ALAN HALLMAN
MAYOR

MIKE RAST
ALDERMAN AT LARGE

BRETT REICHERT
COUNCILMAN AT LARGE

MARK ADAMS
COUNCILMAN WARD I

CHLOE ALEXANDER
COUNCILMAN WARD II

MAYOR AND COUNCIL REGULAR SESSION

Join in person at 700 Doug Davis Drive, Hapeville, GA 30354 Or, visit the City's Website for live stream at https://hapevillega.civicclerk.com/Web/Player.aspx?id=615&key=-1&mod=-1&mk=-1&nov=0

July 12, 2022 6:00 PM

AGENDA

1. CALL TO ORDER:

2. ROLL CALL:

Alan Hallman
Mike Rast
Brett Reichert
Mark Adams
Chloe Alexander

3. WELCOME:

4. PLEDGE OF ALLEGIANCE:

5. INVOCATION:

6. PRESENTATIONS:

6.I. City of Hapeville Comprehensive Plan Update - Presentation of Draft Plan

Background:
The Department of Community Affairs (DCA) Local Comprehensive Planning Rules require that each local government update its Needs and Opportunities, Community Work Program, and Land Use Element portions of its Comprehensive Plan every five years. The City, along with the Atlanta Regional Commission, has worked with the Steering Committee and has received input from residents, businesses, property owners and other stakeholders. Atlanta Regional Commission's Senior Planner, Bonnie Lapwood, will present an overview of the draft 2022 Comprehensive Plan Update.

Supporting Document(s):
1. City of Hapeville 2022 Comprehensive Plan_DRAFT070622

7. PUBLIC HEARING:

7.I. Consideration and Action on a request to rezone the property located at 0 South Street

Background:
SCP Acquisitions, LLC Is requesting to rezone the property located at 0 South Street on Land Lot 96 of the 14th District, City of Hapeville, Fulton County, Georgia, Parcel Identification Number 14 0096 LL0502 from RMU, Residential Mixed Use to U-V, Urban Village for the purpose of constructing a multifamily development.

The Planning Commission considered this request on June 28, 2022 and recommended approval. Staff supports their recommendation.

Staff Comments:
Applicant Comments:
Public Comments:

Supporting Document(s):

1. Application - 0 South Street_Rezoning_redacted
2. Plans - 0 South Street_Rezoning
3. Planners Report RMU to UV Rail Spur Rev
4. Legal Adv. 464 Porsche Ave., 0 S. Central Ave., 0 South Street
5. Minutes - June 28, 2022_draft

7.II. Consideration and Action on a Conditional Use Permit request for a multifamily development at 464 Porsche Ave., 0 South Central Ave., and 0 South Street

Background:

SCP Acquisitions, LLC is requesting approval of a Conditional Use Permit to construct a mixed-use development at 464 Porsche Avenue (14 009600050118), 0 South Street (14 0096 LL0502), and 0 South Central Avenue (14 009600050183). The properties are zoned U-V, Urban Village and are subject to the zoning regulations under Article 11.2 (U-V Zone, Urban Village), Section 93-11.2-5 (Conditional uses) of the City of Hapeville Zoning Ordinance.

The Planning Commission considered this item on June 14, 2022 and recommended approval subject to completion of a traffic analysis. Staff supports their recommendation.

Staff Comments:
Applicant Comments:
Public Comments:

Supporting Document(s):

1. Application - 464 Porsche Ave and) S. Central_CUP
2. Plans - 464 Porsche Ave and 0 S. Central_CUP
3. Porsche Ave Conditional Use Application - SCP Acquisitions
4. Planners Report - 464 Porsche Ave., 0 South St., and 0 S. Central Ave._Conditional Use Permit
5. Legal Adv. 464 Porsche Ave., 0 S. Central Ave., 0 South Street
6. Minutes - 06-14-2022_draft

8. QUESTIONS ON AGENDA ITEMS:

The public is encouraged to communicate their questions, concerns, and suggestions during Public Comments. The Council does listen to your concerns and will have Staff follow-up on any questions you raise. Any and all comments should be addressed to the Governing Body, not to the general public and delivered in a civil manner in keeping with common courtesy and decorum.

9. CONSENT AGENDA:

9.I. Consideration and Action to approve June 21, 2022, Council Meeting minutes.

Supporting Document(s):

1. Minutes 6212022

9.II. Consideration and Action to approve May 21, 2022, Retreat Meeting minutes.

Supporting Document(s):

1. 05212022 Retreat Meeting Minutes and attached report

9.III. Consideration and Action on Parking - Code Enforcement Staff

Background:

On May 21st, 2022, during the Mayor and City Council retreat, Chief Glavosek introduced

a couple of proactive measures to mitigate problems associated with parking throughout the city. The first item proposed was to add a staff member to the Code Enforcement division, with its sole function to manage parking enforcement. To ensure continuous, uninterrupted parking management, all three code enforcement officers would be trained in parking management, and all three would be rotated in and out of the assignment. The cost would add approximately $42,500. plus benefits annually and a one-time purchase of equipment of around $20,000.

Staff is requesting consideration to proceed with adding a staff to enhance parking management.

9.IV. Consideration and Action to Create Dedicated Ride Share Parking in Police Department Lot

Background:
In addition to adding a staff for Parking Enforcement, there was discussion and recommendation to assign four parking spots in the front west corner of the police department parking lot for Ride-Share vehicles to safely park while waiting on fares. This is intended to help prevent ride-share vehicles from stopping and standing on city streets and in neighborhoods. The cost would be approximately $4000.00 annually for the addition of a Flock LPR Cameras and signage and striping.

10. OLD BUSINESS:

10.I. Consideration and Action to cancel the August 16, 2022, Council Meeting.

Background:
At the June 21st meeting, a discussion was had about reducing meeting schedules in the summer period. Council agreed with the cancellation of the August 16th meeting, rather than conducting both meetings in August. Regularly scheduled meetings would resume in September.

11. NEW BUSINESS:

11.I. Consideration and Action to Approve the Event Request for the Hemp Minority Alliance *"Hapeville Hemp Festival of Health and Wellness"*.

Background:
The Hemp Festival will be a one-day event for local and regional hemp farmers, holistic health care manufacturers, and industry stakeholders with a concentration on diversity and equity for small business owners. We are expecting 150 - 200 people. The time requested is from 10 am to 7 pm. The Holistic Health and wellness will include vendors, Industry Featured Speakers, Sustainable Hemp Apparel Fashion Show, and Health Practitioners. There will be a round table of Holistic Health Benefits from Hemp Oils.

There will be no alcohol, but there will be a live DJ playing meditation music, and soft jazz. We will need access to power and restrooms.

Supporting Document(s):
1. Online Form Submittal_ Event Request Form_Redacted

11.II. Consideration and Action to Approve a Resolution to Dispose of a Portion of Arnold Street.

Background:
On June 7, 2022, the City declared abandoned a portion of Arnold Street located in Land Lot 96 of the 14th District, Fulton County (City of Hapeville) adjacent to Sunset Avenue and King Arnold Street and authorized the disposal of said property through sealed bid. The City received one sealed bid from Epic Development for a proposal to construct townhomes on the property. The bid is being brought before Mayor and Council for consideration and action to either award or reject.

Supporting Document(s):
1. Notice of Sealed Bid

2. Bid Packet
3. Bid Tabulation Sheet
4. Resolution to Accept Arnold Street Highest Bidder

11.III. Discussion on a future Resolution amending the current City of Hapeville water rates.

Background:

On January 1, 2023, the City of Atlanta will increase their wholesale water rates to the City of Hapeville from $ 3.70 per hundred cubic feet to $ 5.01 per hundred cubic feet. That increase translates into a $ 1.75 per thousand increase on a single-family residential water bill. This $ 1.75 residential increase is a pass-thru increase only. However, multi-dwelling rates will increase from a rate of $ 10.98 per thousand gallons to $ 13.98 per thousand. Unlike single-family residential rates, which are on a tiered usage system, the multi-dwelling accounts (42) are on a flat rate system, and their increase would be more than just a pass-thru. The last water rate increase in Hapeville was in 2012. If passed, these new proposed Hapeville water rates would go into effect on January 1, 2023, and the total estimated annual revenue would be about $ 291,000. A sample water bill is provided for reference.

Supporting Document(s):

1. sample bill

12. CITY MANAGER REPORTS:

13. PUBLIC COMMENTS:

Members of the public wishing to speak shall sign in with the City Clerk prior to the start of the meeting. Time limitations for Registered Comments are three (3) minutes per person. The total Registered Comment session shall not last more than fifteen (15) minutes unless extended by Council. Each member of the public, who fails to sign up with the City Clerk prior to the start of the meeting, wishing to address Mayor and Council shall have a total of two (2) minutes. The entire general comment session for Unregistered Comments shall not last more than ten (10) minutes unless extended by Council.

14. MAYOR AND COUNCIL COMMENTS:

15. EXECUTIVE SESSION:

When Executive Session is Required one will be called for the following issues: 1) Litigation O.C.G.A. §50-14-2; 2) Real Estate O.C.G.A. §50-14-3(b)(1); or 3) Personnel O.C.G.A. §50-14-3(b)(2).

16. ADJOURN:

Public involvement and citizen engagement is welcome as Hapeville operates a very open, accessible and transparent government. We do however remind our attendees/residents that there are times allocated for public comments on the agenda. In order for council to conduct their necessary business at each meeting, we respectfully ask that side-bar conversations and comments be reserved for the appropriate time during the meeting. This will allow the City Council to conduct the business at hand and afford our meeting attendees ample time for comments at the appropriate time during the meeting.

Hapeville
georgia

City of Hapeville Comprehensive Plan 2022

JULY 6
2022

prepared by the

ARC
Atlanta Regional Commission

Acknowledgements

City of Hapeville

Mayor and City Council

Alan Hallman – *Mayor*
Brett Reichert – *Councilman at Large*
Mark Adams – *Councilman, Ward 1*
Chloe Alexander – *Councilman, Ward 2*
Mike Rast – *Alderman at Large*

City Manager

Tim Young – *City Manager*

Planning and Economic Development

Adrienne Senter – *Planning & Economic Development Manager*
Lynn Patterson – *City Planner, Three Points Planning*

Atlanta Regional Commission

Bonnie Lapwood – *Project Manager*
Tanning Nyman
Ryan Schlom
Andrew Smith

Steering Committee

David Burt – *Economic Development Consultant*
Leah Davis – *Planning Commission, City of Hapeville*
Philip Jones – *Owner, Smoothie King*
Raj Patel – *CEO, Apsilon Hotels*
Brett Reichert – *Councilman at Large, City of Hapeville*
Charlotte Rentz – *President, Hapeville Main Street Board*
Shannon Short – *Owner, Short Construction*
Joan Shorter – *Realtor, Intown Focus Realty*
Jacquie Smyth – *Design Review Committee, City of Hapeville*
John Stalvey – *Development Authority of Hapeville*
Ann Taylor – *Resident*
Joanna Yim – *Owner, Sombreros Tacos and Bar*

Atlanta Regional Commission

This document was prepared by the Atlanta Regional Commission. Unless otherwise noted, all photos were taken by ARC staff. Cover photo courtesy of City of Hapeville.

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Chapter 1

Introduction

Photo courtesy of City of Hapeville

Executive Summary

Local governments use planning to define and manage how they want their community to grow and develop. This update to the Hapeville Comprehensive Plan, undertaken by the City of Hapeville and the Atlanta Regional Commission (ARC), lays out a vision for the next five years and the path that can be taken to realize that vision.

The Georgia Department of Community Affairs (DCA) requires that a set of rules and regulations are followed during the comprehensive planning process to ensure the creation of a long-term plan that represents the community's shared vision for future development. This framework is intended to promote planning for strong, vibrant communities. As part of these requirements, the Hapeville Comprehensive Plan includes the following elements:

- Community Goals
- Issues and Opportunities
- Housing
- Economic Development
- Transportation
- Land Use
- Report of Accomplishments
- Community Work Program

Location

Located in Fulton County, Georgia, the City of Hapeville, at 2.4 square miles, is situated between the City of Atlanta to the north, Hartsfield-Jackson Atlanta International Airport to the south, I-75 to the east, and I-85 to the west (Map 1.1). It is this proximity, next to the busiest airport in the world, downtown Atlanta, and two major interstates, that positions the City as a desirable place to visit, live, and work.

History

In 1929, the City of Atlanta purchased land that had been used as a racetrack to establish its municipal airport, Candler Field. As the airport grew and became Hartsfield-Jackson International Airport, it had a significant impact on Hapeville's development and economy. Although founded in Louisiana, Delta Airlines moved its headquarters to the Atlanta airport in 1941, reflecting its prominence as a transportation hub.

By the 1950s, the City of Hapeville was a thriving Tri-City (Hapeville, East Point, College Park) community, with many residents working at the local Ford Atlanta Assembly Plant from its opening in 1947. Hapeville's historic Main Street, North Central Avenue, provided restaurants, retail, and neighborhood services, and many evening activities centered around the city's high school sports. Hapeville was recognized for its small-town charm and close-knit community.

As plant production decreased between the 1970s and the 1990s, the community saw an associated decline in jobs, residents, and income levels. Following the eventual closure of the plant in 2006, the city was hit again, along with the rest of the country, with the 2007-2009 Great Recession, which stifled much needed economic growth in Hapeville. However, as the country recovered from the recession, Hapeville has seen new growth and development pressure. This is in large part due to the city's great proximity to the airport, downtown Atlanta, and the interstate.
Large corporate investments in the city include Delta Airlines' headquarters and the 2015 opening of the Porsche North America Headquarters and Porsche Experience Center. Both of these headquarter offices sit just outside of the City of Hapeville boundaries but bring nearly 20,000 employees to dine, shop, and experience this small city of approximately 6,600 residents on a daily basis.

The hotel market has also seen increased investment in recent years, with the opening of the Kimpton Overland, Towne Place Suites, Embassy Suites, and Holiday Inn Express hotels. Hotel demand is high in the area, due to Hapeville's proximity to the airport's international terminal and the corporate headquarters.

The Aerotropolis Atlanta Community Improvement Districts (CIDs) have also had a positive impact on investment in the City of Hapeville. The CIDs, which cover 15.46 square miles around the airport, include portions of Hapeville's office core, south of South Central Avenue. This area has been termed the Corporate Crescent, a mixed use business district anchored by corporate headquarters, including Delta Airlines, Wells Fargo, and Porsche. The CIDs are empowered to fund beautification, public safety, and infrastructure projects focused on transportation and water within their district. This increased investment in Hapeville includes future streetscape improvements and gateway signage,building identity and branding that will help attract employers and residents to the area.

To address these growth pressures, while preserving the character of Hapeville's small-town charm, this Comprehensive Plan engaged the community and key stakeholders to develop a shared vision for the future of Hapeville.

Current Planning Documents

In an effort to be truly comprehensive, the City of Hapeville's Comprehensive Plan works in conjunction with existing planning documents to build upon momentum, ensure consistency, and reduce redundancy. The following list outlines current City of Hapeville and relevant Fulton County planning documents that are referenced herein or should be used in conjunction with the plan to assist the City in accomplishing its vision and goals.

Housing

- Fulton County 2021 Annual Action Plan (2021)
- Fulton County 2020-2024 Consolidated Plan (2020)
- City of Hapeville Housing Profile (2019)

Economics

- CATLYST: Metro Atlanta Regional Economic Competitiveness Strategy (2017)
- Aerotropolis Atlanta Blueprint (2016)

Transportation

- The Atlanta Region's Plan Regional Transportation Plan (2021)
- City of Hapeville Commercial Parking Assessment (2019)
- Fulton County Transit Master Plan (2018)
- AeroATL Greenway Plan (2018)
- City of Hapeville LCI Study Update (2017)
- Transportation Alternatives Program (TAP) (2017-2022)

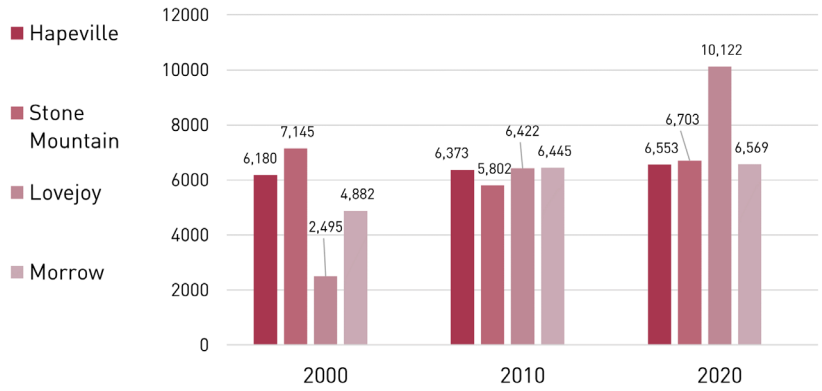
Chapter 2

Data and Demographics

Demographic Trends

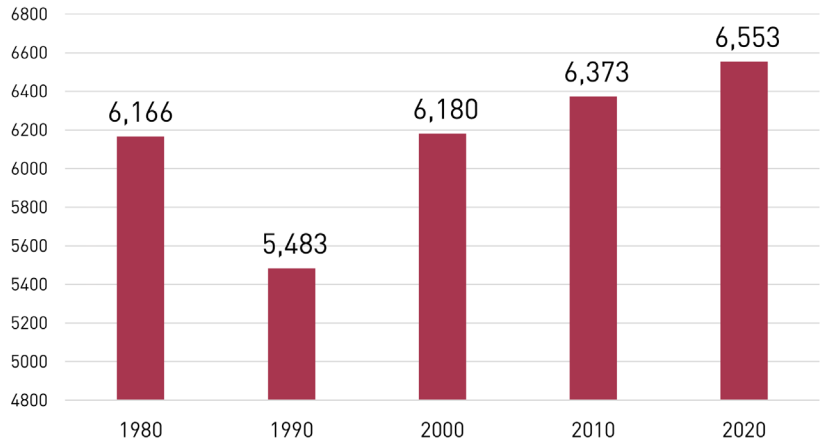
Between 2010 and 2020, the population of Hapeville increased by 2.8%, rising from 6,373 residents to 6,553 residents. This represents a larger rate of growth than the 1% increase in population experienced between 2000 and 2010 (Figure 2.1). In comparison to similar cities in the metropolitan area, Hapeville's population has held relatively constant (Figure 2.2). The median age of Hapeville's residents is 33.3, slightly younger than the median age of Fulton County as a whole (Figure 2.3).

Figure 2.2: Population Comparison



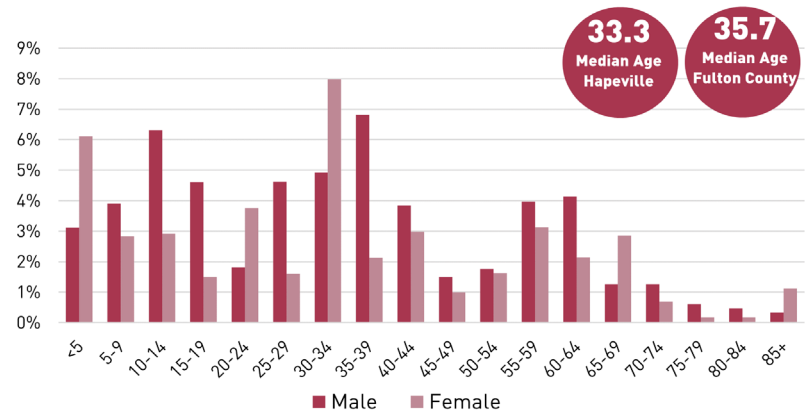
US Census Bureau Decennial Census (1980-2020)

Figure 2.1: Population Change



US Census Bureau Decennial Census (1980-2020)

Figure 2.3: Age Distribution

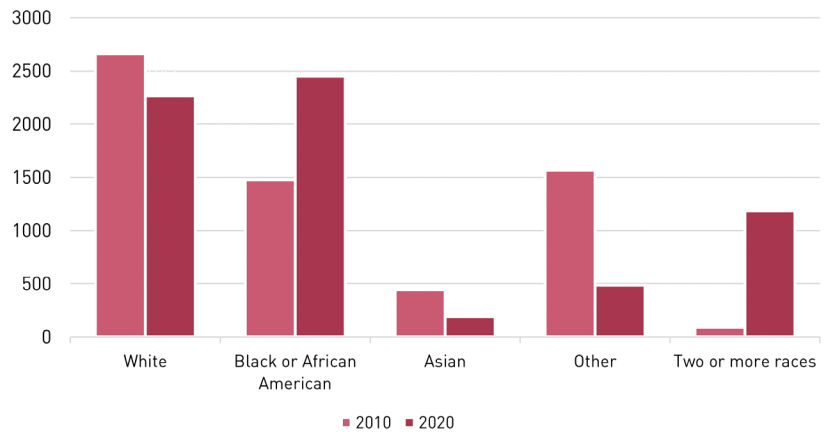


US Census Bureau American Community Survey (2020)

Demographic Trends

The population of Hapeville underwent some shifts in racial composition between 2010 and 2020 (Figure 2.4). The share of Black or African American residents rose from 24% to 37%, reflecting the racial composition of the 11-county region, which was also about 37% Black or African American in 2019. Residents identifying as two or more races made up 1% of the City's population in 2010, and this figure had risen to 18% by 2020. Hapeville's Asian residents made up 7% of the population in 2010, but only 3% of the population in 2020. The proportion of white Hapeville residents decreased from 43% to 34% during this time. In 2020, about a third (31%) of Hapeville residents identified as Hispanic or Latinx, down from 35% in 2020. In comparison, the region is 12% Hispanic or Latinx.

Figure 2.4: Racial Composition



US Census Bureau American Community Survey (2010 and 2020)

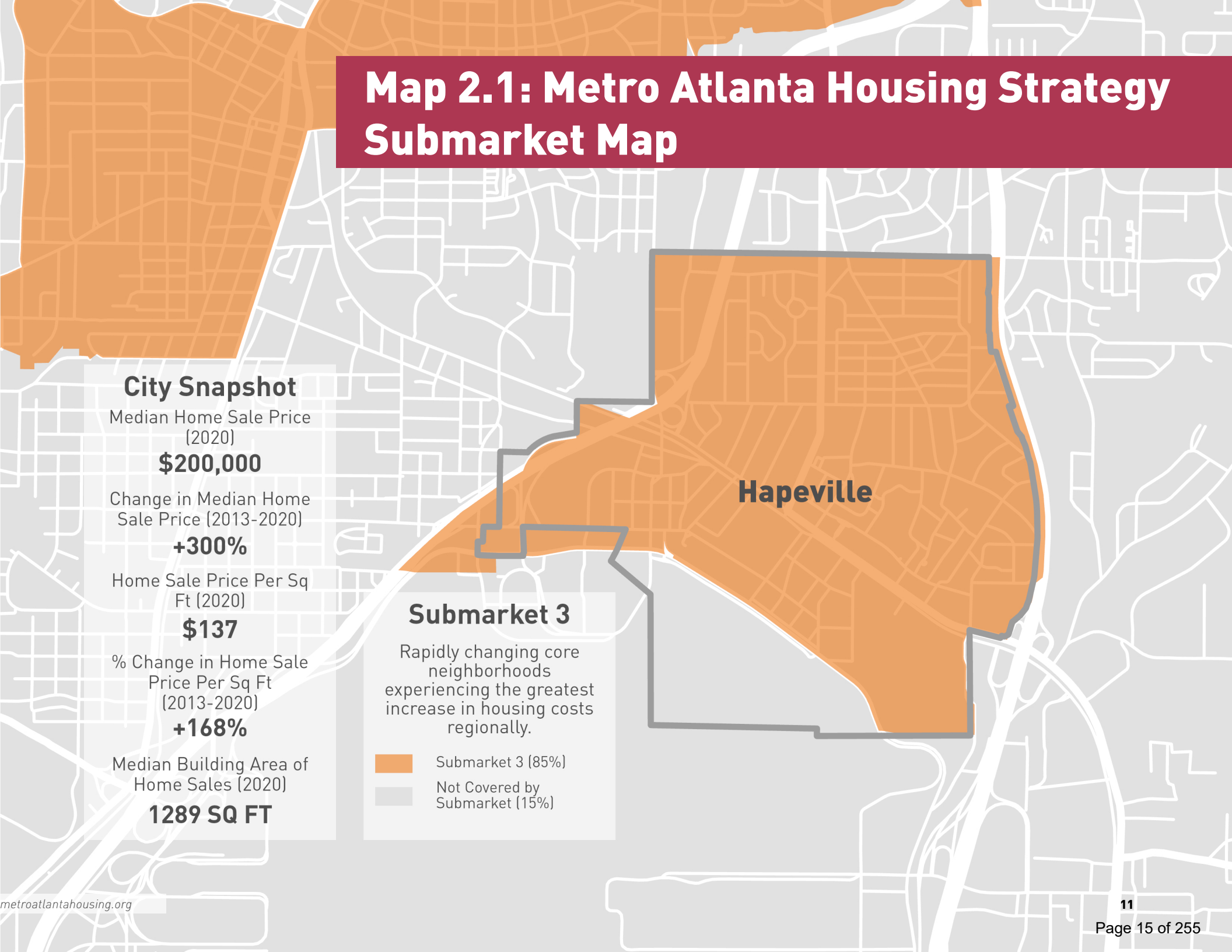
Housing Trends

Metro Atlanta Housing Strategy

The Metro Atlanta Housing Strategy (MAHS) is an interactive digital toolkit addressing the region's housing challenges. ARC launched the MAHS in 2019 to equip communities with detailed housing market information and targeted strategies to address housing needs. The MAHS divides the region into ten submarkets based on similar housing characteristics. 85% of Hapeville is classified as Submarket 3: rapidly changing core neighborhoods experiencing the greatest increase in housing costs regionally (Map 2.1, facing page). The remaining 15% does not have a submarket classification. The median home sale price in Hapeville as of 2020 was $200,000, representing an increase of 300% from the 2013 median price. *Note: This data does not reflect recent trends of significantly higher increases in housing prices.*

Suggested strategies for Submarket 3 include preserving the supply of existing affordable housing, promoting housing stability for existing residents, and developing leadership and collaboration on affordability, both through building internal local government capacity and through cooperation across different sectors and organizations. More information can be found on metroatlhousing.org.

Map 2.1: Metro Atlanta Housing Strategy Submarket Map



City Snapshot

Median Home Sale Price (2020)

$200,000

Change in Median Home Sale Price (2013-2020)

+300%

Home Sale Price Per Sq Ft (2020)

$137

% Change in Home Sale Price Per Sq Ft (2013-2020)

+168%

Median Building Area of Home Sales (2020)

1289 SQ FT

Submarket 3

Rapidly changing core neighborhoods experiencing the greatest increase in housing costs regionally.

Submarket 3 (85%)

Not Covered by Submarket (15%)

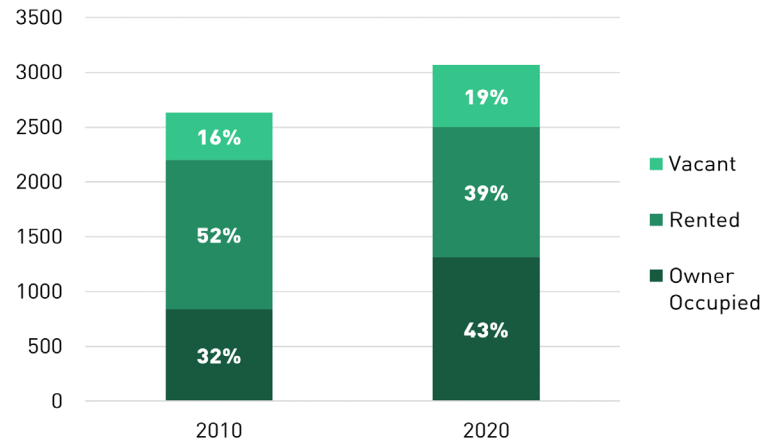
Housing Trends

The number of housing units in Hapeville rose between 2010 and 2020, with the estimated total housing supply exceeding 3,000 units by 2020. There was a shift toward a greater share of units being owned instead of rented over this decade period (Figure 2.5). There was an increase in owner-occupied units from 32% to 43%, while rentals went from making up about half of occupied units to only constituting around 39%. The proportion of vacant units in Hapeville's housing stock rose from 16% to 19% between 2010 and 2020.

In 2020, over two thirds (69%) of Hapeville's total housing stock consisted of single family detached structures, up from 62% in 2010 (Figure 2.6). Large multifamily housing of ten or more units provided 13% of Hapeville's housing units, a slight reduction from 18% in 2010. A combined 11% of housing units in 2020 were "missing middle" housing, defined as structures with between two and four units, or small multifamily housing, which includes between five and nine units. In contrast, these types made up 17% of units in 2010. Single family attached structures (townhomes) were 2% of units in 2010 and rose to 3% of units by 2020.

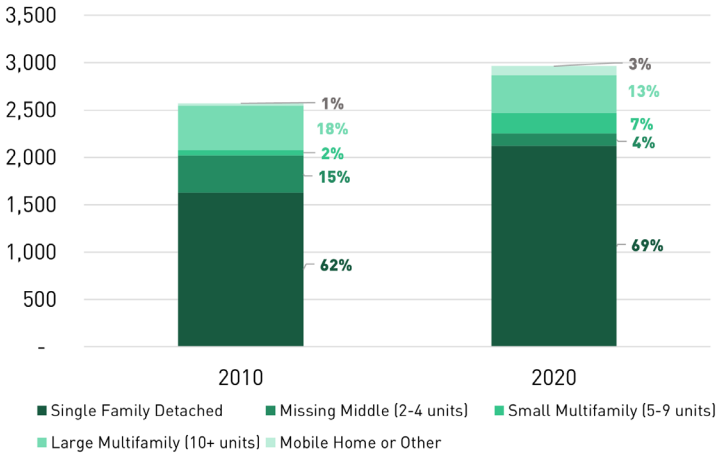
Note: Due to sample sizes, the breakdown of housing units by structure type should be considered rough estimates.

Figure 2.5: Housing Tenure



US Census Bureau American Community Survey (2010 and 2020)

Figure 2.6: Housing Types



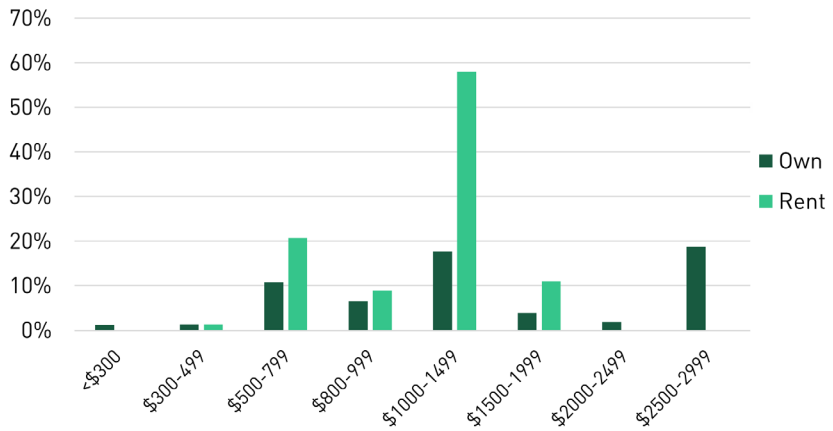
US Census Bureau American Community Survey (2010 and 2020)

Housing Trends

Most renters in Hapeville were paying between $1,000 and $1,499 monthly for housing as of 2020, with monthly housing costs more evenly distributed for homeowners (Figure 2.7). However, about a third (31%) of owners pay less than $1,000 a month for housing, while only 20% of renters have housing costs this low.

