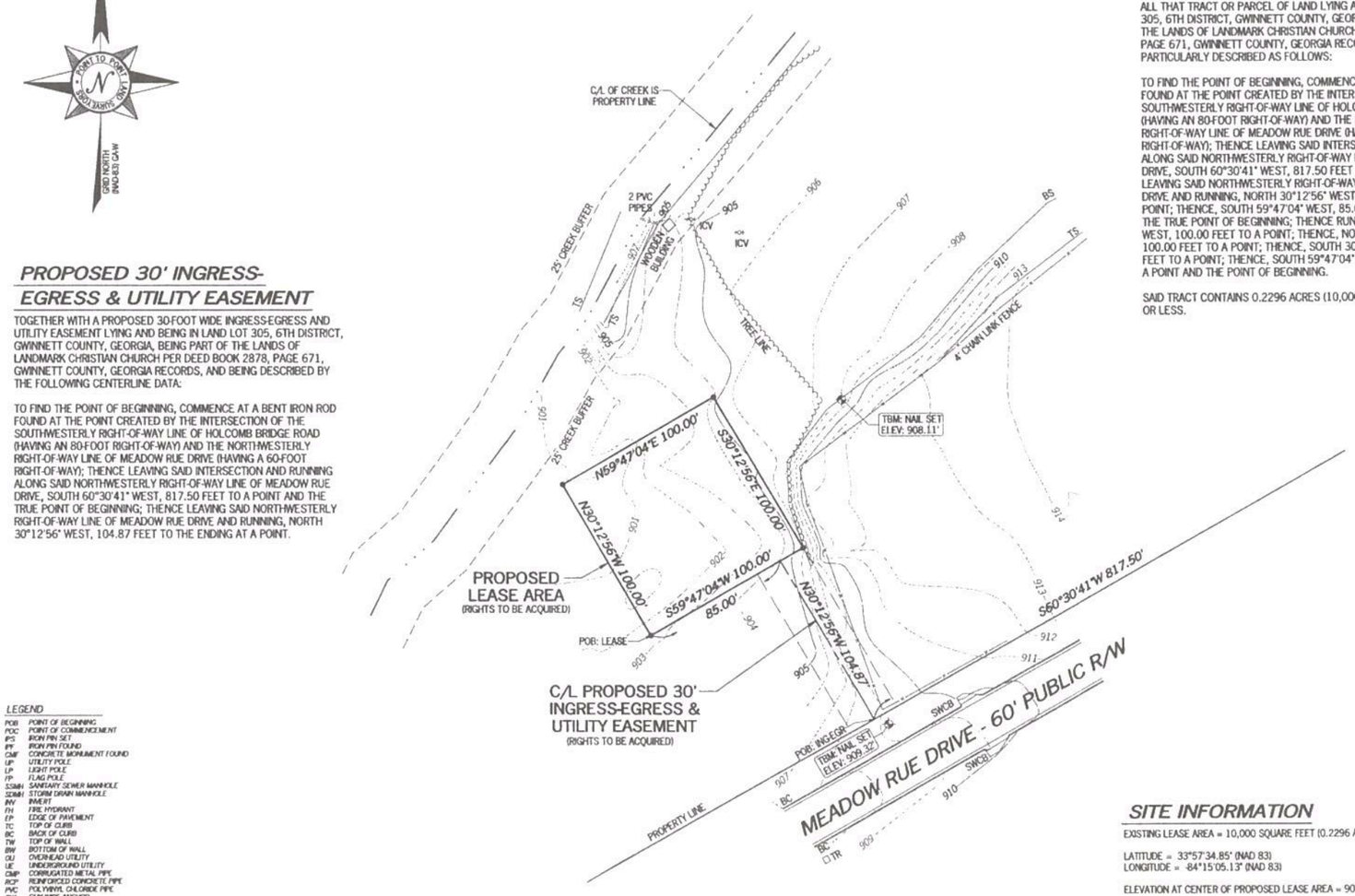
SHEET: 1 OF 2

E:\Dropbox (Point to Point)\P Current Jobs\2017\G170252\Peachtree Corners\G170252_Exhibit 1.dwg

## PROPOSED 30' INGRESS-EGRESS & UTILITY EASEMENT

TOGETHER WITH A PROPOSED 30-FOOT WIDE INGRESS-EGRESS AND UTILITY EASEMENT LYING AND BEING IN LAND LOT 305, 6TH DISTRICT, GWINNETT COUNTY, GEORGIA, BEING PART OF THE LANDS OF LANDMARK CHRISTIAN CHURCH PER DEED BOOK 2878, PAGE 671, GWINNETT COUNTY, GEORGIA RECORDS, AND BEING DESCRIBED BY THE FOLLOWING CENTERLINE DATA:

TO FIND THE POINT OF BEGINNING, COMMENCE AT A BENT IRON ROD FOUND AT THE POINT CREATED BY THE INTERSECTION OF THE SOUTHWESTERLY RIGHT-OF-WAY LINE OF HOLCOMB BRIDGE ROAD (HAVING AN 80-FOOT RIGHT-OF-WAY) AND THE NORTHWESTERLY RIGHT-OF-WAY LINE OF MEADOW RUE DRIVE (HAVING A 60-FOOT RIGHT-OF-WAY); THENCE LEAVING SAID INTERSECTION AND RUNNING ALONG SAID NORTHWESTERLY RIGHT-OF-WAY LINE OF MEADOW RUE DRIVE, SOUTH 60°30'41" WEST, 817.50 FEET TO A POINT AND THE TRUE POINT OF BEGINNING; THENCE LEAVING SAID NORTHWESTERLY RIGHT-OF-WAY LINE OF MEADOW RUE DRIVE AND RUNNING, NORTH 30°12'56" WEST, 104.87 FEET TO THE ENDING AT A POINT.




## PROPOSED LEASE AREA

ALL THAT TRACT OR PARCEL OF LAND LYING AND BEING IN LAND LOT 305, 6TH DISTRICT, GWINNETT COUNTY, GEORGIA, BEING PART OF THE LANDS OF LANDMARK CHRISTIAN CHURCH PER DEED BOOK 2878, PAGE 671, GWINNETT COUNTY, GEORGIA RECORDS, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

TO FIND THE POINT OF BEGINNING, COMMENCE AT A BENT IRON ROD FOUND AT THE POINT CREATED BY THE INTERSECTION OF THE SOUTHWESTERLY RIGHT-OF-WAY LINE OF HOLCOMB BRIDGE ROAD (HAVING AN 80-FOOT RIGHT-OF-WAY) AND THE NORTHWESTERLY RIGHT-OF-WAY LINE OF MEADOW RUE DRIVE (HAVING A 60-FOOT RIGHT-OF-WAY); THENCE LEAVING SAID INTERSECTION AND RUNNING ALONG SAID NORTHWESTERLY RIGHT-OF-WAY LINE OF MEADOW RUE DRIVE, SOUTH 60°30'41" WEST, 817.50 FEET TO A POINT; THENCE LEAVING SAID NORTHWESTERLY RIGHT-OF-WAY LINE OF MEADOW RUE DRIVE AND RUNNING, NORTH 30°12'56" WEST, 104.87 FEET TO A POINT; THENCE, SOUTH 59°47'04" WEST, 85.00 FEET TO A POINT AND THE TRUE POINT OF BEGINNING; THENCE RUNNING, NORTH 30°12'56" WEST, 100.00 FEET TO A POINT; THENCE, NORTH 59°47'04" EAST, 100.00 FEET TO A POINT; THENCE, SOUTH 30°12'56" EAST, 100.00 FEET TO A POINT; THENCE, SOUTH 59°47'04" WEST, 100.00 FEET TO A POINT AND THE POINT OF BEGINNING.

SAID TRACT CONTAINS 0.2296 ACRES (10,000 SQUARE FEET), MORE OR LESS.

## SITE INFORMATION

EXISTING LEASE AREA = 10,000 SQUARE FEET (0.2296 ACRES)

LATITUDE = 33°57'34.85" (NAD 83)
LONGITUDE = -84°15'05.13" (NAD 83)

ELEVATION AT CENTER OF PROPOSED LEASE AREA = 901.7' A.M.S.L.

### LEGEND

| | |
|---|---|
| POB | POINT OF BEGINNING |
| POC | POINT OF COMMENCEMENT |
| IPS | IRON PIN SET |
| IPF | IRON PIN FOUND |
| CMF | CONCRETE MONUMENT FOUND |
| UP | UTILITY POLE |
| LP | LIGHT POLE |
| FP | FLAG POLE |
| SSMH | SANITARY SEWER MANHOLE |
| SDMH | STORM DRAIN MANHOLE |
| INV | INVERT |
| FH | FIRE HYDRANT |
| EP | EDGE OF PAVEMENT |
| TC | TOP OF CURB |
| BC | BACK OF CURB |
| TW | TOP OF WALL |
| BW | BOTTOM OF WALL |
| OU | OVERHEAD UTILITY |
| UE | UNDERGROUND UTILITY |
| CMP | CORRUGATED METAL PIPE |
| RCP | REINFORCED CONCRETE PIPE |
| PVC | POLYVINYL CHLORIDE PIPE |
| GW | GUY WIRE ANCHOR |
| TR | TRANSFORMER |
| JB | JUNCTION BOX |
| SWCB | SINGLE WING CATCH BASIN |
| DWCB | DOUBLE WING CATCH BASIN |
| CLF | CHAIN LINK FENCE |
| WV | WATER VALVE |
| WM | WATER METER |
| CO | SEWER CLEANOUT |
| GV | GAS VALVE |
| N/F | NOW OR FORMERLY |
| IB | ICE BRIDGE |
| IBP | ICE BRIDGE POLE |
| TS | TOP SLOPE |
| BS | BOTTOM SLOPE |

30 0 60 120
GRAPHIC SCALE IN FEET
SCALE: 1" = 60'

SURVEY NOT VALID WITHOUT SHEET 1 OF 2

GEORGIA REGISTERED No. 2966 LAND SURVEYOR CHARLES LEE INER 8-15-17

| NO. | DATE | REVISION |
|---|---|---|
| 1 | 8-15-17 | FINISH OP. 1 - NRW/GSH |

EXHIBIT SURVEY PREPARED BY:
POINT TO POINT LAND SURVEYORS
1010 Pennsylvania Avenue
McDonough, GA 30253
(p) 678.565.4440 (f) 678.565.4497
(w) pointtopointsurvey.com

EXHIBIT SURVEY PREPARED FOR:
APC Towers
3000 AERIAL CENTER PARKWAY, SUITE 110
MORRISVILLE, NC 27560
PH: (919) 324-1943

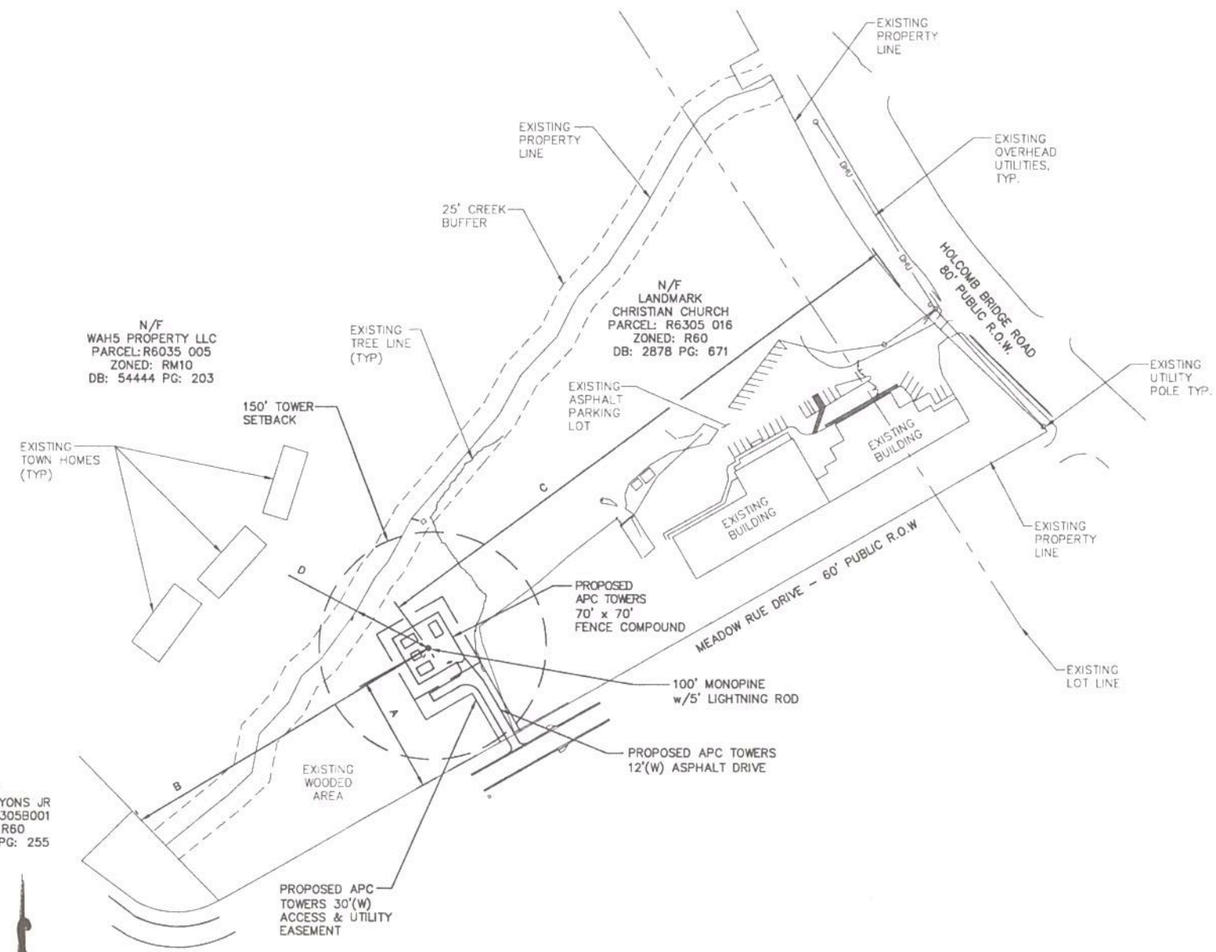
"PEACHTREE CORNERS"
SITE NO.
GA-1400 / 9AT3062
LAND LOTS 304 & 305,
6TH DISTRICT,
GWINNETT COUNTY, GEORGIA

DRAWN BY: DRC
CHECKED BY: JKL
APPROVED: C. INER
DATE: JUNE 7, 2017
P2P JOB #: G170252

SHEET: 2 OF 2

TOWER SETBACKS TO PROPERTY LINES:

A - 154'-6"
B - 435'-6"
C - 790'-6"
D - 123'-11"




1 (800) 282-7411
www.georgia811.com
CONTRACTOR TO CALL GEORGIA ONE-CALL SYSTEMS AT LEAST (2) WORKING DAYS PRIOR TO DIGGING.

0' 150' 300'
SCALE: 1" = 150'

1 OVERALL SITE PLAN


APC Towers
3000 AERIAL CENTER PARKWAY, SUITE 110
MORRISVILLE, NC 27560
PH: (919) 324-1943

T-Mobile

TeleCAD Wireless
1961 NORTHPOINT BLVD, SUITE 130
HIXSON, TN 37343
PH: 423-843-9500
FAX: 423-843-9509


| | |
|---|---|
| A&E PROJECT # | N/A |
| DRAWN BY: | SBW |
| CHECKED BY: | DLS |

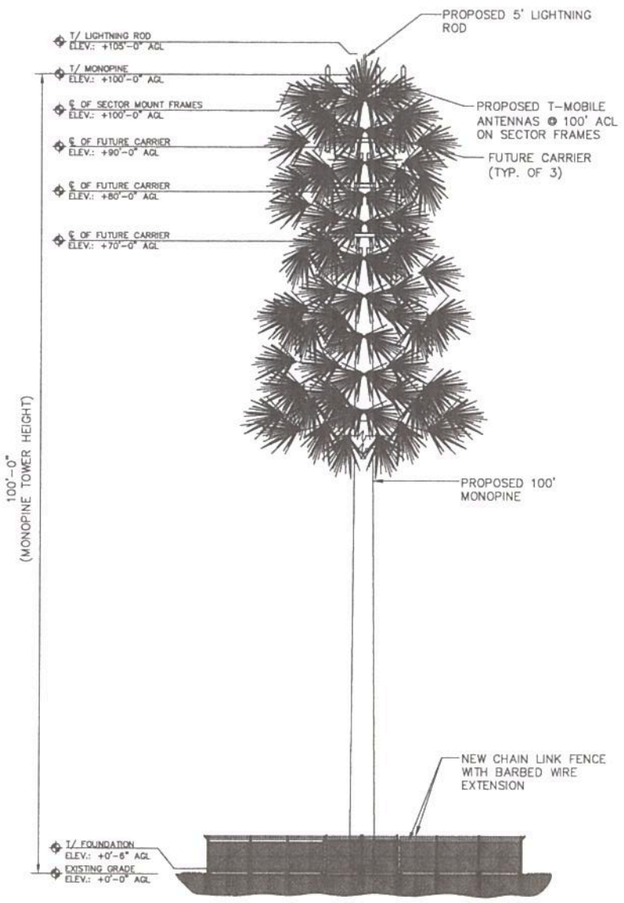
REVISIONS

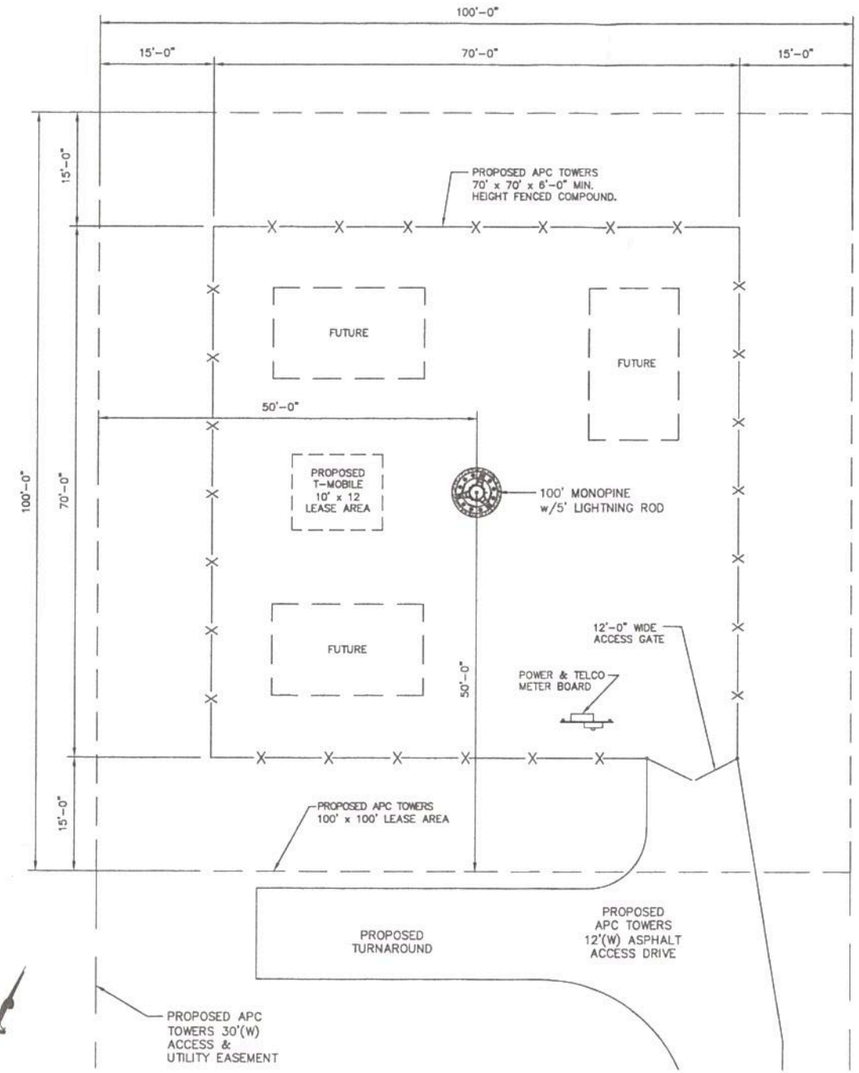
| NO. | DATE | DESCRIPTION |
|---|---|---|
| 2 | 08/29/17 | ISSUED FOR ZONING REVIEW |
| 1 | 08/28/17 | ISSUED FOR REVIEW |

GEORGIA REGISTERED No. 31800 PROFESSIONAL ENGINEER STEPHEN E. HUNT
8/29/17

APC SITE NAME: PEACHTREE CORNERS
APC SITE NUMBER: GA-1400
T-MOBILE SITE NUMBER: 9AT3062F
SITE ADDRESS: ± MEADOW RUE DRIVE NORCROSS, GA 30092
DESIGN TYPE: RAWLAND
SHEET TITLE: OVERALL SITE PLAN

DRAWING NO. Z1
REVISION B




1 (800) 282-7411
www.georgia811.com
CONTRACTOR TO CALL GEORGIA ONE-CALL SYSTEMS AT LEAST (2) WORKING DAYS PRIOR TO DIGGING.

0' 15' 30'
SCALE: 1" = 15'

APC Towers
3000 AERIAL CENTER PARKWAY, SUITE 110
MORRISVILLE, NC 27560
PH: (919) 324-1943

T-Mobile

TeleCAD Wireless
1961 NORTHPOINT BLVD, SUITE 130
HIXSON, TN 37343
PH: 423-843-9500
FAX: 423-843-9509

| | |
|---|---|
| A&E PROJECT #: | N/A |
| DRAWN BY: | SBW |
| CHECKED BY: | DLS |

REVISIONS

| NO. | DATE | DESCRIPTION |
|---|---|---|
| 1 | 08/29/17 | ISSUED FOR ZONING REVIEW |
| 0 | 08/28/17 | ISSUED FOR REVIEW |

GEORGIA REGISTERED No. 31800 PROFESSIONAL ENGINEER STEPHEN E. HUNT
8/29/17

APC SITE NAME:
PEACHTREE CORNERS

APC SITE NUMBER: GA-1400

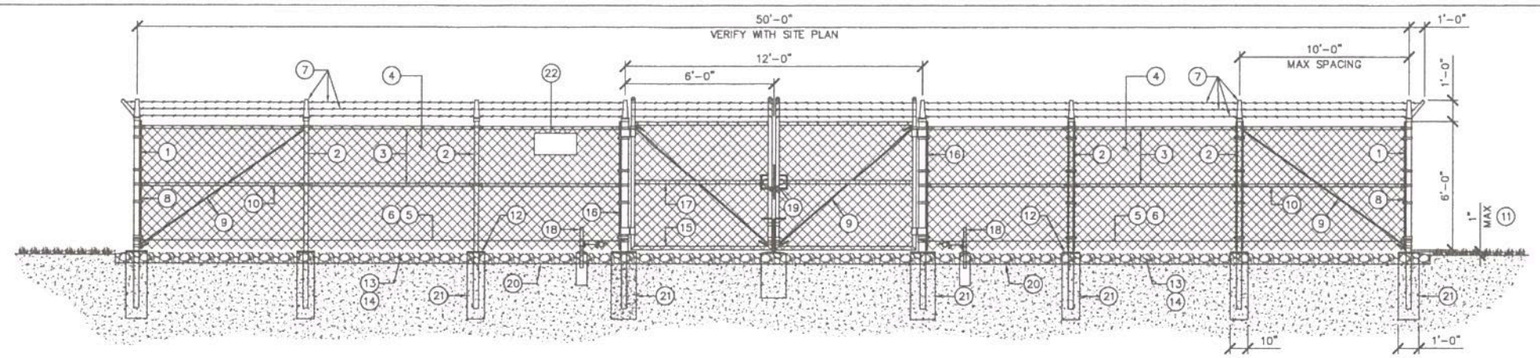
T-MOBILE SITE NUMBER: 9AT3062F

SITE ADDRESS:
± MEADOW RUE DRIVE
NORCROSS, GA 30092

DESIGN TYPE:
RAWLAND

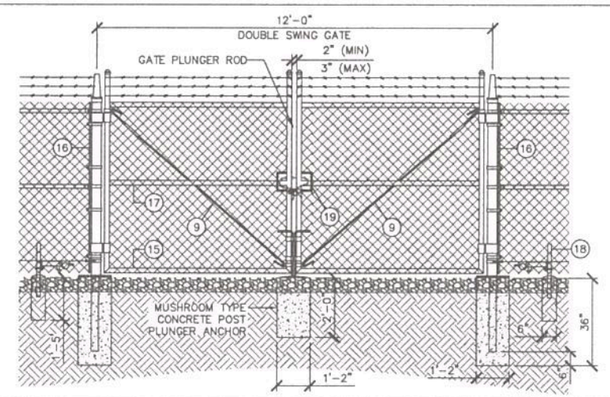
SHEET TITLE:
SITE LAYOUT PLAN

DRAWING NO.: Z2
REVISION: B




1 TYPICAL FENCING DETAIL

SCALE: N.T.S.




2 DOUBLE-SWING GATE DETAIL

SCALE: N.T.S.

## GENERAL NOTES:

1. INSTALL FENCING PER ASTM F-567
2. INSTALL SWING GATES PER ASTM F- 900
3. LOCAL ORDINANCE OF BARBED WIRE PERMIT REQUIREMENT SHALL BE COMPLIED IF REQUIRED.
4. POST & GATE PIPE SIZES ARE INDUSTRY STANDARDS. ALL PIPE TO BE GALVANIZED (HOT DIP, ASTM A120 GRADE "A" STEEL). ALL GATE FRAMES SHALL BE WELDED. ALL WELDING SHALL BE COATED WITH (3) COATS OF COLD GALV. (OR EQUAL).
5. ALL OPEN POSTS SHALL HAVE END-CAPS.
6. USE GALVANIZED HOG-RING WIRE TO MOUNT ALL SIGNS.
7. ALL SIGNS MUST BE MOUNTED ON INSIDE OF FENCE FABRIC.
8. MUSHROOM ANCHOR & PLUNGER REQUIRED FOR GATE.
9. G.C. RESPONSIBLE FOR APC TOWERS COMBO GATE LOCK

4 GENERAL NOTES

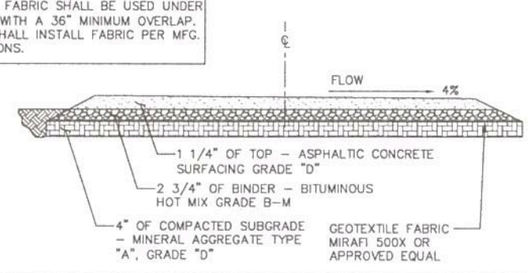
## BALLOON REFERENCE NOTES:

1. CORNER, END OR PULL POST: 3" O.D. SCHEDULE 40 PIPE.
2. LINE POST: 2 1/2" NOMINAL SCHEDULE 40 PIPE, PER ASTM-F1083. LINE POSTS SHALL BE EQUALLY SPACED AT MAXIMUM 10'-0" O.C.
3. TOP RAIL & BRACE RAIL: 1-5/8"O.D. STANDARD ROUND PIPE, PER ASTM-F1083.
4. FABRIC: 9 GA CORE WIRE SIZE 2" MESH, CONFORMING TO ASTM-A392. (GREEN VINYL COATED)
5. TIE WIRE: 9 GA ALUMINUM. A SINGLE WRAP OF FABRIC TIE AND AT TENSION WIRE BY HOG RINGS SPACED 12" O.C. POSTS/GATES AND 24" RAILS/WIRE.
6. TENSION WIRE: 9 GA ALUMINUM
7. INSTALL 3 STRAND CORNER BARB WIRE V-ARM ON ALL POSTS. BARBED WIRE: DOUBLE STRAND 12-1/2" O.D. TWISTED WIRE TO MATCH WITH FABRIC. 14 GA, 4 PT. BARBS SPACED ON APPROXIMATELY 5" CENTERS.
8. 3/16" X 3/4" (MIN) FULL HEIGHT STRETCHER BAR.
9. 3/8" DIAGONAL ROD WITH GALVANIZED STEEL TURNBUCKLE OR DIAGONAL THREADED ROD.
10. FENCE CORNER POST BRACE: 1 5/8" NOMINAL PIPE.
11. 1" MAXIMUM CLEARANCE FROM FINISH GRADE.
12. FENCE POST FOUNDATION TO BE 1" FINISH ABOVE FINISHED GRADE
13. 6" COMPACTED BASE MATERIAL
14. FINISH GRADE SHALL BE UNIFORM AND LEVEL.
15. WELDED GATE FRAME: 2" O.D., SCHEDULE 40 PIPE, PER ASTM-F1083.
16. GATE POST 4" O.D., SCHEDULE 40 PIPE, PER ASTM-F1083.
17. GATE FRAME BRACE RAIL 1 1/2" NOMINAL PIPE, PER ASTM-F1083.
18. DUCK BILL OPEN GATE HOLDER. VERIFY LOCATION IN FIELD PRIOR TO INSTALLATION.
19. CONTRACTOR TO SUPPLY & INSTALL A 3/8" X 36" FORGED ZINC COATED CHAIN W/ A FOUR DIGIT COMBO MASTER LOCK W/ ELONGATED SHAN
20. GEOTEXTILE FABRIC
21. CONCRETE FOUNDATION (MIN 3000 PSI). MINIMUM DEPTH: 36"
22. 12" x 18" APC TOWERS SITE INFORMATION SIGN.