In 2020, the median annual income for households who owned homes was $75,036, compared to only $44,378 for renters (Figure 2.8). While around a third (35%) of owners make over $100,000 a year, only 12% of renters are in this income range.

Figure 2.7: Monthly Housing Costs



US Census Bureau American Community Survey (2020)

Figure 2.8: Household Income by Tenure

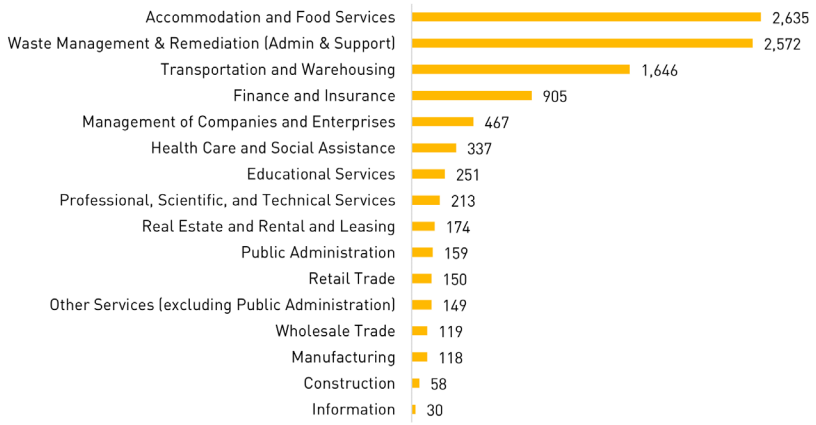
US Census Bureau American Community Survey (2020)

Economic Trends

Hapeville's median household income was $64,235 in 2020, up from $34,167 in 2010 (Figure 2.9). About a quarter of households make over $100,000 annually. 13% of households make less than $25,000 per year.

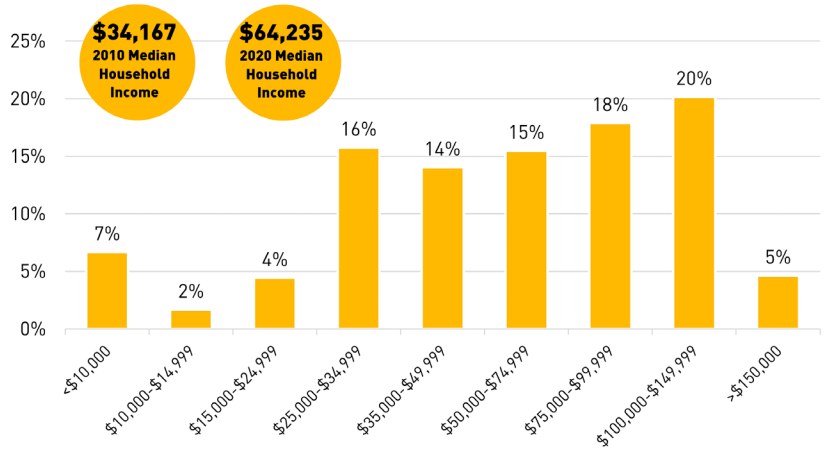
Hapeville's largest industry is Accommodation and Food Services, comprising about a quarter of the city's jobs. Another quarter is made up of employment in the Waste Management and Remediation (Administration and Support) industry (Figure 2.10). The top two industries in terms of where Hapeville residents are employed are Transportation and Warehousing and Accommodation and Food Services (Figure 2.11).

Figure 2.10: Workplace Area Characteristics



US Census Bureau LEHD Origin-Destination Employment Statistics (2018)

Figure 2.9: Income Distribution



US Census Bureau American Community Survey (2020)

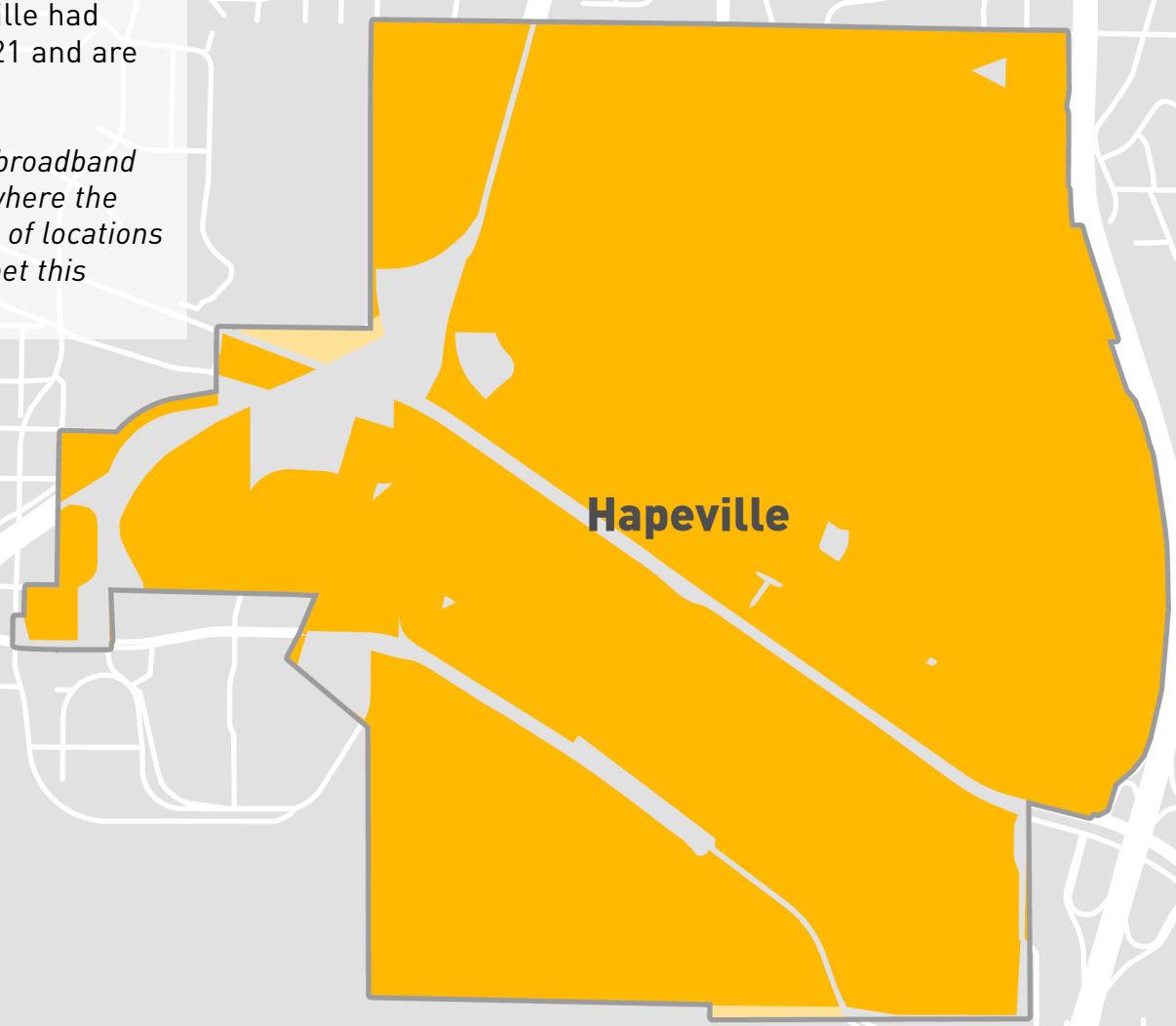
Figure 2.11: Resident Area Characteristics

US Census Bureau LEHD Origin-Destination Employment Statistics (2018)

Map 2.2: Broadband Access

The Georgia Department of Community Affairs (DCA) Georgia Broadband Program tracks access to broadband for homes and businesses across the state. According to data from DCA and the Federal Communications Commission, over 99.5% of locations in Hapeville had access to broadband provider service as of 2021 and are thus considered "served."

Note: Statistics are based on a fixed, terrestrial broadband definition of 25 Mbps down and 3 Mbps up, and where the broadband service is available to more than 80% of locations in a census block. Census blocks that did not meet this definition are delineated as "unserved."



Served
>80% of locations in census block have access to fixed terrestrial broadband.

Unserved
Area does not meet served designation.

No Locations
No addresses where service could be located.

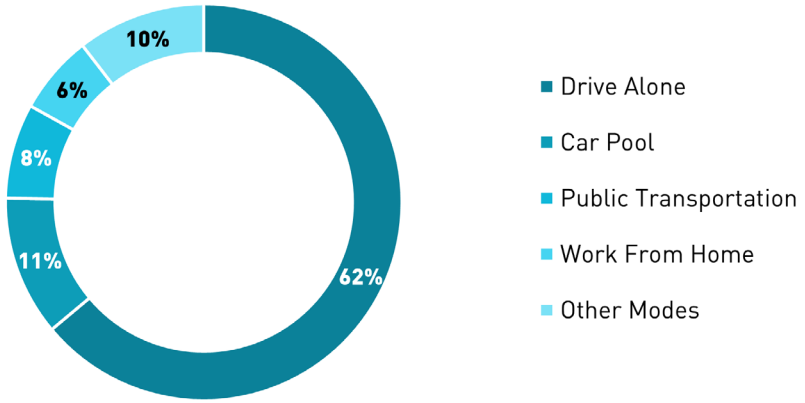
- Served
- Unserved
- No Locations

Federal Communications Commission and Georgia Department of Community Affairs (2021)

Transportation Trends

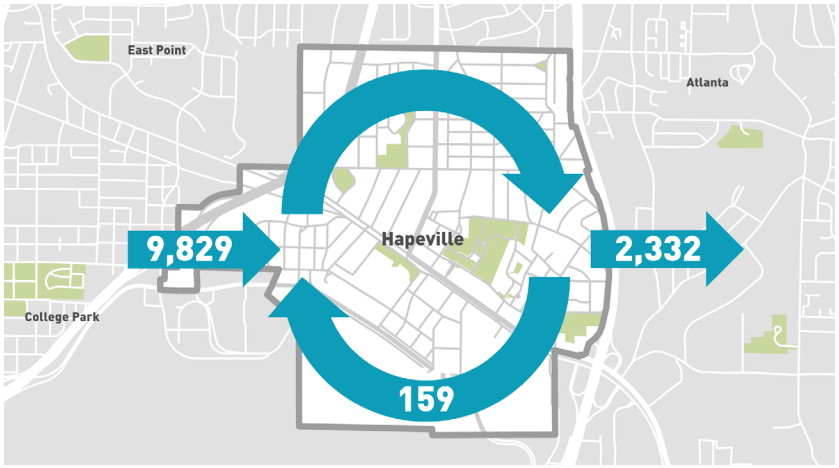
Close to 10,000 people commute from outside of Hapeville to work within the city, while over 2,000 Hapeville residents leave to work in surrounding areas, with approximately 159 residents remaining in the city for their jobs (Figure 2.12). Almost three quarters (73%) of Hapeville's workers use a car for their commute, with 62% driving alone and 11% carpooling (Figure 2.13). 8% use public transportation, and 6% work from home. The majority (70%) of Hapeville's residents have a commute time of less than half an hour (Figure 5.14).

Figure 2.13: Mode of Transportation



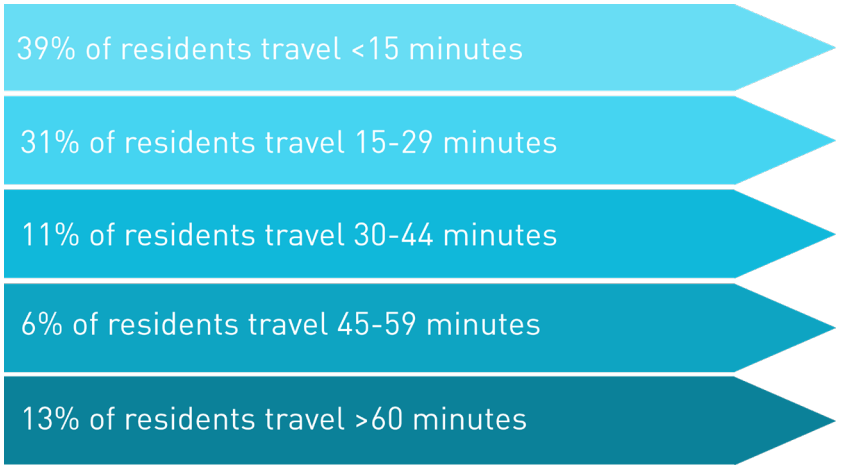
US Census Bureau American Community Survey (2020)

Figure 2.12: Traffic Flows



US Census Bureau LEHD Origin-Destination Employment Statistics (2018)

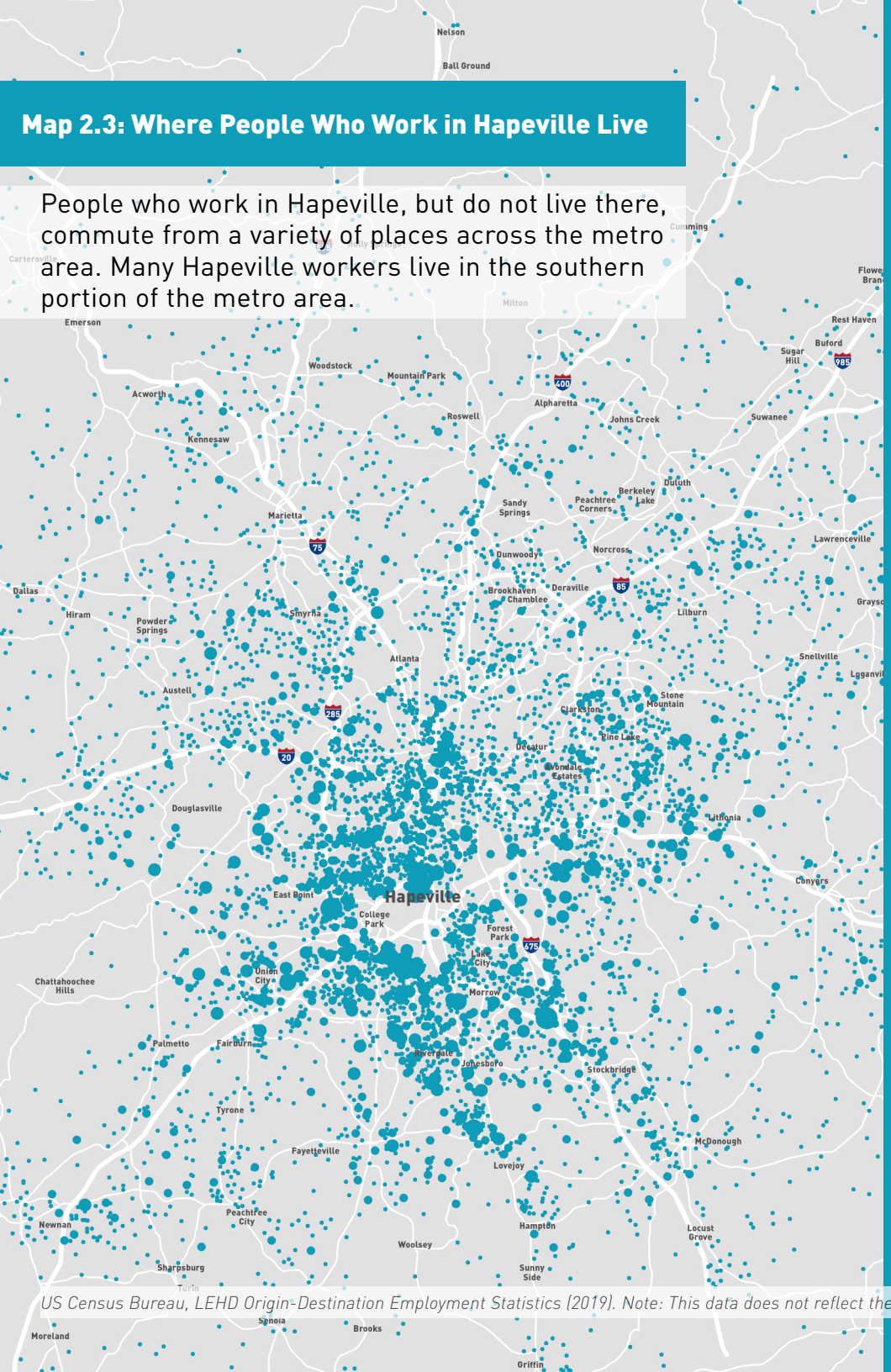
Figure 2.14: Commute Time



US Census Bureau American Community Survey (2020)

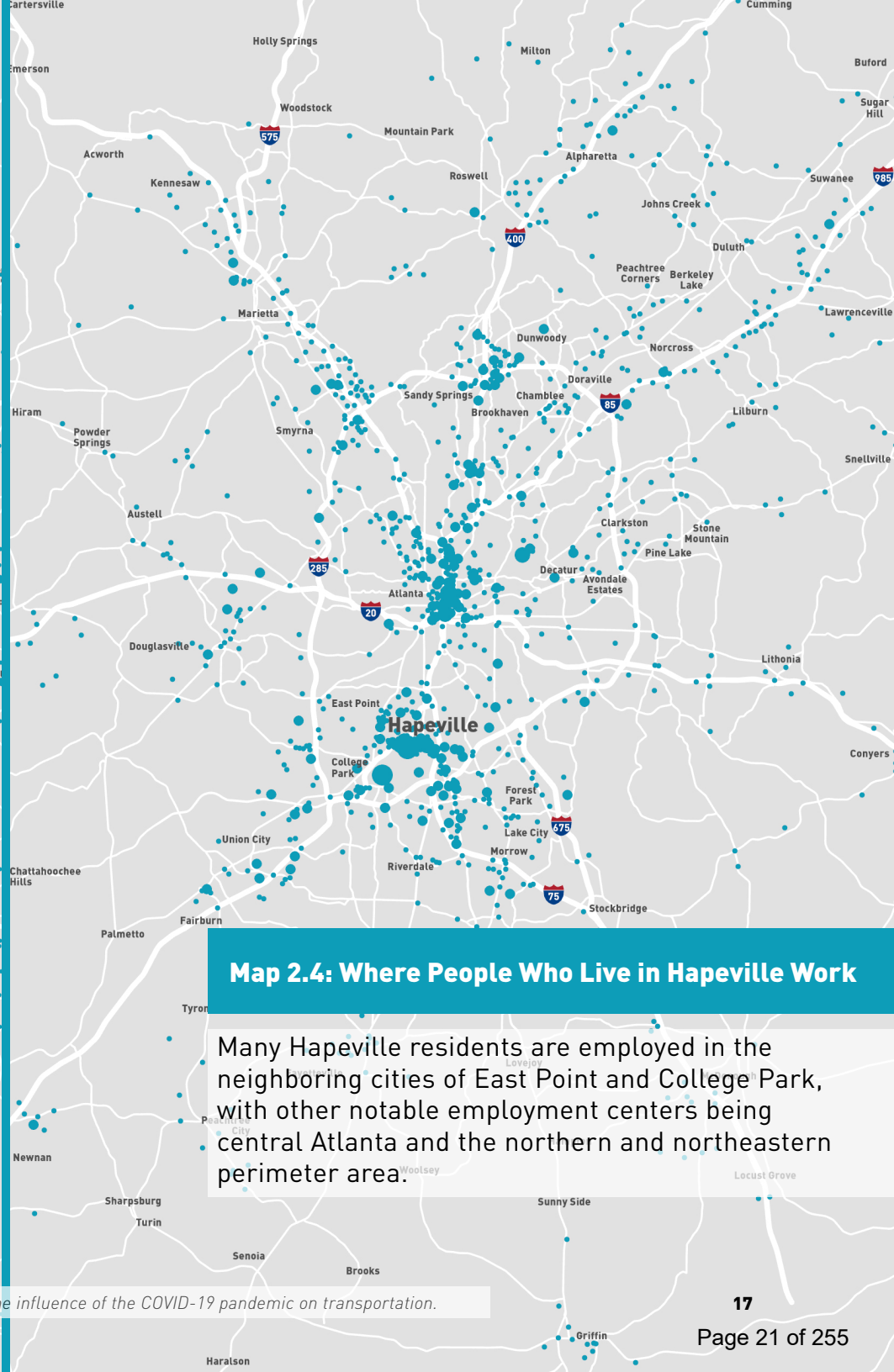
Map 2.3: Where People Who Work in Hapeville Live

People who work in Hapeville, but do not live there, commute from a variety of places across the metro area. Many Hapeville workers live in the southern portion of the metro area.



Map 2.4: Where People Who Live in Hapeville Work

Many Hapeville residents are employed in the neighboring cities of East Point and College Park, with other notable employment centers being central Atlanta and the northern and northeastern perimeter area.



US Census Bureau, LEHD Origin-Destination Employment Statistics (2019). Note: This data does not reflect the influence of the COVID-19 pandemic on transportation.

Chapter 3

Community Participation

Photo courtesy of City of Hapeville

Community Participation Process

Public involvement is a key component of the comprehensive planning process. This step is critical for understanding the vision, goals, and needs of the Hapeville community. As such, this comprehensive plan update involved the public in a meaningful way.

Project Management Team

The project management team included representatives from the City and the Atlanta Regional Commission (ARC). This team met monthly to discuss progress and select materials and data to be presented during public outreach.

Steering Committee

The steering committee included key representatives from identified key stakeholder groups within the city. These stakeholders included representatives from the Planning & Economic Development Department, City Council, the Development Authority, Main Street Board, Planning Commission, and Design Review Committee, as well as representatives from the hotel and real estate industries, small business owners, and residents. The steering committee met three times during the planning process:

1. Steering Committee Meeting #1 was held virtually on March 14, 2022. The purpose of this meeting was to introduce the steering committee and discuss the process and timeline of the project. Selected data and demographic information was shared with the steering committee, and a brief SWOT analysis was also conducted to establish the steering committee's view of Hapeville's assets and challenges.

2. Steering Committee Meeting #2 was held virtually on May 9, 2022. The purpose of this meeting was to discuss the assets and challenges determined through the online survey and public open house, as well as to begin updating the community vision and goals.

3. Steering Committee Meeting #3 was held in person at the Hapeville Municipal Court on June 13, 2022. The purpose of meeting was to update the community vision and goals based on steering committee input and the public input previously gathered.

Community Engagement

The public involvement process included a variety of outreach tools and locations including a website, an online community survey, and a community public open house. The focus on multiple means of collection and distribution of information, along with careful timing of activities was tied to the anticipated completion of key milestones of the comprehensive plan update. This allowed for public input to be incorporated directly into the process in a meaningful way.

Community Participation Process

Public Open House

The public open house for this comprehensive plan update was conducted on April 18, 2022. This community meeting was held at Arches Brewing and was attended by 24 community members (Figure 3.1). The purpose of this meeting was to acquaint the public with the comprehensive planning process and to gather public input to inform the planning process.

A SWOT analysis was conducted, with strengths, weaknesses, opportunities, and threats recorded on posters (Figures 3.2 and 3.3). Community members were also invited to place markers on two maps, identifying locations in need of traffic and parking improvements and locations where they would like to see different varieties of housing (see Appendix).

Figure 3.1: Public Open House

Photo courtesy of City of Hapeville

Figure 3.2: Strengths and Weaknesses

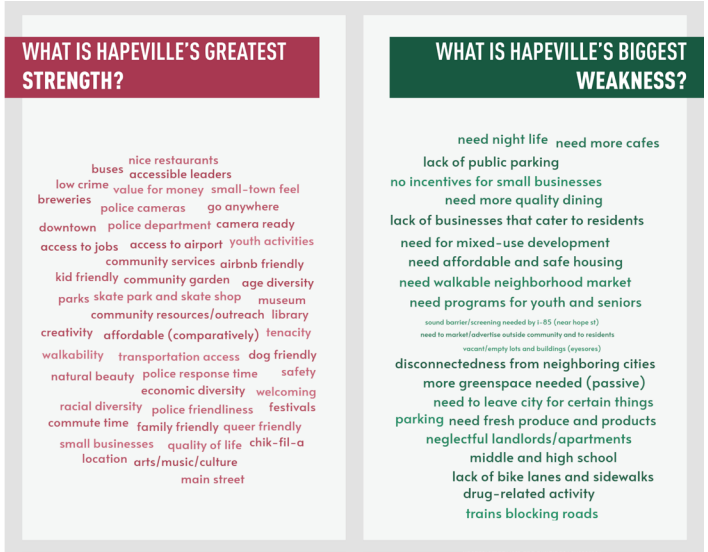
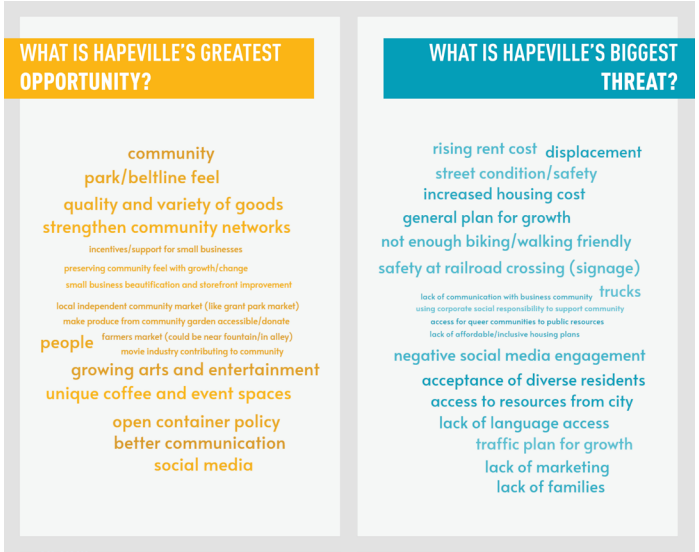


Figure 3.3: Opportunities and Threats



Community Participation Process

Website

A project website was established as the hub of information for this comprehensive plan update. The site provided basic information about the comprehensive planning process, noted key milestones and dates, and housed the online community survey.

All meetings and announcements were made available via **publicinput.com/Hapeville2022**.

Online Community Survey

Surveys are an important method of information gathering, generating data that is essential for developing an understanding of the community and its needs. As such, a community survey was designed to gather input on a variety of topics from natural and environmental resources to housing, using a SWOT (Strength, Weakness, Opportunity, and Threat) analysis. The survey was made available via Hapeville's PublicInput website in February and March of 2022 and advertised on the City of Hapeville website and Facebook page, in the Hapeville newsletter, and via flyers posted at local businesses.

The survey had over 140 respondents, with the majority (59%) being between the ages of 30 and 49 years old and residing in Hapeville (94%). The overwhelming majority of respondents were homeowners (94%), and respondents tended to be white (62%) and female (69%).

The survey indicated that respondents see Hapeville as a community with a "small town" feel and convenient location, with access to multiple modes of transportation. 40% felt that their quality of life in Hapeville was "high," 58% saw it as "average," and only 2% ranked it "low." Many respondents agreed that Hapeville would benefit from attracting a grocery store. Respondents saw Hapeville's walkability and proximity to the airport and interstate as two of its key assets, along with the vibrant downtown, sense of community, and speed of police and fire response. The lack of a grocery store, a lack of variety among local businesses, inconsistent sidewalks and pedestrian infrastructure, and the need to manage growth were some of the challenges identified.

Results of this survey were used to supplement statistical data and input from the public open house to represent the public's voice regarding the future development of Hapeville. A full summary of the online community survey can be found in the Appendix.

Chapter 4

Vision and Goals

Vision

To create sustainable, vibrant, mixed-use downtown and gateway nodes that serve the residents, businesses, and employees, while celebrating the city's small-town charm and character.

Vision and Character Goals

- Preserve Hapeville's "Small Town" charm.
- Encourage and enhance the growing art scene in Hapeville.
- Work to improve the school system in Hapeville to improve quality of life and attract young families with children to the area.
- Work with community assets, such as Delta, Porsche, and Hartsfield-Jackson International Airport, to create a sense of identity and character for Hapeville.
- Pursue policies and programs that promote sustainable development and sustainable practices, in partnership with Hapeville's employers and other community assets.

Land Use Goals

- Draw a local grocer to the area. This desire was expressed by residents and employers in Hapeville.
- Support the growth and sustainability of small and local businesses in downtown.
- Attract a range of housing options – affordable, senior, and higher density housing in downtown.
- Provide greenspace for community events and a community garden. Incorporate pocket parks in neighborhoods lacking greenspace. Protect and maintain natural resources, including tree canopy and waterways.
- Support the growth of corporate offices in Hapeville, particularly in the Corporate Crescent.

Transportation Goals

- Enhance walkability in the city with improved sidewalks and at-grade railroad crossings.
- Beautify streetscapes to create a sense of arrival and branding for the city.
- Infill and improve sidewalks in residential areas – connecting residents to destinations, such as parks, schools, and downtown.
- Enhance bikeability with new bicycle paths, trails, and connections to existing networks, such as the Atlanta BeltLine.
- Improve transit options for residents and area employees, including MARTA bus and rail access and low-speed vehicles, while promoting existing transportation alternatives.
- Improve transportation options for visitors to hotels and connections to downtown Hapeville and the airport.
- Accommodate new growth with infrastructure improvements, including clearly marked parking and traffic control.

Chapter 5

Needs and Opportunities

Community Needs and Opportunities

Top 10 Needs and Opportunities

1. Increase the diversity of retail offerings, including attracting a market and a variety of small businesses
2. Improve the condition and connectivity of sidewalks and bike lanes
3. Encourage mixed-use development that incorporates retail
4. Work with Norfolk Southern to improve railroad crossings
5. Encourage affordable housing throughout the city
6. Provide adequate parking downtown
7. Redevelop underutilized lots and buildings
8. Steward existing greenspace and seek opportunities to incorporate trees and natural landscaping
9. Responsibly manage growth and development
10. Enhance and diversify Recreation programming

Natural and Environmental Resources

A number of parks were identified as natural and environmental resources, including **Jess Lucas Y-Teen Park**, **John R. Lewis Park**, and **Cofield Park**, among other neighborhood and downtown parks. Residents described **Cofield Park** as a significant natural resource and expressed concern over illegal dumping into the **Cofield Park creek**. Multiple respondents to the online survey noted that the **Flint River** was a significant resource in need of greater protections for its watershed.

Historic and Cultural Resources

Downtown was identified as having some of the most significant historic and cultural resources within the city, including the **Hapeville Library**, the **Arts Alley**, the **Hapeville Historical Society and Depot Museum**, the **Hapeville Performing Arts Center**, and the **Veterans' Memorial Fountain**. Residents saw the **Recreation Center** as a resource, but indicated a desire to see more program offerings there. In addition, **historic homes** and **historic cemeteries** were identified as an important resources for Hapeville. Residents expressed interest in a **self-guided or walking tour** of **arts landmarks and historical markers** in Hapeville, as well as more **markers about historic events**, such as the gas line explosion that destroyed a daycare center in 1986.

Community Needs and Opportunities

Future Development

The majority of respondents to the online survey (47%) characterized Hapeville's pace of development in recent years as "Just Right." Respondents indicated a desire to see the majority of future development focused along the **I-85 corridor**, especially in the area of **southwest Hapeville bounded by South Central Avenue, Virginia Avenue, and I-85**. In addition, respondents identified the **area around the former Ford assembly plant** as a focus area for future development, which aligns with the area's inclusion in the Corporate Crescent employment center.

Economic Development

Residents noted that they would like to see a **grocery store or market**, as well as **support for small local businesses**. 70% of survey respondents visit downtown to patronize restaurants – the remaining 30% are divided between Parks/Greenspace (14%), Business/Banking (6%), Entertainment/Nightlife (4%), and Other (7%). Residents identified **pop-up farmers markets**, **family-friendly restaurants**, **sidewalk, road, and bike lane improvements**, and **branding as an entertainment district with music venues, open container, and a food truck park** as the primary improvements that need to be made to enhance downtown. Residents support continuing **arts programs** in Hapeville, including **visual and performing arts programming** and **artistic painted crosswalks.**

Transportation

The majority of survey respondents (52%) ranked **pedestrian and bicycle safety** as "Poor" or "Below Average." Numerous areas throughout the city were identified as dangerous for pedestrians and/or bicyclists, primarily along **North Central Avenue**, **Dogwood Drive**, and **Northside Drive**. Respondents noted that sidewalks and lighting should be improved throughout the city. Most respondents agreed that **traffic safety** (63%), **traffic congestion** (65%), and **parking** (51%) were either "Good" or "Adequate." Respondents noted that more **commercial and visitor parking**, with **clear signage**, is needed for downtown businesses. Finally, a number of respondents highlighted **unsafe conditions at railroad crossings due to confusing signage**, **trains blocking intersections**, and **insufficient sidewalks at crossings**.

Housing

Survey respondents indicated a need for more **affordable housing** (49%) and **senior housing** (53%). When asked to identify Hapeville's most important housing need, a number of respondents indicated a desire to see **mixed-use developments incorporating retail space**, as well as **quality affordable housing**, including **affordable housing for seniors**. Some respondents expressed a preference for **lower-density, single-family housing**, including **preservation of existing housing stock**.

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Chapter 6

Land Use

Existing Land Use, Zoning, and Land Conditions

This section describes existing conditions in the City of Hapeville's governance, land use, and zoning.

City Government

The City of Hapeville uses the council-manager form of government, with an appointed city manager, four elected council members, and an elected mayor. They are as follows:

Mayor
Alan Hallman

City Council
Brett Reichert, Councilman at Large
Mark Adams, Councilman (Ward 1)
Chloe Alexander, Councilman (Ward 2)
Mike Rast, Alderman at Large

City Manager
Tim Young

Local Neighborhoods

Map 6.1 illustrates the seven local neighborhoods: Asbury Park, Azalea Park, Central Park, Cofield Park, Moreland Park, Northwoods, and Virginia Park, that comprise the City of Hapeville's residential community. These neighborhoods are predominately single-family residential. While the housing character is overarchingly similar throughout the community, each neighborhood is unique in housing character, based on its history, street network, and greenspace.

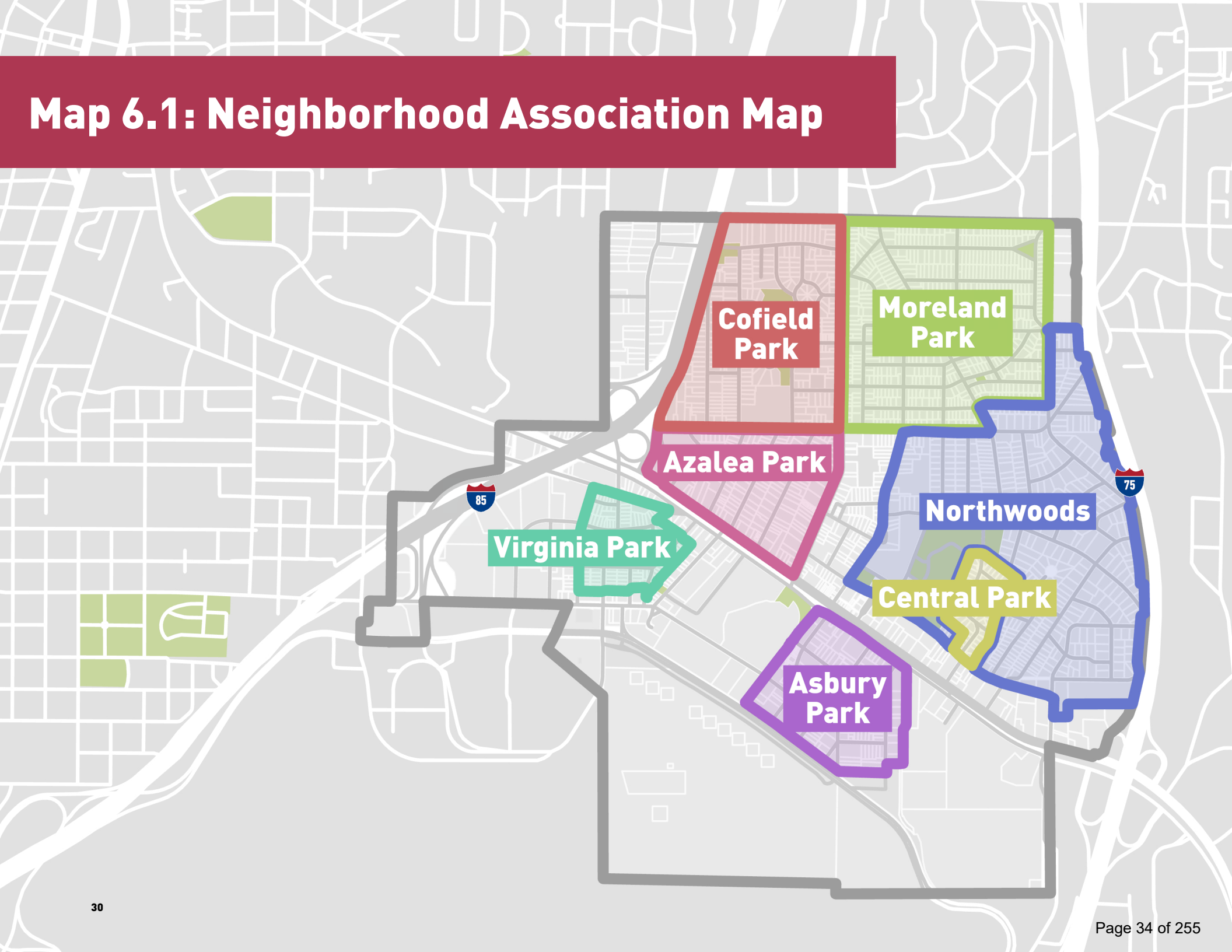
Existing Land Use

Hapeville's area is approximately 1,500 acres. Current land uses within Hapeville remain fairly separated, with commercial/retail areas along Central Avenue towards the airport and residential areas in the north, as shown in Map 6.2. It is recommended that the city update this map based on changing land uses and new development.

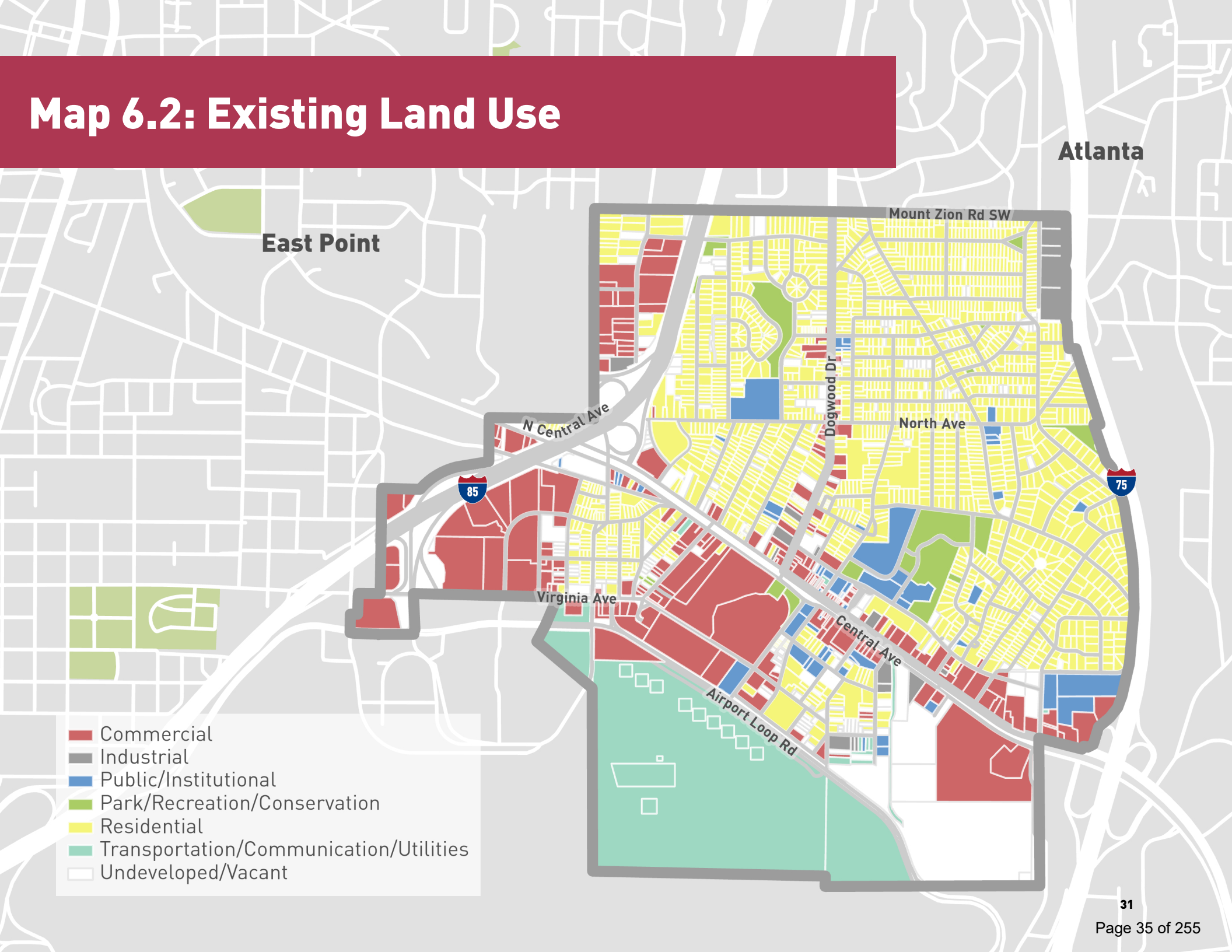
Commercial

Commercial land use is the most prominent land use, second to residential, with a majority of this land in small parcel developments along Central Avenue and Dogwood Drive. Commercial uses are largely in the form of gas stations, fast food establishments, and sit-down restaurants towards the junction of North Central Avenue and I-75, and art galleries, bakeries, local restaurants, small strip centers, and other neighborhood service businesses towards the South Central and Dogwood Drive intersection. Larger commercial parcels include larger businesses and chains like Wells Fargo, Courtyard by Marriott Atlanta Airport, and Hilton Atlanta Airport on Atlanta Avenue near the I-85/South Central Avenue junction.

Map 6.1: Neighborhood Association Map



Map 6.2: Existing Land Use



Existing Land Use, Zoning, and Land Conditions

Existing Land Use

Industrial

Most of Hapeville's industrial land use is situated along the southeastern edge around the former site of the Ford Atlanta Plant. This site has seen some reinvestment, and land use of the site has changed with the opening of the Kimpton Overland Hotel and the Porsche North America Headquarters and Experience Center. Industrial land use can also be seen in the northeastern quadrant of the city, fronting I-75.

Public/Institutional

Public/Institutional land uses consist of civic buildings such as fire andpolice departments, city hall, schools, and churches. Within the City of Hapeville, a small concentration of institutional use can be seen toward the central portion of North and South Central Avenues (Map 6.2), with a few parcels located within residential areas.

Park/Recreation/Conservation

Within the City of Hapeville, there are five parks that provide recreational and passive opportunities. Large park space can be seen in Map 6.2, predominately in the northern portion of the city, while few public parks exist south of South Central Avenue.

Residential

Residential land use is the primary use in Hapeville. The majority of residential land use is seen in the northern portion of the city. Because of the tight historic street network, neighborhoods are fortunate to have great connectivity and potential walkability to area amenities. It should be noted that many of these neighborhood streets lack sidewalks. Installation and improvement of sidewalks is an ongoing part of the Community Work Program.

Transportation/Communication/Utilities

This land use consists of major transportation routes and infrastructure, utilities such as sewage treatment plants and power lines, power substations, public right-of-way., railroad, and communication facilities. These areas generally have a high percentage of impervious surface coverage. The Georgia Power substation on Elm Street and Federal Express shipping on Perry Hudson Boulevard are TCU uses. The southernmost portion of Hapeville houses airport and airport-related facilities.

Undeveloped/Vacant

Undeveloped and vacant land is predominately located on the southern portion of the city, providing many opportunities for the development of the Corporate Crescent. Vacancies can also be seen peppered throughout the existing neighborhoods.

Existing Land Use, Zoning, and Land Conditions

Existing Zoning

Table 6.1 provides a list of the currently adopted zoning categories for the City of Hapeville. Map 6.3 shows the zoning categories currently assigned to parcels within Hapeville. The City of Hapeville Zoning Code is used to provide a guide for current and long-range planning activities. City development is regulated through the city's Zoning Ordinance. Specific zoning regulations establish minimum parcel sizes and setbacks together with building design, parking and landscape requirements, and signage control.

Arts District Overlay

The Zoning Ordinance also includes the Arts District Overlay, shown in Map 6.3, that was established to help Hapeville reinvent itself as a cultural destination centered around its downtown. This District Overlay was seen as a necessary measure to help protect the city's downtown character from development pressures. The Overlay specifies preferred land uses that support the growth of the arts, contributing to an arts destination that residents and travelers alike can enjoy.

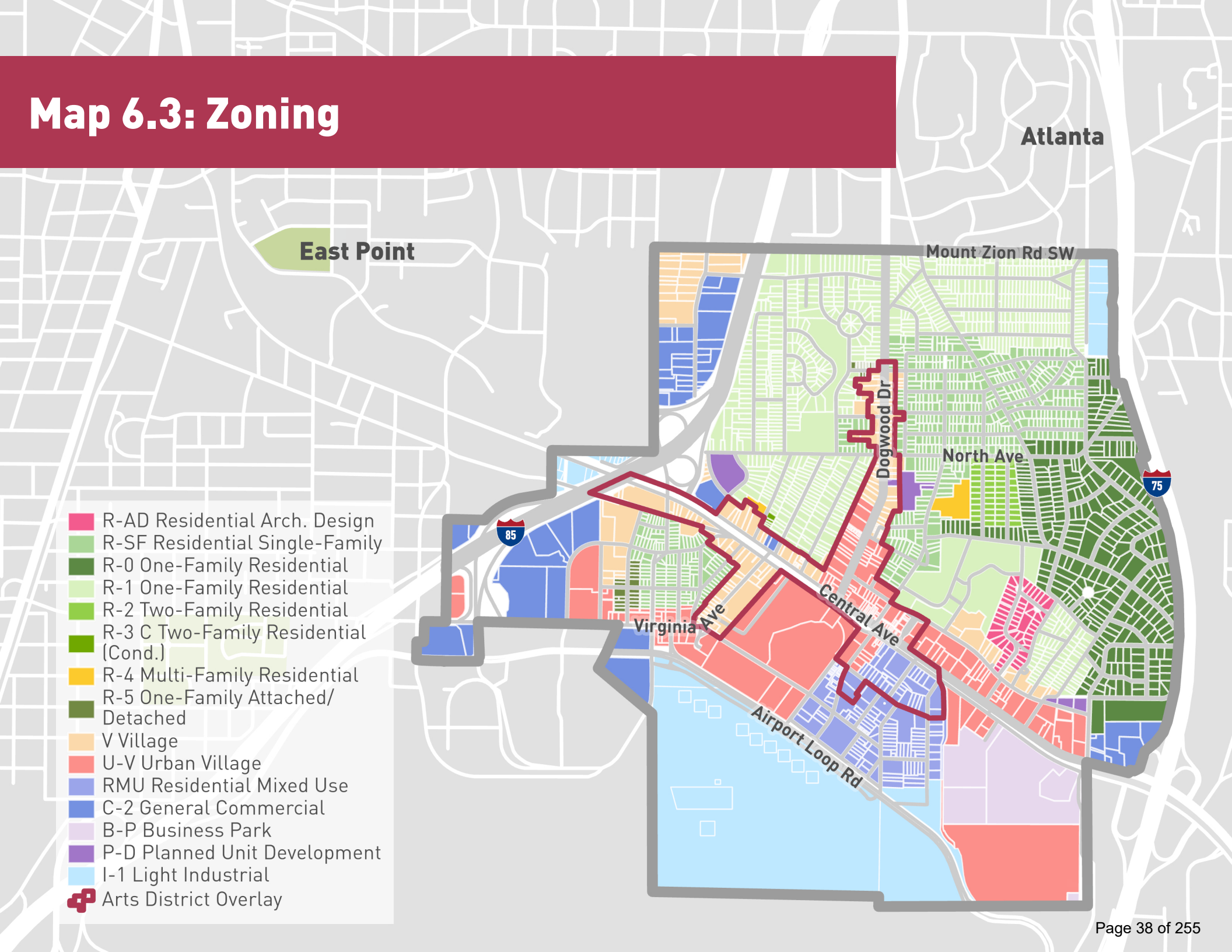
Architectural Design Standards

Hapeville's Code of Ordinances includes a set of Architectural Design Standards for buildings and new development. The focus of these standards is to maintain the historical character found throughout Hapeville and enhance walkability. The Design Review Committee is responsible for ensuring that all new construction and exterior building modifications adhere to these standards.

Table 6.1: Zoning Districts

R-AD	Residential-Architectural Design	**RMU**	Residential Mixed Use
R-SF	Residential Single Family	**C-R**	Commercial-Residential
R-0	One-Family Residential	**N-C**	Neighborhood Commercial
R-1	One-Family Residential: allows playgrounds, parks, and recreational buildings plus R-0 permitted uses	**C-1**	Retail Commercial
R-2	Two-Family Residential	**C-2**	General Commercial
R-3	Two-Family Residential: allows for attached and patio houses with no more than 4 dwelling units attached plus R-2 permitted uses	**B-P**	Business Park
R-4	Mult-Family Residential	**P-D**	Planned Unit Development
R-5	One Family Attached-Detached Residential	**I-1**	Light Industrial
R-I	Residential Infill Overlay	**I-2**	Heavy Industrial
V	Village Zone	**D-D**	Downtown Development
U-V	Urban Village	**C-T**	Commercial Transportation

Map 6.3: Zoning



Existing Land Use, Zoning, and Land Conditions

Historic District

The City of Hapeville was established in 1875 after Dr. Samuel Hape persuaded the Central Railroad and Banking Company of Georgia to establish a flag stop in the area. Hapeville was incorporated by the Georgia Assembly on September 16, 1891, with transportation as a major influence on the development of the town. Transportation remains a staple in the city with the active railroad and airport influencing growth and economic development.

On October 14, 2009, the Hapeville Historic District was established. With this designation, the city is eligible for historic preservation funds. The Hapeville Historic District includes historic commercial and residential areas composed of mostly one to two story brick buildings, which portray a variety of historic architectural styles. Local contributing landmarks include the Depot Museum (1890), shown in Figure 6.1, the Masonic Lodge (1903), shown in Figure 6.2, and the commercial district along North Central Avenue.

Many homes in the residential neighborhoods are identified as historically significant. Areas west of I-85 along Cofield Drive display Folk Victorian, Queen Anne, Craftsman, Colonial Revival, English Vernacular Revival, and Classical Revival historic architectural styles. There are about half a dozen mid-century apartment complexes containing two-story buildings with a courtyard.

Figure 6.1: Hapeville Depot Museum

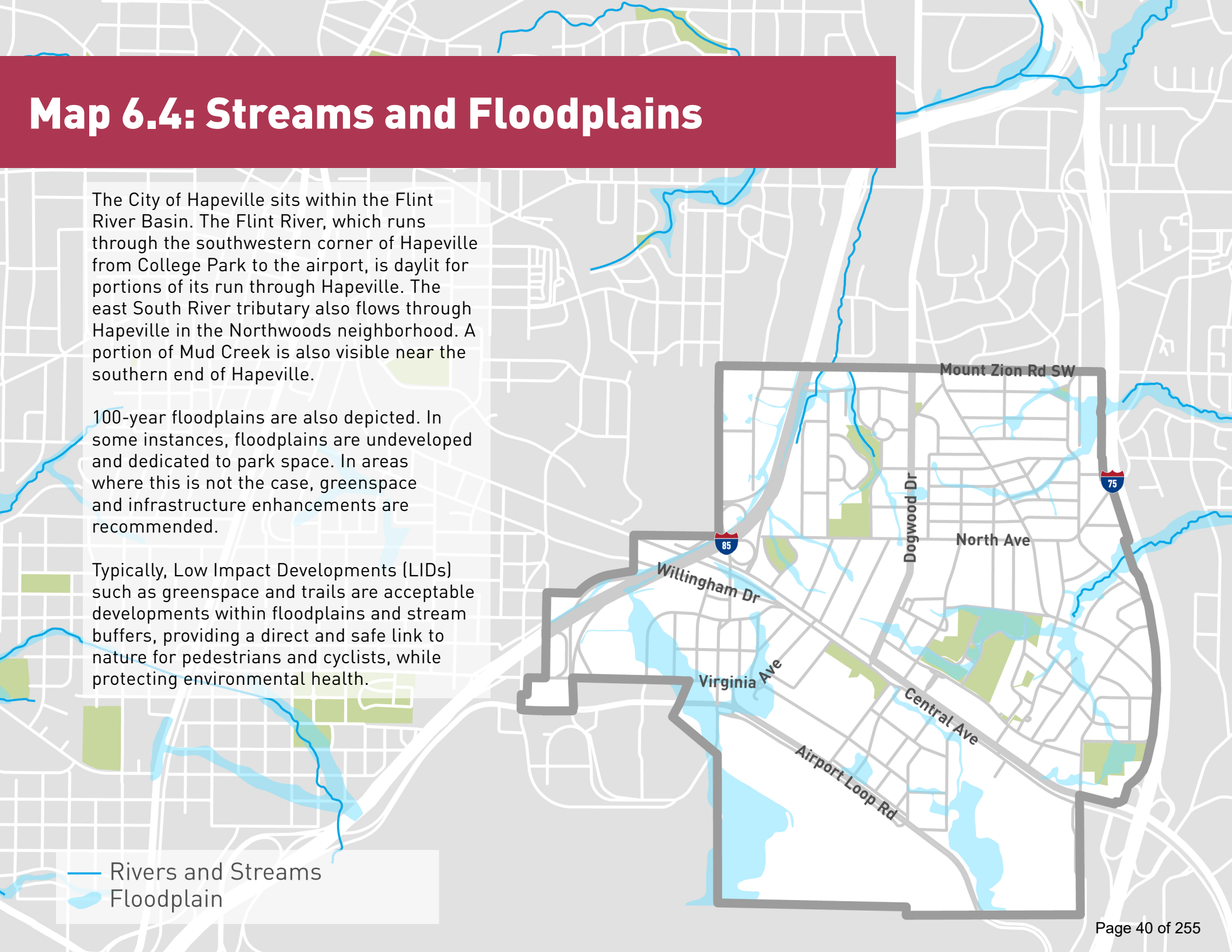
Figure 6.2: Masonic Lodge

Map 6.4: Streams and Floodplains

The City of Hapeville sits within the Flint River Basin. The Flint River, which runs through the southwestern corner of Hapeville from College Park to the airport, is daylit for portions of its run through Hapeville. The east South River tributary also flows through Hapeville in the Northwoods neighborhood. A portion of Mud Creek is also visible near the southern end of Hapeville.

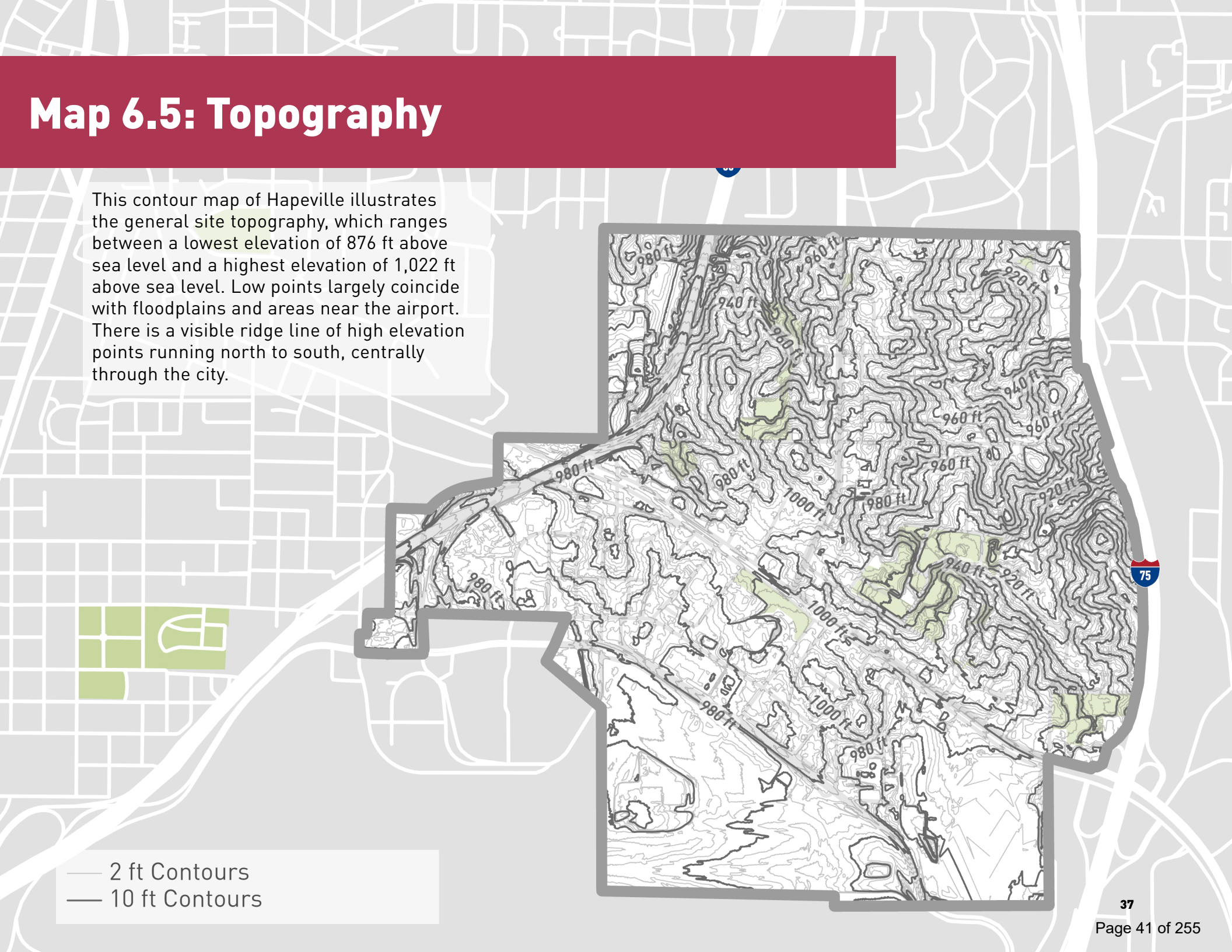
100-year floodplains are also depicted. In some instances, floodplains are undeveloped and dedicated to park space. In areas where this is not the case, greenspace and infrastructure enhancements are recommended.

Typically, Low Impact Developments (LIDs) such as greenspace and trails are acceptable developments within floodplains and stream buffers, providing a direct and safe link to nature for pedestrians and cyclists, while protecting environmental health.



Map 6.5: Topography

This contour map of Hapeville illustrates the general site topography, which ranges between a lowest elevation of 876 ft above sea level and a highest elevation of 1,022 ft above sea level. Low points largely coincide with floodplains and areas near the airport. There is a visible ridge line of high elevation points running north to south, centrally through the city.



Future Development

The City of Hapeville's Future Land Use Map (Map 6.6) is updated periodically to guide Hapeville's growth and development. Key future land use objectives can be seen in the southern portion of Hapeville, focused on redevelopment of the Ford Atlanta Plant and other under-utilized sites in the Corporate Crescent into high density mixed use development. North and South Central Avenue are predominately medium-intensity mixed-use to encourage infill. The northwest quadrant of the city, just west of I-85, is categorized high intensity mixed use, to encourage redevelopment of this predominately industrial area. Land use categories included in the Future Land Use Map are described below.

Residential and Multi-Family Residential

Residential land uses are defined by housing type, which also relates to density. Single-family detached uses represent the lowest density and may be established on individual building lots ranging from 4,000 square feet to more than one acre. Single-family attached and multi-family uses record approximately the same density, although multi-family projects tend to be developed at a higher density. Services such as streets, utilities, and transit are more heavily used in higher density areas. As a result, planning and developing such services in multi-family areas must account for the greater system loads associated with higher density. Dwellings dominate residential land use, although customary uses in these districts include places of worship, schools, and parks.

Low Intensity Mixed Use

This intensity anticipates two and three-story structures housing a mix of uses. The Commercial-Residential and Urban Village zoning classifications are well suited to allowing such mixed use flanking, abutting or near traditional neighborhoods.

Medium Intensity Mixed Use

Medium intensity can be expected to be realized through a development pattern of four- and five-story commercial development near mid-rise development. This level of development is envisioned for previously undeveloped properties downtown, rather than existing historic structures.

High Intensity Mixed Use

- High intensity mixed use is appropriate in areas that have shifted away from the traditional single-family development pattern to a mix of commercial and higher density attached residential. Building heights in high intensity mixed use areas should be limited to:
- Two to three stories in neighborhoods
- Three to four stories along Dogwood Drive
- Four to five stories along North Central Avenue
- Four to seven stories in College Square (now Asbury Park) near the airport
- Four to seven stories on Sylvan Road

Future Development

Commercial

Commercial uses consist of non-industrial business uses, including retail sales, office, service and entertainment facilities. Hotels, restaurants, shopping centers, offices, banks, automotive repair shops, and dry cleaners are examples of commercial land uses.

Industrial

The light industrial category consists of land dedicated to warehousing and wholesale trade facilities and "clean" manufacturing facilities. Light industrial is differentiated from heavy industrial, which includes processing plants, factories, mining or mineral extraction activities, landfills and similar uses, not by lot coverage or size and height of structures, but rather by the limited impacts of activities conducted on the premises compared to heavy industrial uses.

Public/Institutional

The public/institutional land use category includes state, federal and local government uses and institutional land uses. Government uses include city halls, police and fire stations, libraries, prisons, post offices, schools, and military installations. Institutional land uses also include colleges, churches, cemeteries, and hospitals.