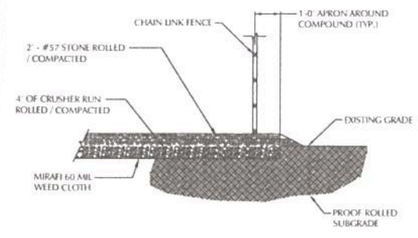
6 FENCING NOTES

## NOTE:

WEED CONTROL FABRIC SHALL BE USED UNDER ACCESS DRIVE WITH A 36" MINIMUM OVERLAP. CONTRACTOR SHALL INSTALL FABRIC PER MFG. RECOMMENDATIONS.




3 ACCESS ROAD DETAIL




5 COMPOUND SURFACE DETAIL

SCALE: N.T.S.

APC Towers
3000 AERIAL CENTER PARKWAY, SUITE 110
MORRISVILLE, NC 27560
PH: (919) 324-1943

T-Mobile

TeleCAD Wireless
1961 NORTHPOINT BLVD, SUITE 130
HIXSON, TN 37343
PH: 423-843-9500
FAX: 423-843-9509

| | |
|---|---|
| A&E PROJECT #: | N/A |
| DRAWN BY: | SBW |
| CHECKED BY: | DLS |

REVISIONS

| NO. | DATE | DESCRIPTION |
|---|---|---|
| | | |
| | | |
| | | |
| 2 | 08/29/17 | ISSUED FOR ZONING REVIEW |
| 1 | 08/28/17 | ISSUED FOR REVIEW |

GEORGIA REGISTERED PROFESSIONAL ENGINEER No. 31800 STEPHEN E. HUNT 8/29/17

APC SITE NAME: PEACHTREE CORNERS

APC SITE NUMBER: GA-1400

T-MOBILE SITE NUMBER: 9AT3062F

SITE ADDRESS: ± MEADOW RUE DRIVE NORCROSS, GA 30092

DESIGN TYPE: RAWLAND

SHEET TITLE: FENCE DETAILS

DRAWING NO.: Z3

REVISION: B

APC Towers
3000 AERIAL CENTER PARKWAY, SUITE 110
MORRISVILLE, NC 27560
PH: (919) 324-1943

T-Mobile

TeleCAD Wireless
1961 NORTHPOINT BLVD, SUITE 130
HIXSON, TN 37343
PH: 423-843-9500
FAX: 423-843-9509

| | |
|---|---|
| A&E PROJECT # | N/A |
| DRAWN BY: | SBW |
| CHECKED BY: | DLS |

REVISIONS

| NO. | DATE | DESCRIPTION |
|---|---|---|
| | | |
| | | |
| 3 | 08/29/17 | ISSUED FOR ZONING REVIEW |
| 2 | 08/28/17 | ISSUED FOR REVIEW |

REFERENCE ONLY

APC SITE NAME:
PEACHTREE CORNERS

APC SITE NUMBER: GA-1400

T-MOBILE SITE NUMBER: 9AT3062F

SITE ADDRESS:
± MEADOW RUE DRIVE
NORCROSS, GA 30092

DESIGN TYPE:
RAWLAND

SHEET TITLE:
AREA MAP

DRAWING NO: Z4

REVISION: B

## TITLE EXCEPTIONS

THIS SURVEY WAS COMPLETED WITH THE AID OF TITLE WORK PREPARED BY OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY, COMMITMENT DATE OF MARCH 1, 2017, BEING COMMITMENT NO. 01-1701763001T. FOR THE SUBJECT PROPERTY, TO DETERMINE THE IMPACTS OF EXISTING TITLE EXCEPTIONS.

12. RURAL POST ROADS RIGHT OF WAY DEED IN FAVOR OF GWINNETT COUNTY, GEORGIA, RECORDED 03/26/1982 IN BOOK 2354, PAGE 180 OF GWINNETT COUNTY RECORDS.

[CURRENT RIGHT-OF-WAY IS PLOTTED HEREON]

13. RIGHT OF WAY DEED IN FAVOR OF GWINNETT COUNTY, RECORDED 04/12/1979 IN BOOK 1681, PAGE 193 OF GWINNETT COUNTY RECORDS.

[CURRENT RIGHT-OF-WAY IS PLOTTED HEREON]

14. A MORTGAGE TO SECURE AN INDEBTEDNESS OF THE AMOUNT STATED AND ANY OTHER AMOUNTS PAYABLE UNDER THE TERMS THEREOF:
AMOUNT: $550,000.00
MORTGAGOR: LANDMARK CHRISTIAN CHURCH, INC.
MORTGAGEE: TRUST COMPANY BANK
DATED: 10/31/1994
RECORDED 11/15/1994
DOC#/BOOK/PAGE: 10850-63

NOTE: ASSIGNMENT OF LESSOR'S INTEREST IN LEASES BY AND BETWEEN LANDMARK CHRISTIAN CHURCH, INC., AND TRUST COMPANY BANK RECORDED 11/15/1994, AS BOOK 10850, PAGE 70 OF THE GWINNETT COUNTY RECORDS. NOTE: MODIFICATION AGREEMENT RECORDED 08/03/1995, AS BOOK 11557, PAGE 117 OF THE GWINNETT COUNTY RECORDS.

NOTE: SECOND MODIFICATION OF DEED TO SECURE DEBT AND SECURITY AGREEMENT RECORDED 01/13/1997, AS BOOK 13679, PAGE 5 OF THE GWINNETT COUNTY RECORDS.

NOTE: MODIFICATION AGREEMENT #3 RECORDED 09/13/1999, AS BOOK 19183, PAGE 107 OF THE GWINNETT COUNTY RECORDS.

NOTE: MODIFICATION AGREEMENT #4, SUN TRUST BANK, ATLANTA, FORMERLY KNOWN AS TRUST COMPANY BANK, RECORDED 09/13/1999, AS BOOK 19183, PAGE 109 OF THE GWINNETT COUNTY RECORDS.

NOTE: MODIFICATION AGREEMENT RECORDED 11/19/2001, AS BOOK 25227, PAGE 140 OF THE GWINNETT COUNTY RECORDS.

NOTE: MODIFICATION AGREEMENT RECORDED 11/27/2002, AS BOOK 29907, PAGE 60 OF THE GWINNETT COUNTY RECORDS.

NOTE: MODIFICATION AGREEMENT RECORDED 05/20/2003, AS BOOK 32669, PAGE 242 OF THE GWINNETT COUNTY RECORDS.

NOTE: MODIFICATION AGREEMENT RECORDED 06/03/2003, AS BOOK 32871, PAGE 33 OF THE GWINNETT COUNTY RECORDS.

[THIS ITEM AFFECTS THE SUBJECT PROPERTY, BUT IS NOT A SURVEY MATTER]

15. WATER METERING DEVICE EASEMENT RECORDED 04/16/2001, AS BOOK 22842, PAGE 130 OF THE GWINNETT COUNTY RECORDS.

[THIS ITEM AFFECTS THE SUBJECT PROPERTY, BUT ITS DESCRIPTION IS TOO VAGUE TO BE PLOTTED]

16. PERMANENT CONSTRUCTION EASEMENT IN FAVOR OF GWINNETT COUNTY, RECORDED 04/09/2009, AS BOOK 49405, PAGE 210 OF THE GWINNETT COUNTY RECORDS.

[THE ATTACHED DRAWING IS ILLEGIBLE]

17. A MORTGAGE TO SECURE AN INDEBTEDNESS OF THE AMOUNT STATED AND ANY OTHER AMOUNTS PAYABLE UNDER THE TERMS THEREOF:
AMOUNT: $338,693.09
MORTGAGOR: LANDMARK CHRISTIAN CHURCH, INC.
MORTGAGEE: SUNTRUST BANK
DATED: 04/12/2016
RECORDED 05/12/2016
DOC#/BOOK/PAGE: 54280-572

[THIS ITEM AFFECTS THE SUBJECT PROPERTY, BUT IS NOT A SURVEY MATTER]

## GENERAL NOTES

THIS EXHIBIT SURVEY IS FOR THE LEASED PREMISES AND EASEMENTS ONLY. THIS EXHIBIT SURVEY WAS PREPARED FOR THE EXCLUSIVE USE OF APC TOWERS AND EXCLUSIVELY FOR THE TRANSFERRAL OF THE PROPOSED LEASED PREMISES AND THE RIGHTS OF EASEMENT SHOWN HEREON AND SHALL NOT BE USED AS AN EXHIBIT OR EVIDENCE IN THE FEE SIMPLE TRANSFERRAL OF THE PARENT PARCEL NOR ANY PORTION OR PORTIONS THEREOF. BOUNDARY INFORMATION SHOWN HEREON HAS BEEN COMPILED FROM TAX MAPS AND DEED DESCRIPTIONS ONLY. NO BOUNDARY SURVEY OF THE PARENT PARCEL WAS PERFORMED.

THIS DRAWING DOES NOT REPRESENT A BOUNDARY SURVEY.

THE FIELD DATA UPON WHICH THIS EXHIBIT SURVEY IS BASED HAS A CLOSURE PRECISION OF ONE FOOT IN 20,000+ FEET AND AN ANGULAR ERROR OF 5.0" PER ANGLE POINT AND WAS ADJUSTED USING LEAST SQUARES.

EQUIPMENT USED FOR ANGULAR & LINEAR MEASUREMENTS: LEICA TPS 1200 ROBOTIC & GEOMAX ZENITH 35. [DATE OF LAST FIELD VISIT: JUNE 1, 2017]

THE 1' CONTOURS AND SPOT ELEVATIONS SHOWN ON THIS EXHIBIT SURVEY ARE ADJUSTED TO NAVD 88 DATUM (COMPUTED USING GEOID 12B) AND HAVE A VERTICAL ACCURACY OF ± 0.5', CONTOURS OUTSIDE THE IMMEDIATE SITE AREA ARE APPROXIMATE.

BEARINGS SHOWN ON THIS EXHIBIT SURVEY ARE BASED ON GRID NORTH (NAD 83) GA-WEST ZONE.

NO PORTION OF THIS PROPERTY IS LOCATED IN A SPECIAL FLOOD AREA AS PER F.I.R.M. COMMUNITY PANEL NO. 13135C0066H DATED MARCH 4, 2013.

NO WETLAND AREAS HAVE BEEN INVESTIGATED BY THIS EXHIBIT SURVEY.

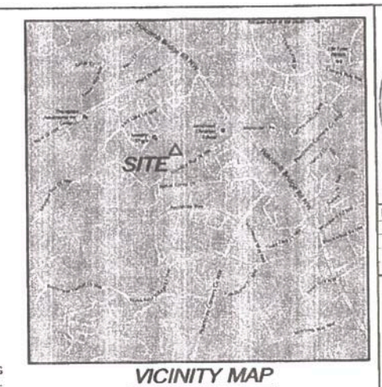
ALL ZONING INFORMATION SHOULD BE VERIFIED WITH THE PROPER ZONING OFFICIALS.

ANY UNDERGROUND UTILITIES SHOWN HAVE BEEN LOCATED FROM ABOVE GROUND FIELD SURVEY INFORMATION. THE SURVEYOR MAKES NO GUARANTEES THAT ANY UNDERGROUND UTILITIES SHOWN COMPRISE ALL SUCH UTILITIES IN THE AREA, EITHER IN SERVICE OR ABANDONED. THE SURVEYOR FURTHER DOES NOT WARRANT THAT ANY UNDERGROUND UTILITIES SHOWN ARE IN THE EXACT LOCATION INDICATED ALTHOUGH THEY ARE LOCATED AS ACCURATELY AS POSSIBLE FROM INFORMATION AVAILABLE. THE SURVEYOR HAS NOT PHYSICALLY LOCATED ANY UNDERGROUND UTILITIES.

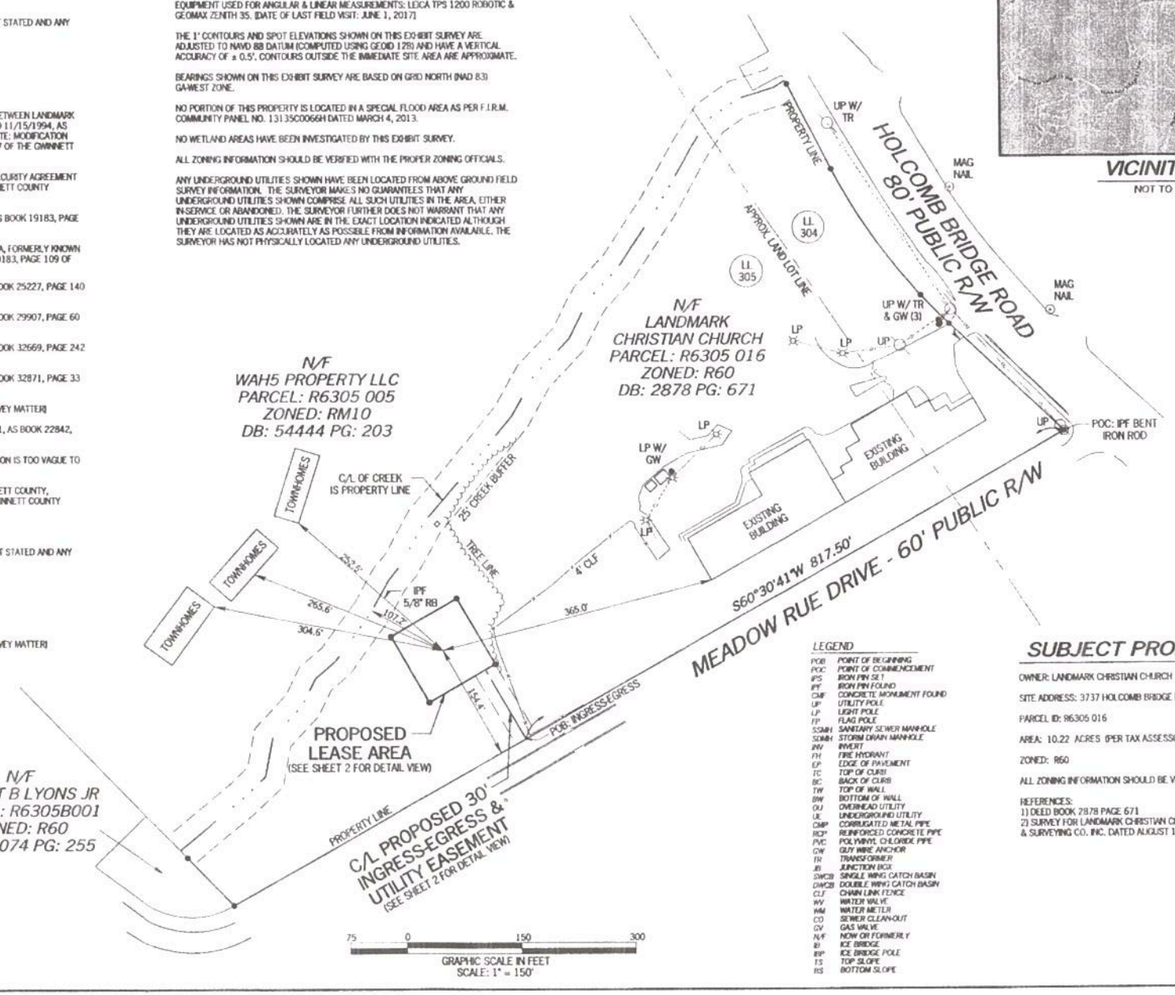
## GPS NOTES

THE FOLLOWING GPS STATISTICS UPON WHICH THIS SURVEY IS BASED HAVE BEEN PRODUCED AT THE 95% CONFIDENCE LEVEL:

POSITIONAL ACCURACY: 0.04 FEET
TYPE OF GPS FIELD PROCEDURE: REAL-TIME KINEMATIC NETWORKS
DATES OF SURVEY: 06/01/2017
DATUM / EPOCH: NAD_8362011(EPOCH:2010.0000)
PUBLISHED / FIXED CONTROL USE: N/A
GEOID MODEL: 12B
COMBINED GRID FACTOR(S): 0.99986201




VICINITY MAP
NOT TO SCALE




### LEGEND

| | |
|---|---|
| POB | POINT OF BEGINNING |
| POC | POINT OF COMMENCEMENT |
| IPS | IRON PIN SET |
| IPF | IRON PIN FOUND |
| CMF | CONCRETE MONUMENT FOUND |
| UP | UTILITY POLE |
| LP | LIGHT POLE |
| FP | FLAG POLE |
| SSMH | SANITARY SEWER MANHOLE |
| SDMH | STORM DRAIN MANHOLE |
| INV | INVERT |
| FH | FIRE HYDRANT |
| EP | EDGE OF PAVEMENT |
| TC | TOP OF CURB |
| BC | BACK OF CURB |
| TW | TOP OF WALL |
| BW | BOTTOM OF WALL |
| OU | OVERHEAD UTILITY |
| UE | UNDERGROUND UTILITY |
| CMP | CORRUGATED METAL PIPE |
| RCP | REINFORCED CONCRETE PIPE |
| PVC | POLYVINYL CHLORIDE PIPE |
| GW | GUY WIRE ANCHOR |
| TR | TRANSFORMER |
| JB | JUNCTION BOX |
| SWCB | SINGLE WING CATCH BASIN |
| DWCB | DOUBLE WING CATCH BASIN |
| CLF | CHAIN LINK FENCE |
| WV | WATER VALVE |
| WM | WATER METER |
| CO | SEWER CLEAN-OUT |
| GV | GAS VALVE |
| N/F | NOW OR FORMERLY |
| IB | ICE BRIDGE |
| IBP | ICE BRIDGE POLE |
| TS | TOP SLOPE |
| BS | BOTTOM SLOPE |

## SUBJECT PROPERTY

OWNER: LANDMARK CHRISTIAN CHURCH

SITE ADDRESS: 3737 HOLCOMB BRIDGE ROAD, NORCROSS, GA 30092

PARCEL ID: R6305 016

AREA: 10.22 ACRES (PER TAX ASSESSOR)

ZONED: R60

ALL ZONING INFORMATION SHOULD BE VERIFIED WITH THE PROPER ZONING OFFICIALS

REFERENCES:
1) DEED BOOK 2878 PAGE 671
2) SURVEY FOR LANDMARK CHRISTIAN CHURCH PREPARED BY METRO ENGINEERING & SURVEYING CO. INC. DATED AUGUST 12, 1977 AND REVISED APRIL 14, 1979.

(SURVEY NOT VALID WITHOUT SHEET 2 OF 2)

GEORGIA REGISTERED No. 2966 8-15-17 LAND SURVEYOR CHARLES LEE INER

| NO. | DATE | REVISION |
|---|---|---|
| 1 | 8-15-17 | FINISH OP. 1 - NRW/GSH |


EXHIBIT SURVEY PREPARED BY:
POINT TO POINT LAND SURVEYORS
1010 Pennsylvania Avenue
McDonough, GA 30253
(p) 678.565.4440 (f) 678.565.4497
(w) pointtopointsurvey.com


EXHIBIT SURVEY PREPARED FOR:

APC Towers
3000 AERIAL CENTER PARKWAY, SUITE 110
MORRISVILLE, NC 27560
PH: (919) 324-1943

"PEACHTREE CORNERS"

SITE NO.
GA-1400 / 9AT3062

LAND LOTS 304 & 305,
6TH DISTRICT,
GWINNETT COUNTY, GEORGIA

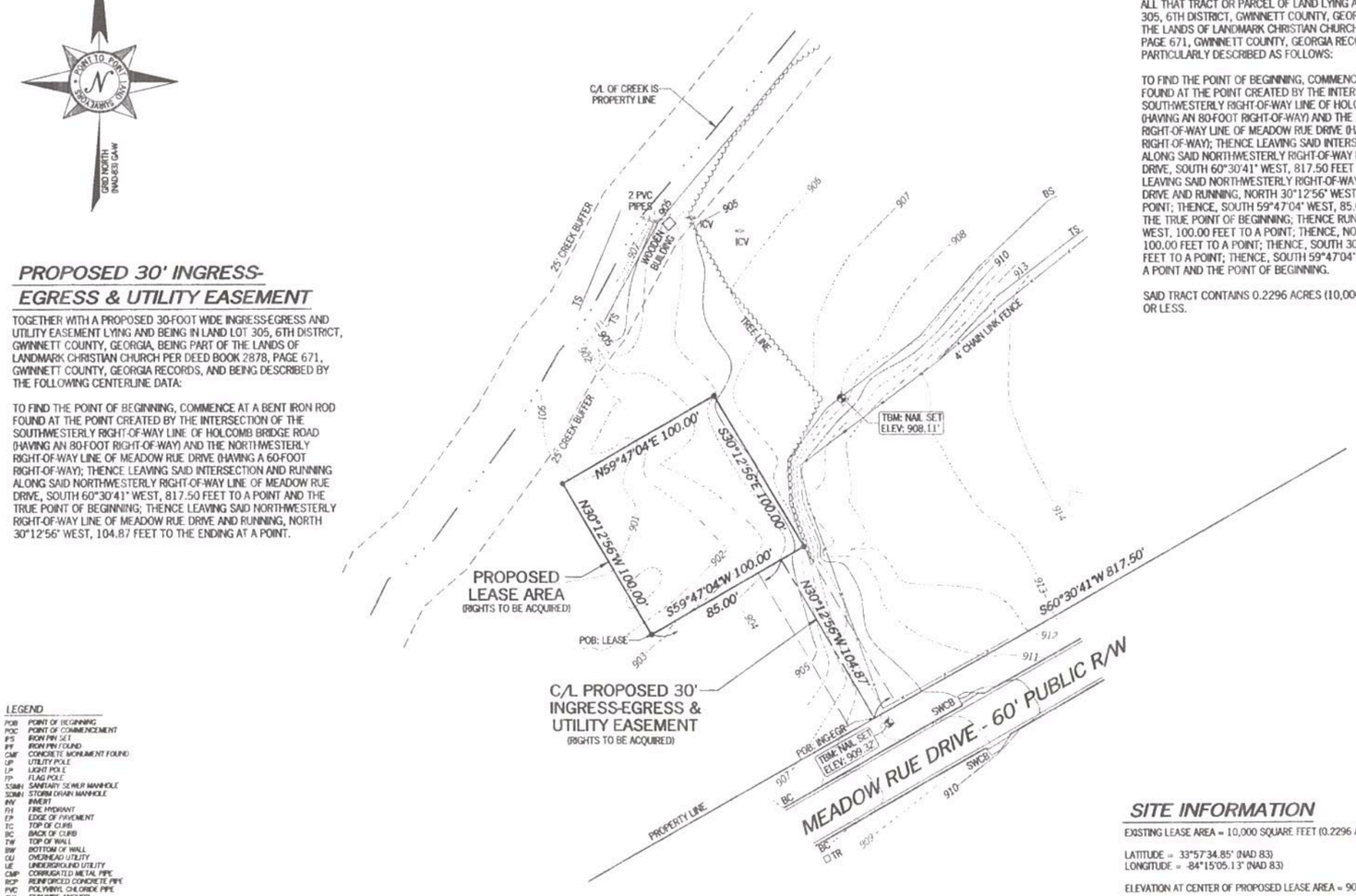
| | |
|---|---|
| DRAWN BY: DRC | SHEET: |
| CHECKED BY: JKL | 1 |
| APPROVED: C. INER | |
| DATE: JUNE 7, 2017 | |
| P2P JOB #: G170252 | OF 2 |

E:\Dropbox (Point To Point)\P2P Current Jobs\2017\G170252\Peachtree Corners\G170252_Exhibit 1.pro

## PROPOSED 30' INGRESS-EGRESS & UTILITY EASEMENT

TOGETHER WITH A PROPOSED 30-FOOT WIDE INGRESS-EGRESS AND UTILITY EASEMENT LYING AND BEING IN LAND LOT 305, 6TH DISTRICT, GWINNETT COUNTY, GEORGIA, BEING PART OF THE LANDS OF LANDMARK CHRISTIAN CHURCH PER DEED BOOK 2878, PAGE 671, GWINNETT COUNTY, GEORGIA RECORDS, AND BEING DESCRIBED BY THE FOLLOWING CENTERLINE DATA:

TO FIND THE POINT OF BEGINNING, COMMENCE AT A BENT IRON ROD FOUND AT THE POINT CREATED BY THE INTERSECTION OF THE SOUTHWESTERLY RIGHT-OF-WAY LINE OF HOLCOMB BRIDGE ROAD (HAVING AN 80-FOOT RIGHT-OF-WAY) AND THE NORTHWESTERLY RIGHT-OF-WAY LINE OF MEADOW RUE DRIVE (HAVING A 60-FOOT RIGHT-OF-WAY); THENCE LEAVING SAID INTERSECTION AND RUNNING ALONG SAID NORTHWESTERLY RIGHT-OF-WAY LINE OF MEADOW RUE DRIVE, SOUTH 60°30'41" WEST, 817.50 FEET TO A POINT AND THE TRUE POINT OF BEGINNING; THENCE LEAVING SAID NORTHWESTERLY RIGHT-OF-WAY LINE OF MEADOW RUE DRIVE AND RUNNING, NORTH 30°12'56" WEST, 104.87 FEET TO THE ENDING AT A POINT.