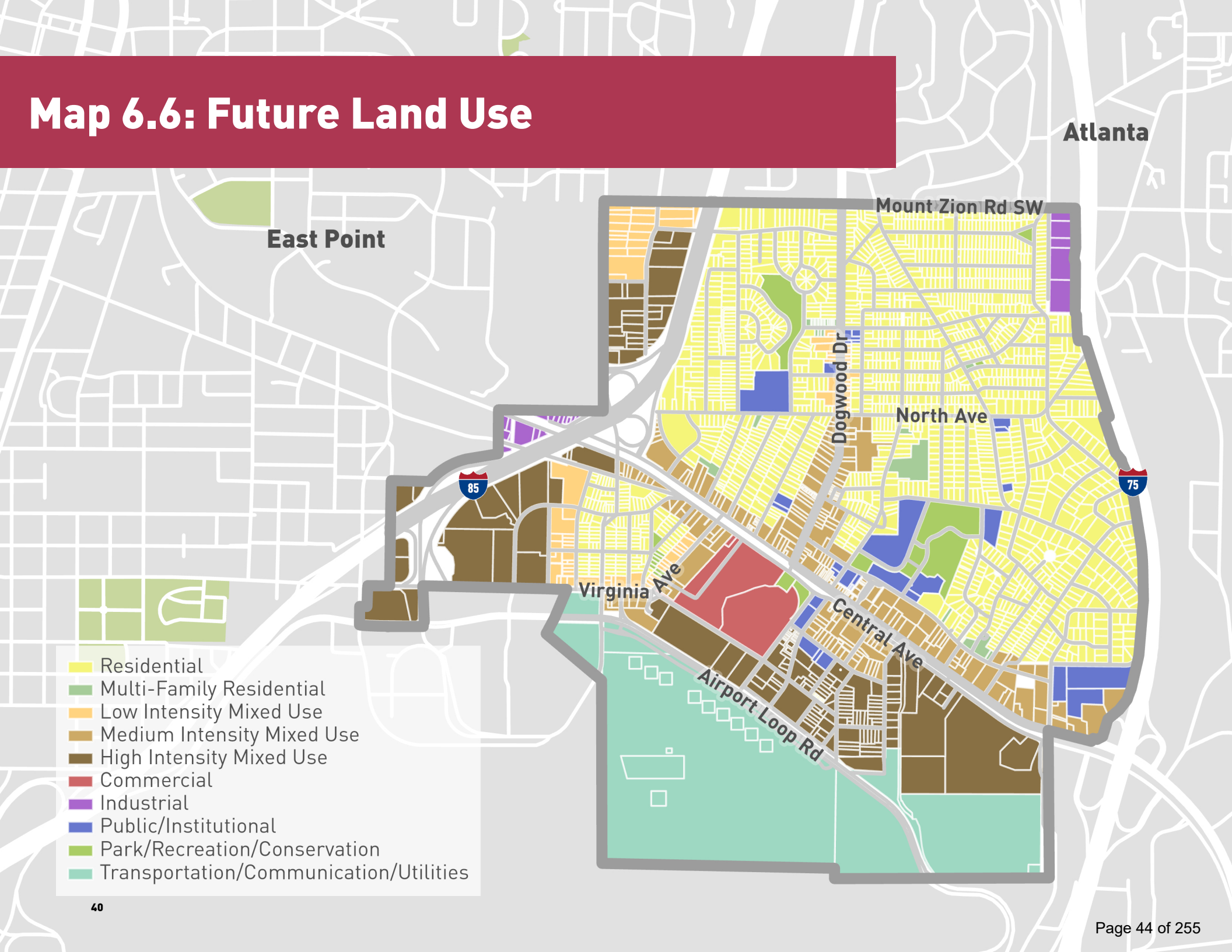
Park/Recreation/Conservation

Park/Recreation/Conservation land uses include "active" recreation (ball fields, courts, and swimming pools, among others), and "passive" recreation (trails, picnic areas, and natural habitats). PRC lands may be either publicly or privately owned and also include playgrounds, public parks, nature preserves, wildlife management areas, national forests, golf courses, and recreation centers.

Transportation/Communication/Utilities

This category includes such uses as major transportation routes, public transit stations, electrical power plants and substations, railroad facilities, radio towers, water and sewer plants and facilities, airports, and port facilities.

Map 6.6: Future Land Use



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Chapter 7

Transportation

Existing Road Network

The City of Hapeville's identity has close ties to transportation infrastructure serving the Atlanta region. From its beginnings as a rail-stop community, Hapeville has been shaped by the introduction of new roads, railroads, and other transportation facilities, but most dramatically by the construction of the Atlanta Municipal Airport and its transformation into today's Hartsfield-Jackson Atlanta International Airport (HJAIA). Today the city lies at a key confluence of major transportation facilities serving both passenger and freight movement, yet still maintains a small-town character that reflects its history.

This section discusses current conditions of the transportation system in Hapeville. It is important to understand these in two different but frequently overlapping contexts: local transportation that primarily serves Hapeville's residents and businesses, and regional transportation that connects with the city and has impact on its neighborhoods and community center.

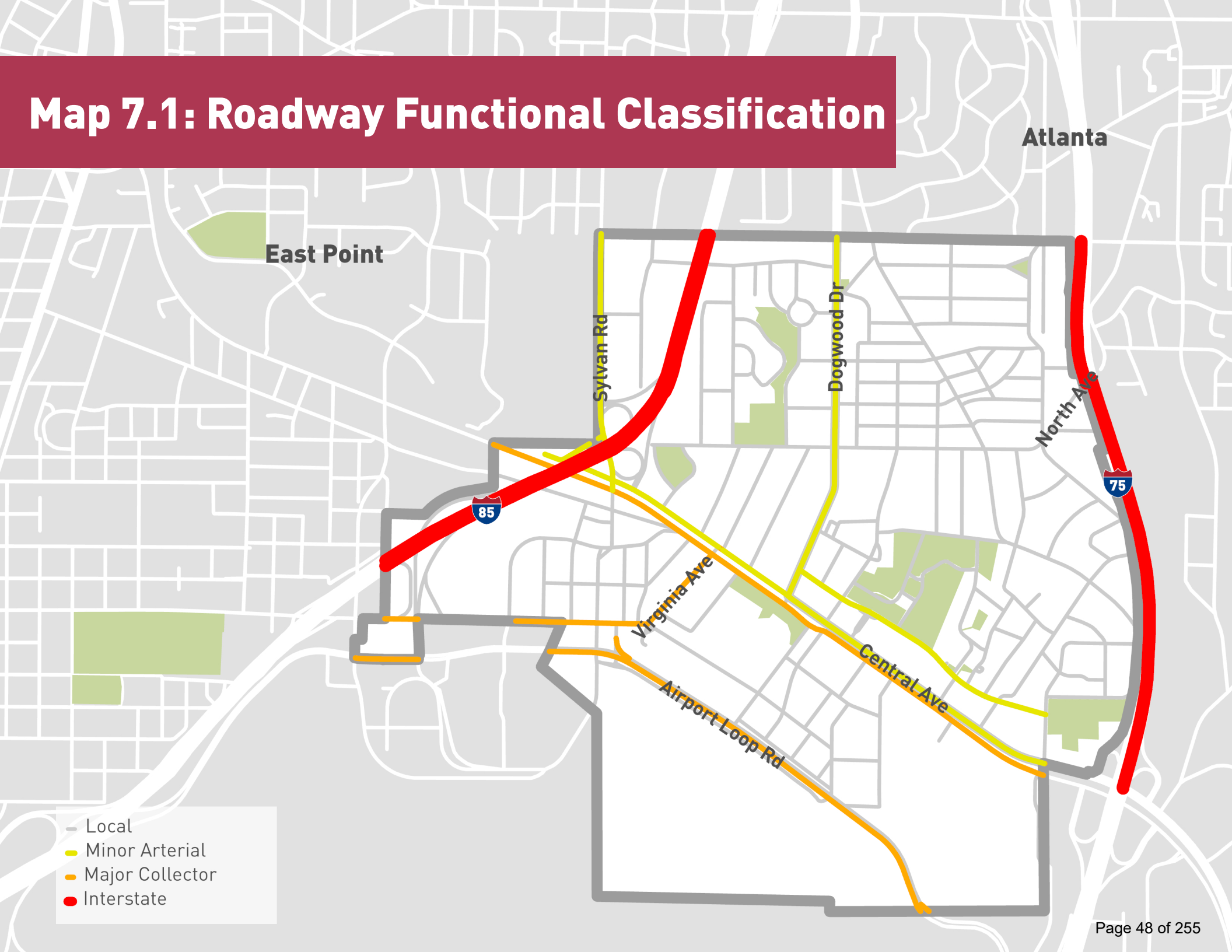
Hapeville's roadway network consists of a grid of surface streets that make up its traditional neighborhoods and commercial district, bounded on the east and west by Interstates 75 and 85, respectively, and by the Airport Loop Road on the south, which circles the HJAIA runway and terminal complex. Both interstates feature interchange access with Hapeville surface streets as well as non-interchange surface street crossings, meaning that despite the effective boundary the interstates create for the city, they are not heavy barriers to the city's connection to the surrounding street network.

Most surface streets in Hapeville are classified as local streets, although the network also includes a small but significant portion of arterial and collector streets as well as three miles of interstate highway and ramps within or adjacent to the city limits. Table 7.1 and Map 7.1 summarize how these streets are distributed by functional classification.

Table 7.1: Distribution of Streets by Functional Classification and Agency Ownership

Classification	Major Streets Included	Centerline Mileage	GDOT Mileage	City Mileage
Interstate/Ramps	I-75, I-85	3.0	3.0	0
Minor Arterial	Dogwood Drive, King Arnold Drive, North Central Avenue, Sylvan Road	3.7	1.8	1.9
Major Collector	Airport Loop Road, South Central-Porsche Avenue, Virginia Avenue	4.4	0	4.4
Local	Mount Zion Road, North Avenue	27.8	0	27.8

Map 7.1: Roadway Functional Classification



Vehicle Traffic

Hapeville's streets carry moderate amounts of traffic when compared to other communities in Atlanta's urbanized area, especially when considering proximity to major passenger and freight facilities. Although the two Interstates each carry between 120,000 and 160,000 vehicles per day as they pass Hapeville, surface street volumes do not exceed the approximately 17,300 per day on Airport Loop Road. North Central Avenue and Virginia Avenue have maximum volumes between 10,000 and 13,500 vehicles per day, and Sylvan Road and Dogwood Drive each carry below 10,000 vehicles per day.

These volumes are within the capacity of their streets, with a typical two-lane road generally able to carry up to 15,000 to 18,000 vehicles per day depending on its surrounding context. Virginia Avenue and Airport Loop Road have four-lane typical street sections, allowing these streets to carry up to 25,000 vehicles per day and continue to allow efficient traffic operations overall. Refer to Map 7.2.

North Central Avenue and South Central Avenue

As Hapeville's primary east-west connections, traffic volumes are higher on the eastern half of North Central Avenue from Dogwood Drive (State Route 19) to Interstate 75; they continue to increase as North Central Avenue crosses I-75, turning into Crown Road. The traffic volumes at this segment, approximately 10,500 vehicles daily, are higher than on South Central/Porsche Avenue. S Central Avenue volumes are lower than N Central Avenue.

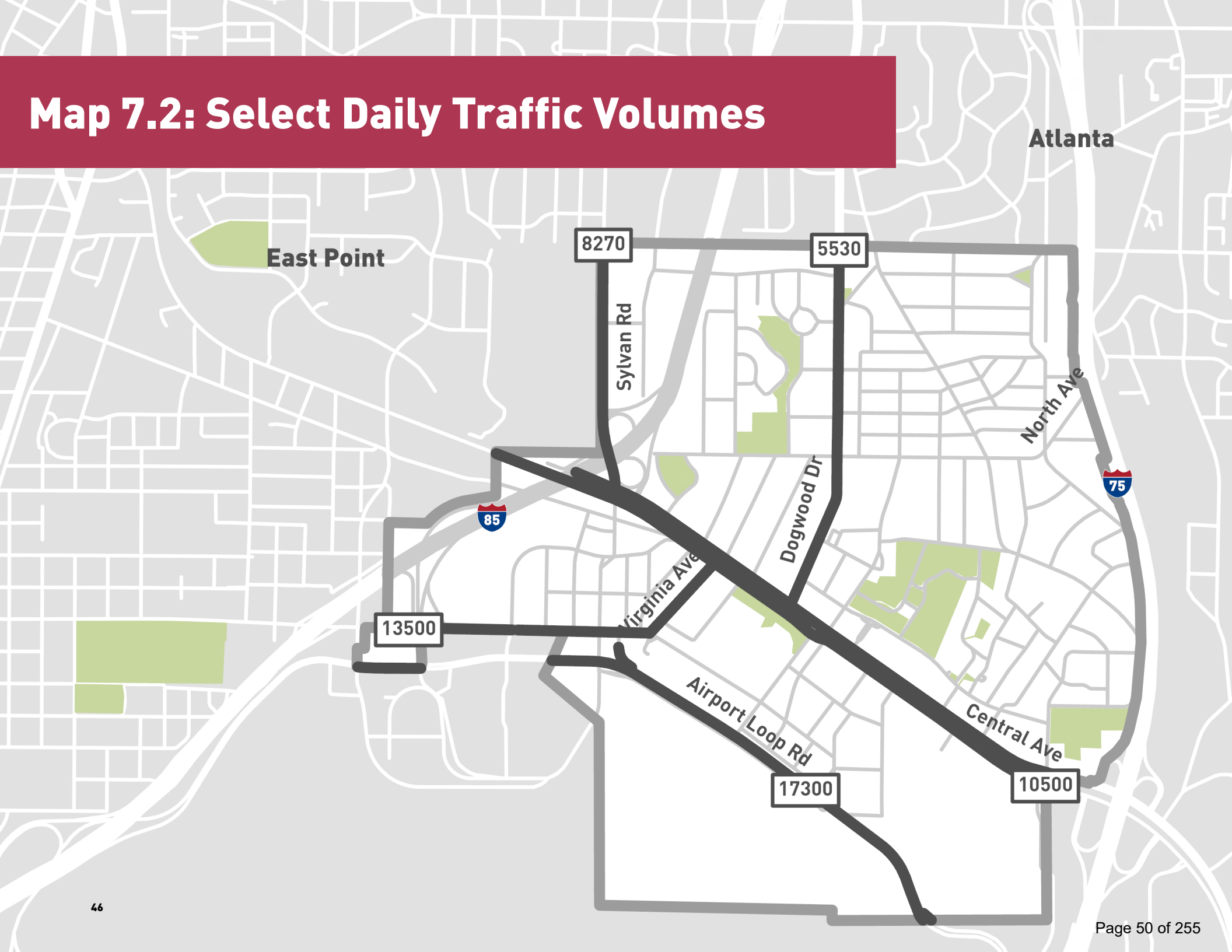
Sylvan Road

Although it is not one of Hapeville's core thoroughfares, Sylvan Road has the highest north-south traffic volume in the city, approximately 8,000 vehicles per day near the intersection of the I-85 interchange. This is due in part to a greater concentration of commercial land uses on this corridor than on Dogwood Drive, which is primarily a residential street for most of its extent in Hapeville: Sylvan Road serves an airport parking business on the east side of the street and a manufacturing facility on the west side of the street in the Atlanta city limits.

Dogwood Drive

North of the Hapeville city limit, in Atlanta, Dogwood Drive turns into Metropolitan Parkway. The traffic volume north of this corridor in Atlanta is much higher than it is in Hapeville - almost 13,000 vehicles per day, decreasing to approximately 5,500 on Dogwood Drive in Hapeville. Traffic volumes are approximately 21,000 along Cleveland Avenue, suggesting vehicles traveling south on Metropolitan Parkway from central Atlanta utilize Cleveland Avenue to access I-85 and I-75 and do not continue into Hapeville for the same function.

Map 7.2: Select Daily Traffic Volumes



Vehicle Traffic

Virginia Avenue and Airport Loop Road

Vehicle traffic generated by the airport is highest along the roadways feeding into the access points for passenger traffic south of the city. The Airport Loop Road is within the Hapeville city limit and has vehicle traffic volumes of around 17,000 vehicles daily. Virginia Avenue supports some of the traffic volumes to the northern access points of the airport as well, specifically to the Delta Headquarters. Virginia Avenue traffic is higher between the I-85 intersection and Delta Boulevard decreasing to the east, indicating that vehicle traffic diverts from Virginia Avenue toward Delta and the airport before the roadway connects to the streets leading into central Hapeville.

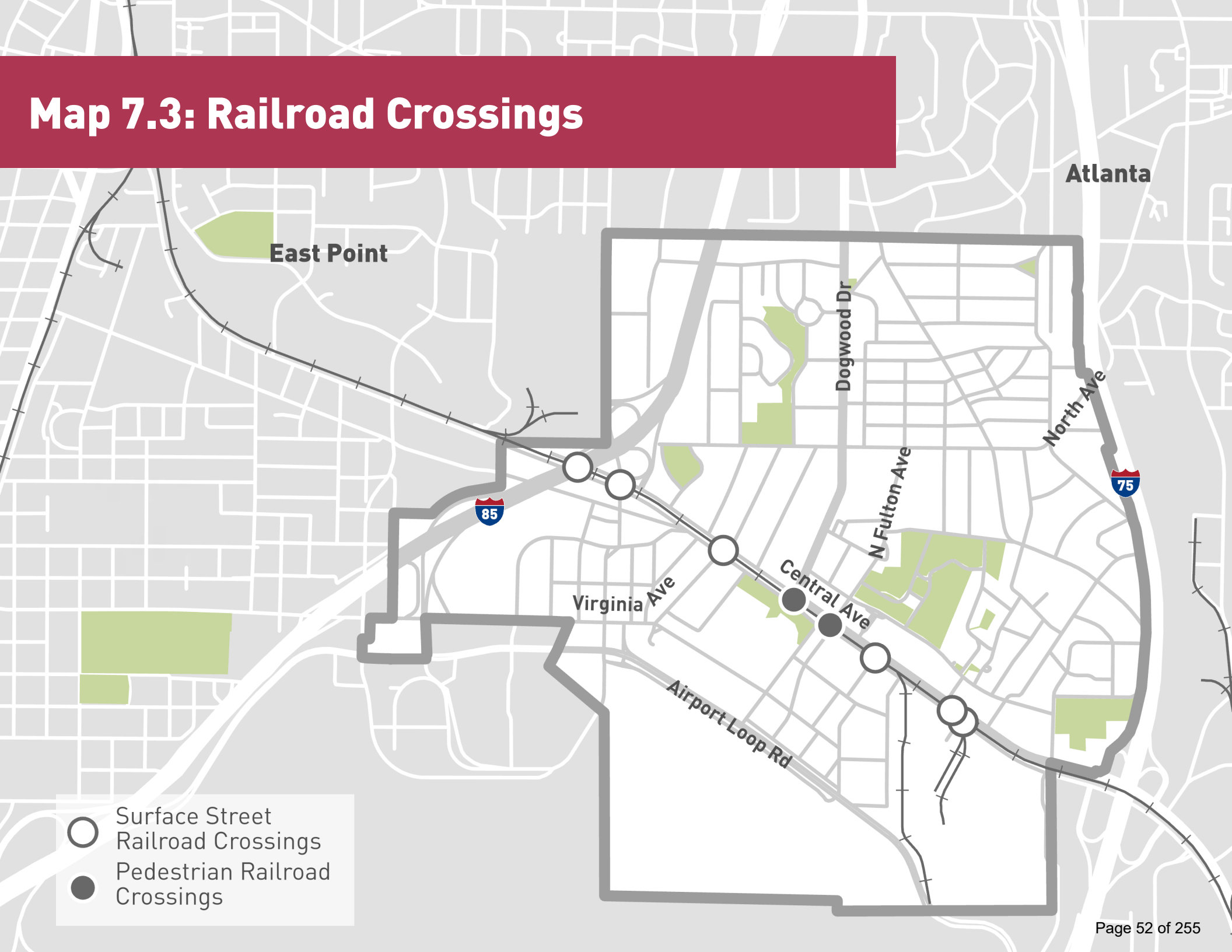
Overall, these patterns suggest that traffic is not a problem for the city, although some corridors, especially North Central Avenue, do experience occasional delay due to traffic control. This is due in part to the highly specialized forms of traffic control at intersections with railroad crossings. When streets cross the Norfolk Southern tracks, traffic flow leaving the crossing is usually not stopped approaching intersections to reduce the risk of traffic queues forming on the crossing and in the path of trains. However, this requires all-way stop control on other legs of these intersections, which introduces regular disruptions to traffic flow on the streets that must stop.

Rail and Freight Infrastructure

The city is bisected by the historic Macon and Western Central Georgia Railroad, today owned and operated by Norfolk Southern (NS) as their S Line. This is a spur line that connects to the shared-trackage trunk line between Norfolk Southern and CSX Transportation that extends to downtown Atlanta. Within Hapeville, six surface street crossings provide connection across the railroad, as well as one surface pedestrian crossing (at North Fulton Avenue) and a grade-separated pedestrian bridge just east of North Fulton Avenue. Refer to Map 7.3.

Hapeville is served by an extensive roadway freight network as well, especially Interstates 75 and 85. By default, any GDOT route is an official truck route, meaning that both the Interstates and a series of surface streets allow through-movement by trucks.

Map 7.3: Railroad Crossings



Existing Alternative Modes Analysis

Transit Service and Infrastructure

As a municipality in Fulton County, the Metropolitan Atlanta Rapid Transit Authority (MARTA) is Hapeville's primary transit service provider. MARTA operates three routes, Routes 95, 172, and 193, through the center of Hapeville, and these connect to Clayton County and to three different stations on MARTA's Gold and Red rail line.

Route 95, which serves the Metropolitan Parkway corridor in Atlanta and continues into Hapeville on Dogwood Drive, terminates in Hapeville with a turnaround loop at King Arnold Street and Sunset Avenue. Route 172 originates at Oakland City Station and proceeds along Sylvan Road and Virginia Avenue before terminating in College Park. Route 193 connects East Point Station to Clayton County, passing through Hapeville along South Central Avenue/ Porsche Avenue. Map 7.4 illustrates the MARTA transit routes serving the city and depicts MARTA bus stops along each route.

Bicycle and Pedestrian Systems

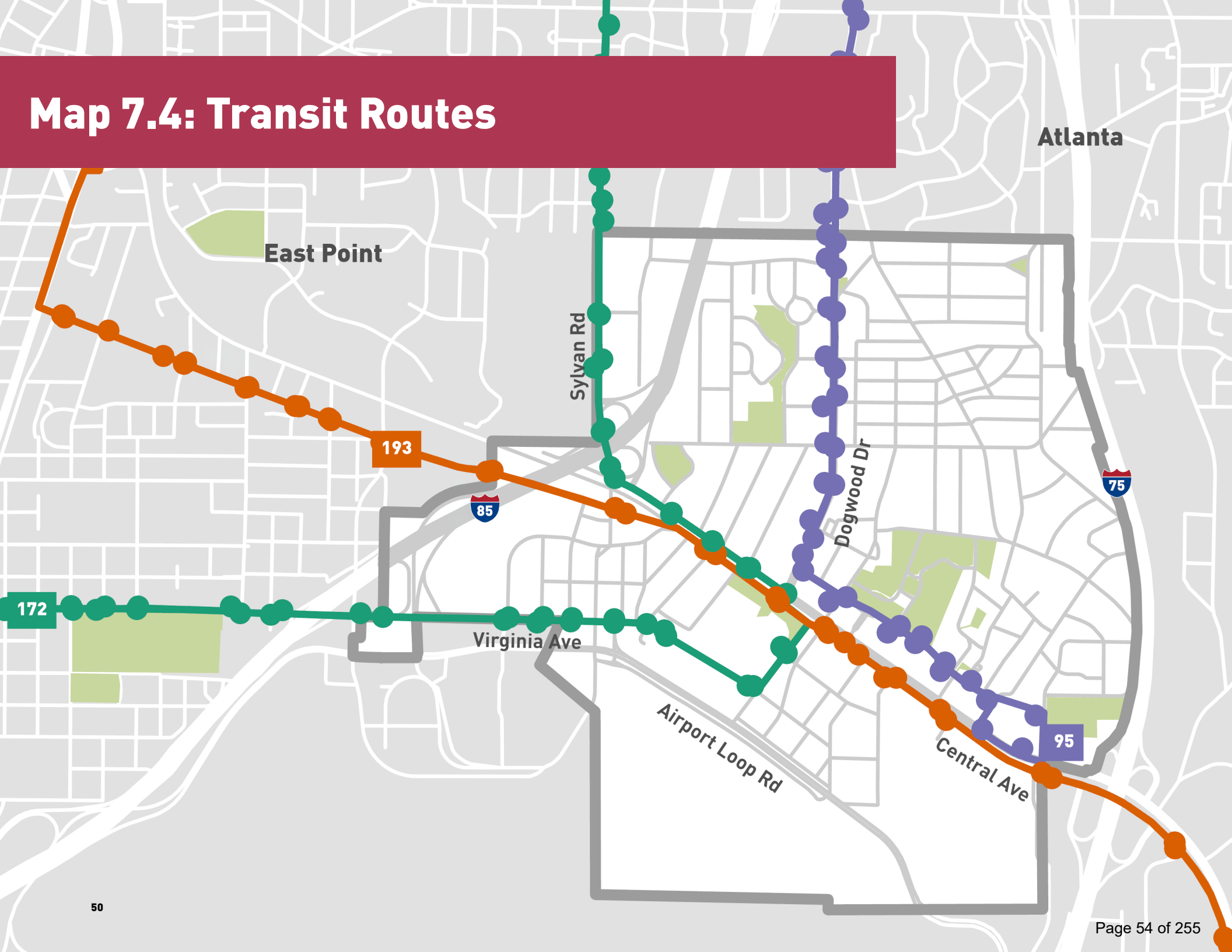
Hapeville has approximately 26 miles of sidewalk, equating to approximately 67 percent of sidewalk coverage for streets and roads throughout the city, though many (especially in residential neighborhoods) have sidewalks only on a single side or none at all. In almost all cases, Hapeville's sidewalks are narrow and have minimal separation from curbs. This is not necessarily a challenge on residential neighborhood streets that have lower-speed traffic and sometimes on-street parking. However, on larger thoroughfare streets, narrow sidewalks may expose pedestrians to safety risks, especially on streets with significant truck traffic.

Map 7.5 illustrates Hapeville's sidewalk network and is color-coded by sidewalk condition. Around three-quarters of the city's sidewalks are classified as being in good or fair condition, with the remaining quarter in more immediate need of repair.

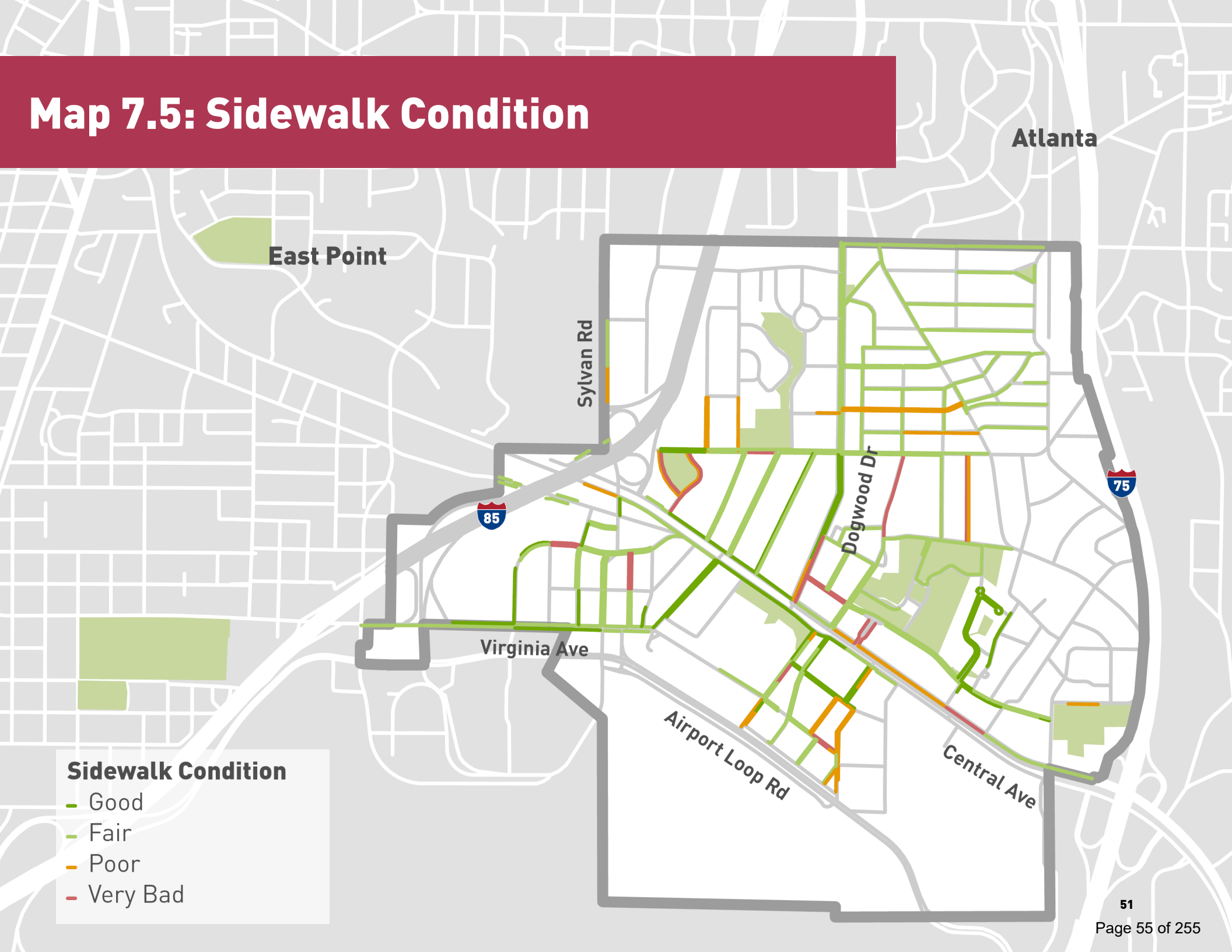
These conditions vary across the city, indicating gaps in connectivity in the network. However, the northeast corner of the city has a strong network of fair condition sidewalks with generally good connectivity within the area. Other sections of the city are largely without sidewalks, including the residential areas in the northwest corner of the city and roadways along the eastern edge of the city, adjacent to the Interstate 75.

Hapeville gained its first bike lanes through a streetscape enhancement project on Dogwood Drive between North Avenue and North Central Avenue, although these do not have any immediate connection to other parts of the city, and current bicycle plans for the City of Atlanta do not propose any immediate connections into Hapeville.

Map 7.4: Transit Routes



Map 7.5: Sidewalk Condition



Map 7.6: AeroATL Greenway Plan

In late 2018, the Aerotropolis Atlanta Community Improvement Districts (AACIDs) completed the AeroATL Greenway Plan through a Livable Centers Initiative (LCI) grant. This is a comprehensive trail master plan for the Aerotropolis area, connecting the communities around Hartsfield-Jackson Atlanta International Airport. Partners include:

- Aerotropolis Atlanta Alliance
- Aerotropolis Atlanta CIDs
- City of College Park
- City of East Point
- City of Forest Park
- City of Hapeville
- City of South Fulton
- Clayton County
- Fulton County
- Hartsfield-Jackson Atlanta International Airport

This map shows the proposed greenway network included in the AeroATL plan and its connections through Hapeville.

Existing Alternative Modes Analysis

Airport Transit

In addition to MARTA services designed for passengers and connecting to a larger system, Hapeville includes airport- and employer-related shuttle transit service that is not designed for general public use. This includes shuttles operated by Delta Air Lines to connect its administrative headquarter facilities, by hotels in Hapeville and College Park to carry passengers to and from the airport terminals, and by Hartsfield-Jackson International Airport itself to connect its international and domestic terminals. These services are an important connection between employment and visitor destinations.