## PROPOSED LEASE AREA

ALL THAT TRACT OR PARCEL OF LAND LYING AND BEING IN LAND LOT 305, 6TH DISTRICT, GWINNETT COUNTY, GEORGIA, BEING PART OF THE LANDS OF LANDMARK CHRISTIAN CHURCH PER DEED BOOK 2878, PAGE 671, GWINNETT COUNTY, GEORGIA RECORDS, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

TO FIND THE POINT OF BEGINNING, COMMENCE AT A BENT IRON ROD FOUND AT THE POINT CREATED BY THE INTERSECTION OF THE SOUTHWESTERLY RIGHT-OF-WAY LINE OF HOLCOMB BRIDGE ROAD (HAVING AN 80-FOOT RIGHT-OF-WAY) AND THE NORTHWESTERLY RIGHT-OF-WAY LINE OF MEADOW RUE DRIVE (HAVING A 60-FOOT RIGHT-OF-WAY); THENCE LEAVING SAID INTERSECTION AND RUNNING ALONG SAID NORTHWESTERLY RIGHT-OF-WAY LINE OF MEADOW RUE DRIVE, SOUTH 60°30'41" WEST, 817.50 FEET TO A POINT; THENCE LEAVING SAID NORTHWESTERLY RIGHT-OF-WAY LINE OF MEADOW RUE DRIVE AND RUNNING, NORTH 30°12'56" WEST, 104.87 FEET TO A POINT; THENCE, SOUTH 59°47'04" WEST, 85.00 FEET TO A POINT AND THE TRUE POINT OF BEGINNING; THENCE RUNNING, NORTH 30°12'56" WEST, 100.00 FEET TO A POINT; THENCE, NORTH 59°47'04" EAST, 100.00 FEET TO A POINT; THENCE, SOUTH 30°12'56" EAST, 100.00 FEET TO A POINT; THENCE, SOUTH 59°47'04" WEST, 100.00 FEET TO A POINT AND THE POINT OF BEGINNING.

SAID TRACT CONTAINS 0.2296 ACRES (10,000 SQUARE FEET), MORE OR LESS.

### LEGEND

| | |
|---|---|
| POB | POINT OF BEGINNING |
| POC | POINT OF COMMENCEMENT |
| IPS | IRON PIN SET |
| IPF | IRON PIN FOUND |
| CMF | CONCRETE MONUMENT FOUND |
| UP | UTILITY POLE |
| LP | LIGHT POLE |
| FP | FLAG POLE |
| SSMH | SANITARY SEWER MANHOLE |
| SDMH | STORM DRAIN MANHOLE |
| INV | INVERT |
| FH | FIRE HYDRANT |
| EP | EDGE OF PAVEMENT |
| TC | TOP OF CURB |
| BC | BACK OF CURB |
| TW | TOP OF WALL |
| BW | BOTTOM OF WALL |
| OU | OVERHEAD UTILITY |
| UE | UNDERGROUND UTILITY |
| CMP | CORRUGATED METAL PIPE |
| RCP | REINFORCED CONCRETE PIPE |
| PVC | POLYVINYL CHLORIDE PIPE |
| GW | GUY WIRE ANCHOR |
| TR | TRANSFORMER |
| JB | JUNCTION BOX |
| SWCB | SINGLE WING CATCH BASIN |
| DWCB | DOUBLE WING CATCH BASIN |
| CLF | CHAIN LINK FENCE |
| WV | WATER VALVE |
| WM | WATER METER |
| CO | SEWER CLEANOUT |
| GV | GAS VALVE |
| N/F | NOW OR FORMERLY |
| IB | ICE BRIDGE |
| IBP | ICE BRIDGE POLE |
| TS | TOP SLOPE |
| BS | BOTTOM SLOPE |

30 0 60 120
GRAPHIC SCALE IN FEET
SCALE: 1" = 60'

## SITE INFORMATION

EXISTING LEASE AREA = 10,000 SQUARE FEET (0.2296 ACRES)

LATITUDE = 33°57'34.85" (NAD 83)
LONGITUDE = -84°15'05.13" (NAD 83)

ELEVATION AT CENTER OF PROPOSED LEASE AREA = 901.7' A.M.S.L.

(SURVEY NOT VALID WITHOUT SHEET 1 OF 2)

GEORGIA REGISTERED No. 2966 8-15-17 LAND SURVEYOR CHARLES LEE INER

| NO. | DATE | REVISION |
|---|---|---|
| 1 | 8-15-17 | FINISH OP. 1 - NRW/GSH |


EXHIBIT SURVEY PREPARED BY:
POINT TO POINT LAND SURVEYORS
1010 Pennsylvania Avenue
McDonough, GA 30253
(p) 678.565.4440 (f) 678.565.4497
(w) pointtopointsurvey.com


EXHIBIT SURVEY PREPARED FOR:

APC Towers
3000 AERIAL CENTER PARKWAY, SUITE 110
MORRISVILLE, NC 27560
PH: (919) 324-1943

"PEACHTREE CORNERS"
SITE NO.
GA-1400 / 9AT3062
LAND LOTS 304 & 305,
6TH DISTRICT,
GWINNETT COUNTY, GEORGIA

DRAWN BY: DRC
CHECKED BY: JKL
APPROVED: C. INER
DATE: JUNE 7, 2017
P2P JOB #: G170252

SHEET: 2 OF 2

L:\Projects\Point To Point\P2P Current Jobs\2017\G170252_Peachtree Corners\G170252_Option 1.pro

PROPOSED 30' INGRESS-EGRESS & UTILITY EASEMENT
APC TOWERS
"PEACHTREE CORNERS"
GA-1400 / 9AT3062

Together with a proposed 30-foot wide ingress-egress and utility easement lying and being in Land Lot 305, 6th District, Gwinnett County, Georgia, being part of the lands of Landmark Christian Church per Deed Book 2878, Page 671, Gwinnett County, Georgia records, and being described by the following centerline data:

To find the point of beginning, COMMENCE at a bent iron rod found at the point created by the intersection of the southwesterly right-of-way line of Holcomb Bridge Road (having an 80-foot right-of-way) and the northwesterly right-of-way line of Meadow Rue Drive (having a 60-foot right-of-way); thence leaving said intersection and running along said northwesterly right-of-way line of Meadow Rue Drive, South 60°30'41" West, 817.50 feet to a point and the true POINT OF BEGINNING; Thence leaving said northwesterly right-of-way line of Meadow Rue Drive and running, North 30°12'56" West, 104.87 feet to the ENDING at a point.

As shown in a survey prepared for APC Towers by Point to Point Land Surveyors, Inc. dated June 7, 2017, and last revised August 15, 2017.

GEORGIA
REGISTERED
No. 2966
LAND SURVEYOR
CHARLES LEE INER

8-15-17

PROPOSED LEASE AREA
APC TOWERS
"PEACHTREE CORNERS"
GA-1400 / 9AT3062

All that tract or parcel of land lying and being in Land Lot 305, 6th District, Gwinnett County, Georgia, being part of the lands of Landmark Christian Church per Deed Book 2878, Page 671, Gwinnett County, Georgia records, and being more particularly described as follows:

To find the point of beginning, COMMENCE at a bent iron rod found at the point created by the intersection of the southwesterly right-of-way line of Holcomb Bridge Road (having an 80-foot right-of-way) and the northwesterly right-of-way line of Meadow Rue Drive (having a 60-foot right-of-way); thence leaving said intersection and running along said northwesterly right-of-way line of Meadow Rue Drive, South 60°30'41" West, 817.50 feet to a point; thence leaving said northwesterly right-of-way line of Meadow Rue Drive and running, North 30°12'56" West, 104.87 feet to a point; thence, South 59°47'04" West, 85.00 feet to a point and the true POINT OF BEGINNING; Thence running, North 30°12'56" West, 100.00 feet to a point; Thence, North 59°47'04" East, 100.00 feet to a point; Thence, South 30°12'56" East, 100.00 feet to a point; Thence, South 59°47'04" West, 100.00 feet to a point and the POINT OF BEGINNING.

Said tract contains 0.2296 acres (10,000 square feet), more or less, as shown in a survey prepared for APC Towers by Point to Point Land Surveyors, Inc. dated June 7, 2017, and last revised August 15, 2017.

GEORGIA
REGISTERED
No. 2966
LAND SURVEYOR
CHARLES LEE INER

8-15-17

G170252_Legals.docx

# DAVID SNAVELY, P.A.

**A PROFESSIONAL CORPORATION**

ELECTRICAL ENGINEER
PRACTICE SPECIALIZING IN TELECOMMUNICATIONS
261 SW 63 Ave.
PLANTATION, FL 33317

DAVID SNAVELY, P.E.
Reg. TX and FL

www.davidsnavely.com

TELEPHONE: 954-792-9379
EMAIL: david@davidsnavely.com


October 23, 2017

Mr. Jeff Conkle, Planning and Zoning Administrator
City of Peachtree Corners
147 Technology Parkway, Suite 200
Peachtree Corners, GA 30092

Via email: jconkle@peachtreecornersga.gov

Dear Mr. Conkle:

Per your request, I have evaluated the application of Mr. Wes Webber of On-Air Wireless Group, as agent for APC Towers/T-Mobile ("applicant"), for a Tall Structure Commercial Communications Tower (Cell Tower) & Co-Locate Permit for a new 100-ft. "monopine" tower and associated equipment compound to be located on R-60 zoned property owned by Landmark Church at 3737 Holcomb Bridge Rd. The site is known in T-Mobile's naming system as "9AT3062F."

**It is my opinion that:**

1. **The applicant has demonstrated a need to improve coverage in the area, and its need to improve base station capacity is typical of that described in similar applications.**
2. **The applicant has adequately demonstrated that the proposed height of the monopole tower (100-ft.) is necessary and the minimum required.**
3. **The applicant has submitted some photo simulations demonstrating that the proposed tower will be minimally visible from neighboring property, but the choice of simulation perspectives is not exhaustive.**
4. **T-Mobile has demonstrated that 9AT3062F site will improve its service and coverage in the area, and, given its minimal impact, it should be approved.**

**Details follow.**

The permit materials I have received include applications for the structure and a public hearing. Additionally, there are a few construction drawings including a survey, a basic site plan, and a tower elevation. The development drawings were prepared by APC Towers, and the survey by Charles Lee Iner of Point to Point Land Surveyors. The survey indicates a proposed 70-ft. by 70-ft. fenced area, within a 100-ft. by 100-ft. leased area located in woods behind Landmark Christian Church, with the 100-ft. "monopine" within the compound. The coordinates of the tower are 33deg., 57' 34.85"N, 84-deg., 15' 05.13"W. The elevation is 901.7-ft.

Additionally, upon further request, I received an "RF Justification" from T-Mobile RF Engineer Mr. Mark D. Robinette, explaining the technical merits of the site. His document explains the coverage and capacity improvement maps contained in the original application documents.

There is an aeronautical evaluation stating that the proposed facility will not be a hazard to air navigation, among other supporting information.

Finally, the applicant supplied some photo simulations, showing how the tower will look from one nearby location.

The applicant provided a description of a search area for the site. That area is described in Figure 1, which contains a quarter-mile circle centered on the intersection of Plant Road and Holcomb Bridge Road. The proposed site is right on the southern border of this search area, and a field visit verified a database search which found no antenna structures within the search area. In response to a request, the applicant Mr. Webber stated that a NEPA report was underway, as is generally required by FCC rules when constructing a new tower. Figure 2 depicts the chosen site location.

The proposal calls for a 100-ft. monopole tower with 5-ft. lightning rod within a 70-ft. by 70-ft. fenced area. No detail was provided for the T-Mobile equipment installation at the base of the tower, but a site plan document indicates that the T-Mobile equipment will occupy a 10-ft. by 12-ft. area, probably an equipment palette with cabinets mounted on it. There is no description of an emergency generator or fuel tank. The proposed compound is well-hidden by trees from adjacent condominium complexes to the north and south. The site will be accessed from a new access road to be built from Meadow Rue Drive.

The proposed monopole tower is designed to accommodate four levels of wireless antennas. It will have artificial tree branches affixed to it. The compound fence is 6-ft. tall, with three strands of barbed wire. A 12-ft. access gate opens to the south. Power and communications lines will run along the road right-of-way into the compound.

The nearest existing T-Mobile site is approximately 0.85 mi from the proposed location.

The application package mentions T-Mobile towers in the vicinity. A check of the FCC's Antenna Structure Registration Database found 11 towers within approximately 2 km of the search area. None is close enough to the T-Mobile search area to eliminate the need for a new tower or other support structure.

I would note that six of the FCC database towers are WCNN AM radio towers. The proximity of the proposed construction to those towers may require cellular tower detuning. I recommend the T-Mobile engineer investigate this issue and make the WCNN engineer aware of T-Mobile's construction intention.

The survey indicates that the proposed tower meets the ordinance requirement that the tower be located at least its height from the nearest residential structure. Furthermore, the tower is greater than its height in distance from the property line of the parent property.

In his RF Justification, Mr. Robinette states, "The reason for the proposed site is to provide capacity to relieve high traffic/subscriber congestion…from neighboring, existing T-Mobile site 9AT129SA located north of Holcomb Bridge Road and Jimmy Carter Blvd. The area of high traffic is along Holcomb Bridge Road, north of Peachtree Industrial Blvd. and along Peachtree Corners Circle.

"Secondary objectives were to improve and provide ample coverage and service to customers in their homes between Spalding Drive NW and Holcomb Bridge Road and in commercial locations along Peachtree Corners Circle and Holcomb Bridge Road."

In these analyses we assess the degree to which a new tower addresses the applicant's statement of their problem. To determine that, we inspect the "search ring" that represents an area where, if a new tower is located, the network problem will be solved. The search ring should be drawn so that virtually any property within it would suffice if a new tower could be built there.

The submitted search ring was meant to solve the system deficiencies shown in Figure 3, which defines an irregularly shaped area north of T-Mobile's existing site on Holcomb Bridge Road, near Jimmy Carter Blvd. Shading in this area indicates that coverage is roughly at residential, but not commercial, indoor levels. The proposed location is not in this area but rather just north of it. In fact, close examination of Mr. Robinette's maps indicate that the proposed location is not actually at the mapped location but just north of it.

The search area is a quarter-mile circle centered on the corner of Plant Road and Holcomb Bridge Road. This is depicted in Figure 4. The chosen site is just inside the boundaries of this search area. In my opinion, this is a reasonable description of a search area because it is located roughly between the two towers that Mr. Robinette indicated need relief.

Mr. Robinette's exhibit states that 100-ft. is the minimum acceptable tower height and "before and after" maps indicate considerable signal improvement close to the tower, although not so much to the north and the south that were identified as the capacity and coverage issues. Coverage is greatly improved in the vicinity of Holcomb Bridge and Peachtree Corners Circle.

Thus, it is my opinion that the applicant has shown a 100-ft. tower would improve signal in the area and surrounding neighborhoods as described by its search area.

The applicant provided an FAA report indicating the tower would not be a hazard to air navigation. The FAA did request a notice of completion. No tower painting or lighting for the purpose of aircraft safety is required. Registration of the tower in the FCC's antenna structure database is not required, but I would suggest that T-Mobile go ahead and do so. This will have it appear in database searches for other companies looking for tower space.

<u>Tower height.</u> In consideration of the tower height, I applied the typically used "COST-231Hata" path loss formula. A statement of that formula is:

$$A = 46.3 + 33.9 \log F - 13.82 \log H + (44.9 - 6.55 \log H) \log D + C,$$

Where:

A = path loss in dB,

F = frequency in MHz,
H= tower height in meters,
D= distance in km, and
C= a correction figure (-11 dB used for suburban areas).

Based on H of 100-ft. (30.5 m), which is the antenna height, COST-231 can be solved to determine the approximate coverage radius for the base station, for an estimated system gain of 135.0 dB:

$$135.0 = 46.3 + 33.9 \log (1900) – 13.82 \log 30.5) + (44.9 – 6.55 \log (30.5)) * \log D – 11,$$

D = 1.8 km (1.1 mi.)

These figures were derived without full consideration for terrain conditions present in the land areas surrounding the Landmark Church location, but this simple analysis validates a 100-ft tower as reasonable to cover the approximately one mile of radius around the chosen location.

Additional information requested. Figure 5 and its inset are a photo simulation of the tower from the perspective of a location across Holcomb Bridge Road. This used a tower height of 120-ft., so the actual visibility will be less at 100-ft.

I am concerned that the tower will be considerably more visible from the townhome complex located to the northwest of the site. I would suggest a photo simulation from Park Lake Lane NW, immediately adjacent to the site. I believe the tower may be quite visible from here and this would be a more revealing photo simulation. Otherwise, the applicant states that the “drone” used for the photo simulations was not visible from any of the other surrounding venues chosen.

Figure 6 is a view back toward the church from the vicinity of the access road. It could not be determined if a tree buffer will remain between the access road and the rear church fence. The access road will turn into the property from Meadow Rue Drive at the location indicated in Figure 7.

At the proposed tower location, I found evidence of a soil bore for tower foundation analysis. Adjacent to the filled bore hole was a sliced-off culvert, shown in Figure 8. I brought this to the attention of the applicant in case its damage would cause a drainage problem. As mentioned earlier, the applicant claimed that a NEPA analysis was underway for the location, and I would recommend that the city read its results when it becomes available.

Figure 9 illustrates existing commercial property along Holcomb Bridge Road. Although the residentially-zoned church property has the ability to provide for a relatively inconspicuous site, it should be noted that commercial options might be available as well. Such locations might have setback complications and result in a tower that is much more visible, however.

Finally, the public knows that there are technical alternatives to deployment of tall towers to fill coverage and capacity problems. Some of the alternatives in the cellular engineering quiver include fiber-optic “distributed antenna systems” (DAS) that could use shorter, less conspicuous antenna structures, and microcells, with shorter towers, more frequently located. Presumably the coverage area does not have the density to support a deployment of many small cells, but this has shown to be an industry direction, with utility pole attachments replacing the need for tall towers.

Summary. In my opinion, the applicant has adequately illustrated that coverage and capacity are not as good as it would like north of Holcomb Bridge and Jimmy Carter, between Spalding and Holcomb Bridge, and along Peachtree Corners Circle. The Landmark Church location is shown in the application to partly relieve the coverage problems. It is as conservative in height as possible, meets setback requirements to the nearest residentially zoned property and parent tract lines, and will be inconspicuous from nearby vantage points (though possibly not the closest homes).

In my opinion, the site will have minimal impact on residents in the area, and I believe the City should grant the requested permit allowing the new tower.

The remainder of this report addresses compliance with selected portions of the Gwinnett County tower ordinance, which is used by the City of Peachtree Corners.

## DIVISION 2 GENERAL PROVISIONS

### Sec. 108-52. Inventory of existing sites.

(a) The Gwinnett County Department of Planning and Development shall maintain an inventory of all towers or alternative tower structures, active and inactive, which are present in Gwinnett County. This inventory shall include specific information about the location (latitude and longitude coordinates), height, design, tower type and general suitability for antenna co-location of each tower, and other pertinent information as may be decided by the department.

(b) To facilitate the co-location of antennas, each applicant seeking to locate a new tower, alternative tower structure or antenna, or modify any such existing structure shall provide to the department an affidavit setting forth an inventory of its existing towers or alternative tower structures as provided for below. The applicant shall specifically identify its towers or alternative structures, active or inactive, which are present in Gwinnett County. Applicants seeking to erect an amateur radio tower or antenna shall be exempt from this provision.

(c) The applicant's affidavit shall include all of its structures that are within the jurisdiction of the governing authority; within a municipality located, in whole or in part, within Gwinnett County; or, within one mile of the border of Gwinnett County, and shall include specific information about the location (latitude and longitude coordinates), height, design, tower type and general suitability for antenna co-location of each tower, and other pertinent information as may be required by the department. The department may share such information with other applicants for a tall structure permit under this chapter or other organizations seeking to locate towers or antennas within the jurisdiction of the governing authority, provided, however that the department shall not, by sharing such information, in any way be deemed to have represented or warranted that such sites are available or suitable.

(d) An application for a tall structure permit shall not be considered complete without this affidavit of inventory.

*Complied.*

**Sec. 108-53. - Co-location; design requirements.**

In addition to all applicable building and safety codes, all towers, except amateur radio towers, shall be designed to accommodate the co-location of cellular telecommunication antennas according to the following

(1) For towers up to 125 feet in height, the structure and fenced compound shall be designed to accommodate at least two providers, and
(2) For towers greater than 125 feet in height, the structure and fenced compound shall be designed to accommodate at least four providers.

*Complied. Tower has been designed for four total sets of antennas.*

**Sec. 108-54. - Co-location; availability of suitable existing structures.**

No new tower, except amateur radio towers, shall be permitted unless the applicant demonstrates to the satisfaction of the department and board of commissioners that no existing tower or existing alternative tower structure can accommodate the applicant's proposed antenna. All evidence submitted shall be signed and sealed by appropriate licensed professionals or qualified industry experts and shall consist of more than mere conclusory statements that no existing tower is suitable. Evidence submitted to demonstrate that no existing tower or structure can accommodate the proposed antenna shall consist of one or more of the following:

(1) That no existing towers or suitable alternative tower structures are located within the geographic antenna placement area required to meet the applicant's engineering requirements.
(2) That existing towers or structures do not have sufficient structural strength to support the applicant's antenna and related equipment.
(3) That the applicant's proposed antenna(s) would cause electromagnetic interference with the antenna(s) on the existing towers or structures, or the antenna on the existing towers or structures, would cause interference with the applicant's proposed antenna.
(4) That the cost or contractual provisions required by the tower owner to share an existing tower or structure or to adapt an existing tower or structure for sharing are unreasonable. Costs exceeding new tower development are presumed to be unreasonable.
(5) That the applicant adequately demonstrates that there are other limiting factors that render existing towers and structures unsuitable.

For each of the above, the applicant must submit an affidavit listing the existing towers which were considered, and ultimately rejected, by the applicant and provide a detailed explanation of why the existing towers are not usable.

*Complied. Applicant's search area contains no suitable antenna structures.*

**Sec. 108-55. - Aesthetics.**

The guidelines set forth in this section shall govern the design and construction of all towers, and the installation of all antennas, governed by this chapter.

(1) Towers and/or antennas shall either maintain a galvanized steel or concrete finish or, subject to any applicable standards of the FAA, be painted a neutral color so as to reduce visual obtrusiveness.
(2) At all tower sites, the design of all buildings and related structures shall use materials, colors, textures, screening, and landscaping that will blend the tower facilities to the natural setting and building environment.
(3) For antennas installed on a structure other than a tower, the antenna and supporting electrical and mechanical ground equipment shall be a neutral color so as to make the antenna and related equipment visually unobtrusive.
(4) Towers shall not be artificially lighted, unless required by the FAA or other applicable authority. If lighting is required, the governing authority may review the available lighting alternatives and approve the design that would cause the least disturbance to the surrounding views. In the event that a tower requires lighting by virtue of its height, the county may require the construction of the tower at a lower height in order to avoid lighting requirements.
(5) No signage or other identifying markings of a commercial nature shall be permitted upon any tower or alternative tower structure within Gwinnett County.

*Complied. A 100-ft. tower is generally allowed in this zoning district, and the applicant has indicated compliance with the provisions above. The tower as proposed will be disguised as a pine tree.*

**Sec. 108-56. - Setbacks and separation.**

The following setbacks and separation requirements shall apply to all towers:

(1) Towers shall be set back a distance equal to one-half of the height of the tower, from its base, to any public right-of-way or property line of the lot or parcel containing the tower. All towers in residentially-zoned areas in excess of 50 feet shall be set back a distance equal to the full height of the tower from any adjoining off-site residential structure.
(2) Guy-wires and accessory buildings and facilities shall meet the minimum accessory use location and setback requirements.
(3) In zoning districts other than C-l, C-2, C-3, O-I, OBP, M-l and M2, or county owned property, towers over 100 feet in height shall not be located closer than 1,500 feet from any existing tower that is over 100 feet in height. This requirement shall not apply to amateur radio towers.

*Complied. The survey shows that the tower will greater than its height from any adjacent residential structures, and is greater than its height in distance from the nearest property line. There are no existing towers within 1500-ft.*

**Sec. 108-57. - Security fencing/anti-climbing devices.**

(a) All towers and supporting equipment shall be enclosed by fencing not less than six feet in height and shall also be equipped with appropriate anti-climbing devices. Fencing shall be of chain link, wood or other approved alternative.

(b) Amateur radio towers and antennas, or receive-only antennas, shall not be subject to the provisions of this section unless compliance is required by the board of commissioners through the tall structure permit process.

*Complied.*

**Sec. 108-58. - Landscaping.**

The following requirements shall govern landscaping surrounding all towers:

(1) Where adequate vegetation is not present, tower facilities shall be landscaped with a landscaped strip of plant materials which effectively screens the view of the tower compound. Landscaped strips shall be a minimum of ten feet in width and located outside the fenced perimeter of the compound. Landscaped strips shall satisfy the minimum design and planting requirements for buffers established in the Gwinnett County Buffer, Landscape and Tree Ordinance.
(2) Existing mature tree growth and natural land forms on the site shall be preserved to the maximum extent possible. Where natural vegetation around the perimeter of the site would provide an adequate visual screen, an undisturbed buffer may be utilized.
(3) Amateur radio towers and antennas, or receive-only antennas, shall not be subject to the provision of this section unless compliance is required by the board of commissioners through the tall structure permit process.

***Not complied.*** *Applicant provided no landscape plan. The site is heavily wooded and the City may elect to determine that the existing vegetation satisfies the requirement.*

**Sec. 108-60. - Federal requirements.**

All towers must meet or exceed current standards and regulations of the FAA, the FCC, and any other agency of the federal government with the authority to regulate towers and antennas. If such standards and regulations are changed, the owners of the towers and antennas governed by this chapter shall bring such towers and antennas into compliance with such revised standards and regulations within six months of the effective date of such standards and regulations unless a more or less stringent compliance schedule is mandated by the controlling federal agency. Failure to bring towers and antennas into compliance with such revised standards and regulations shall constitute grounds for the removal of the tower or antenna at the owner's expense. Any such removal by the governing authority shall be in the manner provided in O.C.G.A. §§ 41-2-7 through 41-2-17.

*Complied. Applicant has stated that a NEPA report is in process, and it received a SHPO report indicating no objection to the project. There is also a study indicating no hazard to air navigation. Applicant should be encouraged to register the tower in the FCC's Antenna Structure Registration database, to make it generally known as a collocation opportunity.*

## DIVISION 3 PERMITTED USES

*The proposal is not a "permitted use." No collocation is planned. The property is zoned R-60 and meets setback requirements at the proposed height of 100-ft.*

**Sec. 108-82. - Co-location of antennas required.**

Applicants for the erection of a tower or placement of an antenna shall be required to colocate upon an existing tower or alternative tower structure. An exception to co-location shall only be made if the applicant adequately demonstrates that an existing tower suitable for colocation does not exist in the geographic antenna placement area utilizing the tower inventory maintained by the department, and that no suitable alternative tower structure is available as set forth in section 108-54 contained herein.

*Complied. No suitable collocation opportunities exist, nor is approval sought as a "permitted use."*

**Sec. 108-83. - Permitted uses.**

If it is adequately demonstrated that antenna co-location, as required in section 108-82 above, is not possible for a given geographic antenna placement area, the following uses are permitted:

(1) Constructing a new tower, including the placement of a service building or other supporting equipment used in connection with said tower or antenna, in the following zoning districts:

a) C-1 (Neighborhood Business District)
b) C-2 (General Business District)
c) C-3 (Highway Business District)
d) O-I (Office-Institutional District)
e) OBP (Office-Business Park District)
f) M-1 (Light Industry District)
g) M-2 (Heavy Industry District)

provided, however, that all structures shall meet the setback, screening and buffer requirements contained herein, and shall be located a minimum distance of two times the height of the tower from any residentially-zoned property.

(2) Installation of an antenna on an existing structure other than a tower (such as a building, sign, light pole, water tower, or other freestanding nonresidential structure) that is 50 feet in height or greater, if the additional antenna height adds no more than 20 feet to the height of the existing structure, subject to the zoning district restrictions of subsection 108-83(1).

*N/A. Tower location is zoned R-60 and meets setbacks for that zoning classification.*

## DIVISION 4 ADMINISTRATIVE APPROVALS

*The proposal does not currently seek administrative approval, given that collocation is not proposed.*

**Sec. 108-102. - Co-location of antennas required.**

Applicants for the erection of an antenna, except amateur radio operators, shall be required to co-locate upon an existing tower structure. An exception to co-location shall only be made if the applicant adequately demonstrates that an existing tower suitable for co-location does not exist in the geographic antenna placement area utilizing the tower inventory maintained by the department, and that no suitable alternative tower structure is available as set forth in section 108-54 contained herein. The applicant must present an affidavit which lists the available existing towers and reasons why co-location on those towers is not possible.

*Complied. No suitable collocation opportunities.*

**Sec. 108-103. - Uses allowed by administrative approval.**

The following uses may be approved by the department after conducting an administrative review:

(1) Installation of an antenna on any alternative tower structure, and further including the placement of additional structures or other supporting equipment used in connection with said antenna, so long as such addition does not add more than 20 feet to the height of the existing structure;
(2) Installation of an antenna on an existing tower of any height, including a pre-existing tower, and further including the placement of additional buildings or other supporting equipment used in connection with said antenna, so long as the addition of said antenna adds no more than 20 feet to the height of said existing tower.

*N/A. Applicant does not propose to collocate.*

## DIVISION 5 TALL STRUCTURE PERMIT REQUIRED

**Sec. 108-121. Generally.**

(a) If the proposed location, height, setback or other aspect of a tower or antenna cannot comply with the minimum requirements established in Division 3 Permitted Uses or Division 4 Administrative Approvals of this chapter, then a tall structure permit shall be required for the construction of a tower or the placement of an antenna in any zoning district.
(b) The following provisions shall also govern the issuance of tall structure permits for telecommunications and personal wireless service towers and antennas:

(1) In granting a tall structure permit, the board of commissioners may impose conditions to the extent that the board concludes such conditions are necessary to minimize adverse effects from the proposed tower on adjoining or nearby properties, including limiting

the height of proposed towers in residential areas. In no event shall a new tower to be placed on residentially-zoned property exceed 100 feet in height.

(2) All information of an engineering nature that the applicant submits, whether civil, mechanical, or electrical shall be certified by a licensed professional engineer or qualified industry expert. However, amateur radio antennas shall meet the requirements of all applicable Gwinnett County Codes.

*Complied. Proposed tower is 100-ft. in an "R-60" area.*

**Sec. 108-123. - Exhibits required.**

Each applicant requesting a tall structure permit under this chapter shall submit a scaled site plan, scaled elevation view and supporting drawings, calculations, and other documentation, signed and sealed by appropriate licensed professional or qualified industry experts, showing the location and dimensions of all improvements, including topography (utilizing minimum two-foot contour intervals), tower height requirements, setbacks, access driveways or easements, parking, fencing, landscaping, adjacent uses, affidavit of inventory as set forth in section 108-52, and any other information deemed by the department to be necessary to assess compliance with this chapter and compatibility with surrounding uses.

*Complied.*

**Sec. 108-125. - Co-location of antennas required.**

Applicants for the erection of a tower or antenna, except amateur radio operators, shall be required to co-locate upon an existing tower structure. An exception to co-location shall only be made if the applicant adequately demonstrates that an existing tower suitable for co-location does not exist in the geographic antenna placement area utilizing the tower inventory maintained by the department, and that no suitable alternative tower structure is available as set forth in section 108-54 contained herein. An applicant must provide a detailed affidavit listing all towers within one mile of the proposed tower and explain why it cannot co-locate on each of the existing towers.

*Complied.*

**Sec. 108-127. - Considerations in approval or denial of a tall structure permit.**

Any denial of a request to place, construct or modify a telecommunications facility shall be in writing and supported by substantial evidence contained in a resolution signed by the chairman of the board of commissioners. The governing authority shall consider, but is not limited to, the following factors in acting upon a tall structure permit application under the provisions of this chapter:

(1) The height and setbacks of the proposed tower;

*Complied. The applicant has demonstrated that the permitted 100-ft. height for this zoning district will suffice for its purposes and meets setbacks.*

(2) The proximity of the tower to residential structures and residential district boundaries;

*Complied.*

(3) The nature of uses, as well as the height of existing structures, on adjacent and nearby properties;

(4) The surrounding topography;

(5) The surrounding tree coverage and foliage;

(6) The design of the tower, with particular reference to design characteristics that have the effect of reducing or eliminating visual obtrusiveness;

*The tower design, camouflaged as a pine tree, is generally considered to be unobtrusive. Casual observation, however, will confirm that this is no ordinary pine tree, and, given the location, it may be that a simple unadorned monopole design is less conspicuous. The tower will not require obstruction lighting or painting.*

(7) The proposed ingress and egress;

*The ingress/egress driveway will be on the parent property and will require removal of some existing tree cover.*

(8) The availability of suitable existing towers or other structures for antenna co-location;

(9) The impact of the proposed tower upon scenic views and the visual quality of the surrounding area;

*Photo simulations show the degree to which the tower will be visible from one location. A concern is that no photo simulation is provided for the nearest homeowners just to the southwest of the proposed construction; likewise, the tower may be visible from the homes to the northwest. No landscape plan is included in the proposal.*

(10) The evidence submitted regarding the need for the tower in the area, including but not limited to propagation maps and other similar materials;

*Propagation maps confirm the 100-ft. height.*

(11) The portion of the tower that will be visible from adjacent and nearby residential properties;

*Tree cover will hide the tower from most areas, but the photo sims do not fully detail the level of view from adjacent residences.*

(12) The number of required trips to the tower site on a monthly basis;

*Few trips; no impact.*

(13) The tower's effect on property values of adjacent and nearby residential properties;

*Not within reviewer's realm of expertise; not mentioned in application package.*

(14) The ratio of the height of the proposed tower to the height of the tallest adjacent and nearby residential structure;

(15) Safety concerns associated with the proposed tower or antenna;

*No impact; site inaccessible to public; site will meet all FCC guidelines regarding human exposure to electromagnetic radiation.*

(16) The tower's effect upon potential purchasers of adjacent and nearby residentially-zoned property;

*Not within reviewer's realm of expertise; not mentioned in application package.*

(17) The coverage or lack of coverage experienced by cell phone users in the area of the proposed tower.

*Applicant has sufficiently demonstrated a capacity and coverage deficiency in the area which will be improved by deployment of the tower.*

If you have any questions, please call.

Respectfully submitted,

David Snavely

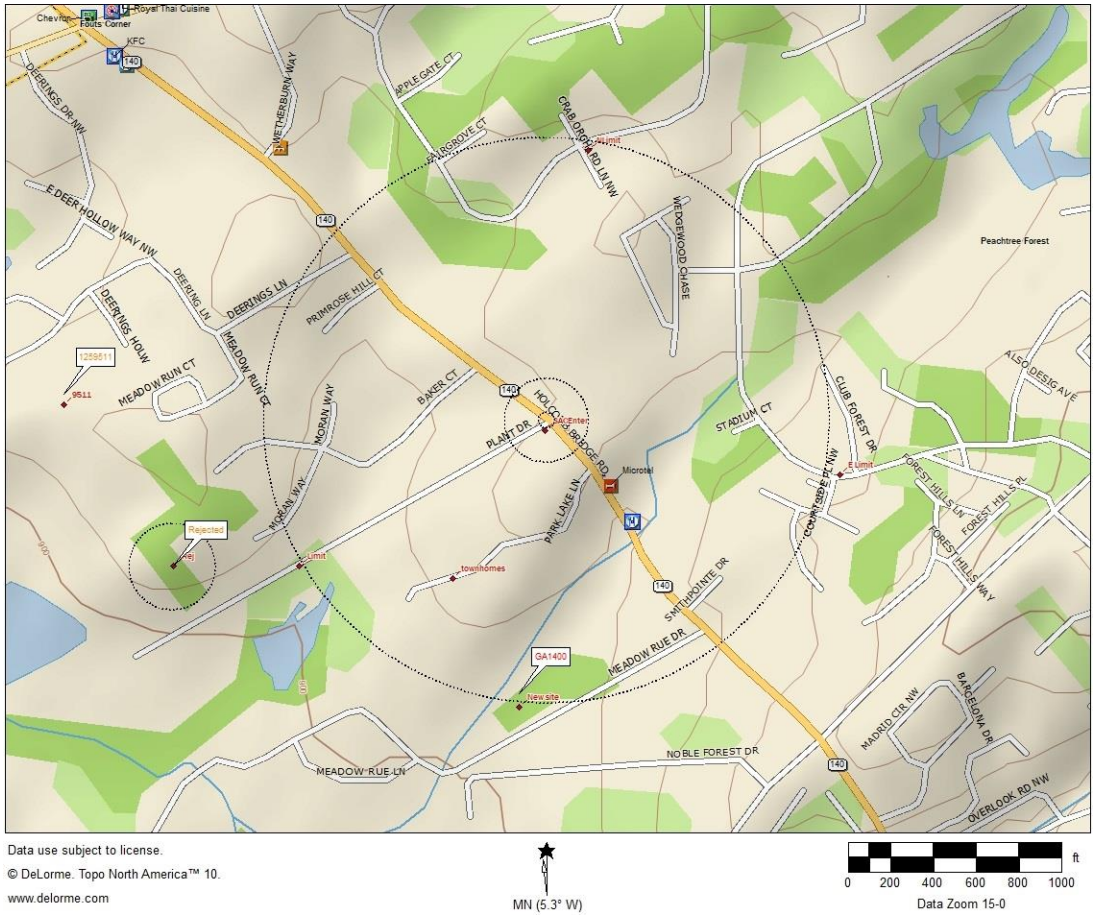



**Figure 1: Outer ring is the quarter-mile search area. Proposed site is at bottom of the ring. No tower structures were found within the search area, though there is commercial property along Holcomb Bridge Road.**

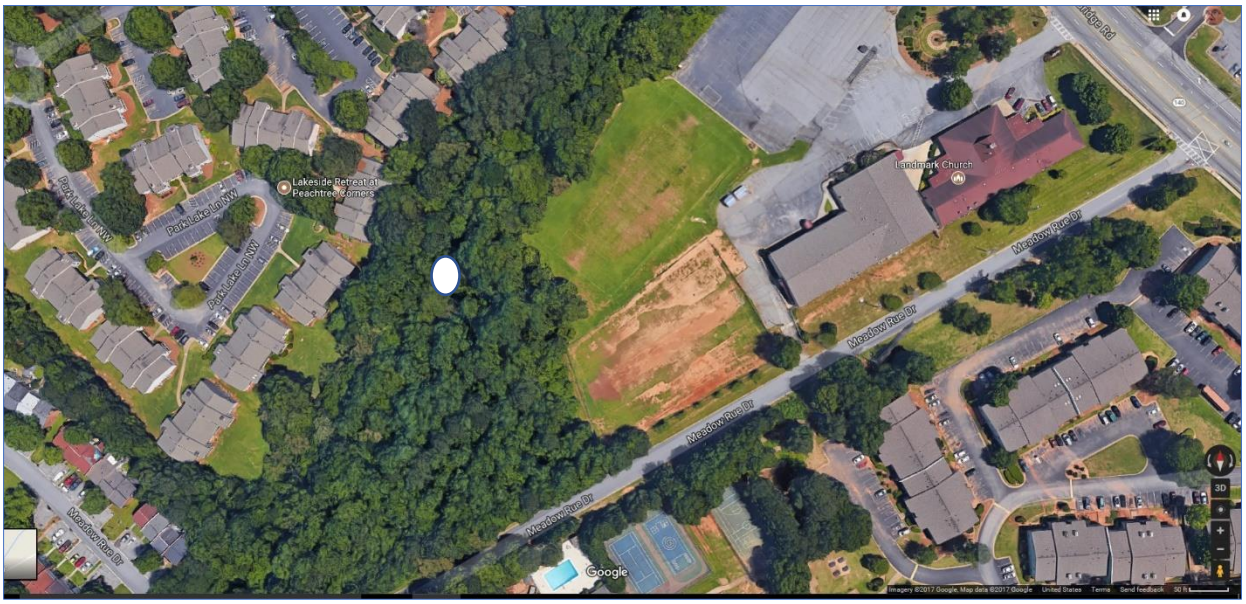



**Figure 2: Aerial view of site location. Tower will apparently be visible from homes to the N and S of the proposed location.**

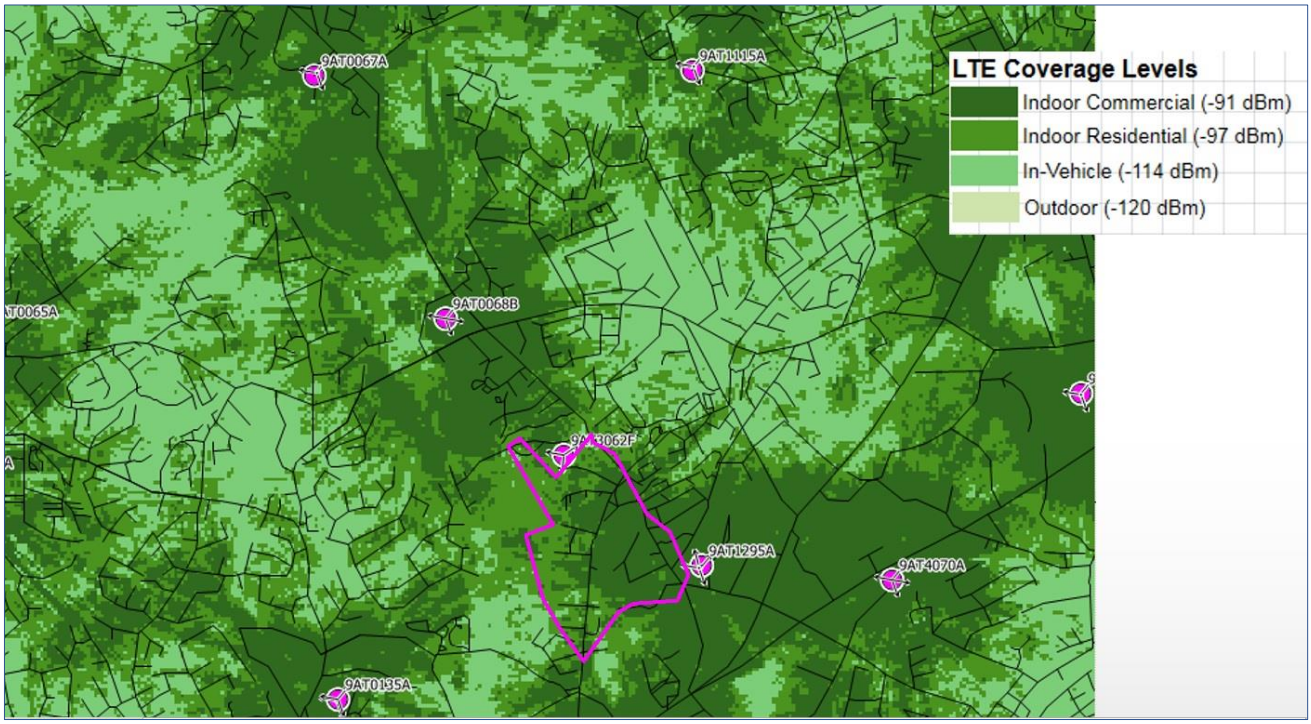



**Figure 3: Coverage area prior to implementation of new site. Polygon indicates area of desired improvement. The new site is not in the area, and it is not at this location, but rather slightly further north.**

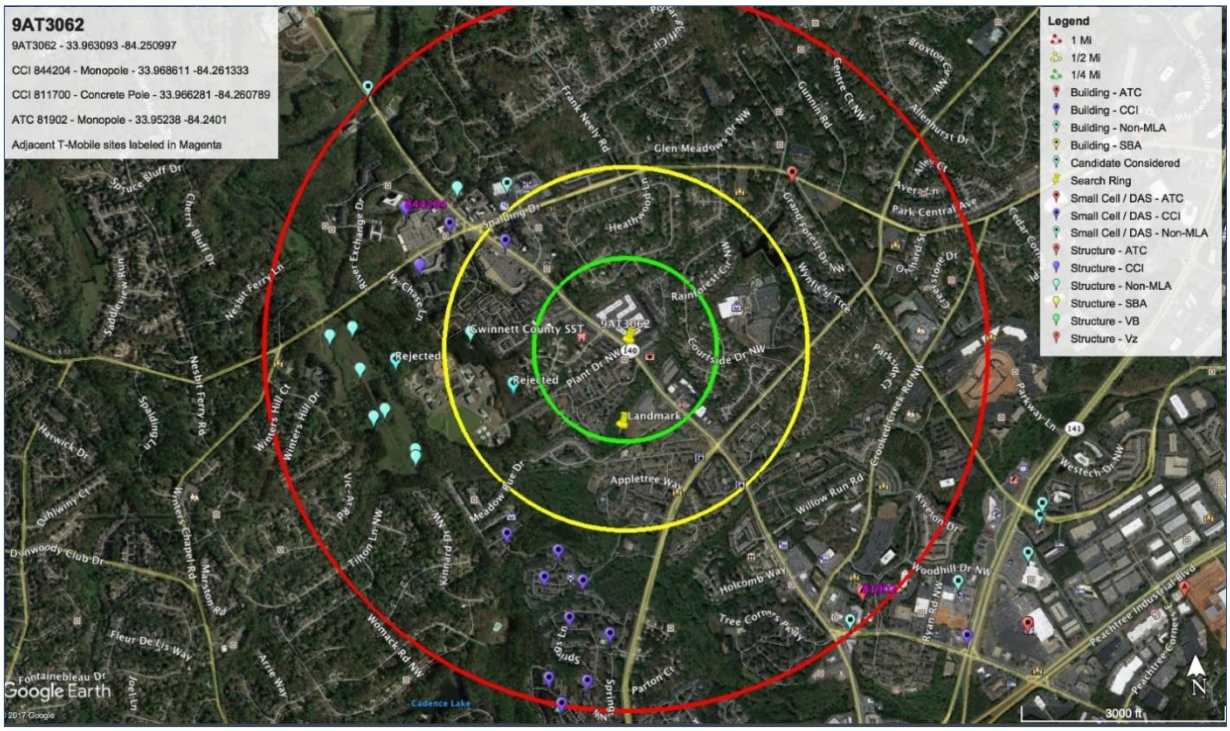



**Figure 4: Applicant-submitted search area (green ring), indicating surrounding towers and correct location of chosen site.**

**Figure 5: Photo sim of proposed monopine at 120-ft. This is a proposed maximum and this application is for only 100-ft., which would barely rise above the trees. Inset shows perspective. Applicant claims that the drone test was not visible from other chosen locations, but it might have been from the townhome complex to the NW, based on a field visit.**

**Figure 6: View back toward Landmark Church from near the tower location.**

**Figure 7: Entryway to the site access road from Meadow Rue Drive.**

**Figure 8: Underground culvert apparently revealed during preliminary excavation work.**

**Figure 9: Commercial property along Holcomb Bridge Road, typical of property that could be alternative to the site location.**

Tele CND Wireless
1961 Northpoint Blvd., Suite 130
Hixson, Tn 37343
PH: 423.843.9500

# GA - 1400 Peachtree Corners

Site Locations for Photo Simulation. Yellow is Tower Location
Magenta are Photosims Locations

Tele C/\D Wireless
1961 Northpoint Blvd., Suite 130
Hixson, Tn 37343
PH: 423.843.9500

# GA - 1400 Peachtree Corners

Site Location is across the street from church. This is the only site that the drone is visible.
Drone is flying at 100'

Tele C/\D Wireless
1961 Northpoint Blvd., Suite 130
Hixson, Tn 37343
PH: 423.843.9500

# GA - 1400 Peachtree Corners

Site Location is across the street from church. Monopine will be visible at 100'

Tele CND Wireless
1961 Northpoint Blvd., Suite 130
Hixson, Tn 37343
PH: 423.843.9500

# GA - 1400 Peachtree Corners

Site Location is across the street from church. This is the second height and the drone is visible. Drone is flying at 120'

Tele C/N/D Wireless
1961 Northpoint Blvd., Suite 130
Hixson, Tn 37343
PH: 423.843.9500

# GA - 1400 Peachtree Corners

Site Location is across the street from church. Monopine will be visible at 120'

Mail Processing Center
Federal Aviation Administration
Southwest Regional Office
Obstruction Evaluation Group
10101 Hillwood Parkway
Fort Worth, TX 76177

Aeronautical Study No.
2017-ASO-14873-OE

Issued Date: 08/07/2017

paul alvarez
paul.alvarez
3000 aerial center pkwy, suite 110
morrisville, NC 27560

**** DETERMINATION OF NO HAZARD TO AIR NAVIGATION ****

The Federal Aviation Administration has conducted an aeronautical study under the provisions of 49 U.S.C., Section 44718 and if applicable Title 14 of the Code of Federal Regulations, part 77, concerning:

| | |
|---|---|
| Structure: | Antenna Tower GA-1400 Peachtree Corners |
| Location: | Norcross, GA |
| Latitude: | 33-57-34.85N NAD 83 |
| Longitude: | 84-15-05.13W |
| Heights: | 904 feet site elevation (SE) |
| | 125 feet above ground level (AGL) |
| | 1029 feet above mean sea level (AMSL) |

This aeronautical study revealed that the structure does not exceed obstruction standards and would not be a hazard to air navigation provided the following condition(s), if any, is(are) met:

It is required that FAA Form 7460-2, Notice of Actual Construction or Alteration, be e-filed any time the project is abandoned or:

_____ At least 10 days prior to start of construction (7460-2, Part 1)
__X__ Within 5 days after the construction reaches its greatest height (7460-2, Part 2)

**See attachment for additional condition(s) or information.**
Based on this evaluation, marking and lighting are not necessary for aviation safety. However, if marking/ lighting are accomplished on a voluntary basis, we recommend it be installed in accordance with FAA Advisory circular 70/7460-1 L Change 1.

This determination expires on 02/07/2019 unless:

(a) the construction is started (not necessarily completed) and FAA Form 7460-2, Notice of Actual Construction or Alteration, is received by this office.
(b) extended, revised, or terminated by the issuing office.
(c) the construction is subject to the licensing authority of the Federal Communications Commission (FCC) and an application for a construction permit has been filed, as required by the FCC, within 6 months of the date of this determination. In such case, the determination expires on the date prescribed by the FCC for completion of construction, or the date the FCC denies the application.

NOTE: REQUEST FOR EXTENSION OF THE EFFECTIVE PERIOD OF THIS DETERMINATION MUST BE E-FILED AT LEAST 15 DAYS PRIOR TO THE EXPIRATION DATE. AFTER RE-EVALUATION OF CURRENT OPERATIONS IN THE AREA OF THE STRUCTURE TO DETERMINE THAT NO SIGNIFICANT AERONAUTICAL CHANGES HAVE OCCURRED, YOUR DETERMINATION MAY BE ELIGIBLE FOR ONE EXTENSION OF THE EFFECTIVE PERIOD.

This determination is based, in part, on the foregoing description which includes specific coordinates, heights, frequency(ies) and power. Any changes in coordinates, heights, and frequencies or use of greater power, except those frequencies specified in the Colo Void Clause Coalition; Antenna System Co-Location; Voluntary Best Practices, effective 21 Nov 2007, will void this determination. Any future construction or alteration, including increase to heights, power, or the addition of other transmitters, requires separate notice to the FAA.This determination includes all previously filed frequencies and power for this structure.

This determination does include temporary construction equipment such as cranes, derricks, etc., which may be used during actual construction of the structure. However, this equipment shall not exceed the overall heights as indicated above. Equipment which has a height greater than the studied structure requires separate notice to the FAA.

This determination concerns the effect of this structure on the safe and efficient use of navigable airspace by aircraft and does not relieve the sponsor of compliance responsibilities relating to any law, ordinance, or regulation of any Federal, State, or local government body.

A copy of this determination will be forwarded to the Federal Communications Commission (FCC) because the structure is subject to their licensing authority.

If we can be of further assistance, please contact our office at (817) 222-5928, or chris.smith@faa.gov. On any future correspondence concerning this matter, please refer to Aeronautical Study Number 2017-ASO-14873-OE.

**Signature Control No: 339183977-339980371** ( DNE )
Chris Smith
Technician

Attachment(s)
Additional Information
Case Description
Frequency Data
Map(s)

cc: FCC

**Additional information for ASN 2017-ASO-14873-OE**

FAA facilities, CLT LOC, critical to aviation safety are located 0.62NM from your proposed transmitter site. You may cause harmful interference to these facilities if you equipment meets only minimum FCC standards for spurious emissions. Before you begin any transmission from your facility, contact the FAA Charlotte SSC at the following telephone number:704-359-1049 to arrange procedures to verify that no interference is caused.