Hapeville Golf Cart Policy

In 2017, the City of Hapeville instituted a golf cart policy making use acceptable along residential roads and restricted along the following roads:

- I-85
- I-75
- Loop Road
- North Central Avenue
- Porsche Avenue
- Dogwood Drive
- Sylvan Road
- Mount Zion Drive
- Willingham Drive
- Atlanta Avenue (South of Doug Davis)
- Virginia Avenue (West of Doug Davis)

Existing Conditions Highlights

- The city is bisected by the Norfolk Southern rail corridor, serving around eight trains per day.
- The city enjoys transit service at the terminus of MARTA's Route 95 bus route.
- The proximity of Hartsfield-Jackson Atlanta International Airport gives the city access to major freight and passenger movements.
- Hapeville's traffic volumes are well within the capacity of its roads. This does not mean there is not traffic delay on some streets at certain times of the day, but traffic problems are not related to inadequate roadway capacity.
- Interstates 75 and 85 frame the city on its east and west sides, respectively.

Transportation Safety

From 2017 through 2021, there were 1,394 crashes within the city limits of the City of Hapeville. Of these total crashes, twelve involved pedestrians and one involved a bicyclist. 302 of the crashes involved injuries, ten of which involved pedestrians and one which involved a bicyclist. Two vehicular crashes resulted in fatalities, one in 2017 and the other in 2021. Map 7.7 identifies locations of crashes, with some crash locations shown outside of the boundary of the City of Hapeville.

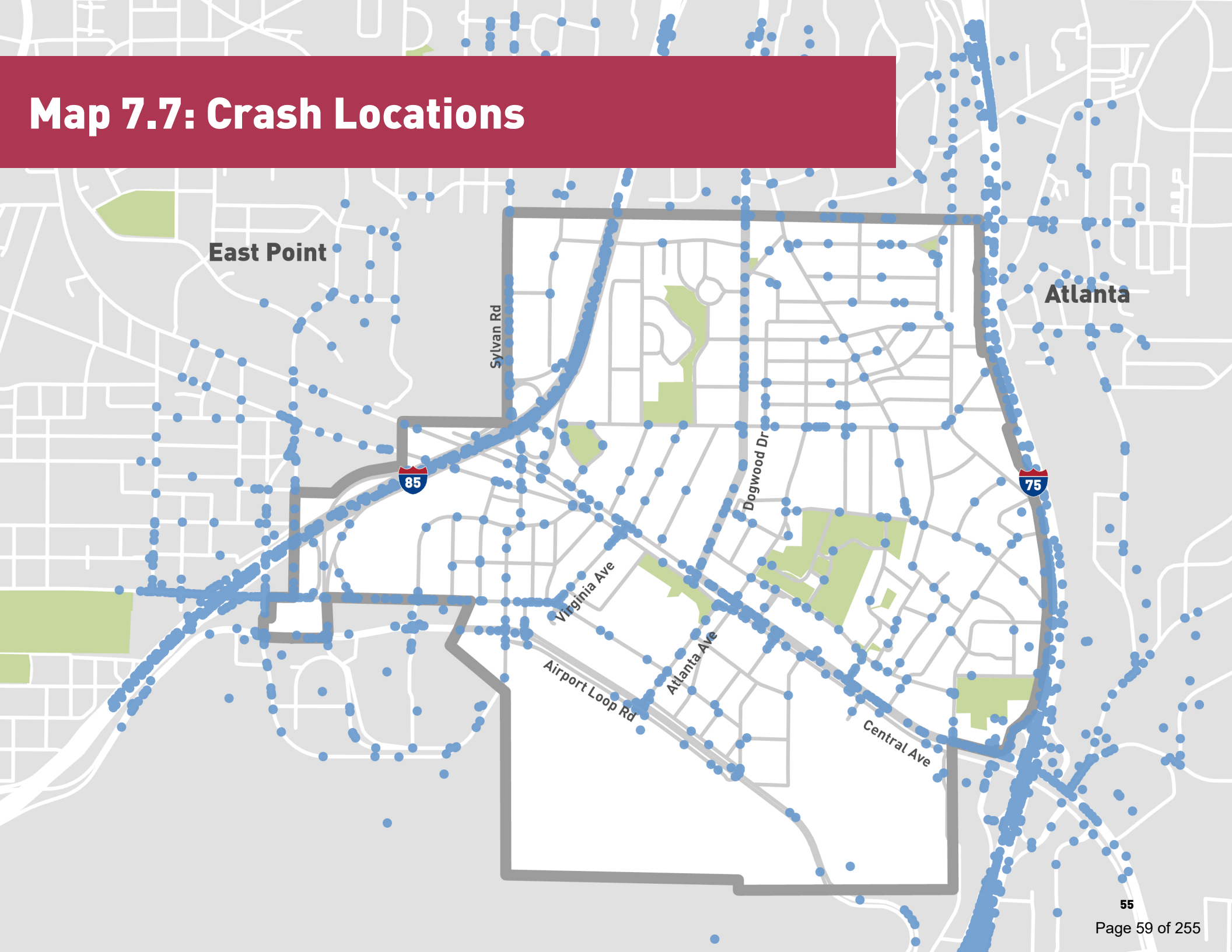
Perhaps a more telling indicator of safety is the severity of crashes and the involvement of more vulnerable transportation users (bicycles and pedestrians).

Map 7.8 illustrates crashes with injuries, with larger circles indicating a higher number of persons injured in a single crash. As multiple crashes occur in a single location, they appear clustered together.

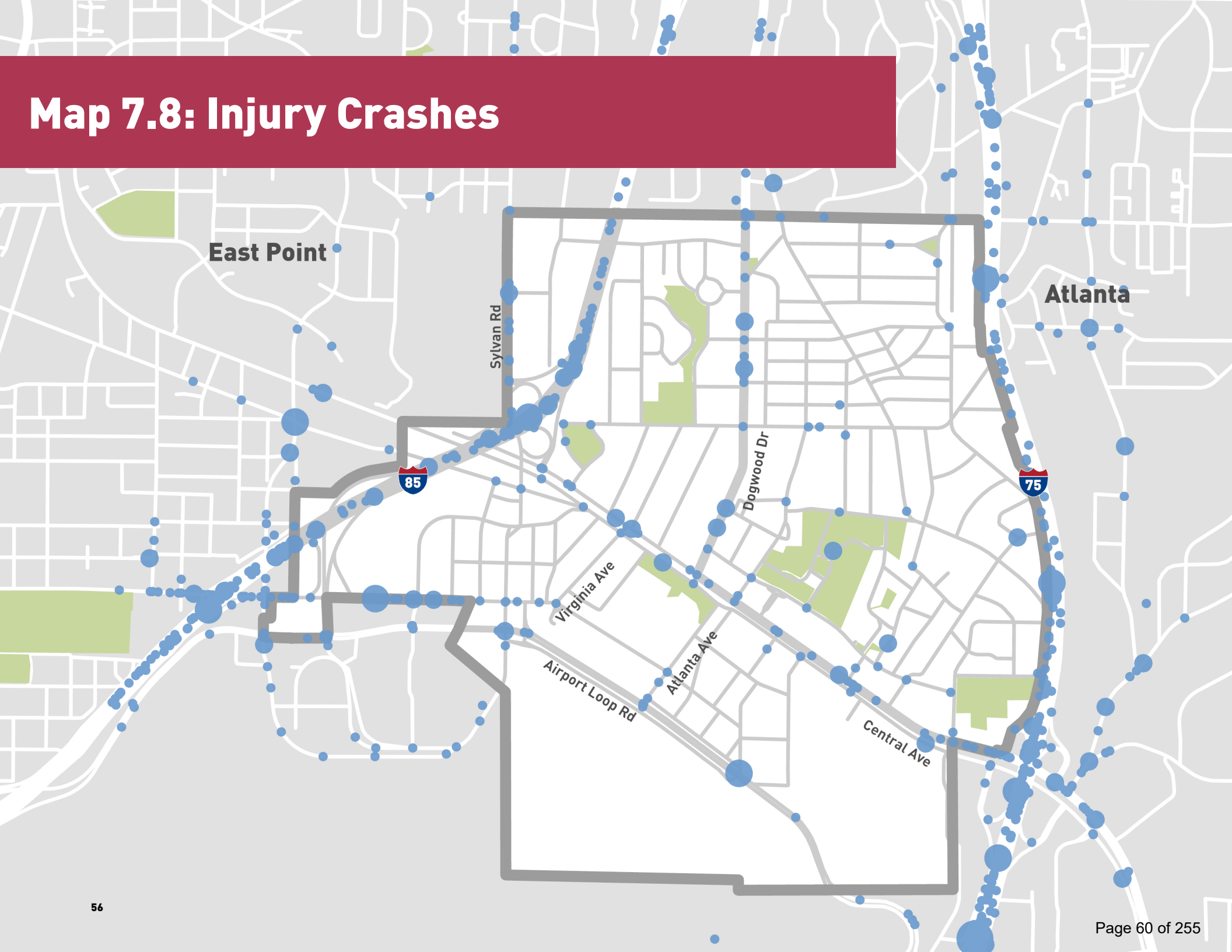
Map 7.9 illustrates bicycle and pedestrian crashes, with some of these occurring at the same locations as pointed out previously. The frequency of crashes along Atlanta Avenue suggests a need for safer sidewalks and crossings, or even more focused treatments like traffic control and traffic calming.

Crash severity can identify areas of concern and specific locations that may warrant additional design treatments or policy approaches to improve safety. Corridors such as Virginia Avenue feature higher numbers of injuries, even if the number of injury crashes is generally consistent with the higher traffic volumes of these streets. However, intersections where injury crashes are concentrated along lower-volume streets, such as the intersection of Avenue and N Fulton Avenue, point to opportunities for enhancements and design interventions to improve safety, such as traffic calming techniques and more advanced traffic control.

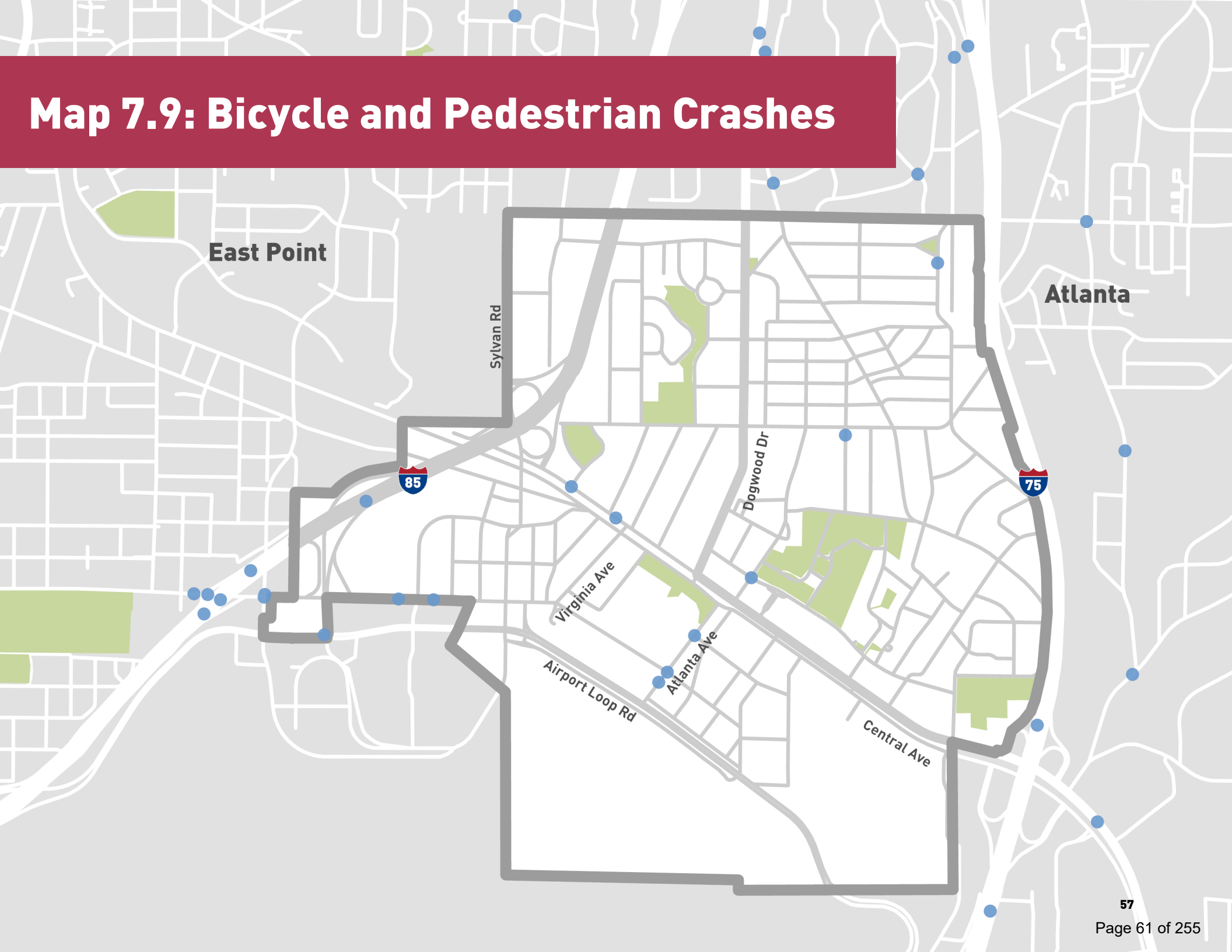
Map 7.7: Crash Locations



Map 7.8: Injury Crashes



Map 7.9: Bicycle and Pedestrian Crashes



Existing Parking Analysis

The Atlanta Regional Commission (ARC) completed a Commercial Parking Assessment for the City of Hapeville in 2019. This study assessed Hapeville's parking supply and provided key recommendations for parking policy and management to right-size the amount of available parking while accommodating Hapeville's growth.

In terms of available commercial parking, Hapeville had around 11,000 total non-residential parking spaces as of 2019, with public parking concentrated in the downtown area. There is a significantly high ratio of private parking to public parking, as most of Hapeville's off-street parking spaces support existing private development.

The 2019 study found that minimum parking requirements in the zoning ordinance were generally higher than those of comparable nearby cities. However, there are provisions for shared parking between land uses in some zoning districts, although the rules for shared parking agreements are not clearly defined.

In considering future development, the city should engage more extensive approaches to understand how parking can be used as a development management tool, and potentially one in which the city is taking a guiding role. The city should consider the following strategies to explore how the city can embrace new development and accommodate parking demand by leveraging other transportation options.

Strategies

- Providing on-street public parking in central areas with many destinations, like the downtown area
- Exploring reductions in minimum parking requirement ratios, as well as considering parking maximums for new hotel development
- Offering reductions in parking requirements when residential and commercial leases do not include parking as part of lease terms (but rather require tenants to rent or purchase it separately from their usable space leases)
- Instituting pricing or in-lieu payments for private long-term use of city-owned parking facilities
- Encouraging shared parking agreements and incentivizing property owners to share unused parking
- Maintaining existing parking time limits and adopting pay-for-parking facilities in high-demand areas
- Providing long-term parking options in low-demand areas
- Encouraging compact, multi-modal development to allow more shared parking and use of alternative modes
- Improving pedestrian and bike infrastructure to encourage walking and biking
- Amending parking requirements for new residential development to specify provision of visitor parking

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Chapter 8

Economic Development

Economic Development Tools Analysis

Community Improvement District

The Aerotropolis Atlanta Community Improvement Districts (CIDs), which covers 15.46 square miles around the airport, includes portions of Hapeville's office core, south of South Central Avenue, termed the Corporate Crescent. The CIDs are empowered to fund beautification, public safety, and infrastructure projects focused on transportation and water within the district. This increased investment in Hapeville includes future streetscape improvements and gateway signage, creating identity and branding that will help attract employers and residents to the area. The Hapeville parcels that belong to the Airport West CID are shown on Map 8.1.

Aerotropolis Alliance

The Aerotropolis Alliance is a non-profit membership organization and a coalition of leading business and community leaders, united in a commitment to making Aerotropolis Atlanta a world-class destination for business, connectivity, and living. The Alliance is governed by a 29-member board of the district's top private sector leaders, local elected officials, and representatives of Chambers of Commerce, including representatives from the City of Hapeville. The mission is to improve and sustain the quality of life for those who live, work, and play in this area.

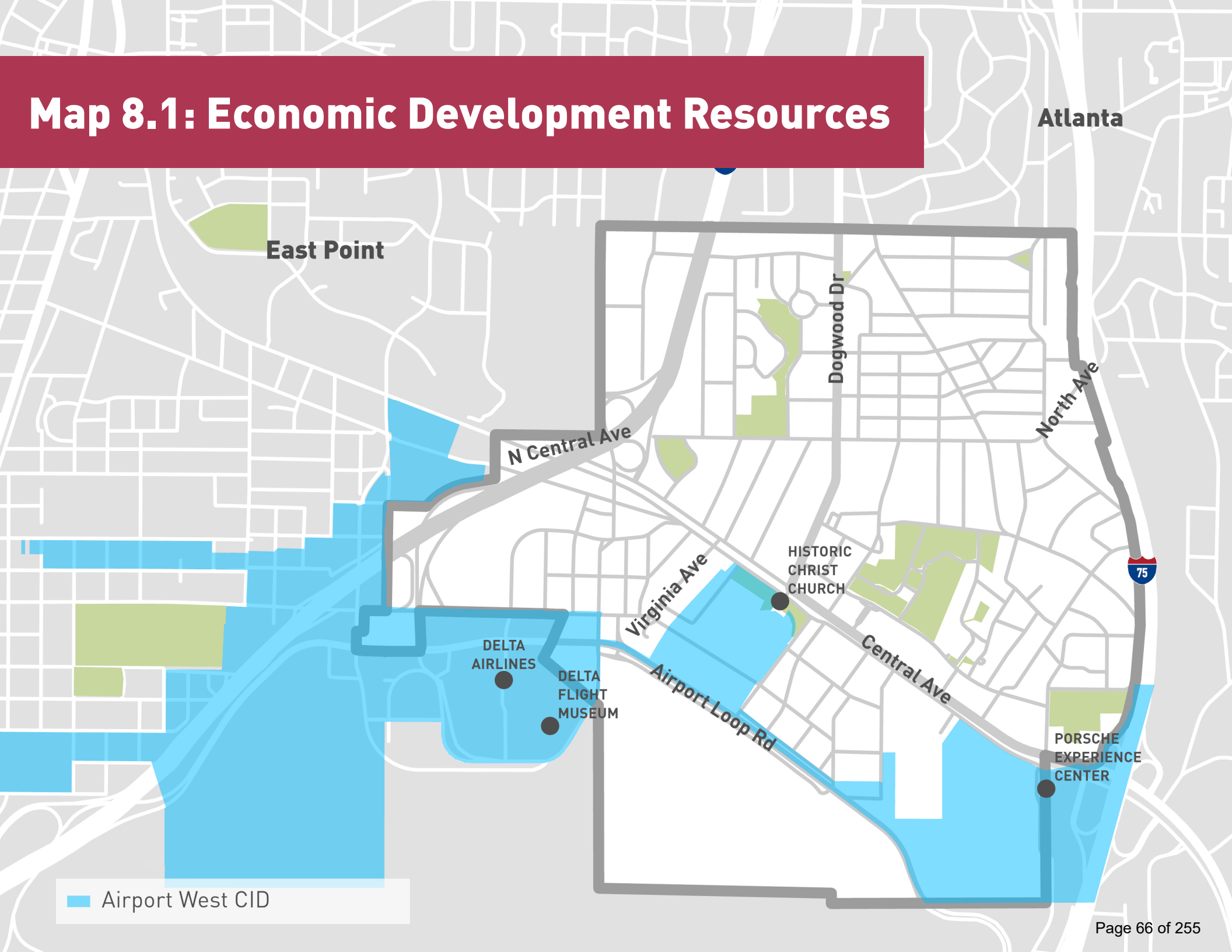
Georgia Department of Community Affairs (DCA) Georgia Main Street Program

The Georgia Main Street Program focuses on comprehensive, community-based revitalization of historic main streets. In 2003, the City of Hapeville received Main Street designation. As a designated city and participant in the Classic Main Street Program, Hapeville receives technical assistance and resources from the DCA, which assist the city in their efforts to build a stronger local economy through revitalization of the downtown area.

Opportunity Zone

An Opportunity Zone is a tool that can draw jobs and redevelopment to an area. The Hapeville Opportunity Zone was designated from May 2011 to December 2021. Opportunity Zone designation provided a tax incentive for new job creation, $3,500 per employee to be used against 100 percent of income tax liability, and state payroll withholding. This economic development tool provided the city with an incentive to attract new employers and jobs. The incentives provided by the Hapeville Opportunity Zone were successfully implemented to the extent that the previously designated census block group no longer has under-used or vacant properties, meaning it is no longer eligible to be an Opportunity Zone.

Map 8.1: Economic Development Resources



Economic Development Tools Analysis

Additional Economic Development Tools

Following are potential economic development tools that can be used by the City of Hapeville, within the constraints of Georgia law:

Facade Grant Program
Through the Development Authority, the City of Hapeville offers grants for façade improvements to commercial tenants or property owners located within the city limits. Eligible projects must visibly improve the unique historic and architectural character of the storefront.

Tax Allocation District (TAD)
Georgia law provides specific powers to enable local governments to embark on projects that will foster public/private partnerships and spur economic growth. Tax Allocation Districts (TADs) are one of the legislative tools available to support economic development ventures. In December of 2008, the City of Hapeville established a Tax Allocation District at the former Ford Assembly Plant site, designated to facilitate private interest and investment in the site.

Payment in Lieu of Taxes (PILOT) Program
The Payment in Lieu of Taxes Program provides payments to local governments with substantial acreage of federal land within their jurisdiction. The payments offset losses in tax revenue as federal land is not taxable by local governments.

Programs

The Georgia State University (GSU) Small Business Development Center
Makes use of GSU resources to help overcome local economic development challenges.

U.S. Small Business Administration (SBA)
Federal agency providing counseling, capital, and contracting to small business owners and entrepreneurs.

The Service Corps of Retired Executives (SCORE)
Works as a resource partner with SBA to educate entrepreneurs and business owners.

U.S. Department of Labor Employment and Training Administration
Federal agency providing grants and workforce training for state and local workforce development.

Agencies

Following are agencies and programs that can provide resources and assistance to continued economic development efforts:

Hapeville Development Authority (HDA)
Formed in 1982, the HDA has been active in acquiring properties for private market development, offering bond financing and land assembly.

Economic Development Tools Analysis

Agencies

The ATL Airport Chamber (TAAC)
The principal business promotion agency for the City of Hapeville.

Fulton County Department of Environment and Community Development
Provides technical assistance, allocates federal funds, evaluates 'Enterprise Zone' designations, and reviews individual businesses.

Development Authority (DA) of Fulton County
Charged with acquiring and selling property and buildings for long term lease or sale. The DA also has the ability to issue tax-exempt or taxable bonds to businesses that wish to relocate or expand in the county.

South Fulton Chamber of Commerce
Works with the The ATL Airport Chamber to make decisions regarding redevelopment opportunities generated by the airport.

Metro Atlanta Chamber of Commerce
A regional umbrella agency that helps in the coordination and supervision of commerce.

Georgia Power Company
The primary electric utility provider for Hapeville.

Georgia Department of Economic Development
Responsible for attracting new business investment to the state of Georgia, as well as encouraging the expansion of existing industry and small businesses and planning and mobilizing state resources for economic development.

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Chapter 9

Community Work Program

Report of Accomplishments 2017-2022

Project		Status	Notes
Land Use & Zoning			
L1	Amend the Comprehensive Plan: Adopt 2017 LCI study as a part of the Comprehensive Plan and text amendments as appropriate.	**COMPLETED**	Adopted in 2017.
L2	Assess amendments to the City of Hapeville Future Land Use: Amendments per proposed future land use map. Update the digitized FLUM as appropriate.	**COMPLETED**	Ongoing activity. Digitized FLUM has been updated.
L3	Evaluate development of a Hapeville Gateway and Downtown Overlay District and Design Guidelines as described in the 2017 plan. Design Standards/Guidelines may include streetscape standards, block sizes, setbacks, etc. Align guidelines with recommendations as found within plan. Encourage the incorporation of functional art into streetscapes, including creative street lights, crosswalks, benches, etc.	**COMPLETED**	Ongoing activity. Utilizing existing U-V and Arts Overlay District. Main Street and other organizations promote arts.
L3.1	Assess the inclusion of greenspace recommendations within the Hapeville Gateway and Downtown Overlay. Suggested guidelines for new (re)development to include a ratio of 10 acres per 1,000 residents and allowing of a variety of park sizes.	**COMPLETED**	Ongoing activity. Utilizing existing U-V and Arts Overlay District which have greenspace ratios included.
L3.2	Assess the inclusion of development incentives in the Overlay, whereby development intensities, setbacks, and other incentives can be increased to encourage redevelopment.	**COMPLETED**	Ongoing activity. City is evaluating desired density.

Report of Accomplishments 2017-2022

Project		Status	Notes
Land Use & Zoning			
L4	Design and develop wayfinding signage throughout Hapeville to assist residents and visitors moving from Gateways to Downtown, jobs, and other attractors.	**UNDERWAY**	Plan prepared and approved by City Council. Seeking funding for signage.
L5	Partner with the Aerotropolis Atlanta CIDs and key employers to develop gateway signage for the major corridors into Hapeville.	**UNDERWAY**	Plan prepared and presented to City Council. Aerotropolis still to return.
L6	Study the feasibility of the Downtown Alleyway expansion and land acquisition.	**UNDERWAY**	Awaiting downtown redevelopment schemes.
L7	Develop a Parks Master Plan for the City of Hapeville, including the Downtown Park and neighborhood parks as discussed within the 2017 plan.	**POSTPONED**	Delayed for Parks and Recreation to evaluate with Community Services.
L8	Develop an Art Master Plan for the city of Hapeville, to provide a unified vision and implementation strategies for arts and culture in the city.	**POSTPONED**	Evaluating Arts Interactive Trail Map.
L9	Study the feasibility of a new municipal facility location.	**UNDERWAY**	City Administration has been talking with Council to determine feasibility.
L10	Continue to work with the Aerotropolis Atlanta CIDs and surrounding communities to develop a greenway and trails master plan. Consider recommendations within this report during this process.	**UNDERWAY**	City is leading initiatives for greenway.
L11	Continue efforts to attract a charter school to the area. Study the feasibility of school siting at locations recommended within this report along with land acquisition strategies.	**CANCELLED**	Request denied. Fulton County Schools considering redistricting.

Report of Accomplishments 2017-2022

Project		Status	Notes
Land Use & Zoning			
L12	Revise the Subdivision Regulations.	**UNDERWAY**	Staff evaluating consolidation plats and more appropriate language for subdivision of individual parcels.
Economic Development			
E1	Evaluate expansion of the TAD district from the former Ford site to include the northwest quadrant of the I-75/ North Central Avenue across from the Porsche facility.	**CANCELLED**	No longer needed.
E2	Assess and research the creation of a fund, perhaps locally-driven or utilizing resources from the state or national level, to facilitate demolition of existing structures, such as the aging hotels and retail uses, at a discounted level.	**CANCELLED**	Market is driving demolitions.
E3	Market and focus efforts within the Overlay District boundaries to invest in greenspace, pedestrian or bike infrastructure, landscaping, etc. to ease the costs of redevelopment, to encourage the reuse and development of large surface parking areas and under-utilized sites. These improvements can also foster a greater work quality of life in Hapeville, for area employees.	**COMPLETED**	Investments include Dogwood Drive Streetscape, Doug Davis Bicycle Track, sidewalk improvements, Linear Park from Rail Spur.
E4	Work with Delta to identify potential reuses or redevelopment scenarios for its former Technology Center site and identify, more specifically, the potential reuse of the building for other commercial and/or residential uses.	**UNDERWAY**	City has met with property owner and has been evaluating potential redevelopment opportunities.

Report of Accomplishments 2017-2022

Project		Status	Notes
Economic Development			
E5	Develop and evaluate a framework by which fast-tracking of entitlements (permitting and perhaps zoning) occurs, removing potential political or bureaucratic barriers or risks to redevelopment and revitalization.	**COMPLETED**	City efficiencies reviewed.
E6	Market Opportunity Zone tax credits in key redevelopment nodes, as identified in the 2017 plan.	**COMPLETED**	Opportunity Zone program completed in 2021.
E7	Assess the focus of SPLOST funds for bikeways, greenways, park areas and sidewalks within key redevelopment areas, as identified in the 2017 plan.	**COMPLETED**	Ongoing activity. Community Services has identified priority projects.
E8	Assess tax abatement policies to facilitate more intensive mixed-use development at the Airport Loop Gateway. Utilize the tax abatement to connect existing property owners to potential development partners.	**UNDERWAY**	City and Development Authority work together on potential projects.
E9	Work with the Main Street program and local financial institutions to create loan pools and low interest loans to improve the facades and needed upgrades to existing buildings in Downtown.	**CANCELLED**	Activity of Main Street Board.
E10	Implement loan fund targeting loans to downtown businesses.	**CANCELLED**	Activity of Development Authority and/or Main Street Board.

Report of Accomplishments 2017-2022

Project		Status	Notes
Housing			
H1	Evaluate the inclusion of incentives for workforce housing in the Hapeville Overlay District. Incentives may include: tax credits and matching funds from county and/or state housing departments.	**UNDERWAY**	Council has directed Staff to identify potential programs.
H2	Include requirements and/or incentives for inclusionary zoning in the Hapeville Overlay. Inclusionary zoning or housing requires a given share of new construction to be affordable by people with low to moderate incomes.	**UNDERWAY**	Council has directed Staff to identify potential programs.
H3	Establish a recommended mix of unit sizes in new multi-family developments, within the Corridor Design District Overlay to encourage a mix of incomes and multi-generational access to housing.	**COMPLETED**	Ongoing activity. Staff works with developers to attract mixed income, mixed use and multi-generational housing opportunities.
H4	Evaluate allowance of smaller lot sizes, smaller minimum building footprints, and acccessory dwelling units Hapeville Zoning Ordinance to encourage a diversity of housing types that can accomodate the increasing land values in the area.	**COMPLETED**	City adopted an ADU ordinance and reduced minimum building footprints.

Report of Accomplishments 2017-2022

Project		Status	Notes
Housing			
H5	Encourage reinvestment and rehabilitation of deteriorated housing in the study area, with the following policy recommendations: 1. Work with code enforcement to identify repeat code violation offenders, particularly absentee land owners and those with multiple code violations. 2. Work with non-profit housing groups, such as Habitat for Humanity, to provide assistance with home maintenance and rehabilitation. 3. Evaluate the creation of a non-profit organization that would provide grants to home-owers for rehab and maintenance.	**COMPLETED**	Ongoing activity. Market is driving renovations.
H6	Encourage the demolition and repurposing of dilapitated properties that pose a risk to public safety, with the following policy recommendations: 1. Develop a side-yard program to condemn and demolish dilapidated structures and transfer the property to adjacent homeowners that can maintain the land as privately owned greenspace. 2. Evaluate a Pocket Park program that would condemn and demolish dilapidated structures and transform property into public park space.	**CANCELLED**	No longer a priority for the City as the market is driving redevelopment.
H7	Encourage prospective first-time home buyers to move to the study area and invest in home rehabilitation with the following programs and policies: 1. Promote down payment assistance programs, such as Georgia Dream Home-ownership Program. 2. Work closely with Fulton County Public Schools and potential charter schools to provide quality education opportunities for families. 3. Evaluate development of a program that provides affordable housing and studio options for local artists.	**COMPLETED**	Ongoing activity. City has A-D, Arts District Overlay which promotes studio and live-work options.