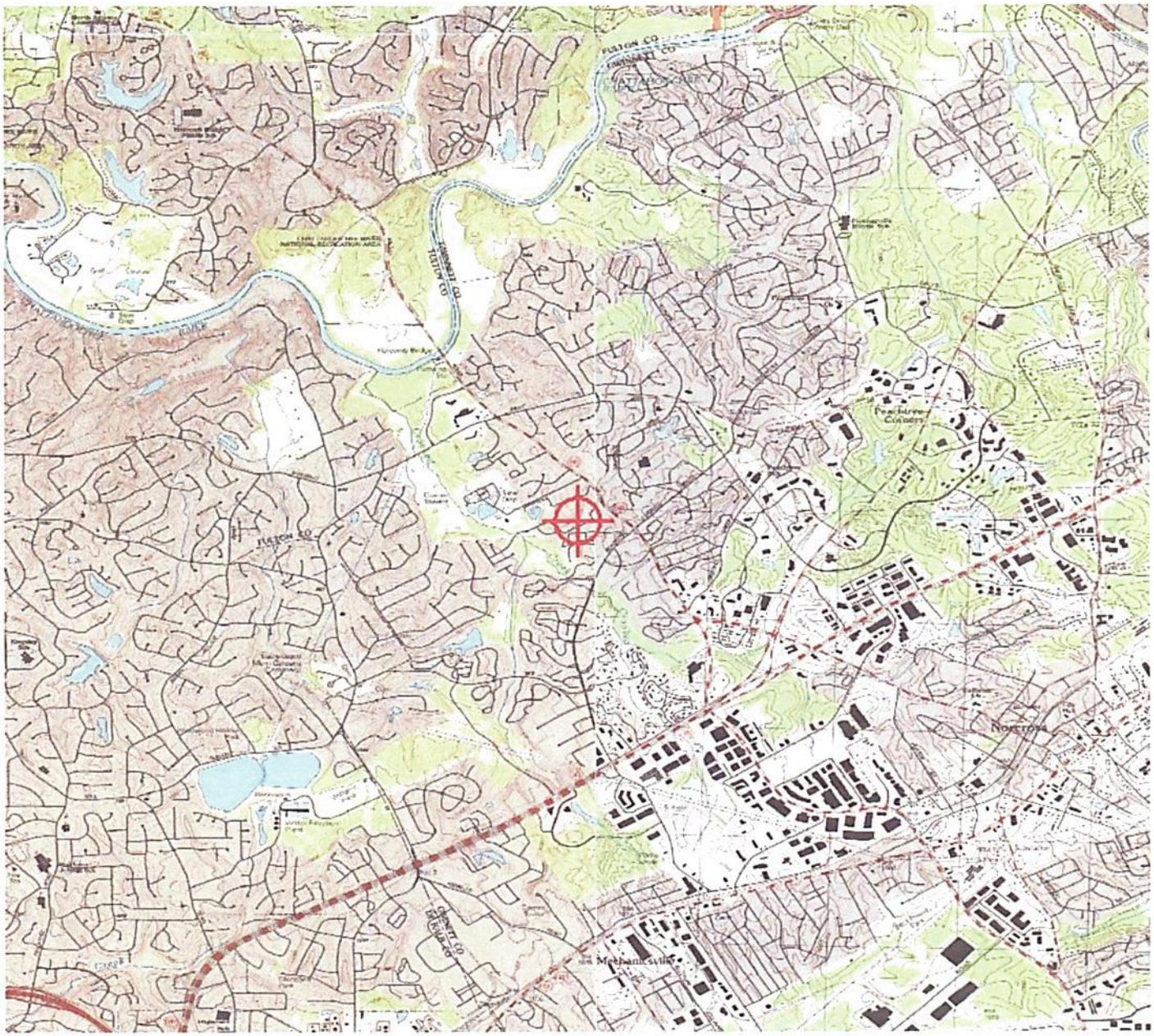
## Case Description for ASN 2017-ASO-14873-OE

Proposed new build

## Frequency Data for ASN 2017-ASO-14873-OE

| LOW FREQUENCY | HIGH FREQUENCY | FREQUENCY UNIT | ERP | ERP UNIT |
|---|---|---|---|---|
| 698 | 806 | MHz | 1000 | W |
| 806 | 824 | MHz | 500 | W |
| 824 | 849 | MHz | 500 | W |
| 851 | 866 | MHz | 500 | W |
| 869 | 894 | MHz | 500 | W |
| 896 | 901 | MHz | 500 | W |
| 901 | 902 | MHz | 7 | W |
| 930 | 931 | MHz | 3500 | W |
| 931 | 932 | MHz | 3500 | W |
| 932 | 932.5 | MHz | 17 | dBW |
| 935 | 940 | MHz | 1000 | W |
| 940 | 941 | MHz | 3500 | W |
| 1850 | 1910 | MHz | 1640 | W |
| 1930 | 1990 | MHz | 1640 | W |
| 2305 | 2310 | MHz | 2000 | W |
| 2345 | 2360 | MHz | 2000 | W |

# TOPO Map for ASN 2017-ASO-14873-OE



POINT TO POINT LAND SURVEYORS, INC.
1010 Pennsylvania Avenue
McDonough, GA 30253
(p) 678.565.4440 (f) 678.565.4497
info@pointtopointsurvey.com
www.P2PLS.com

## FAA 1-A SURVEY CERTIFICATION

**Applicant:** **APC Towers**
3000 Aerial Center Parkway, Suite 110
Morrisville, NC 27560

**Site Name:** **"Peachtree Corners"**
**Site Number:** **GA-1400 / 9AT3062**

**Horizontal Datum Source:**
☐ Ground survey ☒ GPS survey

**Vertical Datum Source:**
☒ NAVD 88 ☐ NGVD 29 ☐ GPS survey

**Structure Type:**
☒ New Tower ☐ Existing Tower ☐ Roof Top ☐ Water Tank ☐ Smokestack

**CENTER OF PROPOSED LEASE AREA:**

**Latitude:** 33°57'34.85" NAD 83
**Longitude:** -84°15'05.13" NAD 83
**Ground Elevation:** 901.7 feet AMSL NAVD 88

**CERTIFICATION:** I certify that the latitude of 33°57'34.85" and the longitude of -84°15'05.13" are accurate to within +/- 20 feet horizontally, and that the site elevation of 901.7 feet AMSL is accurate to within +/- 3 feet vertically. The horizontal datum (coordinates) are based on the North American Datum of 1983 (NAD 83) and are expressed in degrees, minutes and seconds to the nearest hundredth of a second. The vertical datum (heights) are based on the North American Vertical Datum of 1988 (NAVD 88) and are determined to the nearest tenth of a foot.

**Surveyor Signature/Seal:** _____ 8-15-17 **(SEAL)**
**Printed Name:** Charles Lee Iner
**Professional Surveyor #:** 2966
**Company:** Point to Point Land Surveyors, Inc
**Phone:** 678-565-4440
**Date:** August 15, 2017

GEORGIA REGISTERED No. 2966 LAND SURVEYOR CHARLES LEE INER

G170252_1A Letter.doc

# OPTION AND GROUND LEASE AGREEMENT

THIS OPTION AND GROUND LEASE AGREEMENT ("*Agreement*") is made and entered into as of this 18 day of May, 2017 (the "*Effective Date*"), by and between **LANDMARK CHRISTIAN CHURCH**, a Georgia non-profit corporation ("*Lessor*"); and **APC TOWERS II, LLC**, a Delaware limited liability company ("*Lessee*").

## Recitals

WHEREAS, Lessor is the owner of that certain parcel of land located at 3387 Holcomb Bridge Rd., Norcross, also identified as Property ID R6305 016, in the County of Gwinnett, State of Georgia, as more specifically described on **Exhibit A** hereto (the "*Property*"); and

WHEREAS, Lessor desires to grant to Lessee, and Lessee desires to obtain from Lessor an option to lease from Lessor a portion of the Property comprised of approximately 100' x 100' (10,000 square feet) of ground space (the "*Premises*"), together with easements for ingress and egress and the installation and maintenance of utilities (the easements collectively referred to as the "*Easements*") both being approximately located as shown on **Exhibit B** (the Premises and the Easements are collectively referred to herein as the "**Site**"), for the purpose of establishing and maintaining a communications facility for Lessee's use and that of its subtenants, licensees and customers.

## Agreement

NOW, THEREFORE, in consideration of the foregoing premises, the mutual covenants and promises contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Lessor and Lessee agree as follows.

1. **Option to Lease.**

(a) In consideration of the payment of (the "*Option Fee*") by Lessee to Lessor, Lessor hereby grants to Lessee an exclusive and irrevocable option to lease the Premises and use the Easements on the terms and conditions set forth herein below (the "*Option*"). The Option has a term of 12 months, commencing on the Effective Date and ending as of midnight on the date before the first anniversary of such date (the "*Option Period*"). Lessee has the right to extend the Option for two additional terms of 12 months each (each an "*Extended Option Period*"). The Option will automatically be extended for each Extended Option Period unless Lessee provides Lessor with written notice of Lessee's intent not to extend the Option. Lessee will pay Lessor an additional payment (each an "*Additional Option Fee*") of within 30 days of the commencement of each Extended Option Period. The Additional Option Fees paid by Lessee will be credited in full against the Rent payable to Lessor if this Option is exercised by Lessee.

(b) During the Option Period, each Extended Option Period and the Term, Lessor agrees to cooperate with Lessee in obtaining, at Lessee's expense but for no additional consideration payable to Lessor, all licenses and permits or authorizations required for Lessee's use of the Site from all applicable government and/or regulatory entities (the "*Government Approvals*"). Lessor hereby irrevocably appoints Lessee or Lessee's agent as Lessor's agent to file applications on behalf of Lessor with federal, state and local governmental authorities which applications relate to Lessee's use of the Site, including but not limited to land use and zoning applications. During the Option Period, each Extended Option Period and the Term, Lessor agrees to cooperate with Lessee, at no cost to Lessor but for no additional consideration payable to Lessor, to obtain a title report, zoning approvals and variances, conditional-use permits and perform surveys, soils tests, perform RF engineering studies and other engineering procedures or environmental investigations on,

under and over the Property, necessary to determine whether Lessee's use of the Site will be compatible with the Lessee's engineering specifications, intended use, system design, operations and Government Approvals. During the Option Period, each Extended Option Period and the Term, Lessor agrees to provide Lessee, at no cost to Lessor but for no additional consideration payable to Lessor, with any documents, materials or other instruments required or requested for Lessee to secure a title policy for the Site, which may include, among others, and each as applicable, the following: (i) a certified copy of the formation documents of Lessor and all amendments thereto from the state in which Lessor is organized; (ii) a certificate of good standing for the Lessor issued by the state where the Lessor is organized, not dated later than five (5) business days from the date requested by Lessee; (iii) a true and complete copy of the names of any shareholders, members or partners of the Lessor; (iv) true and complete copy of any operating agreement, partnership agreement, bylaws or similar document and all amendments thereto together certified as accurate and complete by an officer, director, partner, member or manager of Lessor; (v) a copy of the authorizing resolutions or consent of Lessor's governing body authorizing Lessor to enter into, comply with and perform under this Agreement; and (vi) such other documents that may be reasonably required or requested. Lessor's provision of the foregoing documents, materials or other instruments required for Lessee to secure a title policy for the Site shall be a prerequisite for the payment of any Rent or other monetary amounts payable by Lessee under this Agreement, and notwithstanding anything to the contrary herein and in addition to Lessee's rights and remedies otherwise provided in this Agreement, Lessee shall have no obligation to make any rental or other payments to Lessor until such items have been supplied to Lessee to the reasonable satisfaction of Lessee and Lessee's title insurer.

(c) During the Option Period and any Extended Option Period, Lessee may exercise the Option by written notice to Lessor.

**2. Premises.** Subject to the terms and conditions of this Agreement, upon Lessee's exercise of the Option Lessor hereby leases to Lessee and Lessee hereby leases from Lessor the Premises together with the use of the Easements for the construction, modification, operation and maintenance of the Telecommunications Facilities (as defined in Section 7(a)).

**3. Permitted Use.** The Site may be used by Lessee for the construction, modification, operation, maintenance, repair, replacement and removal of the Telecommunications Facilities (the "***Permitted Use***"). Lessor may not commit any action or omission that would adversely affect the status of the Site with respect to the Permitted Use.

**4. Term.** The initial term of this Agreement ("***Initial Term***") is five (5) years, beginning on the date Lessee exercises the Option ("***Commencement Date***"), and expiring as of midnight on the day prior to the fifth (5th) anniversary of the Commencement Date. Lessee has the right to extend the term of Agreement for seven (7) additional five (5) year terms (each a "***Renewal Term***"). Each Renewal Term will be on the same terms and conditions set forth in this Agreement. This Agreement will automatically renew for each successive Renewal Term unless Lessee notifies Lessor in writing of Lessee's intention not to renew the Term at least 30 days prior to the expiration of the then current Term. The Initial Term and Renewal Terms are collectively referred to herein as the "***Term***".

**5. Rent.** Lessee shall pay Lessor an initial monthly rent of ("***Rent***"). The Rent is due and payable in advance on the first day of each month during the Term commencing as of the Rent Commencement Date. The "***Rent Commencement Date***" is the earlier of (i) the date of issuance of a certificate of completion (or comparable certificate) from the applicable governmental authority for the Telecommunications Facilities or (ii) 90 days from the Commencement Date. Rent will be prorated for any partial months, including the months in which the Rent Commencement Date and the expiration or termination of the Term occur. As a condition precedent to Lessee's obligation to remit any payments provided for under this Agreement, Lessor (as well as any successor to Lessor's interest in this Agreement or to such payments) agrees to provide Lessee with a completed IRS Form W-9 upon

execution of this Agreement and at such other times as may be reasonably requested by Lessee, including any change in Lessor's name or address. If Lessee elects to remit payments payable under this Agreement by electronic funds transfer, Lessor agrees to provide to Lessee bank routing information for such purpose upon request of Lessee. The Rent will increase annually as of each anniversary of the Commencement Date, by an amount equal to of the Rent in effect immediately prior to the increase.

**6. Interference.** Lessor may not use, nor may Lessor permit its tenants, licensees, employees, invitees or agents to use any portion of the Property in any way that interferes with Lessee's Permitted Use of the Site. Such interference will be a material breach of this Agreement by Lessor and Lessor shall have the responsibility to terminate the interference immediately upon written notice from Lessee. Anything to the contrary in this Agreement notwithstanding, the cure periods provided for in Section 10 will not be applicable to failure by Lessor to fulfill its obligations under this Section 6. If any interference does not cease or is not rectified as soon as possible, but in no event longer than 24 hours after Lessee's written notice to Lessor, Lessor acknowledges that the continuing interference will cause irreparable injury to Lessee, as well as Lessee's sublessees and licensees, and Lessee has the right, in addition to any other rights that it may have at law or in equity, to bring action to enjoin such interference or to terminate this Lease immediately upon notice to Lessor. Lessor represents and warrants that it has not sold, leased, licensed or otherwise granted rights in the Property that in any way interfere or could reasonably be likely to interfere with Lessee's rights to use Site for the Permitted Use.

**7. Construction of Improvements.**

(a) Lessee may, from time to time during the Term, at its expense, construct, install, operate, maintain, replace, add to, upgrade and remove its (as well as its subtenants, licensees and customers) radio transmitting and receiving antennae, communications equipment, related cables, wires, conduits, air conditioning equipment and other appurtenances, as well as a tower(s) and building(s) or cabinets to house such equipment (collectively, the "***Telecommunications Facilities***"). Although the Telecommunications Facilities may become fixtures under applicable law, they will remain solely the property of Lessee and Lessee's subtenants, licensees and customers, and Lessee (and its subtenants, licensees and customers) has the right to remove any or all of them from time to time during the Term and at the expiration or earlier termination of the Term.

(b) The Telecommunications Facilities shall be initially configured as generally set forth in **Exhibit C**, subject to change by Lessee consistent with Section 7(a).

(c) Lessee is solely responsible for operations, maintenance, repair and insuring of the equipment owned, constructed and installed by Lessee on the Premises.

(d) Lessor hereby grants Lessee a non-exclusive, unimpaired landscape easement which includes the right to install vegetation and screening around the exterior of the perimeter of the Premises as necessary to meet the applicable landscaping and buffering requirements of applicable land use laws, rules and regulations, if and when such placement should ever be required (the "***Landscape Easement***").

**8. Access.** During the Term, ingress and egress to the Premises is hereby granted by Lessor to Lessee and its subtenants, licensees and customers, and each of such party's agents, contractors and subcontractors, on a 24 hours a day, 365 days per year basis. This ingress and egress shall include the nonexclusive right to and from the Premises, over and across the Property and an access way from nearby public streets and driveways and parking rights for personnel and equipment. Lessee also has a nonexclusive right of way over and across the Property as necessary for the installation, running, servicing and maintenance of electrical power and other utilities necessary to serve the Telecommunications Facilities.

**9. Utilities.**

(a) Lessee has the right to install utilities (including without limitation communications services and power) at Lessee's expense, and to improve the present utilities, if any, on the Premises. Lessee shall, wherever practical, install separate meters for utilities used on the Premises.

(b) Lessee may utilize the Easements for ingress, egress, and access to the Premises as may be required for the construction, installation and maintenance by the appropriate utility companies for the purpose of servicing the Telecommunications Facilities. In addition to Lessee and its sublessees and licensees, Lessee may grant the right to utilize the Easements to any utility servicing the Site. Lessor agrees to execute, at no cost to Lessee a utility easement between Lessor and any such utility provider, if reasonably necessary.

**10. Default**. Any breach of a material term hereof that is not cured within 30 days from receipt of written notice from the non-breaching party shall constitute a "***Default***"; provided, however, that if efforts to cure such breach are commenced within said 30 day period and thereafter diligently prosecuted to completion, such period shall be extended for a period of time not to exceed six (6) months. The foregoing notwithstanding, any monetary breach not cured within 15 days from receipt of written notice thereof from the other party shall constitute a Default by the breaching party.

**11. Termination.**

(a) In addition to other termination rights contained in this Agreement, this Agreement may be terminated upon written notice from the non-breaching party to the breaching party upon a Default and as otherwise provided in this section.

(b) Lessee may terminate this Agreement upon written notice to Lessor if Lessee determines, in Lessee's sole discretion, that the results of any studies, reports, and/or applications for Governmental Approvals contemplated under Section 1(b) of this Agreement are unacceptable.

(c) Lessee may terminate this Agreement upon 30 days prior written notice to Lessor, if (i) Lessee determines that the Premises are technologically unsuitable, in Lessee's reasonable opinion, for the operation of the Telecommunications Facilities, including but not limited to unacceptable radio signal interference and any addition, alteration or new construction on, adjacent to or in the vicinity of the Premises or the Property that blocks, either partially or totally, transmission or receiving paths used by any of the Telecommunications Facilities; (ii) any Governmental Approval that Lessee reasonably deems necessary or convenient for the construction, operation, maintenance, reconstruction, modification, addition to or removal of the Telecommunications Facilities is not, in Lessee's sole discretion, reasonably obtainable or maintainable in the future; (iii) Lessee determines, in Lessee's commercially reasonable judgment, that that the Premises cease to be economically viable as a telecommunications site; or (iv) Hazardous Substances (as defined in Section 14) are or become present on the Property in violation of Environmental Laws (as defined in Section 14).

**12. Condemnation**. If all or any part of the Premises or any portion of the Easements, or any roadway to the Premises is taken by eminent domain or other action by any governmental or quasi-governmental body having the legal right to take said lands, and if said taking in the sole discretion of Lessee renders the Premises unsuitable for its intended purpose, then at Lessee's option, Lessee may terminate this Agreement as of the date the title vests in the condemning authority. Lessor and Lessee will share in the condemnation proceeds in proportion to the values of their respective interests in the Site (which for Lessee includes, where applicable, the value of the Telecommunication Facilities, moving expenses, prepaid rent and business dislocation expenses). If Lessee does not terminate this Agreement as provided in this section, this Agreement shall remain in effect, but the Rent shall

be reduced by the amount that bears the same proportion to the Rent immediately prior to the partial taking which was applicable to the Premises immediately prior to such taking and thereafter the "Premises" will be deemed to be the remaining portion of the initial Premises.

**13. Indemnification.**

(a) Lessor, its heirs, grantees, successors, and assigns shall indemnify and defend Lessee from and against any claims, obligations, liabilities, costs, demands, damages, expenses, suits or causes of action, including costs and reasonable attorney's fees, which may arise out of (i) any injury to or death of any person; or (ii) any damage to property, if such injury, death or damage arises out of or is attributable to or results from the acts or omissions of Lessor, or Lessor's principals, employees, invitees, agents or independent contractors. Lessee, its grantees, successors, and assigns shall indemnify and defend Lessor from and against any claims, obligations, liabilities, costs, demands, damages, expenses, suits or causes of action, including costs and reasonable attorney's fees, which may arise out of (i) any injury to or death of any person; or (ii) any damage to property, if such injury, death or damage arises out of or is attributable to or results from the negligent acts or omissions of Lessee, or Lessee's employees, agents or independent contractors.

(b) If either party is entitled to indemnification and defense ("***Indemnified Party***") from the other party ("***Indemnifying Party***") pursuant to this Agreement, the Indemnified Party shall notify the Indemnifying Party promptly, in writing, of any claims by any person for which the Indemnified Party alleges that the Indemnifying Party is responsible hereunder and tender the defense of such claim to the Indemnifying Party. The Indemnified Party shall fully cooperate with the defense or settlement of such claim. The Indemnifying Party shall not be liable under this Agreement for settlements by the Indemnified Party of any claim unless the Indemnifying Party has approved the settlement in advance (such approval not to be unreasonably withheld, conditioned or delayed) or unless the defense of the claim has been tendered to the Indemnifying Party, in writing, and the Indemnifying Party has failed promptly to undertake the defense. This Section 13 shall survive the termination or expiration of this Agreement.

**14. Hazardous Substances.** Lessor represents and warrants to Lessee that Lessor: (i) is not presently engaged in, (ii) does not presently have actual knowledge of, (iii) has not at any time in the past engaged in, and (iv) has no actual knowledge that any third person or entity has engaged in or permitted any operations or activities upon, or any use or occupancy of, the Premises, or any portion of the Property, for the purpose of, or in any way involving the handling, manufacturing, treatment, storage, use, transportation, spillage, leakage, dumping, discharge or disposal (whether legal or illegal), accidental or intentional, of any hazardous substances, materials or wastes ("***Hazardous Substances***") regulated under any local, state, or federal law pertaining to the environment, public health or safety or the handling, manufacturing, treatment storage, use, transportation, spillage, leakage, dumping, discharge or disposal of Hazardous Substances ("***Environmental Laws***"). Lessor indemnifies and defends Lessee from and against any and all claims of liability under any Environmental Laws for Hazardous Substances which were handled, manufactured, treated, stored, used, transported, spilled, leaked, dumped, discharged, disposed of or otherwise introduced into the Property, except for claims arising in whole or in any part out of Lessee's use or occupancy of the Premises. The indemnity obligations contained in this Section 14 shall survive the termination or expiration of this Agreement.

**15. Insurance.** Lessee will carry during the term of the Agreement the following insurance with customary coverage and exclusions: (i) bodily injury: $1,000,000.00 for injury to any one person and $2,000,000.00 for all injuries sustained by more than one person in any one occurrence; and (ii) property damage: full replacement costs of Lessee's property. Lessee agrees to furnish Lessor with certificates of insurance certifying that Lessee has in force and effect the above specified insurance. Lessee shall have Lessor named as additional insured on all polices obtained or maintained by Lessee pursuant to this Section 15, except for workers' compensation policies. Lessor

and Lessee mutually covenant and agree that each party, in connection with insurance policies required to be furnished in accordance with the terms of this Agreement, or in connection with insurance policies which they obtain insuring such insurable interest as Lessor or Lessee may have in its own properties, whether personal or real, shall expressly waive any right of subrogation on the part of the insurer against the Lessor or Lessee as the same may be applicable, which right to the extent not prohibited or violative of any such policy is hereby expressly waived. Lessor and Lessee each agree to seek recovery based solely on insurance policies as set forth above, provided such policies are in effect, and each mutually waive all right of recovery against each other, their agents, or employees for any loss, damage or injury of any nature whatsoever to property or person except to the extent either party is required by this Agreement to carry insurance.

**16. Taxes.** Lessee shall pay any personal property taxes assessed on or attributable to the Telecommunications Facilities. Lessor shall pay when due all real property taxes and all other fees and assessments attributable to the Property, Premises and Easements. Lessee will pay to Lessor within 30 days from Lessor's request, any increase in Lessor's real property taxes which Lessor demonstrates, to Lessee's satisfaction, is directly and solely attributable to any improvements to the Site made by Lessee. If Lessor fails to pay when due any taxes affecting the Property or the Site, Lessee shall have the right, but not the obligation, to pay such taxes and (i) deduct the full amount of the taxes paid by Lessee on Lessor's behalf from future installments of Rent, or (ii) collect such taxes by any lawful means.

**17. Quiet Enjoyment, Title and Authority.**

(a) During the Term, Lessee may peaceably and quietly hold and enjoy the Premises, free from disturbance from any person claiming by, through or under Lessor, subject only to those matters of title of record as of the Effective Date.

(b) Lessor covenants and warrants to Lessee that: (i) Lessor has full right, power and authority to execute this Agreement; (ii) Lessor has good and unencumbered title to the Property, free and clear of any liens or mortgages, except those disclosed to Lessee and of record as of the Effective Date, that will not interfere with Lessee's rights to or use of the Premises; (iii) the execution and performance of this Agreement will not violate any laws, ordinances, covenants, or the provisions of any mortgage, lease, or other agreement binding on Lessor.

(c) Lessor agrees that, during the Option Period, each Extended Option Period and the Term, Lessee will have the exclusive right to lease the Property or any portion thereof from the Lessor for the operation of antennae and telecommunications facilities providing transmission and receiving facilities for wireless providers and users, and that Lessor will not grant a lease, sublease, or other license or right to use any portion of the Property, or any other adjacent property owned by Lessor, to any other party for operation of antenna and/or telecommunications facilities.

**18. Notices.**

(a) All notices hereunder must be in writing and shall be deemed validly given if sent by hand delivery, a reputable national overnight courier service (such as FedEx or United Parcel Service), or by certified mail, postage prepaid, return receipt requested, to the address shown below (or to any other address that the party to be notified may designate from time to time by written notice to the other party).

If to Lessee to: APC Towers II, LLC
3000 Aerial Center Parkway, Suite 110
Morrisville, NC 27560
Attention: David J. Pierce, Sr. VP Operations
Ref. Site ID: GA-1400

Telephone: (919) 926-9838 *(included for information purposes only and not for notices)*
Facsimile: (919) 827-4877 *(included for information purposes only and not for notices)*

If to Lessor to: Landmark Christian Church
3737 Holcomb Bridge Rd
Norcross, GA 30092
Attn: Mike Greene

Telephone: (770) 449-5956 *(included for information purposes only and not for notices)*
Email: mike@landmarkchurch.org *(included for information purposes only and not for notices)*

(b) If there is a change in ownership of the Property and Lessor's agreement is assigned to another party, then within ten (10) days of such transfer, Lessor or its successor will send copies of the documents listed below in this subsection (b) to Lessee. Until Lessee receives all such documents, Lessee shall not be responsible for any failure to make payments under this Agreement and reserves the right to hold payments due under this Agreement.

i. Old deed to Property
ii. New deed to Property
iii. Bill of Sale or Transfer
iv. Current Tax Bill
v. New IRS Form W-9
vi. Full contact (information purposes only and not for notices) for new Lessor including phone number(s)

**19. Estoppel, Non-Disturbance and Attornment.**

(a) Lessor will, from time to time, upon not less than 10 days prior written notice from Lessee, to execute and deliver to Lessee a written estoppel certificate certifying that as of the date of the certification: (i) this Agreement is a valid enforceable agreement, presently in full force and effect; (ii) whether Lessor has any knowledge of any default or breach by Lessee under any of the terms, conditions, or covenants of this Agreement; (iii) the Term (its commencement and termination dates) and the term of any option or renewal periods granted to the Lessee to extend the Term; (iv) the amount of the then-current Rent payable under the Agreement; (v) attached to the certification is a true and correct copy of the Agreement and all amendments thereto, (vi) and such other facts as Lessee or its prospective mortgagee or purchaser may request.

(b) Lessor shall obtain for Lessee from the holder of any mortgage and deed of trust now or hereafter encumbering the Property a subordination and non-disturbance agreement in the form attached hereto as **Exhibit E**, providing that so long as Lessee is not in default under this Agreement, its rights as Lessee hereunder shall not be terminated and its access to and possession of the Premises shall not be

disturbed by the mortgagee or trustee, or by any proceedings on the debt which any such mortgage or deed of trust secures, and that any sale at foreclosure shall be subject to this Agreement.

**20. Assignment**. This Agreement is freely assignable by Lessee to any other party upon written notice to Lessor, without the necessity of obtaining Lessor's consent. Upon an assignment, Lessee shall be relieved of all liabilities and obligations arising under this Agreement subsequent to the date of such assignment. Lessee, at its sole discretion, may, without any need to obtain the consent of Lessor, license or sublease all or a portion of the Site and/or the Telecommunications Facilities. Additionally, Lessee may mortgage or grant a security interest in this Agreement and the Telecommunications Facilities, and may assign this Agreement and the Telecommunications Facilities to any such mortgagees or holders of security interests including their successors and assigns (hereinafter collectively referred to as "***Secured Parties***"). If requested by Lessee, Lessor shall execute such consent to such financing as may reasonably be required by Secured Parties. In addition, if requested by Lessee, Lessor agrees to notify Lessee and Lessee's Secured Parties simultaneously of any default by Lessee and to give Secured Parties the same right to cure any default as Lessee. If a termination, disaffirmance or rejection of this Agreement by Lessee pursuant to any laws (including any bankruptcy or insolvency laws) occurs, or if Lessor shall terminate this Agreement for any reason, Lessor will give to Secured Parties prompt notice thereof and Secured Parties shall have the right to enter upon the Premises during a 30-day period commencing upon Secured Parties' receipt of such notice for the purpose of removing any Telecommunications Facilities. Lessor acknowledges that Secured Parties are third-party beneficiaries of this Agreement.

**21. Right of First Refusal; Rental Stream Offer.**

(a) From and after the Effective Date through the expiration or termination of the Term, Lessor grants Lessee a right of first refusal in connection with all requests, proposals or offers from any third party to acquire, lease or obtain an easement (or other right of way) under all or any portion of the Premises. Lessor shall provide Lessee written notice (the "***ROFR Notice***") of its receipt of such a request, proposal or offer which Lessor desires to accept. Such ROFR Notice shall describe all material terms of such request, proposal or offer and include a copy of such request, proposal or offer. Lessee will have 30 days to evaluate such request, proposal or offer and notify Lessor in writing (the "***Acceptance Notice***") if it intends to exercise its right to consummate such acquisition, lease or obtaining of easement (or other right of way) pursuant to the terms and conditions set forth in such request, proposal or offer. If Lessee fails to provide Lessor with an Acceptance Notice within such 30-day period, then Lessor may proceed with such sale, lease or grant of easement (or other right of way) to such third party as set forth in the ROFR Notice, provided that if the acquisition, lease or obtaining of easement (or other right of way) set forth in the ROFR Notice is not completed within 180 days of when Lessee notifies Lessor it does not intend to provide an Acceptance Notice (or, if no such notice is given, 180 days after the expiration of the aforementioned 30-day period), then Lessor shall not complete such transaction(s) without first providing Lessee an additional ROFR Notice pursuant to the terms of this Section 21(a), whereupon the provisions of this Section 21(a) will again apply. Notwithstanding anything to the contrary contained in this Agreement, in no event will the right of first refusal granted in this section continue beyond the expiration of 21 years from the death of the last survivor of the descendants of King George V, the late king of England. [The foregoing clause is being included herein for the purpose of complying with the rule against perpetuities, to the extent such rule is in effect in the state in which the Property is located, and preserving the validity of the right of first refusal granted in this Section 21(a).]

(b) If at any time after the date of this Agreement, Lessor receives a bona fide written offer from a third party seeking an assignment or transfer of Rent payments associated with this Agreement ("***Rental Stream Offer***") which Lessor desires to accept, Lessor will furnish Lessee with a copy of the Rental Stream Offer. Within 30 days after Lessee receives a copy of the Rental Stream Offer, Lessee may agree in writing to match the terms of the Rental Stream Offer. If Lessee chooses not to exercise this right or fails to provide written notice to Lessor within such 30 day period, Lessor may assign the right

to receive the Rent payments pursuant to the Rental Stream Offer, subject to the terms of this Agreement. If Lessor attempts to assign or transfer Rent payments without complying with this section, the assignment or transfer shall be void. Lessee shall not be responsible for any failure to make payments under this Agreement and reserves the right to hold payments due under this Agreement until Lessor complies with this section.

**22. Further Assurances**. Each party shall take all such further actions and execute all such further documents and instruments as the parties may at any time reasonably determine to be necessary or desirable to carry out and consummate the transactions contemplated by this Agreement.

**23. Waiver of Lessor's Lien.** Lessor hereby waives any and all lien rights it may have, statutory or otherwise, in and to the Telecommunications Facilities or any portion thereof, regardless of whether or not same is deemed real or personal property under applicable laws.

**24. Waiver of Damages.** Neither Lessor nor Lessee shall be responsible or liable to the other party for any loss or damage arising from any claim to the extent attributable to any acts of vandalism or for any structural or power failures or destruction or damage to the Telecommunications Facilities except to the extent caused by the negligence or willful misconduct of such party. EXCEPT AS SPECIFICALLY PROVIDED IN THIS AGREEMENT, IN NO EVENT SHALL LESSOR OR LESSEE BE LIABLE TO THE OTHER FOR, AND LESSEE AND LESSOR EACH HEREBY WAIVE THE RIGHT TO RECOVER INCIDENTAL, CONSEQUENTIAL (INCLUDING, BUT NOT LIMITED TO, LOST PROFITS, LOSS OF USE OR LOSS OF BUSINESS OPPORTUNITY), PUNITIVE, EXEMPLARY AND SIMILAR DAMAGES.

**25. Miscellaneous**.

(a) This Agreement shall extend to and bind the heirs, executors, administrators, successors and assigns of the parties hereto.

(b) This Agreement and the performance thereof shall be governed, interpreted, construed and regulated by the laws of the state or commonwealth in which the Site is located, without regard to its conflicts of laws principles.

(c) For purposes of providing constructive notice hereof and if required by applicable law, Lessor and Lessee hereby agree to execute a Memorandum or Short Form of Ground Lease Agreement in recordable form (see form attached hereto as **Exhibit D**), and Lessee shall have the same recorded in the land records of the county and state in which the Premises is located. The cost of any such recording is to be paid for solely by the Lessee.

(d) Any sale or other conveyance by the Lessor of all or part of the Site shall be under and subject to this Agreement and Lessee's rights hereunder.

(e) It is hereby mutually agreed and understood that this Agreement contains all agreements, promises and understandings between the Lessor and the Lessee and that no verbal or oral agreements, promises, or understandings shall or will be binding upon either the Lessor or Lessee in any dispute, controversy of proceeding at law, or any addition to, variation, or modification of this Agreement shall be void and ineffective unless in writing signed by the parties hereto.

(f) If either Lessor or Lessee is represented by a real estate broker in this transaction, that party is fully responsible for any fees due such broker and will hold the other party harmless from any claims for commission by such broker.

(g) This Agreement may be executed in two or more counterparts, all of which are considered one and the same agreement and become effective when one or more counterparts have been signed by each of the parties, it being understood that all parties need not sign the same counterpart.

(h) The parties agree that a scanned or electronically reproduced copy or image of this Agreement will be deemed an original and may be introduced or submitted in any action or proceeding as competent evidence of the execution, terms and existence hereof notwithstanding the failure or inability to produce or tender an original, executed counterpart of this Agreement and without the requirement that the unavailability of such original, executed counterpart of this Agreement first be proven.

(i) In the event of any dispute arising hereunder or a default by Lessor or Lessee, and if litigation is commenced, the prevailing party shall be entitled to recover from the other party all costs and expenses incurred in connection with such litigation, including, but not limited to, reasonable attorneys' fees and costs.

26. **Confidentiality.** Lessor shall not disclose to any third party the Rent payable by Lessee under this Agreement and shall treat such information as confidential, except that Lessor may disclose such information to prospective buyers, prospective or existing lenders, Lessor's affiliates and attorneys, or as may be required by law or as may be necessary for the enforcement of Lessor's rights under this Agreement. Lessor acknowledges that the disclosure of such information to any other parties may cause Lessee irreparable harm, and in the event of such disclosure, as an additional remedy, Lessee shall have the right to terminate this Agreement upon giving 30 days written notice thereof to Lessor.

**IN WITNESS WHEREOF**, the parties hereto have executed this Agreement as of the Effective Date.

**[Signatures follow on next page]**

Lessor: **LANDMARK CHRISTIAN CHURCH,**
A Georgia non-profit corporation

WITNESS/ATTEST:

_____

By: _____
Name: Michael Greene II
Title: Administrator
Date: 5/9/2017

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

**LESSOR ACKNOWLEDGMENT**

STATE OF GEORGIA :

COUNTY OF Gwinnett :

On the 9 day of May in the year 2017 before me, the undersigned, personally appeared Michael A. Greene II, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

BETHLEHEM TESHOME
MY COMMISSION EXPIRES
NOTARY
PUBLIC
OCTOBER 12, 2019
GWINNETT COUNTY, GEORGIA

_____
Bethlehem Teshome Notary Public
My Commission Expires: Oct 12, 2019.

WITNESS/ATTEST:

_____

By: _____
Name: Michael Greene II
Title: Administrator
Date: 5 9 17

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

**LESSOR ACKNOWLEDGMENT**

STATE OF GEORGIA :

COUNTY OF Gwinnett :

On the 9 day of May in the year 2017 before me, the undersigned, personally appeared Michael G. Greene II, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

BETHLEHEM TESHOME MY COMMISSION EXPIRES NOTARY PUBLIC OCTOBER 12, 2019 GWINNETT COUNTY, GEORGIA

_____
Bethlehem Teshome, Notary Public
My Commission Expires: Oct 12, 2019.

WITNESS/ATTEST:

_____

By: _____
Name: Michael Greene II
Title: Administrator
Date: 5 9 17

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

**LESSOR ACKNOWLEDGMENT**

STATE OF GEORGIA :

COUNTY OF Gwinnett :

On the 9 day of May in the year 2017 before me, the undersigned, personally appeared Michael N Greene II, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

BETHLEHEM TESHOME MY COMMISSION EXPIRES NOTARY PUBLIC OCTOBER 12, 2019 GWINNETT COUNTY, GEORGIA

Bethlehem Teshome, Notary Public
My Commission Expires: Oct 12, 2019.

Lessee:

WITNESS:

APC TOWERS II, LLC

By: _____
Name: David J. Pierce
Title: Sr. VP Operations
Date: 5/18/2017

| |
|---|
| A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document. |

## LESSEE ACKNOWLEDGMENT

STATE OF NORTH CAROLINA:

COUNTY OF WAKE:

I, F. Renee Hedstrom, a Notary Public of Durham County, North Carolina, certify that David J. Pierce personally came before me this day and acknowledged that he is the Sr. VP Operations of APC Towers II, LLC, and that he, as Sr. VP Operations, being authorized to do so, executed the foregoing on behalf of APC Towers II, LLC.

Witness my hand and official seal this the 18 day of May, 2017.

F. RENEE HEDSTROM
NOTARY PUBLIC
DURHAM COUNTY, NORTH CAROLINA

F. Renee Hedstrom, Notary Public
My Commission Expires: 12/13/2020

## EXHIBIT A

## LEGAL DESCRIPTION OF REAL PROPERTY

Legal description of the Property to be provided on new Exhibit A prior to exercise of Option per Paragraph 1(c). Initials by Lessor and Lessee at the bottom of the new Exhibit A will constitute approval.

SITUATED IN THE COUNTY OF GWINNETT, STATE OF GEORGIA:

TRACT ONE:

LYING AND BEING IN LAND LOTS 304 AND 305 OF THE 6TH DISTRICT OF GWINNETT COUNTY, GEORGIA, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT AN IRON PIN LOCATED ON THE SOUTHWESTERLY RIGHT OF WAY LINE OF HOLCOMB BRIDGE ROAD 42.29 FEET SOUTHEASTERLY AS MEASURED ALONG THE SOUTHWESTERLY RIGHT OF WAY LINE OF HOLCOMB BRIDGE ROAD FROM ITS INTERSECTION WITH THE CENTER LINE OF A BRANCH WHICH IS THE NORTHWESTERLY BOUNDARY LINE OF THE W. K. SMITH ESTATE PROPERTY; THENCE RUNNING SOUTHEASTERLY ALONG THE SOUTHWESTERLY RIGHT OF WAY LINE OF HOLCOMB BRIDGE ROAD AND FOLLOWING THE CURVATURE THEREOF 495.55 FEET TO AN IRON PIN; THENCE RUNNING SOUTH 59 DEGREES 11 MINUTES WEST ALONG THE NORTHWESTERLY RIGHT OF WAY LINE OF A SIXTY FOOT STRIP RESERVED FOR A ROAD RIGHT OF WAY, 1257.99 FEET TO AN IRON PIN; THENCE RUNNING NORTH 32 DEGREES 26 MINUTES EAT 1191.03 FEET TO AN IRON PIN LOCATED ON THE SOUTHWESTERLY RIGHT OF WAY LINE OF HOLCOMB BRIDGE ROAD AT THE POINT OF BEGINNING, AS PER PLAT OF SURVEY FOR LANDMARK CHRISTIAN CHURCH, PREPARED BY METRO ENGINEERING AND SURVEYING CO., INC., DATED AUGUST 12, 1977.

TRACT TWO:

BEGINNING AT THE POINT OF INTERSECTION OF THE WESTERLY RIGHT OF WAY LINE OF HOLCOMB BRIDGE ROAD WITH THE CENTER LINE OF A CREEK WHICH FORMS THE NORTHWESTERLY BOUNDARY OF THE PROPERTY OWNED BY THE ESTATE OF W. K. SMITH; THENCE RUNNING SOUTHERLY ALONG THE WESTERLY RIGHT OF WAY LINE OF HOLCOMB BRIDGE ROAD 42.49 FEET TO A POINT; THENCE RUNNING SOUTH 32 DEGREES 26 MINUTES WEST ALONG THE NORTHWESTERLY LINE OF LANDMARK CHRISTIAN CHURCH PROPERTY 1, 191.03 FEET TO AN IRON PIN; THENCE RUNNING SOUTH 59 DEGREES 11 MINUTES WEST ALONG THE NORTHWESTERLY SIDE OF A 60 FOOT STRIP RESERVED FOR A ROAD RIGHT OF WAY 102.38 FEET TO AN IRON PIN; THENCE RUNNING NORTH 45 DEGREES 43 MINUTES WEST 87.32 FEET TO A POINT IN THE CENTER OF A CREEK; THENCE RUNNING NORTHEASTERLY ALONG THE CENTER LINE OF SAID CREEK 1330 FEET MORE OR LESS TO THE POINT OF BEGINNING, AS PER PLAT OF SURVEY FOR LANDMARK CHRISTIAN CHURCH, PREPARED BY METRO ENGINEERING AND SURVEYING CO., INC., DATED AUGUST 12, 1977.

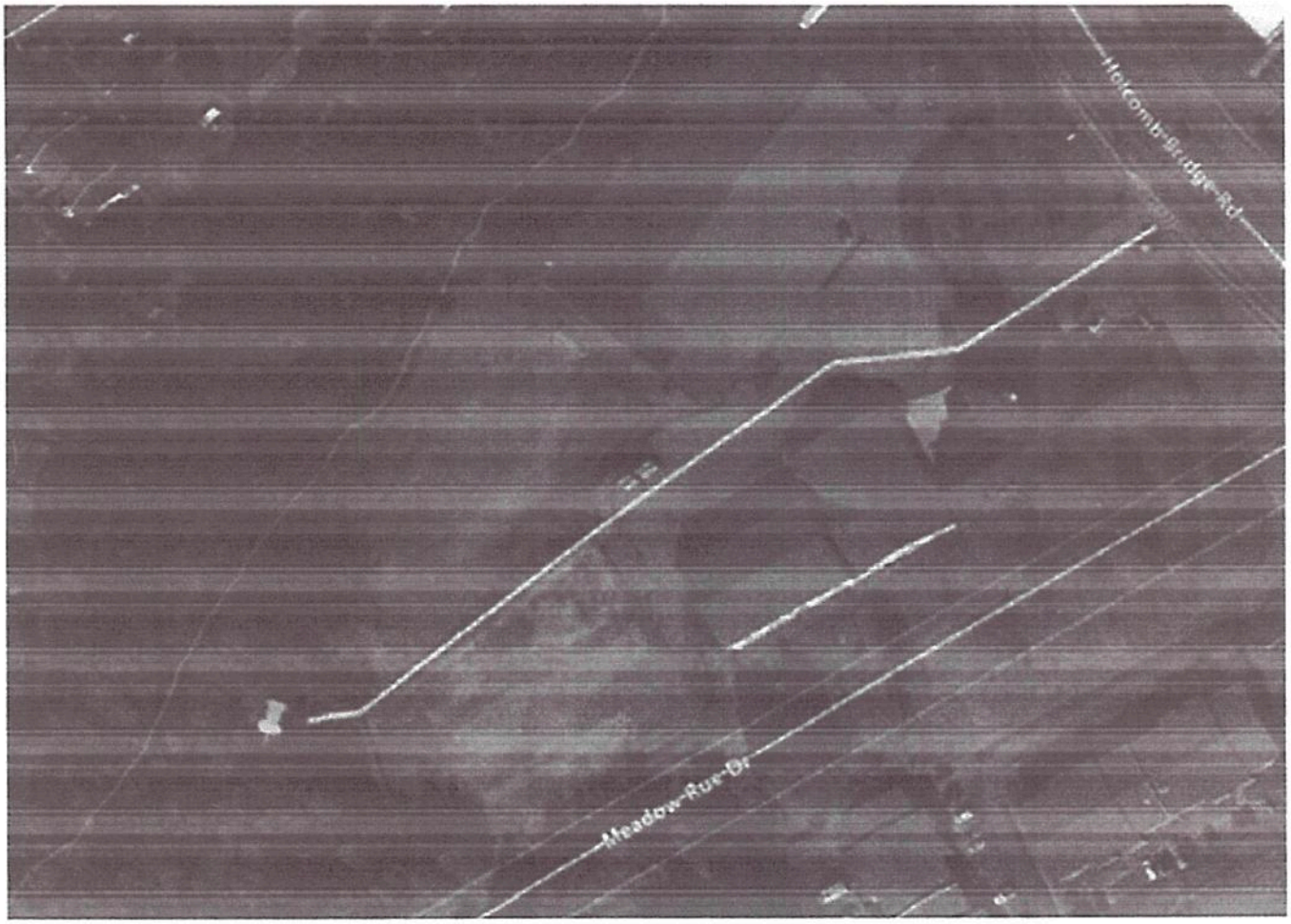
BEING THE SAME PROPERTY CONVEYED TO LANDMARK CHRISTIAN CHURCH, GRANTEE, FROM JOE P. SMITH, ADMINISTRATOR DE BONIS NON WITH THE WILL ANNEXED OF THE LAST WILL AND TESTAMENT OF W. K. SMITH, GRANTOR, BY DEED RECORDED 05/22/1979, IN BOOK 1708, PAGE 260, OF THE GWINNETT COUNTY RECORDS.

Tax ID R6305 016

## EXHIBIT B

## DESCRIPTION OF PREMISES

Legal description of the Premises and Easements may be provided on a new Exhibit B prior to exercise of Option per Paragraph 1(c). Initials by Lessor and Lessee at the bottom of the new Exhibit B will constitute approval thereof.




Notes:

1. This Exhibit may be replaced by a land survey and/or construction drawings of the Premises.
2. Any setback of the Premises from the Property's boundaries shall be the distance required by the applicable governmental authorities.
3. Width of access road shall be the width required by the applicable governmental authorities, including police and fire departments.

**EXHIBIT C**

**SITE PLAN**

**To be verified by survey prior to Exercise of Option per Paragraph 1(c).**

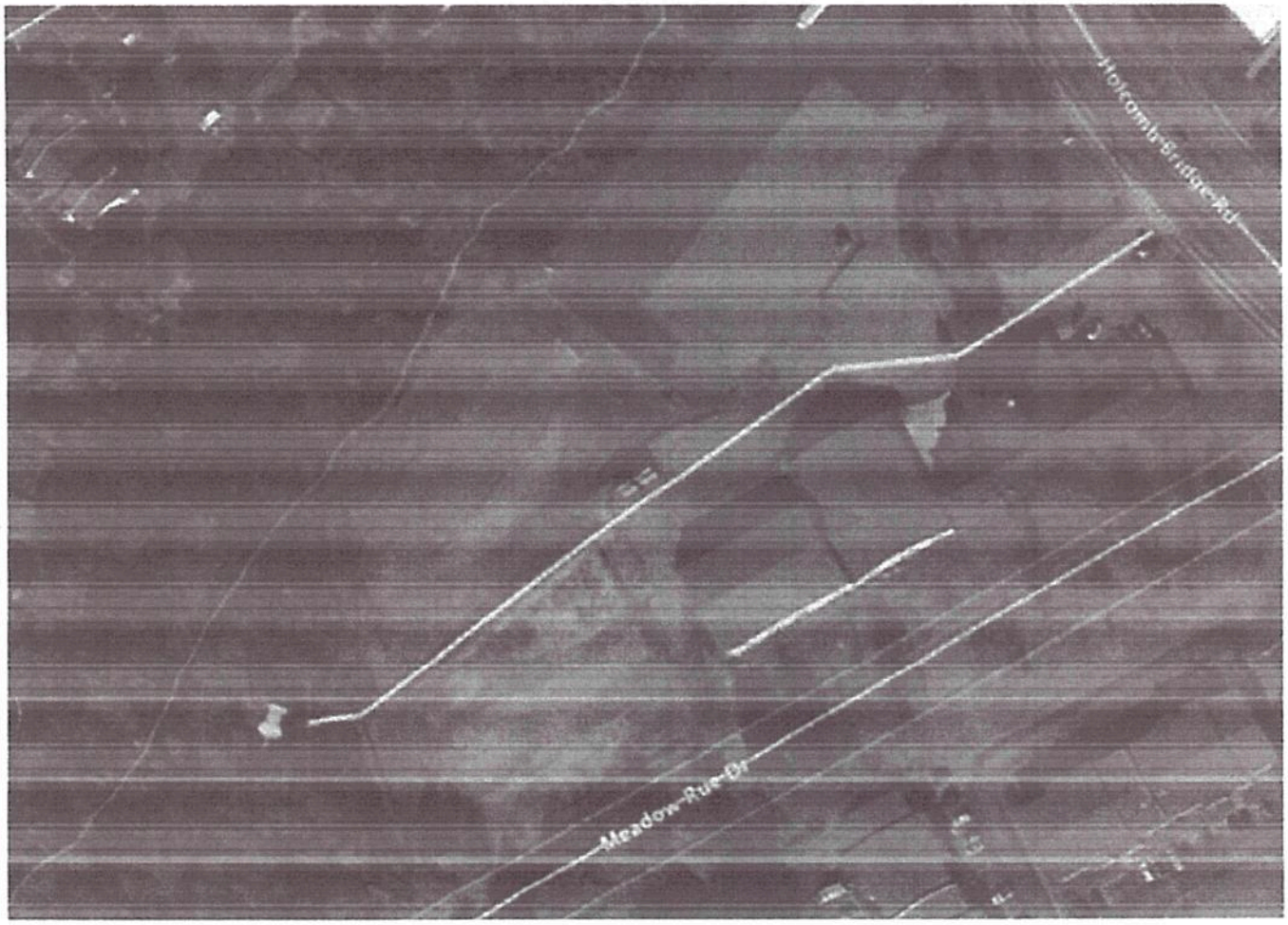


**EXHIBIT D**

**MEMORANDUM OF OPTION AND GROUND LEASE AGREEMENT**

[Follows on Next Page]

PREPARED BY AND
RECORDING REQUESTED BY
AND WHEN RECORDED MAIL TO:

APC Towers II, LLC
3000 Aerial Center Parkway, Suite 110
Morrisville, NC 27560
Attn: David J. Pierce

*(space above for Recorder's use only)*

## MEMORANDUM OF OPTION AND GROUND LEASE AGREEMENT

THIS MEMORANDUM OF OPTION AND GROUND LEASE AGREEMENT ("Memorandum"), made and entered into on this 18 day of May, 2017, by and between Landmark Christian Church, a Georgia non-profit corporation ("Lessor") whose mailing address is 3737 Holcomb Bridge Rd, Norcross, GA 30092-2730 and APC Towers II, LLC, a Delaware limited liability company ("Lessee") whose mailing address is 3000 Aerial Center Pkwy, Ste 110, Morrisville, NC 27560, is a record of that certain Option and Ground Lease Agreement ("Lease") between Lessor and Lessee dated as of May 18, 2017, which Lease contains, among other things, the following terms:

1. Description of Premises. The Lease pertains to certain real property (the "Property") and certain premises thereupon, which premises are hereinafter referred to as the "Premises." The Property is described in Exhibit A and the said Premises are shown on Exhibit B attached to this Memorandum.

2. Term. The Initial Term of the Lease is five (5) years beginning on the date of the exercise of the Option (as defined in such Lease) by Lessee to lease the Premises (the "Commencement Date").

3. Renewal Terms. Lessee has the right to extend the Term of the Lease for seven (7) successive terms of five (5) years each.

4. Subletting. Lessee has the right, at any time during the Term of this Lease, to sublet any portion of the Premises or permit any portion of the Premises to be occupied or used by subtenants, licensees or customers (including agents, contractors and subcontractors thereof) in connection with the provision of wireless communications services.

5. Right of First Refusal; Rental Stream Offer.

(a) From and after the date of the Lease through the expiration or termination of the term, Lessor has granted Lessee a right of first refusal in connection with all requests, proposals or offers from any third party to acquire, lease or obtain an easement (or other right of way) under all or any portion of the Premises. Lessor shall provide Lessee written notice (the "ROFR Notice") of its receipt of such a request, proposal or offer which Lessor desires to accept. Such ROFR Notice shall describe all material terms of such request, proposal or offer and include a copy of such request, proposal or offer. Lessee shall have 30 days to evaluate such request, proposal or offer and notify Lessor in writing (the

"Acceptance Notice") if it intends to exercise its right to consummate such acquisition, lease or obtaining of easement (or other right of way) pursuant to the terms and conditions set forth in such request, proposal or offer. If Lessee fails to provide Lessor with an Acceptance Notice within such 30-day period, then Lessor may proceed with such sale, lease or grant of easement (or other right of way) to such third party as set forth in the ROFR Notice, provided that if the acquisition, lease or obtaining of easement (or other right of way) set forth in the ROFR Notice is not completed within 180 days of when Lessee notifies Lessor it does not intend to provide an Acceptance Notice (or, if no such notice is given, 180 days after the expiration of the aforementioned 30-day period), then Lessor shall not complete such transaction(s) with first providing Lessee an additional ROFR Notice pursuant to the terms of this Lease, whereupon the foregoing provisions shall again apply.

(b) If at any time after the date of the Lease through the expiration or termination of the term, Lessor receives a bona fide written offer from a third party seeking an assignment or transfer of rent payments associated with the Lease ("Rental Stream Offer") which Lessor desires to accept, Lessor must furnish Lessee with a copy of the Rental Stream Offer. Lessee has the right within 30 days after it receives such copy to match the Rental Stream Offer and agree in writing to match the terms of the Rental Stream Offer. Such writing shall be in the form of a contract substantially similar to the Rental Stream Offer. If Lessee chooses not to exercise this right or fails to provide written notice to Lessor within such 30 day period, Lessor may assign the right to receive the rent payments pursuant to the Rental Stream Offer, subject to the terms of the Lease.

6. Ratification of Lease. By this Memorandum, the parties intend to record a reference to the Lease and do hereby ratify and confirm all of the terms and conditions of the Lease and declare that the Premises are subject to all of the applicable provisions of the Lease. In the event of a conflict between this Memorandum and the Lease, the Lease shall control.

IN WITNESS WHEREOF, Lessor and Lessee have executed this Memorandum as of the date first above written.