Report of Accomplishments 2017-2022

Project		Status	Notes
H8	Provide policies that allow long-time residents to remain in the area: 1. Evaluate the creation of a non-profit organization that would provide residents with assistance and education regarding housing programs and policies. 2. Promote programs that provide assistance in home maintenance, such as Community HOME Investment Program (CHIP). 3. Assess creating a program that would provide low interest grants or funding to assist homeowners in maintenance and repairs.	**UNDERWAY**	City has directed Staff to research potential programs.
Transportation			
T1	Additional study of a shuttle service concept that would connect Hapeville businesses with nearby hotels and other employment in Hapeville and College Park. This would test basic costs and service feasibility, and would explore funding options that take advantage of current funding sources (such as City and TSPLOST funding) and potentially engage private business funding. Partner with the Aerotropolis Atlanta CIDs.	**CANCELLED**	City reviewed Smart Corridor and request by prviate firm. Once infill is complete, there may be more demand.
T2	Coordinate with HJAIA on enhancement of the current airport inter-terminal shuttle service. This would allow additional stops at the Corporate Crescent district and allow central Hapeville easy access to both airport terminals.	**POSTPONED**	City participated in TAP ULI study. Awaiting HJAIA and development of Corporate Crescent.
T3	Additional streetscape and sidewalk enhancements to North Central, including coordination with adjacent property owners to identify potential for easements or landscaping improvements on private property that can accomplish streetscape objectives.	**UNDERWAY**	Private development has spurred improvements. TSPLOST funds have also been identified.

Report of Accomplishments 2017-2022

Project		Status	Notes
Transportation			
T4	Construct a more extensive streetscape and fill sidewalk gaps in the eastern portion of the South Central Avenue corridor.	**UNDERWAY**	Private development has spurred improvements. TSPLOST funds have also been identified.
T5	Construct a sidewalk on at least one side of Lake Avenue between North Avenue and Cofield Drive. Costs will vary depending on ultimate location.	**POSTPONED**	Postponed for review of TSPLOST priorities.
T6	Construct a sidewalk on at least one side of Cofield Drive between Dogwood Drive and the I-85 bridge and from the I-85 bridge to Springdale Road.	**POSTPONED**	Postponed for review of TSPLOST priorities.
T7	Enhance sidewalks on Atlanta Avenue between Airport Loop Road and South Central Avenue to add streetscape and tree canopy (either in or out of right-of-way) and to allow a continuous sidewalk on the east side of the street past the Hapeville United Methodist Church property.	**COMPLETED**	
T8	Construct sidewalk on the west side of Stillwood Drive and enhance existing sidewalk on the east side to improve access to a future MARTA rail corridor.	**UNDERWAY**	Development of Stillwood Farm and North Central Townhomes involved installation of sidewalks and improved pedestrian access.

Report of Accomplishments 2017-2022

Project		Status	Notes
Transportation			
T9	Coordinate with Aerotropolis Alliance/Airport CIDs on streetscape enhancements to Virginia Avenue.	**UNDERWAY**	Streetscape Study complete.
T10	Enhance North Fulton Avenue streetscape, sidewalks and intersections to improve pedestrian and bicyclist safety, including substitution of select parking spaces with bulbout islands to add street trees and provide comfort and increased separation for pedestrians.	**UNDERWAY**	Installation of improved crosswalks and pedestrian safety elements complete.
T11	Coordinate with private property owners to identify easement opportunities or other potential ways to increase functional sidewalk width and improve pedestrian passage on Dogwood Drive between North Central Avenue and Marina Street.	**COMPLETED**	
T12	Construct a protected, off-street bicycle and pedestrian path on Willingham Drive between South Central Avenue and the Hapeville City limits. This would enhance pedestrian conditions for the relatively high volume of users on this corridor, and should be coordinated with the City of East Point for connections to the Main Street corridor and on to the East Point MARTA rail station.	**POSTPONED**	Willingham LCI Study and narrow right of way limit opportunities.
T13	Install traffic calming devices and intersection enhancements along the Old Jonesboro Road and King Arnold Street corridors to slow traffic, improve pedestrian and bicycle safety, and establish a bicycle route through the city. Add signage and wayfinding to designate this route and to direct bicycles and pedestrians to nearby destinations.	**UNDERWAY**	Stop signs installed and road diet for King Arnold Street.

Report of Accomplishments 2017-2022

Project		Status	Notes
Transportation			
T14	Resolve the railroad crossing closing issue.	**COMPLETED**	Silent Crossings installed.
T15	Remain committed to HATMA, supporting such programs as van pools, shuttle services and employer discounts on MARTA cards.	**COMPLETED**	Ongoing activity.
Community Facilities and Services			
Install new sidewalks throughout the city.		**COMPLETED**	Ongoing activity. TSPLOST Priorities are being reviewed.
Complete sanitary sewer survey of entire city within 5 years.		**UNDERWAY**	Community Services identifying priority projects.
Resurface track around football field.		**POSTPONED**	Parks and Recreation evaluating with Community Services.
Resurface practice field behind Senior Center.		**POSTPONED**	Parks and Recreation evaluating with Community Services.
Replace 12 police vehicles.		**UNDERWAY**	Police Department placed partial order.
Repave Public Safety Building Parking Lot.		**POSTPONED**	Community Services identifying priorities.
Establish Police Explorer Program.		**POSTPONED**	Police Department identifying funding priorities.

Report of Accomplishments 2017-2022

Project	Status	Notes
Additional		
Attract Supplemental LCI Funds: Complete ARC requirements to apply for LCI funds to plan priority projects.	**COMPLETED**	Parking Study, Roundabout Study, Housing Study, Willingham LCI Study completed in past 5 years.

Community Work Program 2023-2027

	Project	2023	2024	2025	2026	2027	Responsible Party	Cost Estimate	Funding
Land Use & Zoning									
L1	Design and develop wayfinding signage throughout Hapeville to assist residents and visitors moving from Gateways to Downtown, jobs, and other attractors.	X	X				City of Hapeville	$30,000	City of Hapeville, ARC
L2	Partner with the Aerotropolis Atlanta CIDs and key employers to develop gateway signage for the major corridors into Hapeville.	X	X				City of Hapeville	$50,000	City of Hapeville, ARC, Aerotropolis CID
L3	Study the feasibility of the Downtown Alleyway expansion and land acquisition.	X	X				City of Hapeville	$12,000	City of Hapeville, ARC, Community Choices
L4	Develop a Parks Master Plan for the city of Hapeville, including the Downtown Park and neighborhood parks.	X	X	X	X		City of Hapeville	$60,000	City of Hapeville, ARC
L5	Develop an Art Master Plan for the city of Hapeville, to provide a unified vision and implementation strategies for arts and culture in the city.	X	X	X	X		City of Hapeville	$60,000	City of Hapeville, ARC
L6	Study the feasibility of a new municipal facility location.	X	X				City of Hapeville	$15,000	City of Hapeville, ARC

Community Work Program 2023-2027

	Project	2023	2024	2025	2026	2027	Responsible Party	Cost Estimate	Funding
Land Use & Zoning									
L7	Continue to work with the Aerotropolis Atlanta CIDs and surrounding communities to develop a greenway and trails master plan.	X	X				City of Hapeville	$200,000	Aerotropolis Atlanta Alliance, Aerotropolis Atlanta CIDs, College Park, Clayton County, East Point, Forest Park, Fulton County, Hapeville, HJAIA
L8	Revise the Subdivision Regulations	X					City of Hapeville	$25,000	General Fund
Economic Development									
E1	Work with Delta to identify potential reuses or redevelopment scenarios for its former Technology Center site and identify, more specifically, the potential reuse of the building for other commercial and/or residential uses.	X	X	X			City of Hapeville, Delta	Staff Time	City of Hapeville, ARC, Delta
E2	Assess tax abatement policies to facilitate more intensive mixed-use development at the Airport Loop Gateway. Utilize the tax abatement to connect existing property owners to potential development partners.	X	X	X			City of Hapeville	Staff Time	City of Hapeville, ARC

Community Work Program 2023-2027

	Project	2023	2024	2025	2026	2027	Responsible Party	Cost Estimate	Funding
Housing									
H1	Evaluate the inclusion of incentives for workforce housing in the Hapeville Overlay District. Incentives may include: tax credits and matching funds from county and/or state housing departments.	X	X				City of Hapeville	Staff Time	City of Hapeville, ARC
H2	Include requirements and/or incentives for inclusionary zoning in the Hapeville Overlay.	X	X				City of Hapeville	Staff Time	City of Hapeville, ARC
H3	Provide policies that allow long-time residents to remain in the area: 1. Evaluate the creation of a non-profit organization that would provide residents with assistance and education regarding housing programs and policies. 2. Promote programs that provide assistance in home maintenance, such as Community HOME Investment Program (CHIP). 3. Assess creating a program that would provide low interest grants or funding to assist homeowners in maintenance and repairs.	X	X				City of Hapeville	Staff Time	City of Hapeville, ARC

Community Work Program 2023-2027

	Project	2023	2024	2025	2026	2027	Responsible Party	Cost Estimate	Funding
Transportation									
T1	Coordinate with HJAIA on enhancement of the current airport inter-terminal shuttle service. This would allow additional stops at the Corporate Crescent district and allow central Hapeville easy access to both airport terminals.	X					City of Hapeville	Staff Time	TBD based on opportunities identified
T2	Additional streetscape and sidewalk enhancements to North Central, including coordination with adjacent property owners to identify potential for easements or landscaping improvements on private property that can accomplish streetscape objectives.	X	X	X			City of Hapeville	$1,500,000	City of Hapeville, ARC
T3	Construct a sidewalk on at least one side of Lake Avenue between North Avenue and Cofield Drive. Costs will vary depending on ultimate location.	X	X				City of Hapeville	$250,000	City of Hapeville
T4	Construct a sidewalk on at least one side of Cofield Drive between Dogwood Drive and the I-85 bridge and from the I-85 bridge to Springdale Road.	X	X	X	X		City of Hapeville	$200,000	City of Hapeville
T5	Construct sidewalk on the west side of Stillwood Drive and enhance existing sidewalk on the east side to improve access to a future MARTA rail corridor.	X	X	X			City of Hapeville	$150,000	City of Hapeville

Community Work Program 2023-2027

	Project	2023	2024	2025	2026	2027	Responsible Party	Cost Estimate	Funding
Transportation									
T6	Coordinate with Aerotropolis Alliance/Airport CIDs on streetscape enhancements to Virginia Avenue.	X	X	X			City of Hapeville	Staff Time (TBD with CID efforts)	City of Hapeville, Aerotropolis CIDs, ARC
T7	Enhance North Fulton Avenue streetscape, sidewalks and intersections to improve pedestrian and bicyclist safety, including substitution of select parking spaces with bulbout islands to add street trees and provide comfort and increased separation for pedestrians.	X	X	X			City of Hapeville	$200,000	City of Hapeville
T8	Construct a protected, off-street bicycle and pedestrian path on Willingham Drive between South Central Avenue and the Hapeville City limits. This would enhance pedestrian conditions for the relatively high volume of users on this corridor, and should be coordinated with the City of East Point for connections to the Main Street corridor and on to the East Point MARTA rail station.	X	X	X			City of Hapeville	$300,000	Cities of Hapeville and East Point; potential private sources

Community Work Program 2023-2027

	Project	2023	2024	2025	2026	2027	Responsible Party	Cost Estimate	Funding
Transportation									
T9	Install traffic calming devices and intersection enhancements along the Old Jonesboro Road and King Arnold Street corridors to slow traffic, improve pedestrian and bicycle safety, and establish a bicycle route through the city. Add signage and wayfinding to designate this route and to direct bicycles and pedestrians to nearby destinations.	X	X				City of Hapeville	$250,000	City of Hapeville
Community Facilities and Services									
C1	Complete citywide sanitary sewer survey	X	X	X	X		Community Services	$260,000	Water/sewer fund
C2	Resurface track around football field	X	X	X			Community Services	$30,000	Various Sources
C3	Resurface practice field behind Senior Center	X	X	X			Recreation	$350,000	Grant
C4	Replace police vehicle fleet	X	X				Police Department	$240,000	General Fund
C5	Repave Public Safety Building Parking Lot	X	X	X			Police Department	$30,000	General Fund
C6	Establish Police Explorer Program	X	X				Police Department	$100,000	General Fund

Chapter 10

Appendix

Notice of First Required Public Hearing

NOTICE
City of Hapeville

A Public Hearing will be held by the City of Hapeville Mayor and Council on **Tuesday, February 15, 2022 at 6:00 p.m.** at the City of Hapeville Municipal Annex located at 700 Doug Davis Drive, Hapeville, Georgia 30354. The purpose of this hearing is to brief the community on the process to be used to develop the plan and opportunities for public participation in plan development, and to obtain input on the proposed planning process. All interested parties should attend. The meeting will be made available to the public by live streaming only via teleconference/videoconference in accordance with O.C.G.A § 50-14-1(g) at https://ga-hapeville3.civicplus.com/562/Agendas-and-Minutes.

Public Hearing Comments: For those who are unable to physically attend the meeting, citizen comments must be emailed to the City Clerk at ssteed@hapeville.org or called in at 404-766-3004 no later than 5:00 p.m. on February 14, 2022. When emailing or verbally delivering your comment to the City Clerk, please include your name, address, the agenda item, and the comment for or against the item. All comments submitted to the City Clerk will be read into the record during the meeting. Citizens may not make comments on public hearing agenda items via teleconference/videoconference.
#0000577059:2/02-1AS

Public Meeting Advertisements

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Public Meeting Photos

Public Meeting

Sign In Sheet

Hapeville georgia

CITY OF HAPEVILLE
COMPREHENSIVE PLAN PUBLIC OPEN HOUSE

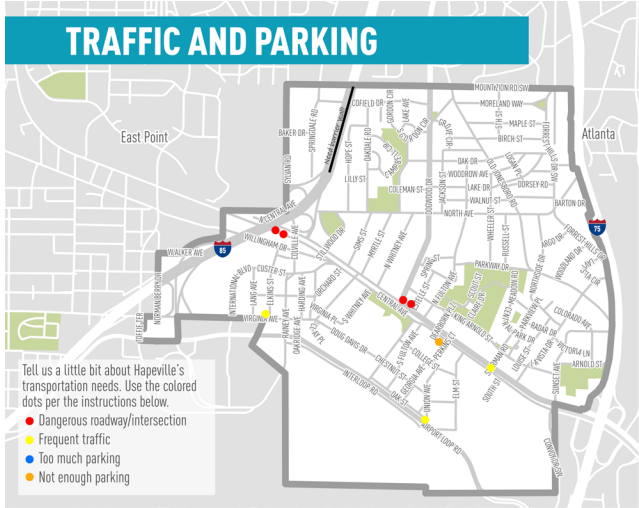
Monday, April 18, 2022 at 6:00PM

SIGN IN SHEET

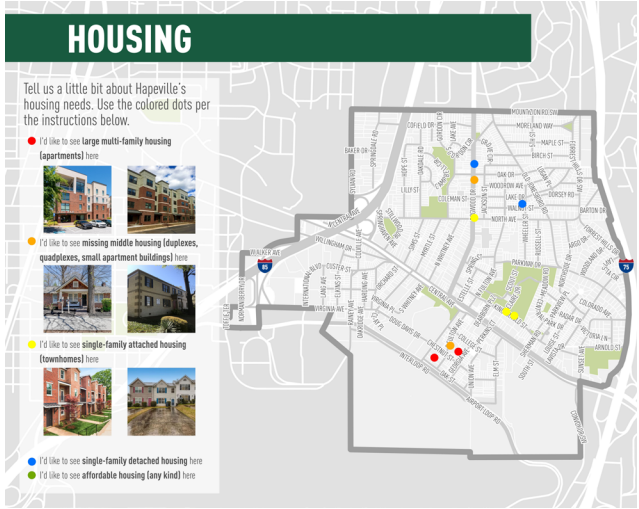
NAME:

1.	Charlotte Reitz 2105 Levista Cr.
2.	VANESSA West
3.	Willie Richardson
4.	Valerie Barry
5.	JASON SHUBERT
6.	[illegible] Arrington
7.	Patti Dawson
8.	[illegible]
9.	Martha Rovelo
10.	CAROL COBB
11.	Emilie Winston
12.	Rachel Allred
13.	[illegible] Tagnum TVG
14.	Tom Ritchie
15.	Brittany Williams
16.	JOHN SPRINGER
17.	Sydney Reaker
18.	Cynthia Ruff
19.	Tawana Parker
20.	LaRonda Sutton (Asbury Park)

Traffic & Parking Map Results

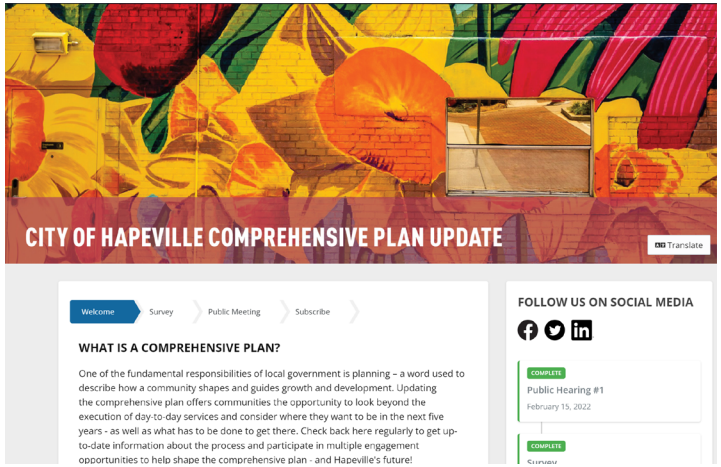


Housing Map Results



Community Engagement Advertisements: Online Survey

Website



Facebook

Flyer

City Newsletter

It's Happening in Hapeville!

We Need Your Input, Hapeville Comprehensive Plan Community Survey

The Department of Community Affairs (DCA) Local Comprehensive Planning Rules require that each local government update its Needs and Opportunities, Community Work Program, and Land Use Element portions of its Comprehensive Plan every five years. In 2017, after a year-long public participation and planning process, the City of Hapeville adopted its Comprehensive Plan along with the LCI Study to direct planning efforts. As we are upon the 5-year mark, the City has partnered with the Atlanta Regional Commission (ARC) to update its Comprehensive Plan.

What's Your Vision, Hapeville?

Communities guide growth and development through planning. Your input and feedback is important. Please take a moment to complete our survey on priority needs and opportunities for Hapeville's future. Your input will help shape the City's 2022 Comprehensive Plan Update! To learn more and take the survey, please visit, https://publicinput.com/Hapeville2022.

You can also use the camera app on your smartphone to scan the QR code at right. For more info., please contact the Economic Development Dept at (404) 669-8269.

Online Survey Results

City of Hapeville 2022 Comprehensive Plan Update

Project Engagement

VIEWS	PARTICIPANTS
647	141
RESPONSES	**COMMENTS**
2,365	378
SUBSCRIBERS	
56	

MOVE What are the **three (3) stro** FILTER BY SEGMENT OPTIONS

Small town feel but close to the city.
one month ago 133 Agree

We need a grocery store
one month ago 80 Agree

Police response time
one month ago 80 Agree

Walkability to downtown core
one month ago 80 Agree

Interstate Proximity
one month ago 68 Agree

Proximity to airport
one month ago 53 Agree

Fire response time
one month ago 44 Agree

Vibrant, historic downtown
one month ago 40 Agree

The arts.
one month ago 35 Agree

Knowing your neighbors
one month ago 33 Agree

Community
one month ago 28 Agree

Economic & cultural Diversity, small town close to city & being a Main Street community
one month ago 24 Agree

Have so many transportation options. We have the airport, Marta, Interstates, buses - all right here.
one month ago 21 Agree

Mixture of housing types
one month ago 20 Agree

I moved to Hapeville as a renter a few years ago and then decided to buy a home in the area. I LOVE this town. The charm and convenience to everything is wonderful. I would really like to see more retail, restaurants and a grocery store come to our town soon.
one month ago 15 Agree

Grocery store
one month ago 14 Agree

Online Survey Results

Please build an affordable senior apartments based on income. We want to continue to enjoy all the amenities that Hapeville has to offer.
one month ago 13 Agree

People
one month ago 13 Agree

Beer Girl!
one month ago 11 Agree

Dewey and Douglas Creative
one month ago 10 Agree

Stop building townhouse and apartments.
one month ago 9 Agree

Grid-like Street Layout
one month ago 8 Agree

We need better sidewalks and GA Power needs to maintain better electrical lines.
19 days ago 7 Agree

Community events!
26 days ago 7 Agree

The diverse neighborhoods within Hapeville. A space for everyone.
29 days ago 7 Agree

We moved to Hapeville two years ago, and love everything the city offers to the community, the strong focus on arts, building community, and its people. This is the place where we want our kids to grow up.
one month ago 7 Agree

parking Ordinances for street parking
one month ago 6 Agree

Great local public elementary school!
one month ago 5 Agree

I would like to see a Community Garden over by the teaching school. Also better quality streets with sidewalks and curbs (especially on Hope St.
26 days ago 4 Agree

We need to fix the recreational center track as it is way too old and has not been given care or updates. Does not look good.
26 days ago 3 Agree

Funding for tree maintenance and treatments instead of cutting them down or allowing them to fall (on houses.)
18 days ago 2 Agree

Small town feel, proximity to airport, arts & history
17 days ago 1 Agree

Move power poles further back from curbs - too many power outages due to collisions.
18 days ago 1 Agree

Affordable housing
one month ago 1 Agree

Hilary Kludt
one month ago 1 Agree

The town promotes small businesses.
one month ago

Online Survey Results

What are the **three (3) biggest challenges** facing Hapeville currently?

Lack of name brand grocery facility
one month ago 88 Agree

Inconsistent sidewalks and pedestrian access
one month ago 50 Agree

Access to a grocery store
one month ago 47 Agree

We desperately need a small chain grocery store such as ALDI or LIDL that is not so huge it will cause greater traffic but enough to provide for necessity of clean shopping environment and quality produce and meats along with all else at AFFORDABLE prices.
one month ago 40 Agree

Too dense development near existing neighborhoods
one month ago 36 Agree

Everything closes on Sundays
one month ago 36 Agree

Balancing growth with access to affordable housing.
one month ago 35 Agree

Hapevile Recreation center needs a MAJOR refurbishment, the gym facility is lacking, the building smells old, not enough programs. Poor and low quality marketing for programs causing 0% in interest in the community snd especially the large non English speaking community hist more free community events to get people engaged like fun field day for kids or Adult social gatherings. But without proper marketing no one will engage. We also have no pool. It would be nice to turn. Our rec center into a function YMCA.
one month ago 29 Agree

Maintaining a small-town feel of community while also welcoming newcomers.
one month ago 29 Agree

Variety in dining options
one month ago 28 Agree

A local famers market or franchise grocery store (Publix, ALDI, Trader Joes) is NEEDED
one month ago 25 Agree

Would love a weekly farmers market during the spring, summer, and fall. Also longer hours for downtown businesses would be awesome. Maybe a pool hall bar or bowling alley or ax throwing spot. Something recreational might be a draw.
one month ago 25 Agree

Crime spilling over from neighboring cities.
one month ago 22 Agree

Please let's repave these roads!
Some are in major need, the process isn't moving fast enough.
one month ago 21 Agree

Code Enforcement does not enforce the actual code consistently. There are pop up tents being used as carports, stranded cars parked in driveways, and the list goes on.

Would like to see things get cleaned up a little more especially in the business district along Dogwood.
one month ago 21 Agree

Have not figured out how we are going to deal with TRAFGIC with an addition 300+ cars start rolling in especially when a 3 Mike long train stops and blocks Central Ave for hours.
one month ago 20 Agree

Lack of sidewalks through many neighborhoods (especially Northwoods)
one month ago 20 Agree

Empty store fronts that could be used for pop-up art events or experimental restaurant concepts
one month ago 18 Agree

Traffic congestion on major roads
one month ago 17 Agree

NIMBY (not in my backyard) mentality of some legacy residents
one month ago 17 Agree

No ramp at post office not wheelchair or stroller friendly
one month ago 15 Agree

Addressing food insecurity and access to resources for low-income communities.
one month ago 15 Agree

My biggest concern is the large amount of growth will cause traffic problems and others that are not being planned for already.

There is a huge lack of affordable housing and I am worried people will be forced out of their homes or not able to pay the increased taxes.
one month ago 13 Agree

Lack of good schools
one month ago 13 Agree

Too many franchises, not enough destination restaurants
one month ago 13 Agree

Parking
one month ago 13 Agree

I would love to also see a nice fitness center brought to Hapeville. Replace the current 24 hour gym with a planet fitness or anytime fitness.
one month ago 12 Agree

Traffic around North Central.
one month ago 12 Agree

Co existing with Norfolk Southern trains
one month ago 12 Agree

Online Survey Results

Transit access - micro transit solutions for MARTA connectivity and airport terminal / hotel connectivity
one month ago 12 Agree

Lack of good middle school or high schools.
one month ago 11 Agree

Too many properties not owner occupied. (LLC, short term rentals, air bnb, etc)
one month ago 11 Agree

Affordable housing is definitely an area for growth.
one month ago 10 Agree

Crossing at the railroad intersections is a case of taking your life into your hands. People routinely don't honor street signs.
one month ago 9 Agree

Park in neighborhood needs to be remodeled. Swings are falling apart , fence is broken, everything needs to be redone. Park near Mount Zion Rd.
one month ago 8 Agree

Lack of healthy, economic & close food store, crime & empty store fronts
one month ago 7 Agree

Making a "comprehensive plan", and then allowing variances for pretty much everything.
one month ago 5 Agree

Need more large homes
one month ago 5 Agree

Hapeville police don't always respect the Constitutional rights of Hapeville citizens.
one month ago 4 Agree

Lack of support for local businesses.
20 days ago 3 Agree

We need to get rid of city garden literally no one likes it . Replace it with better Chinese food.
26 days ago 3 Agree

Would love a community garden or farmers market
26 days ago 3 Agree

People who think Hapeville is responsible for getting us a grocery store then complain about too many people!
25 days ago 2 Agree

Parking Ordinances for street parking
one month ago 2 Agree

Homeowners who are afraid of change and against all developments.
19 days ago 1 Agree

Lack of nice green spaces/parks
one month ago 1 Agree

Traffic congestion & parking, lack of local public schools, sort terms rentals, bnbs & "parking lots in the neighborhoods"
17 days ago

City Developer and black council women
20 days ago

Library and librarians
20 days ago

Online Survey Results

What are **three (3) words or phrases** you would use to describe Hapeville to someone unfamiliar with the community?

Diverse
one month ago 59 Agree

Small but quaint
one month ago 58 Agree

ITP (inside the perimeter)
one month ago 40 Agree

Community
one month ago 38 Agree

Artistic
one month ago 29 Agree

Walking community
one month ago 25 Agree

Close to airport.. which I love working for an airline
one month ago 24 Agree

Close to everything with a small town feel
one month ago 21 Agree

Quiet
one month ago 19 Agree

Friendly
one month ago 18 Agree

Fast Growth
one month ago 16 Agree

Diverse, Artistic & growing
one month ago 10 Agree

Queer friendly
one month ago 8 Agree

Down-Home
one month ago 7 Agree

Small Town Feel
one month ago 6 Agree

Connected
one month ago 6 Agree

Welcoming small town
one month ago 5 Agree

It would be nice to have Jess Lucas Park turned into a grand park like Swift Cantrel Park with shaded coverings and CLEAN SAFE restrooms for children to use. None of our playgrounds except on Lake and OJR is completely gated to keep children from running out. The Park on Virginia Ave in not fully gated and grows a terrible smelling fungus late spring early summer, fungus in appearance of male anatomy.
one month ago 3 Agree

Becoming a town for the elites only.
one month ago 3 Agree

Older long-time residents are struggling with change brought by diversity and new residents.
20 days ago 2 Agree

Supportive, hard working, and unique
20 days ago 1 Agree

Small business support
one month ago 1 Agree

Old school
one month ago 1 Agree

Self-sustaining
one month ago 1 Agree

Local population is 1) diverse, 2) an exciting mixture of historical appreciation and artsy, trendy motivations & 3) tenacious
17 days ago

When a citizen of Hapeville made a joke about burning witches, he was asking about ordinances concerning fires for the upcoming Halloween holiday, why did Travis Horsely verbally dress him down and accuse him of "inciting imminent violence?"

Travis Horsely obviously knew the citizen was not going to burn a witch, yet accused him of a specific crime.

Since when are city councilpeople also thought police?
18 days ago

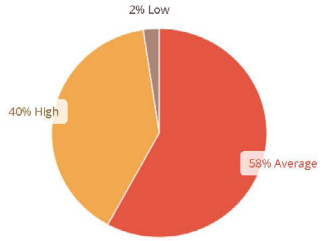
Life without Stress
one month ago

Fast action from city leadership.
one month ago

Launching pad
one month ago

Online Survey Results

Quality of life can be defined as the standard of health, comfort, and happiness experienced by an individual or group. How would you rate the **quality of life** that you experience in Hapeville?



126 respondents

What would you describe as Hapeville's **most important housing need**? What role should the City play in helping to support this development?

Mixed-use developments with commercial/retail space
one month ago 48 Agree

Quality affordable housing.
one month ago 35 Agree

Single family ranch style
one month ago 23 Agree

Senior affordable housing - the city should work with developers that have a proven track record of getting Low-Income Housing Tax Credit (LIHTC) through the DCA
one month ago 20 Agree

Lower density in developments to prevent future infrastructure issues.
one month ago 11 Agree

How would you rank your satisfaction with Hapeville's **transportation system**?

	Poor	Below Average	Adequate	Good	Excellent	No Opinion
Traffic Safety	7% Poor	18% Below Average	42% Adequate	21% Good	5% Excellent	8% No Opinion
Road Conditions	15% Poor	33% Below Average	42% Adequate	7% Good	2% Excellent	1% No Opinion
Traffic Congestion	13% Poor	15% Below Average	44% Adequate	21% Good	2% Excellent	4% No Opinion
Public Transportation	10% Poor	24% Below Average	36% Adequate	10% Good	1% Excellent	18% No Opinion
Pedestrian & Bicycle Safety	15% Poor	37% Below Average	29% Adequate	8% Good	2% Excellent	8% No Opinion
Parking	12% Poor	24% Below Average	39% Adequate	16% Good	6% Excellent	3% No Opinion

107 respondents

Online Survey Results

Rec Center

one month ago 11 Agree

Restaurants and Businesses

one month ago 10 Agree

Library

one month ago 9 Agree

The ENTIRE downtown corridor is fantastic! It's walkable from my home and I live for a nice morning walk with a stop by Drip Coffee for a cup of coffee and a good breakfast sandwich.

one month ago 6 Agree

Esperanza mexican grocery store

one month ago 6 Agree

The Art displays

one month ago 5 Agree

Depot

one month ago 5 Agree

Hapeville First Baptist

one month ago 5 Agree

Drip Coffee

one month ago 4 Agree

The family-owned grocery stores and restaurants already present in Hapeville- Santa Cruz, Michoacanas, Nature's Own Herb Shop, Beergirl, Sombreros, Mami Cubana, etc. I grew up here and would continue to live here if diversity and inclusion remain a part of Hapeville.

29 days ago 3 Agree

Our library is greatly lacking in children's programs and activities.

one month ago 3 Agree

2000 A.D.

one month ago 3 Agree

Corner Tavern

one month ago 2 Agree

Bike lanes all over town

one month ago 2 Agree

Quality & health of local businesses & attractions, Availability of quality & affordable housing, & Community services including education, recreation, historical preservation & the arts

17 days ago 1 Agree

Honey pots

20 days ago 1 Agree

Christ Church

Johnny's Pizza

18 days ago

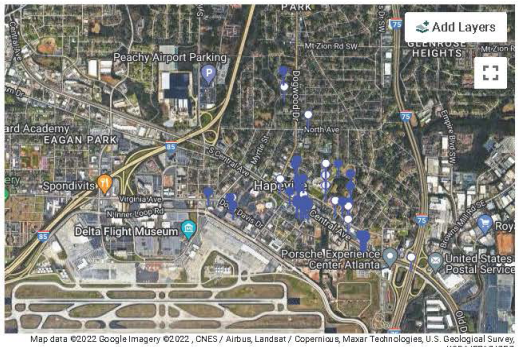
Churches

22 days ago

The Village Church

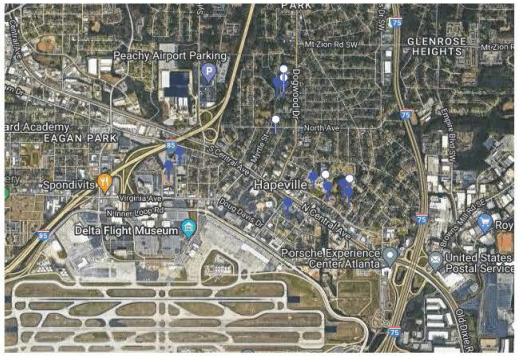
23 days ago

Use this map to point out the places in Hapeville that are most important to you. (e.g., local businesses, parks, places of worship, community centers, buildings, etc.)



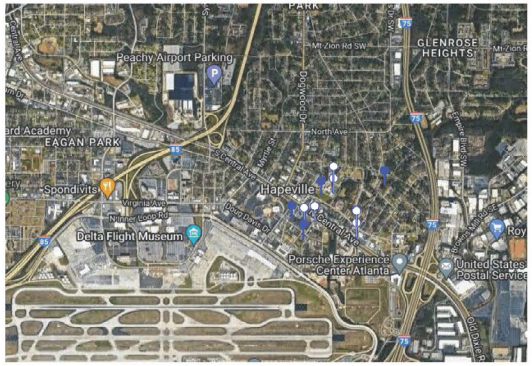
Map data ©2022 Google Imagery ©2022 , CNES / Airbus, Landsat / Copernicus, Maxar Technologies, U.S. Geological Survey, USDA/FPAC/GEO

What are Hapeville's **most significant natural and environmental resources**? What role should the City play in helping to preserve and protect these?

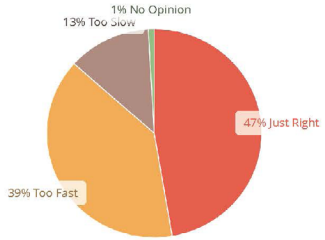


Online Survey Results

What are Hapeville's **most significant historic and cultural resources**? What role should the City play in helping to preserve and protect these?

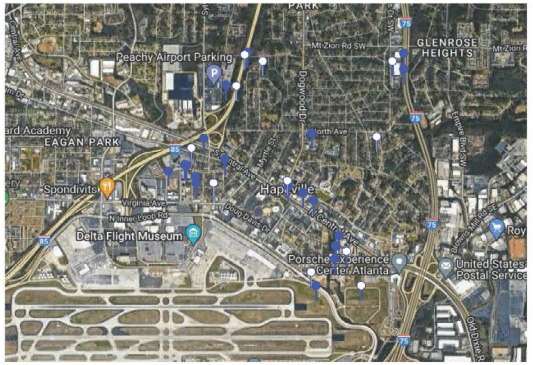


How would you characterize Hapeville's **pace of development** in recent years?



112 respondents

Where would you like to see **future development** focused?



How would you rank Hapeville's housing needs?

	Need More	Right Amount	Need Less
Affordable Housing	49% Need More	41% Right Amount	10% Need Less
Mixed-Income Housing	40% Need More	50% Right Amount	9% Need Less
Density	23% Need More	44% Right Amount	33% Need Less
Senior Housing	53% Need More	39% Right Amount	8% Need Less

111 respondents

Online Survey Results

What would you describe as Hapeville's **most important housing need**? What role should the City play in helping to support this development?

Mixed-use developments with commercial/retail space

one month ago — 48 Agree

Quality affordable housing.

one month ago — 35 Agree

Single family ranch style

one month ago — 23 Agree

Senior affordable housing - the city should work with developers that have a proven track record of getting Low Income Housing Tax Credit (LIHTC) through the DCA

one month ago — 20 Agree

Lower density in developments to prevent future infrastructure issues.

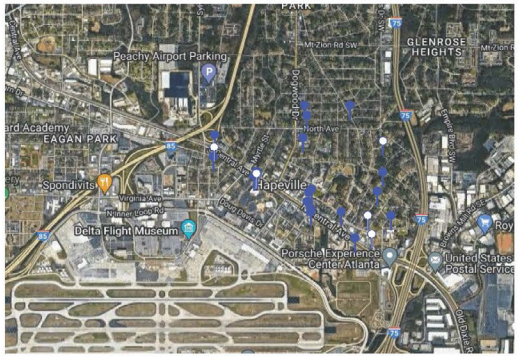
one month ago — 11 Agree

How would you rank your satisfaction with Hapeville's **transportation system**?

	Poor	Below Average	Adequate	Good	Excellent	No Opinion
Traffic Safety	7% Poor	18% Below Average	42% Adequate	21% Good	5% Excellent	8% No Opinion
Road Conditions	15% Poor	33% Below Average	42% Adequate	7% Good	2% Excellent	1% No Opinion
Traffic Congestion	13% Poor	15% Below Average	44% Adequate	21% Good	2% Excellent	4% No Opinion
Public Transportation	10% Poor	24% Below Average	36% Adequate	10% Good	1% Excellent	18% No Opinion
Pedestrian & Bicycle Safety	15% Poor	37% Below Average	29% Adequate	8% Good	2% Excellent	8% No Opinion
Parking	17% Poor	24% Below Average	39% Adequate	16% Good	6% Excellent	3% No Opinion

107 respondents

Are there any areas in Hapeville you feel are particularly **dangerous for pedestrians or bicyclists**?



What areas of concern do you have regarding **parking**?

Not enough commercial and visitor parking in downtown and too much vehicle parking in residential areas.

17 days ago

Not enough parking for Downtown areas

18 days ago

Not enough parking during lunchtime, too much parking not utilized well in afternoon evening. Too much parking on weekends.

20 days ago

Not enough downtown business parking

25 days ago

Parking will become an issue as the city grows. The downtown area does not have clear parking signs for patrons.

27 days ago

Online Survey Results

Add any other comments you may have about **transportation in Hapeville.**

The confusion at the crossings at the railroad tracks.
one month ago — 51 Agree

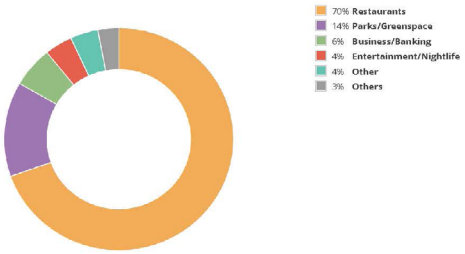
Petitioning Norfolk Southern to stop blocking multiple intersections
one month ago — 35 Agree

Light rail connectivity to marta train station/airport
one month ago — 20 Agree

A market/deli.
one month ago — 18 Agree

Sidewalks at rail crossings. Strategic development and support of small businesses rather than chains and franchises.
one month ago — 17 Agree

What is your primary reason for visiting **downtown Hapeville**?



102 respondents

What kind of improvements should be considered to **enhance Downtown Hapeville**?

Pop-up Farmer's Markets
one month ago — 52 Agree

More family-friendly dinner options.
one month ago — 37 Agree

Repair sidewalks and repave roads.
one month ago — 31 Agree

Sidewalk expansion/bike lanes
one month ago — 31 Agree

Since restaurants were presently the number one draw to Downtown, play to that with encouraging outdoor music venue, pass the ordinance to allow for the Downtown to be an "Entertainment District" allowing for Open Container Walking, Food Truck Park, Small Amphitheater, Etc.
one month ago — 18 Agree

If desired, please use the space below to list anything else you would like to be considered in future planning efforts for Hapeville that was not covered by the previous survey questions.

Clean up and and make intersection at North Ave and Dogwood Drive more attractive for developers
one month ago — 33 Agree

Install more sidewalks and lighting throughout to promote walking.
one month ago — 25 Agree

Please consider how any decision will affect the quality of life for children and families.
one month ago — 23 Agree

More arts destinations spanning entirety of arts overlay district that are 100% walkable, multi-modal and ADA compliant (sidewalks, pedestrian access, bike access)
one month ago — 17 Agree

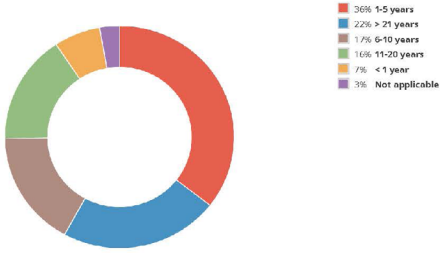
Repair sidewalk and make façade improvements to the property between Hapeville Chick-Fil-A Dwarf House and SCP Hapeville Apartments.
one month ago — 15 Agree

Which of the following statements apply to you (select all that apply)?

94%	I am a resident of Hapeville	98 ✓
9%	I work in Hapeville	9 ✓
8%	I own a business located in Hapeville	8 ✓
6%	Other	6 ✓

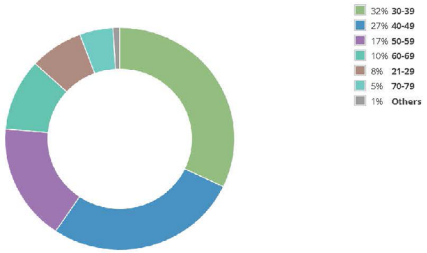
Online Survey Results

How long have you lived in Hapeville?



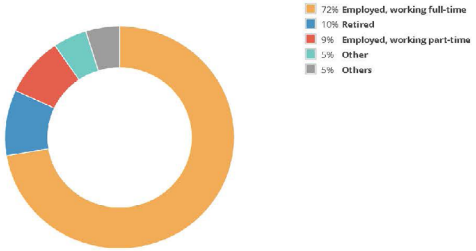
107 respondents

What is your age?



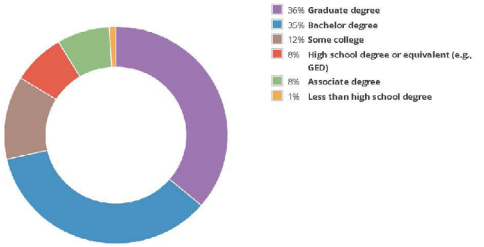
106 respondents

Which of the following categories best describes your employment status?



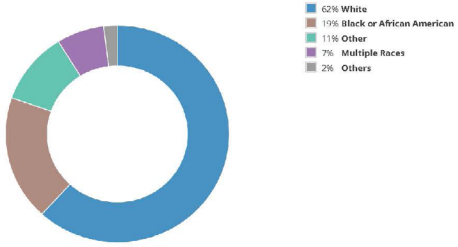
105 respondents

What is the highest level of school you have completed or the highest degree you have received?



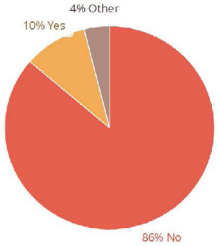
105 respondents

With which race do you identify?



102 respondents

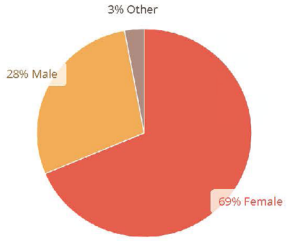
Do you identify as Hispanic, Latino, or Spanish?



102 respondents

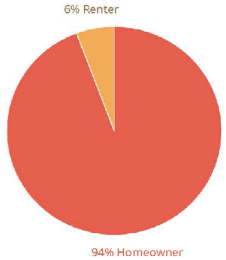
Online Survey Results

What is your gender identity?



102 respondents

What best describes your housing status?



105 respondents

Loading more report objects...

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Atlanta Regional Commission

22-PC-D6-32

CITY OF HAPEVILLE
ECONOMIC DEVELOPMENT DEPARTMENT
REZONING APPLICATION

Name of Applicant SCP Acquisitions, LLC

Mailing Address [redacted]

Telephone [redacted] Mobile# [redacted]

Email [redacted]

Property Owner (s) Southern Region Industrial Reality, Inc. & Central of Georgia Railroad Company

Mailing Address 1200 Peachtree Street NW, Atlanta, GA 30309

Telephone N/A Mobile# N/A

Address/Location of Property: 0 South Central Avenue, Hapeville, GA

Parcel ID #: 14 0096LL0502

Square Foot of Property 83,548.08 SF Acres 1.918

Present Zoning Classification RMU Proposed Zoning Classification U-V

Present Land Use Vacant Land (Rail Spur)

Proposed Land Use Mixed-Use Development

I hereby make application to the City of Hapeville, Georgia for the above referenced property. I do hereby swear or affirm that the information provided here and above is true, complete and accurate, and I understand that any inaccuracies may be considered just cause for invalidation of this application and any action taken on this application. I understand that the City of Hapeville, Georgia, reserves the right to enforce any and all ordinances regardless of any action or approval on this application. I further understand that it is my/our responsibility to conform with all of City of Hapeville's Ordinances in full. I hereby acknowledge that all requirements of the City of Hapeville shall be adhered too. I can read and write the English language and/or this document has been read and explained to me and I have full and voluntarily completed this application. I understand that it is a felony to make false statements or writings to the City of Hapeville, Georgia pursuant to O.C.G.A. 16-10-20 and I may be prosecuted for a violation thereof.

Applicant's signature

Date: 6/24/22

Sworn to and subscribed before me

This 24 **day of** June, **20**22.

Notary Public

OFFICIAL SEAL
S G KAISER
Notary Public, Georgia
COBB COUNTY
My Commission Expires
July 27, 2025

LETTER OF INTENT

In detail, provide a summary of the proposed project in the space provided below. Include the proposed use of each existing or proposed building, and the proposed land use.

SCP Acquisitions, LLC proposes a horizontally and vertically integrated mixed-use project contemplating 259 luxury apartments, roughly 3,000 square feet of retail and restaurant space, a "slip" parking deck, and various public and private amenities.

What are the reasons the property cannot be used in accordance with the existing regulations?

The rest of the property in question is zoned U-V and carries with it specific height, density, and regulatory requirements that are different from RMU. Because the proposed project is mixed-use and crosses parcel lines, uniform zoning throughout is required.

Will the proposed zoning change create an isolated zoning district that is unrelated to adjacent and nearby districts? Yes_____ No____x____

If so, why should this property be placed in a different zoning district than all adjoining property?

N/A

How would the proposed zoning change impact on public facilities and services?

There would not be any impact.

What environmental impacts would the proposed project have?

There would not be any negative impact. More than likely, prior to development, environmental remediation will occur and improve the nature of the site.

Describe the effect the proposed zoning request will have on the adjacent properties and how it will impact the character of the neighborhood.

There would not be any negative impact. The current rail spur is vacant and the mixed-use project will positively impact the neighborhood.

Are there any proffered conditions you would like to apply to and be made part of this application for rezoning? Yes_____No_____x_____

Please list any written proffered conditions below.

N/A

Any development and site plans or other demonstrative materials presented as proffered conditions shall be referenced below and attached to this application as follows: (Please include a date or other identifiable information of each piece of material attached)

1. Hapeville Porsche Avenue Site Plan
2. Site Survey and Legal Description

CITY OF HAPEVILLE
ECONOMIC DEVELOPMENT DEPARTMENT
REZONING APPLICATION

AUTHORIZATION OF PROPERTY OWNER

I CERTIFY THAT I AM THE OWNER OF THE PROPERTY LOCATED AT:

0 South Central Avenue, Hapeville, GA

City of Hapeville, County of Fulton, State of Georgia

WHICH IS THE SUBJECT MATTER OF THIS APPLICATION. I AUTHORIZE THE APPLICANT NAMED BELOW TO ACT AS THE APPLICANT IN THE PURSUIT OF A REZONING FOR THE PROPERTY.

Name of Applicant Southern Region Industrial Reality Inc. & Central of GA Railroad Company

Address of Applicant 1200 Peachtree Street NW, Atlanta, GA 30309

Telephone of Applicant N/A

Signature of Owner

Andrew Seiler
Real Estate Agent
Print Name of Owner

Personally Appeared Before Me this 21st day of June, 2022.

Notary Public

E HUGGINS
Notary Public
State of Georgia
Rockdale County
My Comm. Expires May 31, 2026

CITY OF HAPEVILLE
ECONOMIC DEVELOPMENT DEPARTMENT
REZONING APPLICATION

DISCLOSURE OF CAMPAIGN CONTRIBUTIONS & GIFTS

Application filed on June 24, 2022 for action by the City Council on the following requested rezoning: 0 Central Avenue, Hapeville, GA

Address to be rezoned: 0 Central Avenue, Hapeville, GA

All individuals, business entities or other organizations having a property or other interest in said property that is subject of this application are as follows:
SCP Acquisitions, LLC Mark Randall John Long

The undersigned below, making application for Rezoning, has complied with the Official Code of Georgia Section 36-67A-1, et. Seq., Conflict of Interest in Zoning Actions, and has submitted or attached the required information on this form as provided.

Have you as applicant or anyone associated with this application or property, within the two (2) years immediately preceding the filing of this application, made campaign contributions aggregating $250 or more to a member of the Hapeville City Council? _____Yes __X__No

If YES, please complete the following section (attach additional sheets if necessary):

Name and Official Position of Government Official	Contributions (List all which aggregate to $250 or more)	Date of Contribution (Within last 2 years)

I do hereby certify the information provided herein is both complete and accurate to the best of my knowledge.

Signature of Applicant

Mark Randall, Authorized Signer
SCP Acquisitions, LLC
Type or Print Name and Title

Signature of Applicant's Representative

Type or Print Name and Title

E. G. Kaiser 6/27/22
Signature of Notary Public Date

(Affix Raised Seal Here)

OFFICIAL SEAL
E G KAISER
Notary Public, Georgia
COBB COUNTY
My Commission Expires
July 27, 2025

SITE INFORMATION

TOTAL SITE AREA (APPROX.): **6.706** AC

LEGEND

MULTIFAMILY

(M1) 5 STORY (TYPE IIIA) - 1 BUILDING
TOTAL : 199 UNITS (199 UNITS/BLDG)

(M2) 5 STORY (TYPE IIIA) - 1 BUILDING
TOTAL : 60 UNITS (60 UNITS/BLDG)

TOTAL UNITS : 259
AVG HEATED AREA - MF : 840 SF (APPROX.)
TOTAL PARKING : ONE PER BED PLUS 12 RETAIL SPACES

AMENITIES

(C) MULTIFAMILY CLUB / LEASING
TOTAL : 8,000 SF

RETAIL

(R) RETAIL
TOTAL : 3,000 SF

PARKING

312 Spaces

N

0 30' 60' 120'

SOUTH CITY PARTNERS

HAPEVILLE

HAPEVILLE, GA

DENSITY STUDY • 06-08-2022

SCP2019-09

DYNAMIK DESIGN

© COPYRIGHT 2022 DYNAMIK DESIGN

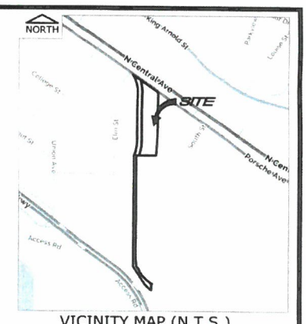
FILE NAME: I:\CUSTOMERS_PROJECTS\1110 JEM Fund, LLC\1110-18-066 Ashbury TC\SUR\1110-18-066 L - ALTA.dwg PLOT DATE:5/25/2018 USER:LEE GOULD

THIS BLOCK RESERVED FOR SUPERIOR COURT CLERK

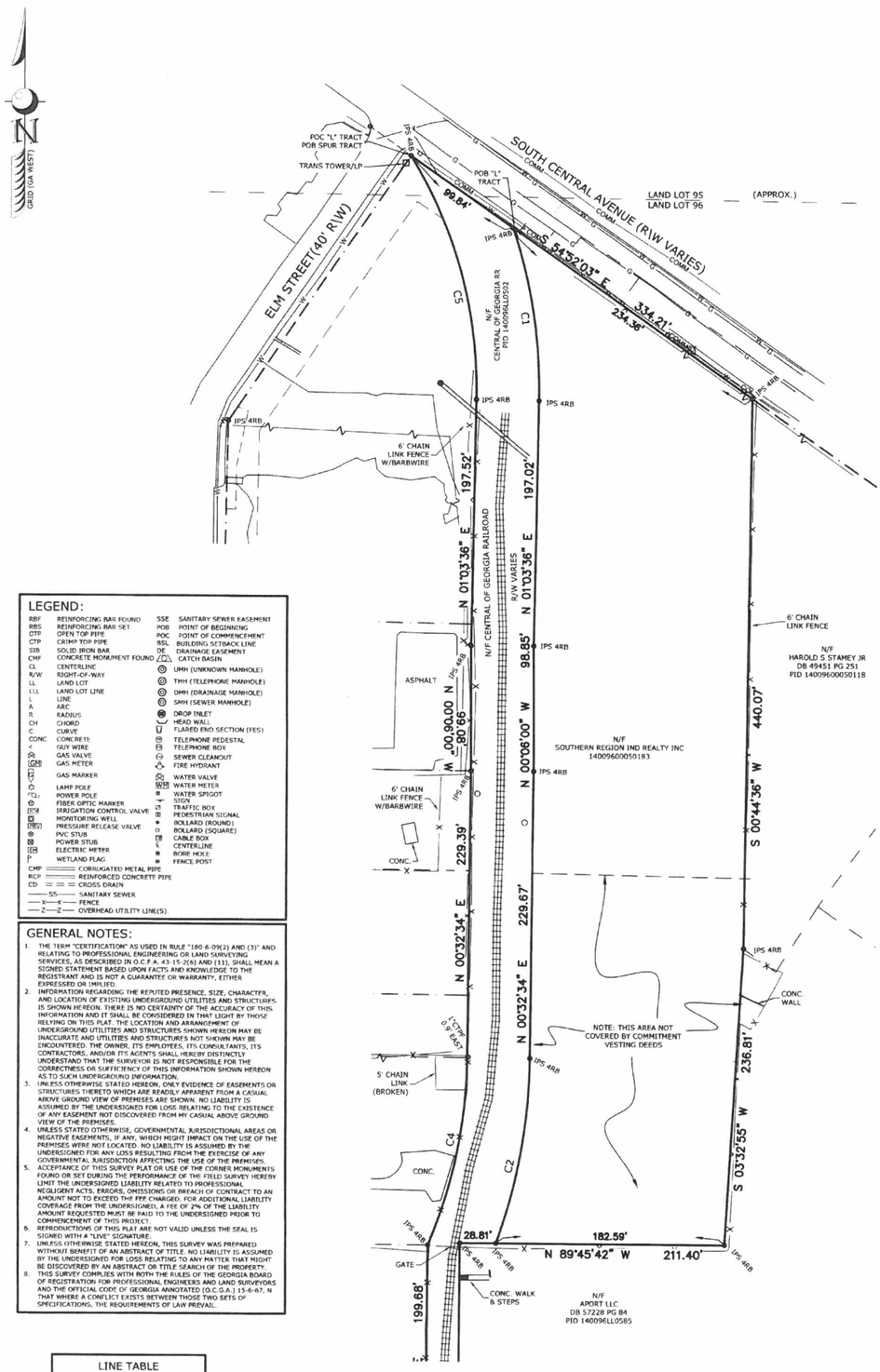
CURVE TABLE					
CURVE	ARC LEN.	RADIUS	DELTA	CHORD	DIRECTION
C1	139.83'	408.64'	19°36'19"	139.15'	N 08°44'34" W
C2	150.61'	442.34'	19°30'29"	149.88'	N 10°17'49" E
C3	92.79'	573.92'	9°15'48"	92.69'	N 47°58'54" W
C4	153.64'	392.34'	22°26'13"	152.66'	S 11°45'41" W
C5	203.85'	358.64'	32°34'00"	201.12'	S 15°13'24" W

I HAVE THIS DATE EXAMINED THE NATIONAL FLOOD INSURANCE PROGRAM FLOOD INSURANCE RATE MAP (FIRM) AND FOUND THAT BY GRAPHIC PLOTTING ONLY, THE REFERENCE PARCEL IS IN AN AREA HAVING SPECIAL FLOOD HAZARDS.
MAP ID: 13121C0369F EFFECTIVE DATE: 09-18-13 ZONE: "A" & "X"

OVERALL AREA
TRACT "L" 2.889 ACRES
SPUR TRACT 1.918 ACRES



VICINITY MAP (N.T.S.)



VESTING DEEDS

TRACT 1
DB 3258 PG 681
DB 3266 PG 476

TRACT 2
DB 4238 PG 66
DB 4462 PG 309

NOTE: SEE PLAT FOR SURVEYORS COMMENTS ABOUT AREAS COVERED BY THESE DOCUMENT

SURVEYORS COMMENTS ON SCHEDULE B, SECTION II ITEMS
OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY
COMMITMENT NO.: GA18004681
COMMITMENT DATE: MAY 10, 2018

Note: Items 1-11 are Standard Title Company Exceptions and are not addressed by the Surveyor.

12. Easements, restrictions and right of reversion as contained in that certain Warranty Deed from the City of Atlanta, a municipal corporation of the State of Georgia to Central of Georgia Railway Company, a Georgia corporation, dated July 26, 1965, filed August 12, 1965 and recorded in Deed Book 4462, Page 309, records of the Superior Court of Fulton County, Georgia. ***DOES NOT AFFECT SUBJECT PROPERTY.***

AS SURVEYED PROPERTY DESCRIPTION

"L" TRACT

A tract of land situated in Land Lot 96, 14th District, Fulton County, Georgia (City of Hapeville); the bearings of which are based on State Plane Grid (Georgia West Zone) and being more particularly described as follows:

Commence at a no.4 rebar set marking the intersection of the southerly right-of-way line of South Central Avenue (variable right-of-way) with the easterly right-of-way line of Elm Street (40-foot right-of-way) and proceed S54°52'03"E along said southerly right-of-way line of South Central Avenue for a distance of 99.84 feet to a no.4 rebar with cap at easterly line of lands now or formerly owned by Central of Georgia Railroad and the **Point of Beginning** of the tract herein described; thence continue S54°52'03"E along said southerly right-of-way line for a distance of 234.36 feet to a no.4 rebar with cap set at the westerly line of lands now or formerly owned by Harold S. Stamey Jr.; thence S00°44'36"W along said Stamey lands for a distance of 440.07 feet to a no.4 rebar with cap set; thence along lands now or formerly owned by Aport, LLC for the following courses and distances: S03°32'55"W for a distance of 236.81 feet to a no.4 rebar with cap set; N89°45'42"W for a distance of 182.59 feet to a no.4 rebar with cap set on the easterly line of said Central of Georgia Railroad lands; thence along said Railroad lands for the following courses and distances: northerly 150.61 feet along the arc of a curve, concave to the west, having a central angle of 19°30'29", a radius of 442.34 feet, and a chord bearing and distance of N10°17'49"E and 149.88 feet to a no.4 rebar with cap set; N00°32'34"E for a distance of 229.67 feet to a no.4 rebar with cap set; N00°06'00"W for a distance of 99.85 feet to a no.4 rebar with cap set; N01°03'36"E for a distance of 197.02 feet to a no.4 rebar with cap set; northerly 139.83 feet along the arc of a curve, concave to the west, having a central angle of 19°36'20", a radius of 408.64 feet, and a chord bearing and distance of N08°44'34"W and 139.15 feet to a no.4 rebar with cap set at the **Point of Beginning** of said tract.

Containing 2.889 acres as depicted on an ALTA / NSPS Land Title Survey prepared by Southeastern Engineering, Inc. (Project No. 1110-18-066.02).

AS SURVEYED PROPERTY DESCRIPTION

"SPUR" TRACT

A tract of land situated in Land Lots 95 & 96, 14th District, Fulton County, Georgia (City of Hapeville); the bearings of which are based on State Plane Grid (Georgia West Zone) and being more particularly described as follows:

Begin at a no.4 rebar set marking the intersection of the southerly right-of-way line of South Central Avenue (variable right-of-way) with the easterly right-of-way line of Elm Street (40-foot right-of-way) and proceed S54°52'03"E along said southerly right-of-way line of South Central Avenue for a distance of 99.84 feet to a no.4 rebar with cap at westerly line of lands now or formerly owned by Southern Region Ind Realty Inc. thence along said Southern lands for the following courses and distances: southerly 139.83 feet along the arc of a curve, concave to the west, having a central angle of 19°36'20", a radius of 408.64 feet, and a chord bearing and distance of S08°44'34"E and 139.15 feet to a no.4 rebar with cap; S01°03'36"W for a distance of 197.52 feet to a no.4 rebar with cap set; S00°06'00"E for a distance of 99.36 feet to a no.4 rebar with cap; S00°32'34"W for a distance of 229.67 feet to a no.4 rebar with cap set; southerly 150.61 feet along the arc of a curve, concave to the west, having a central angle of 19°30'29", a radius of 442.34 feet, and a chord bearing and distance of S10°17'49"W and 149.88 feet to a no.4 rebar with cap set on the northerly line of lands now or formerly owned by Aport, LLC; thence N89°45'42"W along said Aport lands for a distance of 28.81 feet to a no.4 rebar with cap set; thence S00°21'36"W along said Aport lands to their termination and then continuing S00°21'36"W along lands now or formerly owned by Porsche Cars North America Inc. for a total distance of 1086.64 feet to a no.4 rebar with cap set; thence continue along said Porsche lands S03°54'09"E for a distance of 11.58 feet to a no.3 rebar found; thence along lands now or formerly owned by the City of Atlanta for the following courses and distances: S04°07'43"E for a distance of 51.36 feet to a no.4 rebar with cap set; S13°53'10"E a distance of 53.09 feet to a no.3 rebar found; N88°31'00"E for a distance of 10.45 feet to a no.3 rebar found; S24°54'39"E for a distance of 49.91 feet to a no.4 rebar with cap set; S34°29'52"E for a distance of 49.80 feet to a no.4 rebar with cap set; S44°37'12"E for a distance of 49.89 feet to a no.4 rebar with cap set; S52°01'57"E for a distance of 54.86 feet to a no.4 rebar with cap set; S56°16'45"E for a distance of 17.12 feet to a no.4 rebar with cap set; S66°52'52"E for a distance of 10.65 feet to a no.4 rebar with cap set; N89°29'09"W feet a distance of 9.45 feet to a no.4 rebar with cap set; S01°11'00"W for a distance of 66.40 feet to a no.4 rebar with cap set; northwesterly 92.79 feet along the arc of a curve, concave to the northeast, having a central angle of 9°15'48", a radius of 573.92 feet, and a chord bearing and distance of N47°58'54"W and 92.69 feet to a no.4 rebar with cap set; N33°17'09"W for a distance of 226.37 feet; N00°10'41"E for a distance of 574.44 feet to a no.4 rebar with cap set; N00°20'12"E a distance of 129.57' to a rebar with cap found; thence N00°19'13"E along the easterly line of lands now or formerly owned by the Hapeville Development Authority for a distance of 1001.64 feet to a 1-inch pipe found; thence N00°32'34"E along the easterly line of lands now or formerly owned by Main Street Partner Group for a distance of 199.68 feet to a no.4 rebar with cap set; thence along said Main Street lands for the following courses and distances: northerly 153.64 feet along the arc of a curve, concave to the west, having a central angle of 22°26'13", a radius of 392.34 feet, and a chord bearing and distance of N11°45'41"E and 152.66 feet to a no.4 rebar with cap set; N00°32'34"E for a distance of 229.39 feet to a no.4 rebar with cap set; N00°06'00"W for a distance of 98.85 feet to a no.4 rebar with cap set; N01°03'36"E for a distance of 197.02 feet to a no.4 rebar with cap set; northerly 203.85 feet along the arc of a curve, concave to the west, having a central angle of 32°34'00", a radius of 358.64 feet, and a chord bearing and distance of N15°13'24"W and 201.12 feet to the **Point of Beginning** of said tract.