**[SIGNATURES AND ACKNOWLEDGMENTS APPEAR ON THE NEXT PAGES]**

LESSOR: LANDMARK CHRISTIAN CHURCH,
**A Georgia non-profit corporation**

By: _____
Name: Michael Greene II
Title: Administrator
Date: 5/9/17

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

## LESSOR ACKNOWLEDGMENT

STATE OF GEORGIA :

COUNTY OF Gwinnett :

On the 9 day of May in the year 2017 before me, the undersigned, personally appeared Michael N. Greene II, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

_____
Bethlehem Teshome, Notary Public
My Commission Expires: Oct 12, 2019.

BETHLEHEM TESHOME
MY COMMISSION EXPIRES
NOTARY
PUBLIC
OCTOBER 12, 2019
GWINNETT COUNTY, GEORGIA

By: _____
Name: Michael Greene II
Title: Administrator
Date: 5 9 17

| |
|---|
| A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document. |

**LESSOR ACKNOWLEDGMENT**

STATE OF GEORGIA :

COUNTY OF Gwinnett :

On the 9 day of May in the year 2017 before me, the undersigned, personally appeared Michael R Greene II, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

_____, Notary Public
Bethlehem Teshome
My Commission Expires: Oct 12, 2019.

BETHLEHEM TESHOME
MY COMMISSION EXPIRES
NOTARY
PUBLIC
OCTOBER 12, 2019
GWINNETT COUNTY, GEORGIA

By: _____
Name: Michael Greene II
Title: Administrator
Date: 4 9 17

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

## LESSOR ACKNOWLEDGMENT

STATE OF GEORGIA :

COUNTY OF Gwinnett :

On the 9 day of May in the year 2017 before me, the undersigned, personally appeared Michael N. Greene II, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

_____
Bethlehem Teshome, Notary Public
My Commission Expires: Oct 12, 2019.

BETHLEHEM TESHOME
MY COMMISSION EXPIRES
NOTARY
PUBLIC
OCTOBER 12, 2019
GWINNETT COUNTY, GEORGIA

**LESSEE: APC TOWERS II, LLC**
**a Delaware limited liability corporation**

By: _____
Name: David J. Pierce
Title: Sr. Vice President Operations
Date: 5/18/2017

| |
|---|
| A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document. |

**LESSEE ACKNOWLEDGMENT**

STATE OF NORTH CAROLINA:

COUNTY OF WAKE:

I, F. Renee Hedstrom, a Notary Public of Durham County, North Carolina, certify that David J. Pierce personally came before me this day and acknowledged that he is the Sr. VP Operations of APC Towers II, LLC, and that he, as Sr. VP Operations, being authorized to do so, executed the foregoing on behalf of APC Towers II, LLC.

Witness my hand and official seal this the 18 day of May, 2017.

F. Renee Hedstrom, Notary Public
My Commission Expires: 12/13/2020

F. RENEE HEDSTROM
NOTARY PUBLIC
DURHAM COUNTY, NORTH CAROLINA

## EXHIBIT A TO MEMORANDUM OF OPTION AND GROUND LEASE AGREEMENT

### LEGAL DESCRIPTION OF REAL PROPERTY

Legal description of the Property to be provided on new Exhibit A to Memorandum of Option and Ground Lease Agreement prior to exercise of Option per Paragraph 1(c). Initials by Lessor and Lessee at the bottom of the new Exhibit A to Memorandum of Option and Ground Lease Agreement will constitute approval.

SITUATED IN THE COUNTY OF GWINNETT, STATE OF GEORGIA:

TRACT ONE:

LYING AND BEING IN LAND LOTS 304 AND 305 OF THE 6TH DISTRICT OF GWINNETT COUNTY, GEORGIA, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT AN IRON PIN LOCATED ON THE SOUTHWESTERLY RIGHT OF WAY LINE OF HOLCOMB BRIDGE ROAD 42.29 FEET SOUTHEASTERLY AS MEASURED ALONG THE SOUTHWESTERLY RIGHT OF WAY LINE OF HOLCOMB BRIDGE ROAD FROM ITS INTERSECTION WITH THE CENTER LINE OF A BRANCH WHICH IS THE NORTHWESTERLY BOUNDARY LINE OF THE W. K. SMITH ESTATE PROPERTY; THENCE RUNNING SOUTHEASTERLY ALONG THE SOUTHWESTERLY RIGHT OF WAY LINE OF HOLCOMB BRIDGE ROAD AND FOLLOWING THE CURVATURE THEREOF 495.55 FEET TO AN IRON PIN; THENCE RUNNING SOUTH 59 DEGREES 11 MINUTES WEST ALONG THE NORTHWESTERLY RIGHT OF WAY LINE OF A SIXTY FOOT STRIP RESERVED FOR A ROAD RIGHT OF WAY, 1257.99 FEET TO AN IRON PIN; THENCE RUNNING NORTH 32 DEGREES 26 MINUTES EAT 1191.03 FEET TO AN IRON PIN LOCATED ON THE SOUTHWESTERLY RIGHT OF WAY LINE OF HOLCOMB BRIDGE ROAD AT THE POINT OF BEGINNING, AS PER PLAT OF SURVEY FOR LANDMARK CHRISTIAN CHURCH, PREPARED BY METRO ENGINEERING AND SURVEYING CO., INC., DATED AUGUST 12, 1977.

TRACT TWO:

BEGINNING AT THE POINT OF INTERSECTION OF THE WESTERLY RIGHT OF WAY LINE OF HOLCOMB BRIDGE ROAD WITH THE CENTER LINE OF A CREEK WHICH FORMS THE NORTHWESTERLY BOUNDARY OF THE PROPERTY OWNED BY THE ESTATE OF W. K. SMITH; THENCE RUNNING SOUTHERLY ALONG THE WESTERLY RIGHT OF WAY LINE OF HOLCOMB BRIDGE ROAD 42.49 FEET TO A POINT; THENCE RUNNING SOUTH 32 DEGREES 26 MINUTES WEST ALONG THE NORTHWESTERLY LINE OF LANDMARK CHRISTIAN CHURCH PROPERTY 1, 191.03 FEET TO AN IRON PIN; THENCE RUNNING SOUTH 59 DEGREES 11 MINUTES WEST ALONG THE NORTHWESTERLY SIDE OF A 60 FOOT STRIP RESERVED FOR A ROAD RIGHT OF WAY 102.38 FEET TO AN IRON PIN; THENCE RUNNING NORTH 45 DEGREES 43 MINUTES WEST 87.32 FEET TO A POINT IN THE CENTER OF A CREEK; THENCE RUNNING NORTHEASTERLY ALONG THE CENTER LINE OF SAID CREEK 1330 FEET MORE OR LESS TO THE POINT OF BEGINNING, AS PER PLAT OF SURVEY FOR LANDMARK CHRISTIAN CHURCH, PREPARED BY METRO ENGINEERING AND SURVEYING CO., INC., DATED AUGUST 12, 1977.

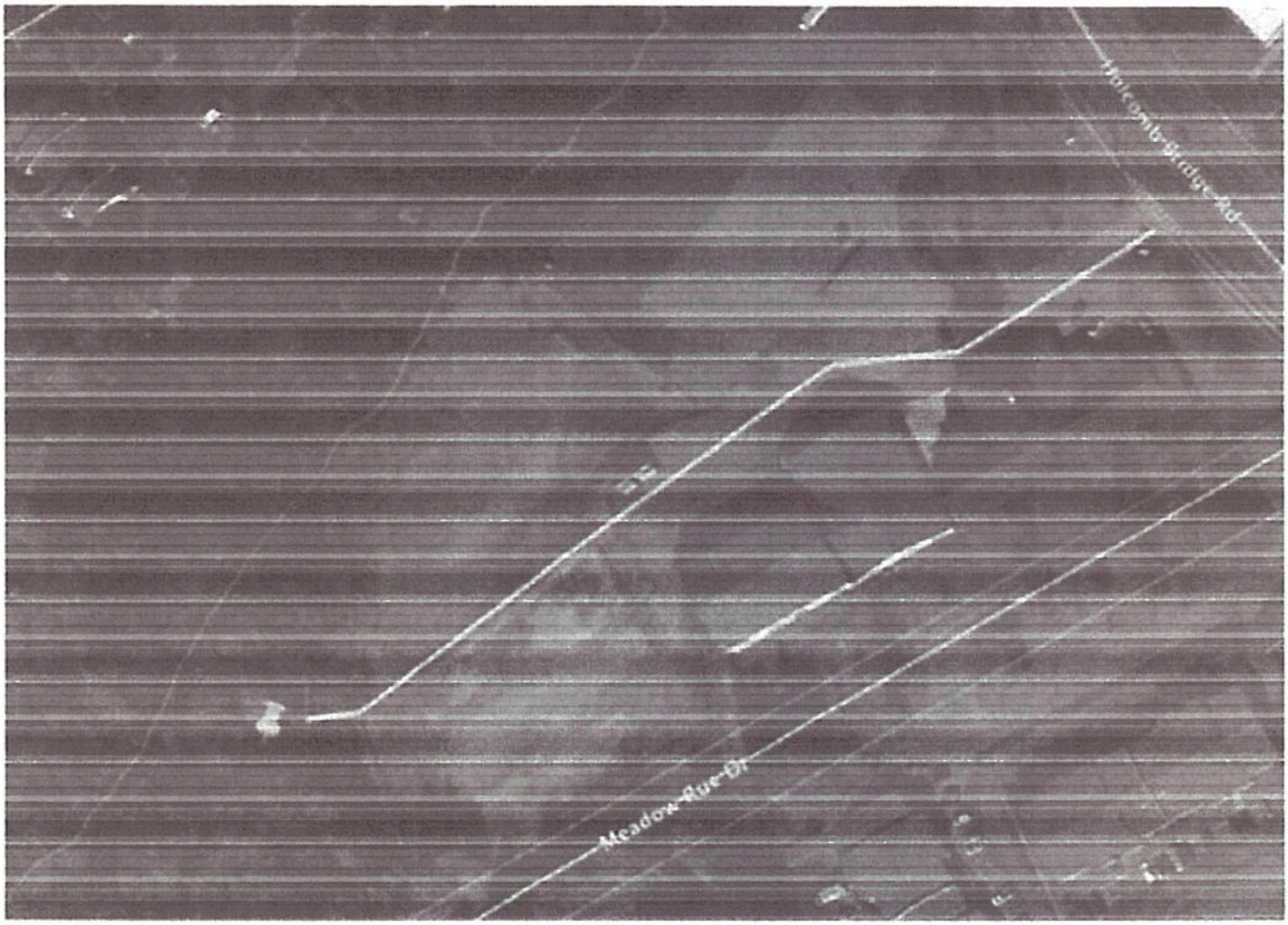
BEING THE SAME PROPERTY CONVEYED TO LANDMARK CHRISTIAN CHURCH, GRANTEE, FROM JOE P. SMITH, ADMINISTRATOR DE BONIS NON WITH THE WILL ANNEXED OF THE LAST WILL AND TESTAMENT OF W. K. SMITH, GRANTOR, BY DEED RECORDED 05/22/1979, IN BOOK 1708, PAGE 260, OF THE GWINNETT COUNTY RECORDS.

Tax ID R6305 016

## EXHIBIT B TO MEMORANDUM OF OPTION AND GROUND LEASE AGREEMENT

### DESCRIPTION OF PREMISES

Legal description of the Premises and Easements may be provided on a new Exhibit B to Memorandum of Option and Ground Lease Agreement prior to exercise of Option per Paragraph 1(c). Initials by Lessor and Lessee at the bottom of the new Exhibit B to Memorandum of Option and Ground Lease Agreement will constitute approval thereof.




Notes:

1. This Exhibit may be replaced by a land survey and/or construction drawings of the Premises.
2. Any setback of the Premises from the Property's boundaries shall be the distance required by the applicable governmental authorities.
3. Width of access road shall be the width required by the applicable governmental authorities, including police and fire departments.

## EXHIBIT E

## SUBORDINATION AND NON-DISTURBANCE AGREEMENT

[Follows on Next Page]

# O2017-11-105

**STATE OF GEORGIA** **ORDINANCE 2017-11-105**
**GWINNETT COUNTY**

**AN ORDINANCE TO AMEND THE CITY OF PEACHTREE CORNERS ZONING MAP PURSUANT TO RZ2017-003/ V2017-008, HOLCOMB BRIDGE ROAD TOWNHOMES, REQUEST TO REZONE A 2.16-ACRE PARCEL FROM C-1 TO R-TH ALONG WITH ASSOCIATED VARIANCES TO ACCOMMODATE A NEW 17-UNIT TOWNHOME DEVELOPMENT AT 3926 HOLCOMB BRIDGE ROAD, DIST. 6, LAND LOT 313, PEACHTREE CORNERS, GA.**

**WHEREAS:** Notice to the public regarding said rezoning 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 November 20, 2017 and December 19, 2017;

**NOW THEREFORE, IT IS HEREBY ORDAINED** by the governing authority of the City of Peachtree Corners, Georgia while in Regular Session on December 19, 2017 that Zoning Case RZ2017-003/ V2017-008, Holcomb Bridge Townhomes, is hereby approved for the above referenced property with the following enumerated conditions:

1. The site development shall not exceed 17 single-family townhomes with a minimum 2-car attached garage and a minimum unit width of 24-feet.
2. The property shall be developed in general conformance with the site plan prepared by O'Leary Design Group dated October 2, 2017, and submitted with this application with revisions to meet these conditions and the requirements of all city codes and ordinances.
3. That the side yard setback is reduced to 25-feet on the north (side) property line, 20-feet on the south (side) property line, and that encroachment is permitted into the 50-foot front setback to accommodate a portion of one townhouse at the northwest corner of the property.
4. Building elevations shall be in general conformance with the renderings prepared by O'Leary Design Group dated October 2, 2017, and submitted with this application with revisions, as needed, to be submitted to the Community Development Director for review and approval.
5. The green space at the front center of the development shall be used and maintained as landscaped, common, open space with at least one amenity feature provided. An amenity area plan, that includes a landscape plan, is required to be submitted and shall be subject to the review and approval of the Community Development Director.
6. Development shall include no more than one driveway on Holcomb Bridge Road, aligned with Primrose Hill Court directly across Holcomb Bridge Road.
7. Provide sidewalks as shown on the conceptual site plan.
8. If required by City Engineer or GDO, Development plans shall incorporate roadway improvements such as a deceleration lane.
9. A 50-foot wide landscaped strip shall be provided along the Holcomb Bridge Road frontage, allowing for the one townhouse encroachment detailed above, and shall include a decorative fence/wall and entrance monument to be approved by Staff.

VOTE: □Y □N □A Sadd / □Y □N □A Christ / □Y □N □A Wright / □Y □N □A Mason / □Y □N □A Aulbach / □Y □N □A Christopher / □Y □N □A Gratwick

10. Interior streets shall be private and maintained by the Homeowners Association.
11. Existing trees in buffers shall be preserved and buffers shall be enhanced with additional trees where sparse.

Effective this 19th day of December, 2017.

So Signed and Witnessed Approved:

this _____day of _____, 2017
Attest:

_____ _____
Kymberly Chereck, City Clerk Mike Mason, Mayor

VOTE:□Y□N□A Sadd / □Y□N□A Christ / □Y□N□A Wright / □Y□N□A Mason / □Y□N□A Aulbach / □Y□N□A Christopher / □Y□N□A Gratwick

# O2017-11-106

**STATE OF GEORGIA** **ORDINANCE 2017-11-106**
**GWINNETT COUNTY**

**AN ORDINANCE TO AMEND THE CITY OF PEACHTREE CORNERS ZONING MAP PURSUANT TO RZ2017-004/ CIC2017-004, ROBERTS PROPERTIES, REQUEST TO REZONE TWO PARCELS CONSISTING OF 4.4 ACRES FROM C-2 TO MUD ALONG WITH ASSOCIATED CHANGE IN CONDITIONS TO ACCOMMODATE A NEW MIXED-USE DEVELOPMENT AT 4936 PEACHTREE CORNERS CIRCLE AND 5246 PEACHTREE PARKWAY, DIST. 6, LAND LOT 301, PEACHTREE CORNERS, GA.**

**WHEREAS:** Notice to the public regarding said rezoning 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 November 20, 2017 and December 19, 2017;

**NOW THEREFORE, IT IS HEREBY ORDAINED** by the governing authority of the City of Peachtree Corners, Georgia while in Regular Session on December 19, 2017 that Zoning Case RZ2017-004/ CIC2017-004, Roberts Properties, is hereby approved for the above referenced property with the following enumerated conditions:

**<u>New Conditions</u>:**

1. **Residential development on the site shall be limited to the following:**
   a. **Townhomes not to exceed 12 units per acre and 4 stories in height.**
   b. **Assisted living facility not to exceed 4 stories in height.**

2. **Hotel development on the site shall be limited to the Indigo brand or comparable, as approved by the City Council.**

3. **Hotel construction shall be underway (foundation must have passed inspection) before residential building permit is issued.**

4. **Encroachment into the 50ft. undisturbed buffer and 75 ft. impervious stream setback line shall be permitted for the installation of a reinforced pervious slope and minor building intrusions along the northern property line.**

5. **Developer shall be responsible for deceleration lane or other project related right-of-way improvements if determined to be necessary by GDOT and Peachtree Corners' Public Works Director.**

6. **The developer shall be responsible for providing and funding a pedestrian access from the developer's property to the stream and over the stream in a manner and at a location approved by the Downtown Development Authority.**

VOTE: □Y □N □A Sadd / □Y □N □A Christ / □Y □N □A Wright / □Y □N □A Mason / □Y □N □A Aulbach / □Y □N □A Christopher / □Y □N □A Gratwick

7. **The landscape strip along the property's Peachtree Parkway frontage shall be planted with a single row of hardwood trees at least 12 ft. in height at installation and spaced 25 ft. on center. In addition, a staggered, double row of evergreen shrubs at least 3 feet in height at the time of installation shall also be planted along the property's Peachtree Parkway frontage with spacing to be determined by staff so that such plant material screens the adjacent parking lot to the greatest extent possible from Peachtree Parkway's vehicle views.**

8. **Architectural elevations for the hotel and retail building shall be substantially similar to the drawings submitted on October 2, 2017. Additionally:**
   a. **Exterior building materials shall be primarily brick or stone on all building sides.**
   b. **Planters with vegetation approved by the City's Arborist shall be placed along the building exterior or, as an alternate, climbing plant material shall be installed at the base of the buildings or next to trellises or arbors.**
   c. **All mechanical equipment (roof top and on the ground) shall be screened from ground view.**

9. **Architectural elevations for residential buildings shall be primarily brick or stone with stucco accents on all sides. Roof material shall consist of slate, tile or architectural shingle with a slate or tile appearance.**

10. **Buildings located on external roadways must face, or appear to face, that roadway.**

11. **One centrally located public gathering area shall be provided. The size of the space shall be at least 2875 sq. ft. (1.5% of the project acreage)**

12. **Pursuant to condition DD of Ord. 2015-03-41, a 5- ft. high wooden screening fence and single row of evergreen shrubs shall be installed immediately along the Peachtree Corners Circle side of the property.**

13. **Permitted Commercial Uses: Retail, Cinema with dining, bakery and confectionary, Music venue, Performing Arts venue, boutique hotel, C-1 and C-2 permitted uses except as noted in Prohibited Uses, below, and Restaurant uses as follows:**
    a) **Chef-driven dining concepts; local chain restaurants; regional chain restaurants; and national chain restaurants**
    b) **National chain restaurants cannot exceed 50% of the total number of all restaurants**
    c) **Local chain restaurants, regional chain restaurants, and national chain restaurants, combined, cannot exceed 85% of the total number of all restaurants**

**d) No more than two restaurants shall be permitted in any food category (i.e. Mexican, Thai, French)**

**e) The Community Development Director shall determine compliance with requirements b), c), and d) listed above.**

**<u>Previous Conditions:</u>**

**14. Prohibited Commercial Uses: Animal hospitals or veterinary clinics; retail bank (ATM permitted); tattoo and piercing parlors; adult bookstores or entertainment (general bookstores selling adult books on an incidental basis permitted); fast food restaurants with or without drive-thru window (pick-up/to go windows at non-fast food restaurants permitted); automotive related uses such as car wash or automotive parts store; billboards; building, electrical or plumbing contractors; funeral homes or mausoleums; crematory; furniture rental establishments; convenience food stores with or without fuel pumps, emission inspection stations; equipment rental; extended stay and limited service hotels; laundry or dry cleaning establishments; liquor stores, (specialty beer or specialty wine store permitted); plant nursery sales facility; recreation or fitness facilities which exceed 3500 square feet); industrial uses, automotive service stations with or without fuel pumps; building material sales with outdoor storage, taxi cab or limousine services; pest control businesses; pet shops or pet grooming establishments, (pet supplies store permitted); mattress store; nail salon; day care facility; driving school; discount stores; grocery store (gourmet and specialty food store permitted); second run movie theater; lottery ticket sales; tobacco products store; phone stores; precious metals store (jewelry store permitted); clothing resale stores; auto repair shops or tire stores; contractors offices or the outside storage of equipment or materials, heavy equipment and farm equipment sales and service and truck rental; mini-warehouse storage facilities; mobile home or mobile building leasing or sales lots; no outdoor storage of any type; lounges; and any temporary uses.**

**14. Drive-through businesses shall be prohibited.**

**15. Abide by all requirements of Section 1315 (Activity Center/Corridor Overlay District).**

**16. Bicycle racks shall be provided within the development in accordance with the overlay standards.**

**17. Provide internal access to any outparcel development. No direct access to Peachtree Parkway other than one driveway shown on the submitted plan and located directly behind the Chase Bank property.**

**18. No billboards are permitted.**

**19. Dumpsters shall be screened by an opaque decorative wall, at least six (6) feet in height, which will coordinate with the building architecture, and with a gated entry. Pick-up for dumpsters shall be limited to between the hours of 8:00 a.m. and 6:00 p.m.**

**20. All street or walkway pavers internal to the development shall be of brick, stone, or paving material comparable in appearance and be limited to grey or natural-tone colors, which will coordinate with building architecture.**

**21. Provide landscaped islands through the parking area, including a minimum ten-foot wide landscaped island at the end of each parking bay and a minimum six-foot wide landscaped island for each 225-feet of continuous bay length, or alternate plan as may be approved by the Community Development Director.**

**a. Provide or relocate and reconstruct sidewalks, as required, a minimum of five feet in width adjacent to Peachtree Parkway (U.S. Hwy. 141) and Peachtree Corners Circle. Sidewalks may meander along these roads where feasible and per DOT approval. Provide internal sidewalks connecting office, retail, and outparcel development. Submit pedestrian access plan for review and approval of the Community Development Director.**

**22. Outdoor lighting shall be contained in cut-off type luminaries and shall be directed in toward the property so as not to reflect into adjacent properties nor to create a hazard for passing automobile traffic. Any lights located on the rear of the building must be directed downward.**

**23. Multi-tenant buildings shall be limited to wall signage only. Project signage shall be limited to one monument sign per road frontage. Monument signs shall coordinate with building architecture.**

**24. Any above ground detention ponds shall be visibly screened with landscape plantings to be approved by the Community Development Director.**

**25. No outside speakers shall be allowed other than a Muzak system which may be allowed provided no shrill or excessive noise and vibrations, amplified live entertainers, outside paging systems, phone bells, or loudspeakers will be allowed. Any Muzak system shall have downward facing speakers and shall be inaudible ten feet from the speakers.**

**26. Business hours are to be limited to Monday through Thursday from 7:00 a.m. to 12:00 midnight and Friday through Sunday from 7:00 a.m. to 2:00 a.m, (unless**

**further restricted by other regulations). Business hours for a coffee/bagel shop and any specialty gourmet food store(s) shall be 6:00 a.m. to 2:00 a.m. seven days a week.**

**27. All food service facilities on the property, including outparcels, shall install odor scrubbers which remove 95% of cooking odors as determined by the Community Development Director.**

**28. Truck delivery shall be limited to the hours of 8:00 a.m. to 6:00 p.m. and there shall be no overnight parking or idling of delivery trucks.**

**29. Operation of parking lot cleaning machinery or other maintenance equipment that emits noise shall be limited to the hours of 8:00 a.m. to 9:30 p.m.**

**30. Graded land that becomes inactive (no building permits pending) for more than 6 months shall be stabilized, seeded and shall meet all other ordinance requirements for graded property. Additional landscaping may also be required to be added to mitigate the appearance of the land disturbance.**

**31. The landscape strip along the entrance driveway from Peachtree Parkway shall be planted with hardwood trees which are a minimum of 12 feet tall at the time of planting and are spaced on 25- foot centers in order to create a boulevard effect for the entrance drive.**

**32. The entire development shall have a cohesive landscape plan which shall be approved by staff.**

Effective this 19th day of December, 2017.

So Signed and Witnessed Approved:

this _____day of _____, 2017
Attest:

_____ _____
Kymberly Chereck, City Clerk Mike Mason, Mayor

VOTE:□Y□N□A Sadd / □Y□N□A Christ / □Y□N□A Wright / □Y□N□A Mason / □Y□N□A Aulbach / □Y□N□A Christopher / □Y□N□A Gratwick

# O2017-11-107

STATE OF GEORGIA
CITY OF PEACHTREE CORNERS

**AN ORDINANCE OF THE MAYOR AND COUNCIL OF THE CITY OF PEACHTREE CORNERS, GEORGIA TO AMEND CHAPTER 18 (ENVIRONMENT) TO PROVIDE FOR ARTICLE VII (STORMWATER UTILITY) ESTABLISHING A STORMWATER MANAGEMENT SYSTEM FOR THE COLLECTION, CONVEYANCE, STORAGE, TREATMENT AND DISPOSAL OF STORMWATER SERVICES; 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 18 relating to Environment is hereby amended by adding Article VII to provide for the Peachtree Corners Stormwater Utility, and will read as follows:

Article VII - Stormwater Utility.

**Sec. 18-200. Short title, authority and applicability**

(a) This article shall be known and cited as the Peachtree Corners Stormwater Utility Ordinance.

(b) The City of Peachtree Corners is authorized by the Georgia Constitution of 1983, including, without limitation, Article IX, Section II, Paragraph III, and O.C.G.A. §36-82-62 to provide stormwater management service systems and facilities throughout the corporate boundaries of the City of Peachtree Corners (hereinafter "the City" or "Peachtree Corners") and to collect fees for provision of those services.

**Sec. 18-201. Findings**

The Mayor and City Council of Peachtree Corners, Georgia makes the following findings:

(1) Stormwater management services as well as stormwater management systems and facilities will assist the city in protecting the public health, safety and welfare and the environment. Provision of stormwater management services, stormwater management systems and facilities and regulation of the use thereof renders and/or results in both service and benefit to

individual parcels, parcel owners, citizens and residents of the city and to all parcels, parcel owners, citizens and the environment in a variety of ways although those benefits may be indirect or immeasurable.

(2) In promulgating the regulations contained in this section, the City is acting pursuant to authority granted by the Constitution and laws of the State of Georgia and its City Charter to provide for stormwater management collection and disposal services. A stormwater system for the collection, conveyance, storage, treatment and disposal of stormwater services provides services to all properties within the City limits.

(3) The City is required under Federal and State regulations [i.e. the Federal Clean Water Act and the City's National Pollutant Discharge Elimination System (hereinafter "NPDES") Phase II Stormwater Permit] to provide enhanced management of stormwater runoff quality to mitigate the impacts of pollutants which may be discharged from the public municipal separate storm sewer system (MS4) into State of Georgia or United States' waters. Therefore, it is appropriate for the City to establish a Stormwater Utility and impose a stormwater service fee charge upon improved properties that may discharge, directly or indirectly, into the public MS4, or receive stormwater services from the City, either directly or indirectly, whether the property is private or public in nature.

(4) Peachtree Corners presently owns and operates stormwater management systems and facilities which have been developed over many years. The future usefulness of the existing stormwater management systems and facilities owned and operated by the city, and of additions and improvements thereto, rests on the ability of the city to effectively manage, protect, control, regulate, use, and enhance stormwater management systems and facilities in the city in concert with the management of other public utilities in the city. In order to do so, the city must have adequate and stable funding for its stormwater management program's operating needs and capital program.

(5) Stormwater management services and stormwater management systems and facilities are needed throughout the corporate limits of the city because many of those areas are developed. While specific service and facility demands may differ from area to area at any given point in time, a stormwater management service area encompassing all lands and water bodies within the unincorporated area of the city is consistent with the present and future needs of the community.

(6) The provision of stormwater management services and stormwater management systems and facilities in the city promotes an essential regulatory purpose by influencing where stormwater runoff flows and how it is managed, thereby reducing flooding, erosion and water pollution caused by stormwater runoff.

(7) The cost of operating and maintaining the City's stormwater management system and the funding of necessary repairs, replacements, improvements and extensions thereof should, to the extent practicable, be allocated in relationship to the services provided by the City's stormwater management program and the demand imposed by improved property on the City's drainage system and stormwater management program.

DRAFT

(8) Given the stormwater management program problems, needs, goals, priorities and funding strategy identified in the aforementioned stormwater program assessment and financial analysis, it is appropriate that the City authorize the formation of an organizational and accounting entity dedicated specifically to the management, maintenance, protection, control, regulation, use, and enhancement of storm water management services, systems, and facilities within the City in concert with other water resources management programs. Therefore, it is appropriate for the City to establish a Stormwater Utility and impose a stormwater service fee charge upon all improved/developed properties that may discharge, directly or indirectly, into the public MS4 and stormwater conveyance system, whether the property is private or public in nature.

(9) The stormwater management services rendered may differ depending on many factors and considerations, including but not limited to location, demands and impacts imposed on the stormwater management systems and programs, and risk exposure. It is practical and equitable to allocate the cost of stormwater management among the owners and/or tenants of improved properties in proportion to the demands the properties impose on the City's stormwater management systems and facilities which result in services to such properties and the owners and/or tenants thereof. The fair and equitable apportionment of costs via the stormwater service fee charge correlates to the stormwater management services provided to that property and the runoff demand that the property imposes on the public drainage system and the City stormwater management program.

(10) A stormwater management program provides the most practical and appropriate means of properly delivering stormwater management services throughout the City. The imposition of a stormwater service fee charge is the most equitable means to allocate the costs to users of the stormwater management services and to generate revenue to implement the defined level of service for the City's stormwater management program.

(11) The presence and amount of impervious surfaces on each improved property is the most important factor influencing the stormwater runoff contribution of that property; the corresponding demand the property imposes on the stormwater management program; and the cost of providing stormwater management services to that property by the City. Therefore, the amount of impervious surface on each property is the most significant parameter for calculating a periodic stormwater service fee charge; and the City deems it appropriate to impose a stormwater service fee charge upon all improved properties that may discharge, directly or indirectly, into the public drainage system whether the property is private or public in nature.

(12) A schedule of Stormwater Utility service fee charges based primarily on the amount of impervious surface located on each improved property is the most appropriate and equitable means of allocating the cost of stormwater management services throughout the City. Stormwater Utility service fee charges may be designed with specific modifiers to further enhance customer equity, as well as customer understanding of the service fee charge rate structure, while at the same time minimizing the City's customer account management and maintenance efforts.

DRAFT

(13) Stormwater Utility service fee charges may be supplemented by other funding which addresses specific needs, including, but not limited to, special district service fees, General Fund allocations, revenue bonds, use of proceeds from special purpose local option sales taxes (SPLOST) and other forms of revenue, as deemed appropriate by the Mayor and City Council.

(14) The existence of privately owned and maintained on-site stormwater control facilities, activities or assets which reduce, or otherwise mitigate, the impact of a particular property on the City's stormwater management program, and the Stormwater Utility's cost of providing stormwater management services and/or stormwater management systems and facilities, should be taken into account to reduce the service fee charge on that property in the form of a credit, and such credit should be conditioned upon continuing provision of such services, systems, facilities, activities or assets in a manner complying with the standards and codes as determined by the Stormwater Utility. Credits for privately owned and maintained stormwater management systems, facilities, activities or assets shall be generally proportional to the effect that such systems have on the reduction and mitigation of the stormwater runoff impacts from the property.

(15) In order to protect the health, safety and welfare of the public, the governing authority of Peachtree Corners hereby exercises its authority to establish a Stormwater Utility, as the best available means of addressing the foregoing stormwater management program needs and priorities. By means of this Ordinance, the City will enact a stormwater service fee rate structure and a procedure for the establishment of a service fee charge billing rate related to the provision of stormwater management services.

**Sec. 18-202. Definitions**

The following definitions shall apply to this article. Any word or phrase not defined below but otherwise defined in this Code shall be given that meaning. All other words or phrases shall be given their common ordinary meaning unless the context clearly requires otherwise.

*Act* shall mean and refer to the Clean Water Act codified at 33 U.S.C. § 1251, et seq, and the rules and regulations promulgated by the United States Environmental Protection Agency pursuant thereto.

*Credit* shall mean a conditional reduction allowed against the stormwater service fee charged to an individual parcel based upon the technical requirements and the design and performance standards contained in Gwinnett County's storm credits manual or other such storm credits manual as may be adopted by the City, as may be updated or amended from time to time.

*City standards* shall mean the city ordinances that govern water quality and water quantity including but not limited to the development regulations, the floodplain management ordinance, the soil erosion and sediment control ordinance, the illicit discharge and illegal connection ordinance, the stream buffer protection ordinance, the zoning resolution, the stormwater design manual, and all procedures, rules and policies pertaining thereto as these may be updated or amended from time to time.

*Customer* shall mean all persons, parcels, and entities served by the stormwater utility's acquisition,

management, maintenance, extension, and improvement of the public stormwater management systems and facilities and regulation of public and private stormwater systems, facilities, and activities related thereto, and persons, parcels, and entities which will ultimately be served or benefited as a result of the stormwater management program.

*Developed land* shall mean all parcels not deemed as undeveloped land, as defined herein.

*Direct lien* shall mean a lien enforced against an individual or parcel prior to obtaining a judgment against the individual or parcel, such as liens established by operation of law for unpaid taxes.

*Director* shall mean the City Manager of the City of Peachtree Corners or his/her designee.

*Hydrologic Response* defines the manner and means whereby stormwater runoff collects, remains, diverts, infiltrates, and is conveyed from a property. Hydrologic Response is dependent on several factors including, but not limited to, the presence of impervious surface, the parcel's size, the parcel's shape, the parcel's topography, the parcel's vegetative canopy, the parcel's groundwater characteristics, the parcel's on-site operations, the parcel's stormwater controls, the parcel's antecedent moisture as well as the parcel's geologic and hydro-geologic characteristics.

*Impervious surfaces* shall mean any paved, hardened or structural surfaces, including but not limited to, buildings, decks, driveways, parking areas, patios, streets, swimming pools, tennis courts, walkways or other structures which prevent or impede the infiltration of rainfall and stormwater into the soil.

*Improved property (or developed property)* means property altered from its natural state by construction or installation of more than one hundred (100) square feet of impervious surfaces.

*Parcel* shall mean a designated parcel, tract, or area of land established by plat, subdivision, or as otherwise permitted by law, to be separately owned, used, developed, or built upon.

*Partial impervious surface* shall mean those areas which allow for limited infiltration of rainfall and surface water runoff into the soil in the manner that is more similar to natural conditions than "impervious surface" as defined above. Partial impervious surfaces influence and affect stormwater runoff such that the runoff is collected, concentrated and/or flows in a manner that is materially different from what would occur if the land were in an unaltered natural condition. Common partial impervious surfaces include, but are not limited to, compacted gravel and/or compacted soils.

*Private stormwater management systems and facilities* shall mean those natural and manmade channels, swales, ditches, rivers, streams, creeks, branches, reservoirs, ponds, drainageways, inlets, catch basins, pipes, headwalls, storm drains, lakes and other physical works, properties and improvements which transfer, control, convey or otherwise influence the movement of stormwater runoff or water quality, which are not public.

*Public stormwater management systems and facilities* (or Peachtree Corner's Municipal Separate Storm Sewer System or MS4) shall mean those natural and manmade channels, swales, ditches, rivers, streams, creeks, branches, reservoirs, ponds, drainageways, inlets, catch basins, pipes, headwalls, storm drains, public streets, curbs and gutters, lakes and other physical works, properties and improvements which transfer, control, convey or otherwise influence either the movement of stormwater runoff or water

quality, which are either owned by the city or over which the city has accepted an offer of dedication of an easement or other legally binding permanent right of use for stormwater drainage, and for which the city has the obligation of maintenance for stormwater drainage purposes.

*Stormwater management services* may address the quality and the quantity of stormwater runoff and include all services provided by the city which relate to the:

(1) Transfer, control, conveyance or movement of stormwater runoff through the incorporated portions of the city;

(2) Operation, maintenance, repair, enhancement and replacement of existing public stormwater management systems and facilities;

(3) Planning, development, design and construction of additional stormwater management and facilities to meet current and anticipated needs;

(4) Regulation of the use of stormwater management services or of stormwater management systems and facilities;

(5) Education of the public as to stormwater management issues;

(6) Development plan review to require compliance with applicable city standards;

(7) Inspection and/or monitoring for water quantity and water quality to assess compliance with applicable city, state and federal water quality standards and stormwater management program requirements; and

(8) Other services as the City Manager or his/her designee may deem appropriate.

*Stormwater service fees* shall mean the periodic service charge imposed by the city to a parcel of developed land pursuant to this article for providing the stormwater management services and stormwater management systems and facilities, which fees shall be used only for the purpose of funding the Peachtree Corners stormwater utility's cost of providing stormwater management services and stormwater management systems and facilities. Stormwater service fees shall be based on the relative contribution of each parcel to the demand for stormwater management services, shall be structured so as to be fair and reasonable and shall bear a substantial relationship to the cost of providing stormwater management services and stormwater management systems and facilities. The cost of operating expenses, capital investments and reserve accounts may be included in the stormwater service fees.

*Stormwater Utility* shall mean the City of Peachtree Corners stormwater utility as established in Section 4 of this Article.

*Undeveloped Land* means land in its unaltered natural condition or which is modified to such a minimal degree as to have a Hydrologic Response comparable to land in an unaltered natural condition shall be deemed undeveloped. For purposes of this Article, Undeveloped Land includes property altered from its

natural condition by the existence and/or installation of one hundred (100) square feet or less of Impervious Surface.

**Sec. 18-203. Establishment of a stormwater utility**

(a) There is hereby established a stormwater utility to be known as the City of Peachtree Corners Stormwater Utility, which shall be responsible for stormwater management services throughout the incorporated area of the City, and which shall provide for the management, protection, control, regulation, use and enhancement of the City's stormwater management systems and facilities and stormwater management program services.

(b) The City shall establish a Stormwater Utility enterprise fund within the City accounting systems for the purpose of dedicating and protecting all funding generated by the Stormwater Utility service fee charge to the operation of the stormwater management program and Stormwater Utility, including, but not limited to, rates, charges, and fees as may be established by the Mayor and City Council from time to time, and other funds that may be allocated to the Stormwater Utility.

(c) All revenues and receipts generated from the storm water service fee charges shall be segregated and placed into the Stormwater Utility enterprise fund to be held in trust, and be expended solely for stormwater management purposes; provided, however, such fund may also pay a reasonable allocation of costs provided to the Stormwater Utility by the City's General Fund, or other utilities of the City, in order to account for applicable overhead costs. Stormwater Utility service fee charge revenue shall be used only for the operating expenses and/or capital investments of the Stormwater Utility. However, other forms of revenue and/or financial resources, not accounted for in the Stormwater Utility service fee revenue, may be allocated as deemed appropriate by the City, to provide supplemental funding to the stormwater management program and stormwater management services.

(d) It is required that the revenue proceeds from all service fee charges for stormwater management services, systems or facilities, together with any other supplemental revenues raised or otherwise allocated specifically to stormwater management services, systems or facilities, be dedicated solely to those purposes. Such service fee revenue proceeds, and other supplemental revenues, shall be deposited into the City of Peachtree Corners Stormwater Utility enterprise fund. The service fee proceeds and other supplemental revenues shall remain in the enterprise fund, and be dispersed only for stormwater management capital improvements, facilities, equipment, operating and non-operating costs, lease payments, debt service payments, or other indebtedness related to the stormwater management program.

**Sec. 18-204. Stormwater utility service area**

(a) There shall be one Stormwater Utility service area in the City which shall encompass the municipal boundaries of Peachtree Corners. The City has established that all developed parcels within the municipal boundaries receive stormwater management program services from the City. Improved/developed properties within the defined service area will receive a stormwater service

fee charge bill because they contribute stormwater runoff to the public drainage system, are directly or indirectly connected to the City's drainage system, and/or receive stormwater management services from the City to varying degrees.

**Sec. 18-205. Scope of responsibility for the stormwater utility**

(a) The stormwater utility shall provide stormwater management services for existing and proposed public stormwater management systems and facilities as defined in this article, subject to funding availability and to policy determinations made in the best interest of public health, safety and general welfare. Additionally, the stormwater utility may accept the responsibility for providing stormwater management services to private stormwater management systems and facilities, acceptance of which conforms to policies established by the Mayor and City Council.

(b) The City owns or has rights established by written agreements which allow the stormwater utility to provide stormwater management services and access those stormwater management systems and facilities which are located:

(1) On property owned by, or within the possession and control of the City;

(2) Within public road rights-of-way of the municipal street system and, where the City has by agreement with the County or State agreed to maintain public roads and highways on the County Road System and/or State Highway System;

(3) On private property but within legally dedicated easements that have been granted to and accepted by the City, or where the City is otherwise permitted to undertake activities on such private property by written agreements for rights-of-entry, rights-of-access, rights-of-use or other permanent provisions;

(4) On public land which is owned by another governmental entity with whom the City has a written agreement providing for the operation, maintenance, improvement and access to the stormwater management systems and facilities located thereon.

(c) Stormwater management systems and facilities which are located on private property or on public property not owned by the city or leased to the city by another political subdivision of the State of Georgia, and for which there has been no written agreement granting easements which have been dedicated to and accepted by the city, rights-of-entry, rights-of-access, rights-of-use or other form of dedication thereof to the city for operation, maintenance, improvement and access of such stormwater management systems and facilities, shall be and remain the legal responsibility of the property owner, except as otherwise provided for by applicable state and federal laws.

(d) The City shall place responsibility with the City Manager or his/her designee for operation, maintenance and regulation of the stormwater utility and stormwater management systems and facilities owned and operated, or maintained by the City, and other related assets, including, but not limited to, properties, other than road rights-of-way, upon which such stormwater management systems and facilities are located, easements, rights-of-entry and access and certain equipment used solely for stormwater management.

(e) The stormwater utility may provide periodic inspection, testing, or engineering assessment of privately owned stormwater management systems and facilities to ascertain that said facilities are functioning as designed and approved. After notice to the property owner, the Stormwater Utility may provide for remedial maintenance of said private facilities based upon the severity of stormwater problems and potential hazard to the public health, safety, and welfare and the environment., In cases where such remedial maintenance is required to be performed by the City, the City shall have the right to bill the owner of said private facility for the costs of such maintenance.

(f) It is the express intent of this article to protect the public health, safety and general welfare of people, property and the environment, in general, but not to create any special duty or relationship with any individual person, or to any specific parcel within or outside the corporate limits of the city. The city expressly reserves the right to assert all available immunities and defenses in any action seeking to impose monetary damages or equitable remedies upon the city, its Mayor and City Council, officers, employees and agents arising out of any alleged failure or breach of duty or relationship.

(g) If any permit, plan approval, inspection, or similar act is required by the City as a condition precedent to any land disturbance or construction activity upon property not owned by the City pursuant to this or any other regulatory code, ordinance, regulation or rule of the City, or under federal or state law, the issuance of such permit, plan approval or inspection shall not be deemed to constitute a warranty, express or implied, nor shall it afford the basis for any action, including any action based on failure to permit, negligent issuance of a permit, negligent plan approval, negligent construction of permitted system or facility, or negligent maintenance of any permitted stormwater management system or facility not expressly dedicated to and accepted by the City for further maintenance in an action seeking the imposition of money damages or equitable remedies against the City, its Mayor and City Council members, officers, employees or agents.

**Sec. 18-206. Rates of stormwater service fees to be established**

(a) In order to recover the cost of providing stormwater services and stormwater management systems/facilities while fairly and reasonably apportioning the costs among developed properties throughout the corporate limits of the city, the Mayor and City Council shall establish by adoption of the City's Annual Fee Schedule a stormwater service fee rate, which shall apply uniformly throughout the stormwater utility service area encompassing the corporate limits of the city pursuant to the jurisdiction granted by this article.

(b) The billing rates may be modified by the Mayor and City Council from time to time to meet the financial and operational needs of the Peachtree Corners Stormwater Utility. At a minimum, the Mayor and City Council shall increase the service fee rate by no less than the Consumer Price Index (CPI) on an annual basis. In setting or modifying such rates, it shall be the goal of the City to establish rates that are fair, equitable and reasonable, and which, together with other funding sources available to the Peachtree Corners Stormwater Utility for services, systems, and/or facilities related to stormwater management are sufficient to support the cost of the stormwater management program, including, but not limited to, the payment of principal and interest on debt obligations, lease payments, operating expenses, capital outlays, non-operating expenses, provisions for prudent reserves and other Stormwater Utility related costs as deemed appropriate by the City.

(c) The area of impervious surfaces on each parcel shall be calculated as of the date of the most recent

aerial photography available to the stormwater utility. However, the City Manager or his/her designee is authorized to make adjustments to the impervious area calculations as necessary to address the stormwater utility operational needs.

**Sec. 18-207. Effective date of stormwater service fee charges**

(a) The Stormwater Utility service fee shall accrue beginning January 1, 2018 in an amount to be established by resolution of the Mayor and City Council, as may be amended from time to time, and shall thereafter be billed periodically.

**Sec. 18-208. Stormwater service fee exemptions**

(b) Except as provided in this section or otherwise provided by law, no developed public or private property located in the incorporated area of the City shall be exempt from the stormwater service fee charges. The Stormwater Utility service fee charge is not a tax and no exception, credit, offset, or other reduction in stormwater service fee charges shall be granted based on age, tax status, economic status, race, religion, disability, or other condition unrelated to the Stormwater Utility's cost of providing stormwater management program services and facilities.

(c) Exemptions to the stormwater service fee charges are as follows:

(1) Parcels which contain 100 square feet, or less, of impervious surfaces shall be exempt from stormwater service fee charges.

(2) Linear railroad rights-of-way (i.e. tracks, rails, roadbed) outside of the defined yard limits shall be exempt from stormwater service fee charges. This exemption is in recognition of routine drainage system maintenance and capital construction activities undertaken by the rail road company associated with rights-of-way and drainage conveyance systems. However, railroad stations, rail yards, maintenance buildings, and/or other improved property used for railroad operations shall not be exempt from stormwater service fee charges.

(3) City of Peachtree Corners streets and rights-of-way shall be exempt from stormwater service fee charges and the Stormwater Utility shall not charge the City a service fee charge for the City's impervious surface area resulting from the City's impervious surfaces which are owned and/or maintained by the City within the public rights-of-way. This exemption is in consideration of the City allowing the Stormwater Utility to utilize the City's existing streets, curbs, gutters, drainage ways and ditches, storm sewers, culverts, inlets, catch basins, pipes, head walls and other structures, natural and man-made within and owned by the City which controls and diverts surface water for the purposes of collecting, diverting, transporting and controlling surface and storm waters. All other developed property owned by the City shall be subject to the imposition of stormwater service fee charges in accordance with this Ordinance.

(4) Gwinnett County roads and rights-of-way located within the City limits shall be exempt from stormwater service fee charges in situations where Gwinnett County has legal responsibility to perform all drainage system maintenance and capital construction activities with respect to such roads and rights-of-way. This exemption is in recognition of the drainage system maintenance and capital construction responsibilities undertaken by Gwinnett County. All other developed property owned by Gwinnett County that is within the service area shall be subject to the imposition of stormwater service fee charges in accordance with this Ordinance.

(5) Georgia Department of Transportation (GDOT) roads and rights-of-way shall be exempt from stormwater service fee charges. This exemption is in recognition of routine drainage system maintenance and capital construction activities undertaken by GDOT in association with GDOT rights-of-way road and drainage conveyance systems. However, maintenance buildings and/or other developed property used for GDOT purposes shall not be exempt from stormwater service fee charges.

**Sec. 18-209 - Credits**

(a) Owners of developed land may apply for and receive a stormwater service fee credit for designated on-site stormwater management systems/facilities and for other approved activities that reduce the city's cost to provide stormwater management services to the customer. The City Manager or his/her designee shall determine such stormwater service fee credits based on the technical requirements, design and performance standards contained in the city's stormwater credits manual, to be adopted by the Mayor and City Council pursuant to this article, as it may be updated or amended from time to time.

(b) Existing stormwater service fee credits previously secured from the Gwinnett County stormwater utility shall remain in effect under the Peachtree Corners stormwater utility until as such time as those credits expire or are renewed by the customer.

**Sec. 18-210. Stormwater service fee, billing, delinquencies and collections**

(a) Billing.

1. A bill for stormwater service fee charges shall be sent through the United States Postal Service or by alternative means reasonably calculated to provide notice as may be determined by the billing authority notifying the owner of the property being billed of the amount of the stormwater service fee charge, less credits, the date the payment is due and the date when payment is past due.

2. The City Council authorizes the City Clerk to bill and collect the Peachtree Corners Stormwater Service Fee Charge as part of the annual property/ad valorem tax bill, or other method of billing as deemed appropriate by the City. The City Council further authorizes the City Clerk to charge and collect penalties and interest as set forth in Subsection (b) of this Section.

3. If a bill for a stormwater service fee charge for a particular parcel is generated, failure of the customer to receive the bill shall not be justification for nonpayment.

4. Regardless of the party to whom the bill is initially directed, the owner of the property, as identified from the public land records of Gwinnett County, shall be obligated to pay the appropriate stormwater service fee charge for that property and any interest and/or penalties that have accrued.

DRAFT

5. If a property is unbilled, or if no bill is sent for a particular tract of improved property, the City's Stormwater Utility may back bill for a period of up to three (3) years, but shall not be entitled to any interest or any penalty charges during the back billed period.

(b) Delinquencies and collection.

1. A penalty or late charge in the amount of ten percent (10%) of the amount due and unpaid on the due date shall be assessed against the customer.

2. In addition to the penalty stated above, interest in the amount of one percent (1%) per calendar month (12% annually) shall accrue on all unpaid amounts beginning on December 1 of the year in which the payment is due.

3. The City shall assess all costs of collection, including attorneys' fees and court costs, against the property owner.

4. Unpaid stormwater service fee charges shall be collected in any manner permissible by Georgia law, including but not limited to: utilizing the services of a collection agency, by filing suit to collect on an unpaid account, or by using all methods allowed by Georgia law to collect on any judgment obtained, including enforcement of any lien resulting from any such judgment. Unless reduced to a judgment and a *Writ of Fieri Facias (FiFa)* issued, the unpaid service fee charge shall not constitute a direct lien against the owner and/or the property.

**Sec. 18-211. Stormwater utility inspections and enforcement**

(a) All property owners of improved property within the incorporated areas of the City shall provide, manage, maintain, and operate on-site stormwater management systems sufficient to collect, convey, detain, and discharge stormwater runoff in a safe manner consistent with all applicable City development regulations, ordinances, and State and Federal laws. Any failure to meet this obligation shall constitute a violation of this Ordinance and be subject to citation and prosecution in the City of Peachtree Corners Municipal Court. Each day such violation exists shall constitute a separate offense.

(b) In the event a public nuisance is deemed to exist by the Mayor and City Council, the City may elect to sue in Municipal Court to abate such nuisance. In the event a public nuisance is found by the court to exist, which the property owner fails to abate within such reasonable time as allowed by the City of Peachtree Corners Municipal Court, the City may enter upon the property and cause work as is reasonably necessary to be performed to remove any imminent threats to the health, safety and welfare of its citizens, with the actual cost thereof assessed against the property owner in a similar manner as a tax levied against the property. From date of filing of such abatement action, the City shall have lien rights which may be perfected, after judgment, by filing a notice of lien on the general execution docket of the City of Peachtree Corners Municipal Court.

(c) The City shall have the right for its employees or designated agents to inspect on-site stormwater

management systems within the City to ensure compliance with the provisions of this Ordinance, and State and Federal law. Such inspections shall generally be limited to the following purposes:

(1) Inspecting or conducting engineering analyses on existing stormwater management systems and facilities located on-site;
(2) Verification and review of information contained within a Stormwater Utility Credit Manual Application; and
(3) Determining that stormwater management systems and facilities need to be constructed.

**Sec. 18-212. Stormwater service fee adjustments**

(a) Adjustments

(1) The City Manager or his/her designee shall administer the procedures and standards for the adjustment of the stormwater service fee charge.

a. If a customer believes his stormwater service fee is incorrect, the customer may seek an adjustment of the stormwater service fee charge allocated to a property at any time by submitting the request in writing to the City Manager or his/her designee on forms provided by the City and setting forth in detail the grounds upon which relief is sought. The customer's Stormwater Utility account must be paid and current prior to consideration of an adjustment request by the City, except during the period prior to issuance of the first bill.

b. Customers requesting an adjustment shall be required, at their own expense, to provide accurate impervious area and other supplemental information to the City Manager or his/her designee, including, but not limited to, a survey certified by a registered land surveyor or a professional engineer, unless otherwise allowed by the City. Submittal of this information will be required if the City staff cannot make a determination based on field inspection and/or review of existing City aerial photography. Failure to provide the required information within the time limits established by the City Manager or his/her designee, as may be reasonably extended, may result in denial of the customer's adjustment request.

c. Once a completed adjustment request and all required information has been received, the City Manager or his/her designee shall within thirty (30) calendar days render a written decision.

d. In considering an adjustment request, the City Manager or his/her designee shall consider whether the calculation of the stormwater service fee charge for the property is correct.

e. The City Manager's (or his/her designee) decision shall be in writing and will be mailed to the address provided on the adjustment request, and service shall be complete upon mailing.

f. If the result of an adjustment is that a refund is due the applicant, the refund will be applied as a credit on the applicant's next stormwater service fee charge bill.

**Sec. 18-213. Appeals.**

(a) Any customer who believes the provisions of this article have been applied in error may appeal in the following manner:

(1) An appeal must be filed in writing with the City Manager within 30 days of the decision that is appealed. In the case of service fee appeals, the appeal shall include a survey prepared and sealed by a land surveyor or professional engineer currently registered in the State of Georgia containing information on the total parcel area, the impervious surface area, and any other features or conditions which influence the hydrologic response of the parcel to rainfall events, unless an alternate means of providing the required information is authorized by the City Manager or designee.

(2) The City Manager shall conduct a technical review of the conditions on the parcel and respond to the appeal in writing within 30 days of receipt.

(3) In response to an appeal, the City Manager may adjust the stormwater service fee applicable to a parcel in conformance with the general purpose and intent of this article.

(4) All decisions by the City Manager shall be final.

(b) The appeal process contained in this section shall be a condition precedent to an aggrieved customer seeking judicial relief. Any decision of the City Manager may be further appealed by application for writ of certiorari in the Superior Court of Gwinnett City, filed within 30 days of the date of receipt of service of the decision of the City Manager.

**Secs. 18-214 - 250. 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.

DRAFT

**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 19th day of December, 2017.

CITY OF PEACHTREE CORNERS, GEORGIA

By: _____

Mike Mason, Mayor

Attest:

_____

Kym Chereck, City Clerk

(SEAL)

DRAFT