Containing 1.918 acres as depicted on an ALTA / NSPS Land Title Survey prepared by Southeastern Engineering, Inc. (Project No. 1110-18-066.02).

SUBSURFACE UTILITIES MARKED BY UTILITSURVEY, LLC. SEE GENERAL NOTE 2.

LEGEND:

RBF	REINFORCING BAR FOUND	SSE	SANITARY SEWER EASEMENT
RBS	REINFORCING BAR SET	POB	POINT OF BEGINNING
OTP	OPEN TOP PIPE	POC	POINT OF COMMENCEMENT
CTP	CRIMP TOP PIPE	RSL	BUILDING SETBACK LINE
STB	SOLID IRON BAR	DE	DRAINAGE EASEMENT
CMF	CONCRETE MONUMENT FOUND		CATCH BASIN
CL	CENTERLINE		UMH (UNKNOWN MANHOLE)
R/W	RIGHT-OF-WAY		TMH (TELEPHONE MANHOLE)
LL	LAND LOT		DMH (DRAINAGE MANHOLE)
LLL	LAND LOT LINE		SMH (SEWER MANHOLE)
L	LINE		
A	ARC		
R	RADIUS		DROP INLET
CH	CHORD		HEAD WALL
C	CURVE		FLARED END SECTION (FES)
CONC	CONCRETE		TELEPHONE PEDESTAL
<	GUY WIRE		TELEPHONE BOX
	GAS VALVE		SEWER CLEANOUT
GM	GAS METER		FIRE HYDRANT
	GAS MARKER		WATER VALVE
	LAMP POLE	WM	WATER METER
*(L)	POWER POLE		WATER SPIGOT
	FIBER OPTIC MARKER		SIGN
ICM	IRRIGATION CONTROL VALVE		TRAFFIC BOX
	MONITORING WELL		PEDESTRIAN SIGNAL
PRV	PRESSURE RELEASE VALVE		BOLLARD (ROUND)
	PVC STUB		BOLLARD (SQUARE)
	POWER STUB		CABLE BOX
	ELECTRIC METER		CENTERLINE
	WETLAND FLAG		BORE HOLE
CMP	CORRUGATED METAL PIPE		FENCE POST
RCP	REINFORCED CONCRETE PIPE		
CD	CROSS DRAIN		
—SS—	SANITARY SEWER		
—X—X—	FENCE		
—Z—Z—	OVERHEAD UTILITY LINE(S).		

GENERAL NOTES:

1. THE TERM "CERTIFICATION" AS USED IN RULE 180-6-09(2) AND (3)" AND RELATING TO PROFESSIONAL ENGINEERING OR LAND SURVEYING SERVICES, AS DESCRIBED IN O.C.F.A. 43-15-2(6) AND (11), SHALL MEAN A SIGNED STATEMENT BASED UPON FACTS AND KNOWLEDGE TO THE REGISTRANT AND IS NOT A GUARANTEE OR WARRANTY, EITHER EXPRESSED OR IMPLIED.
2. INFORMATION REGARDING THE REPUTED PRESENCE, SIZE, CHARACTER, AND LOCATION OF EXISTING UNDERGROUND UTILITIES AND STRUCTURES IS SHOWN HEREON. THERE IS NO CERTAINTY OF THE ACCURACY OF THIS INFORMATION AND IT SHALL BE CONSIDERED IN THAT LIGHT BY THOSE RELYING ON THIS PLAT. THE LOCATION AND ARRANGEMENT OF UNDERGROUND UTILITIES AND STRUCTURES SHOWN HEREON MAY BE INACCURATE AND UTILITIES AND STRUCTURES NOT SHOWN MAY BE ENCOUNTERED. THE OWNER, ITS EMPLOYEES, ITS CONSULTANTS, ITS CONTRACTORS, AND/OR ITS AGENTS SHALL HEREBY DISTINCTLY UNDERSTAND THAT THE SURVEYOR IS NOT RESPONSIBLE FOR THE CORRECTNESS OR SUFFICIENCY OF THIS INFORMATION SHOWN HEREON AS TO SUCH UNDERGROUND INFORMATION.
3. UNLESS OTHERWISE STATED HEREON, ONLY EVIDENCE OF EASEMENTS OR STRUCTURES THERETO WHICH ARE READILY APPARENT FROM A CASUAL ABOVE GROUND VIEW OF PREMISES ARE SHOWN. NO LIABILITY IS ASSUMED BY THE UNDERSIGNED FOR LOSS RELATING TO THE EXISTENCE OF ANY EASEMENT NOT DISCOVERED FROM MY CASUAL ABOVE GROUND VIEW OF THE PREMISES.
4. UNLESS STATED OTHERWISE, GOVERNMENTAL JURISDICTIONAL AREAS OR NEGATIVE EASEMENTS, IF ANY, WHICH MIGHT IMPACT ON THE USE OF THE PREMISES WERE NOT LOCATED. NO LIABILITY IS ASSUMED BY THE UNDERSIGNED FOR ANY LOSS RESULTING FROM THE EXERCISE OF ANY GOVERNMENTAL JURISDICTION AFFECTING THE USE OF THE PREMISES.
5. ACCEPTANCE OF THIS SURVEY PLAT OR USE OF THE CORNER MONUMENTS FOUND OR SET DURING THE PERFORMANCE OF THE FIELD SURVEY HEREIN LIMIT THE UNDERSIGNED LIABILITY RELATED TO PROFESSIONAL NEGLIGENT ACTS, ERRORS, OMISSIONS OR BREACH OF CONTRACT TO AN AMOUNT NOT TO EXCEED TWI FFE CHARGED. FOR ADDITIONAL LIABILITY COVERAGE FROM THE UNDERSIGNED, A FEE OF 2% OF THE LIABILITY AMOUNT REQUESTED MUST BE PAID TO THE UNDERSIGNED PRIOR TO COMMENCEMENT OF THIS PROJECT.
6. REPRODUCTIONS OF THIS PLAT ARE NOT VALID UNLESS THE SEAL IS SIGNED WITH A "LIVE" SIGNATURE.
7. UNLESS OTHERWISE STATED HEREON, THIS SURVEY WAS PREPARED WITHOUT BENEFIT OF AN ABSTRACT OF TITLE. NO LIABILITY IS ASSUMED BY THE UNDERSIGNED FOR LOSS RELATING TO ANY MATTER THAT MIGHT BE DISCOVERED BY AN ABSTRACT OR TITLE SEARCH OF THE PROPERTY.
8. THIS SURVEY COMPLIES WITH BOTH THE RULES OF THE GEORGIA BOARD OF REGISTRATION FOR PROFESSIONAL ENGINEERS AND LAND SURVEYORS AND THE OFFICIAL CODE OF GEORGIA ANNOTATED (O.C.G.A.) 15-6-67, N THAT WHERE A CONFLICT EXISTS BETWEEN THOSE TWO SETS OF SPECIFICATIONS, THE REQUIREMENTS OF LAW PREVAIL.

LINE TABLE		
LINE	DIRECTION	LENGTH
L1	S 03°54'09" E	11.58'
L2	S 04°07'43" E	51.36'
L3	S 13°53'10" E	53.09'
L4	N 88°31'00" E	10.45'
L5	S 24°54'39" E	49.91'
L6	S 34°29'52" E	49.80'
L7	S 44°37'12" E	49.89'
L8	S 52°01'57" E	54.86'
L9	S 56°16'45" E	17.12'
L10	S 66°52'52" E	10.65'
L11	N 89°29'09" W	9.45'
L12	S 01°11'00" W	66.40'

CURRENT ZONING: NOT PROVIDED.

DATUM

HORIZONTAL DATUM IS STATE PLANE GRID (NAD83-2011) AND VERTICAL DATUM IS SEA LEVEL (NAVD88), BOTH OF WHICH WERE ESTABLISHED BY GPS OBSERVATIONS UTILIZING A CHAMPION TXO GPS RECEIVER ON THE eGPS NETWORK.

ALTA/NSPS CERTIFICATION

TO FIRST AMERICAN TITLE INSURANCE COMPANY, MAIN STREET PARTNER GROUP, LLC, JEM INVESTMENT GROUP HAPEVILLE FUND 1, LLC, & APCC LLC

THIS IS TO CERTIFY THAT THIS MAP OR PLAT AND THE SURVEY ON WHICH IT IS BASED WERE MADE IN ACCORDANCE WITH THE 2016 MINIMUM STANDARD DETAIL REQUIREMENTS FOR ALTA/NSPS LAND TITLE SURVEYS, JOINTLY ESTABLISHED AND ADOPTED BY ALTA AND NSPS, AND INCLUDES ITEMS 1,2,3,4,5,6a,7b1,8,9,10a,11,13,14,16,17,18,19 & 20 OF TABLE "A" THEREOF.

THE FIELD WORK WAS COMPLETED ON 04/21/18

DATE OF PLAT OR MAP: 05/24/18

DOUGLAS P. CRUSE RLS# 2937

GRAPHIC SCALE
50 0 50 100
(IN FEET)
1 inch = 50 ft.

GEORGIA SURVEYOR CERTIFICATION

This plat is a retracement of an existing parcel or parcels of land and does not subdivide or create a new parcel or make any changes to any real property boundaries. The recording information of the documents, maps, plats or other instruments which created the parcel or parcels are stated hereon. RECORDATION OF THIS PLAT DOES NOT IMPLY APPROVAL OF ANY LOCAL JURISDICTION, AVAILABILITY OF PERMITS, COMPLIANCE WITH LOCAL REGULATIONS OR REQUIREMENTS OR SUITABILITY FOR ANY USE OR PURPOSE OF THE LAND. Furthermore, the undersigned land surveyor certifies that this plat complies with the minimum technical standards for property surveys in Georgia as set forth in the rules and regulations of the Georgia Board of Registration for Professional Engineers and Land Surveyors and as set forth in O.C.G.A. Section 15-6-67.

05/24/18
DATE

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SEI
SOUTHEASTERN ENGINEERING, INC.
2470 Sandy Plains Road Marietta, Georgia 30066
tel. 770-971-9936 fax. 770-971-9955
www.sengineering.com
LSF NO. 000913

No	ISSUED DESCRIPTION	DATE

PLAT INFORMATION
THE FIELD DATA UPON WHICH THIS PLAT IS BASED HAS A CLOSURE OF 1 FOOT IN 85,985 FEET AND AN ANGULAR ERROR OF 2 SECONDS PER ANGLE POINT AND WAS ADJUSTED USING THE LEAST SQUARES METHOD. THIS PLAT HAS BEEN CALCULATED FOR CLOSURE AND FOUND TO BE ACCURATE TO 1 FOOT IN 200,000+ FEET. AN ELECTRONIC TOTAL STATION WAS USED TO GATHER THE INFORMATION USED IN THE PREPARATION OF THIS PLAT.
THIS PLAT WAS PREPARED FOR THE EXCLUSIVE USE OF THE PERSON, PERSONS OR ENTITY NAMED HEREON. THE PLAT DOES NOT EXTEND TO ANY UNNAMED PERSON, PERSONS OR ENTITY WITHOUT EXPRESS RECERTIFICATION BY THE SURVEYOR NAMING SAID PERSON, PERSONS OR ENTITY.

ALTA / NSPS LAND TITLE SURVEY

ASBURY TOWN CENTER

LOCATED IN:

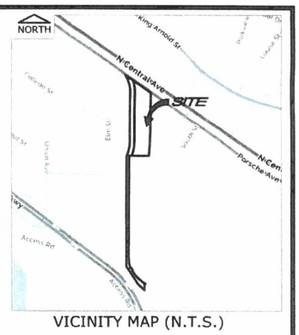
LAND LOTS 95 & 96 OF THE 14th DISTRICT,
CITY OF HAPEVILLE, FULTON COUNTY, GEORGIA

Project No.:	1110-18-066.04
Surveyed By:	C. SELLARS
Field Date:	04-21-2018
Drafted By:	L.GOULD
Issue Date:	05-24-18

FILE NAME: I:\CUSTOMERS_PROJECTS\1110 JEM Fund, LLC\1110-18-066 Ashbury TC\SUR\1110-18-066 L - ALTA.dwg PLOT DATE:5/25/2018 USER:LEE GOULD

THIS BLOCK RESERVED FOR SUPERIOR COURT CLERK

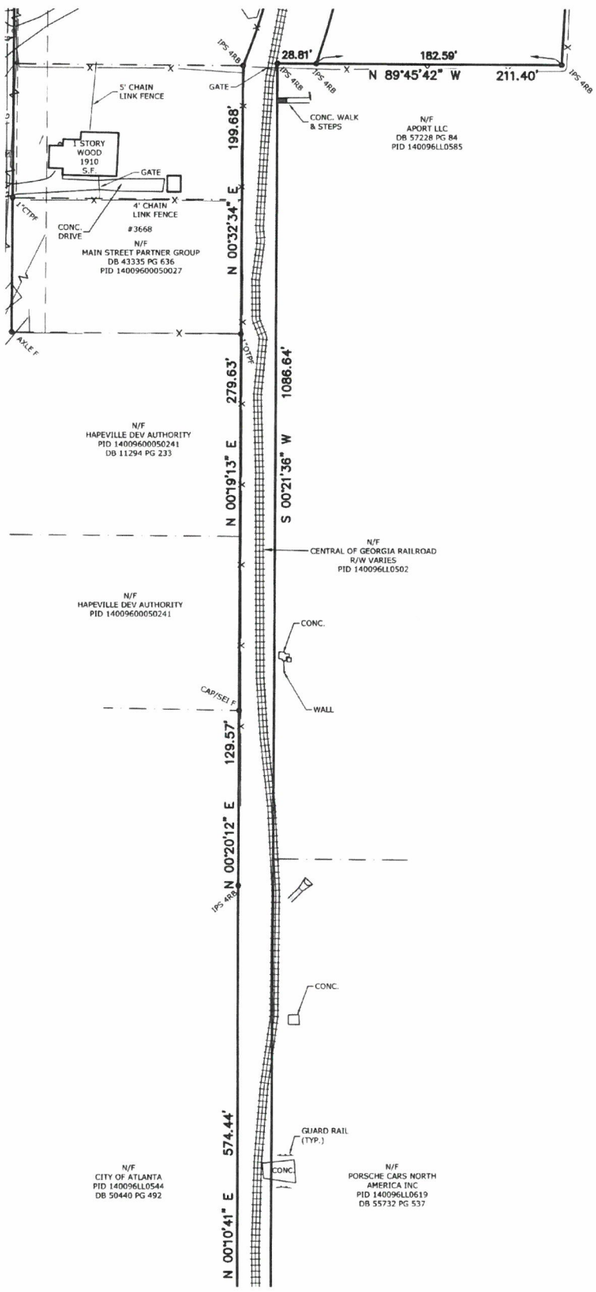
I HAVE THIS DATE EXAMINED THE NATIONAL FLOOD INSURANCE PROGRAM FLOOD INSURANCE RATE MAP (FIRM) AND FOUND THAT BY GRAPHIC PLOTTING ONLY, THE REFERENCE PARCEL IS IN AN AREA HAVING SPECIAL FLOOD HAZARDS.
MAP ID:_13121C0367F_ EFFECTIVE DATE:_09-18-13_ZONE:"A" & "X"



VICINITY MAP (N.T.S.)

GRID (GA WEST)

OVERALL AREA
2.97 ACRES
(APPROXIMATE)



ALTA NOTES:

VESTING DEEDS

TRACT 1
DB 3258 PG 681
DB 3266 PG 476

TRACT 2
DB

SURVEYORS COMMENTS ON SCHEDULE B, SECTION II ITEMS
OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY
COMMITMENT NO.: GA180046G1
COMMITMENT DATE: MAY 10, 2018

Note: Items 1-11 are Standard Title Company Exceptions and are not addressed by the Surveyor.

12. Easements, restrictions and right of reversion as contained in that certain Warranty Deed from the City of Atlanta, a municipal corporation of the State of Georgia to Central of Georgia Railway Company, a Georgia corporation, dated July 26, 1965, filed August 12, 1965 and recorded in Deed Book 4462, Page 309, records of the Superior Court of Fulton County, Georgia.

LEGEND:

RBF	REINFORCING BAR FOUND	SSE	SANITARY SEWER EASEMENT
RBS	REINFORCING BAR SET	POB	POINT OF BEGINNING
OTP	OPEN TOP PIPE	POC	POINT OF COMMENCEMENT
CTP	CRIMP TOP PIPE	BSL	BUILDING SETBACK LINE
SIB	SOLID IRON BAR	DE	DRAINAGE EASEMENT
CMF	CONCRETE MONUMENT FOUND		CATCH BASIN
CL	CENTERLINE		UMH (UNKNOWN MANHOLE)
R/W	RIGHT-OF-WAY		TMH (TELEPHONE MANHOLE)
LL	LAND LOT		DMH (DRAINAGE MANHOLE)
LLL	LAND LOT LINE		SMH (SEWER MANHOLE)
L	LINE		DROP INLET
A	ARC		HEAD WALL
R	RADIUS		FLARED END SECTION (FES)
CH	CHORD		TELEPHONE PEDESTAL
C	CURVE		TELEPHONE BOX
CONC	CONCRETE		SEWER CLEANOUT
<	GUY WIRE		FIRE HYDRANT
	GAS VALVE		WATER VALVE
	GAS METER		WATER METER
	GAS MARKER		WATER SPIGOT
	LAMP POLE		TREE
	POWER POLE		TRAFFIC BOX
	FIBER OPTIC MARKER		PEDESTRIAN SIGNAL
	IRRIGATION CONTROL VALVE		BOLLARD (ROUND)
	MONITORING WELL		BOLLARD (SQUARE)
	PRESSURE RELEASE VALVE		CABLE BOX
	PVC STUB		CENTERLINE
	POWER STUB		BORE HOLE
	ELECTRIC METER		FENCE POST
	WETLAND FLAG		

CMP CORRUGATED METAL PIPE
RCP REINFORCED CONCRETE PIPE
CD CROSS DRAIN
—SS— SANITARY SEWER
—X—X— FENCE
—Z—Z— OVERHEAD UTILITY LINE(S).

GENERAL NOTES:

1. THE TERM "CERTIFICATION" AS USED IN RULE "180-6-.09(2) AND (3)" AND RELATING TO PROFESSIONAL ENGINEERING OR LAND SURVEYING SERVICES, AS DESCRIBED IN O.C.G.A. 43-15-2(6) AND (11), SHALL MEAN A SIGNED STATEMENT BASED UPON FACTS AND KNOWLEDGE TO THE REGISTRANT AND IS NOT A GUARANTEE OR WARRANTY, EITHER EXPRESSED OR IMPLIED.
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5. ACCEPTANCE OF THIS SURVEY PLAT OR USE OF THE CORNER MONUMENTS FOUND OR SET DURING THE PERFORMANCE OF THE FIELD SURVEY HEREBY LIMIT THE UNDERSIGNED LIABILITY RELATED TO PROFESSIONAL NEGLIGENT ACTS, ERRORS, OMISSIONS OR BREACH OF CONTRACT TO AN AMOUNT NOT TO EXCEED THE FEE CHARGED. FOR ADDITIONAL LIABILITY COVERAGE FROM THE UNDERSIGNED, A FEE OF 2% OF THE LIABILITY AMOUNT REQUESTED MUST BE PAID TO THE UNDERSIGNED PRIOR TO COMMENCEMENT OF THIS PROJECT.
6. REPRODUCTIONS OF THIS PLAT ARE NOT VALID UNLESS THE SEAL IS SIGNED WITH A "LIVE" SIGNATURE.
7. UNLESS OTHERWISE STATED HEREON, THIS SURVEY WAS PREPARED WITHOUT BENEFIT OF AN ABSTRACT OF TITLE. NO LIABILITY IS ASSUMED BY THE UNDERSIGNED FOR LOSS RELATING TO ANY MATTER THAT MIGHT BE DISCOVERED BY AN ABSTRACT OR TITLE SEARCH OF THE PROPERTY.
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SUBSURFACE UTILITIES MARKED BY UTILITSURVEY, LLC. SEE GENERAL NOTE 2.

DATUM

HORIZONTAL DATUM IS STATE PLANE GRID (NAD83-2011) AND VERTICAL DATUM IS SEA LEVEL (NAVD88), BOTH OF WHICH WERE ESTABLISHED BY GPS OBSERVATIONS UTILIZING A CHAMPION TKO GPS RECEIVER ON THE eGPS NETWORK.

GRAPHIC SCALE
50 0 50 100
(IN FEET)
1 inch = 50 ft.

GEORGIA SURVEYOR CERTIFICATION

This plat is a retracement of an existing parcel or parcels of land and does not subdivide or create a new parcel or make any changes to any real property boundaries. The recording information of the documents, maps, plats or other instruments which created the parcel or parcels are stated hereon. RECORDATION OF THIS PLAT DOES NOT IMPLY APPROVAL OF ANY LOCAL JURISDICTION, AVAILABILITY OF PERMITS, COMPLIANCE WITH LOCAL REGULATIONS OR REQUIREMENTS OR SUITABILITY FOR ANY USE OR PURPOSE OF THE LAND. Furthermore, the undersigned land surveyor certifies that this plat complies with the minimum technical standards for property surveys in Georgia as set forth in the rules and regulations of the Georgia Board of Registration for Professional Engineers and Land Surveyors and as set forth in O.C.G.A. Section 15-6-67.

05/24/18
DATE

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SEI
SOUTHEASTERN ENGINEERING, INC.
2470 Sandy Plains Road Marietta, Georgia 30066
tel: 770-321-1916 fax: 770-321-1935
www.seengineering.com
LSF NO. 000911

No	ISSUED DESCRIPTION	DATE

PLAT INFORMATION
THE FIELD DATA UPON WHICH THIS PLAT IS BASED HAS A CLOSURE OF 1 FOOT IN 65,985 FEET AND AN ANGULAR ERROR OF 2" SECONDS PER ANGLE POINT AND WAS ADJUSTED USING THE LEAST SQUARES METHOD. THIS PLAT HAS BEEN CALCULATED FOR CLOSURE AND FOUND TO BE ACCURATE TO ONE FOOT IN 200,000+ FEET. AN ELECTRONIC TOTAL STATION WAS USED TO GATHER THE INFORMATION USED IN THE PREPARATION OF THIS PLAT.
THIS PLAT WAS PREPARED FOR THE EXCLUSIVE USE OF THE PERSON, PERSONS OR ENTITY NAMED HEREON. THIS PLAT DOES NOT EXTEND TO ANY UNNAMED PERSON, PERSONS OR ENTITY WITHOUT EXPRESS RECERTIFICATION BY THE SURVEYOR NAMING SAID PERSON, PERSONS OR ENTITY.

ALTA / NSPS LAND TITLE SURVEY

ASBURY TOWN CENTER

LOCATED IN:

LAND LOTS 95 & 96 OF THE 14th DISTRICT,
CITY OF HAPEVILLE, FULTON COUNTY, GEORGIA

GEORGIA REGISTERED PROFESSIONAL ENGINEER 2937 LAND SURVEYOR DOUGLAS P. CRUSE II

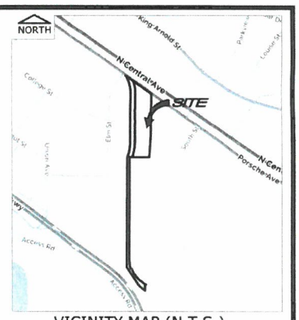
Project No.:	1110-18-066.04
Surveyed By:	C. SELLARS
Field Date:	04-21-2018
Drafted By:	L. GOULD
Issue Date:	05-24-18

2 OF 6

FILE NAME: I:\CUSTOMERS_PROJECTS\1110 JEM Fund, LLC\1110-18-066 Ashbury TC\SUR\1110-18-066 L - ALTA.dwg PLOT DATE:5/25/2018 USER:LEE GOULD

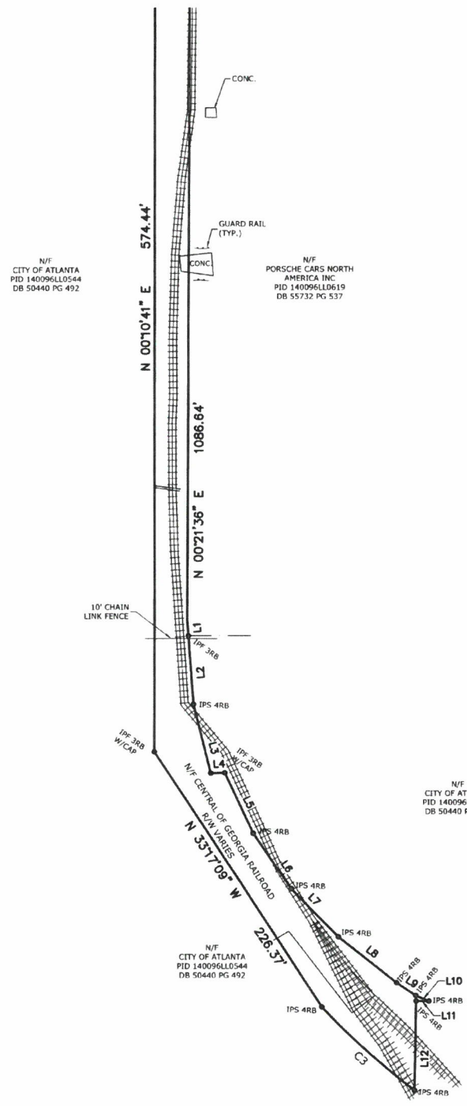
THIS BLOCK RESERVED FOR SUPERIOR COURT CLERK

I HAVE THIS DATE EXAMINED THE NATIONAL FLOOD INSURANCE PROGRAM FLOOD INSURANCE RATE MAP (FIRM) AND FOUND THAT BY GRAPHIC PLOTTING ONLY, THE REFERENCE PARCEL IS IN AN AREA HAVING SPECIAL FLOOD HAZARDS:
13121C0367F
MAP ID: 13121C0369F EFFECTIVE DATE: 09-18-13 ZONE: "A" & "X"



VICINITY MAP (N.T.S.)

OVERALL AREA
2.97 ACRES
(APPROXIMATE)



ALTA NOTES:

VESTING DEEDS

TRACT 1
DB 3258 PG 681
DB 3266 PG 476

TRACT 2
DB

SURVEYORS COMMENTS ON SCHEDULE B, SECTION II ITEMS
OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY
COMMITMENT NO.: GA1809468I
COMMITMENT DATE: MAY 10, 2018

Note: Items 1-11 are Standard Title Company Exceptions and are not addressed by the Surveyor.

12. Easements, restrictions and right of reversion as contained in that certain Warranty Deed from the City of Atlanta, a municipal corporation of the State of Georgia to Central of Georgia Railway Company, a Georgia corporation, dated July 26, 1965, filed August 12, 1965 and recorded in Deed Book 4462, Page 309, records of the Superior Court of Fulton County, Georgia.

LEGEND:

RBF	REINFORCING BAR FOUND	SSE	SANITARY SEWER EASEMENT
RBS	REINFORCING BAR SET	POB	POINT OF BEGINNING
OTP	OPEN TOP PIPE	POC	POINT OF COMMENCEMENT
CTP	CRIMP TOP PIPE	BSL	BUILDING SETBACK LINE
SIB	SOLID IRON BAR	DE	DRAINAGE EASEMENT
CMF	CONCRETE MONUMENT FOUND		CATCH BASIN
CL	CENTERLINE		UMH (UNKNOWN MANHOLE)
R/W	RIGHT OF WAY		TMH (TELEPHONE MANHOLE)
LL	LAND LOT		DMH (DRAINAGE MANHOLE)
LLL	LAND LOT LINE		SMH (SEWER MANHOLE)
L	LINE		DROP INLET
A	ARC		HEAD WALL
R	RADIUS		FLARED END SECTION (FES)
CH	CHORD		TELEPHONE PEDESTAL
C	CURVE		TELEPHONE BOX
CONC	CONCRETE		SEWER CLEANOUT
	GUY WIRE		FIRE HYDRANT
	GAS VALVE		WATER VALVE
	GAS METER		WATER METER
	GAS MARKER		WATER SPIGOT
	LAMP POLE		SIGN
	POWER POLE		TRAFFIC BOX
	FIBER OPTIC MARKER		PEDESTRIAN SIGNAL
	IRRIGATION CONTROL VALVE		BOLLARD (ROUND)
	MONITORING WELL		BOLLARD (SQUARE)
	PRESSURE RELEASE VALVE		CABLE BOX
	PVC STUB		CENTERLINE
	POWER STUB		BORE HOLE
	ELECTRIC METER		FENCE POST
	WETLAND FLAG		

CMP CORRUGATED METAL PIPE
RCP REINFORCED CONCRETE PIPE
CD CROSS DRAIN
SS SANITARY SEWER
X FENCE
Z OVERHEAD UTILITY LINE(S).

GENERAL NOTES:

1. THE TERM "CERTIFICATION" AS USED IN RULE "180-6-09(2) AND (3)" AND RELATING TO PROFESSIONAL ENGINEERING OR LAND SURVEYING SERVICES, AS DESCRIBED IN O.C.F.A. 43-15-2(6) AND (11), SHALL MEAN A SIGNED STATEMENT BASED UPON FACTS AND KNOWLEDGE TO THE REGISTRANT AND IS NOT A GUARANTEE OR WARRANTY, EITHER EXPRESSED OR IMPLIED.
2. INFORMATION REGARDING THE REPUTED PRESENCE, SIZE, CHARACTER, AND LOCATION OF EXISTING UNDERGROUND UTILITIES AND STRUCTURES IS SHOWN HEREON. THERE IS NO CERTAINTY OF THE ACCURACY OF THIS INFORMATION AND IT SHALL BE CONSIDERED IN THAT LIGHT BY THOSE RELYING ON THIS PLAT. THE LOCATION AND ARRANGEMENT OF UNDERGROUND UTILITIES AND STRUCTURES SHOWN HEREON MAY BE INACCURATE AND UTILITIES AND STRUCTURES NOT SHOWN MAY BE ENCOUNTERED. THE OWNER, ITS EMPLOYEES, ITS CONSULTANTS, ITS CONTRACTORS, AND/OR ITS AGENTS SHALL HEREBY DISTINCTLY UNDERSTAND THAT THE SURVEYOR IS NOT RESPONSIBLE FOR THE CORRECTNESS OR SUFFICIENCY OF THIS INFORMATION SHOWN HEREON AS TO SUCH UNDERGROUND INFORMATION.
3. UNLESS OTHERWISE STATED HEREON, ONLY EVIDENCE OF EASEMENTS OR STRUCTURES THERETO WHICH ARE READILY APPARENT FROM A CASUAL ABOVE GROUND VIEW OF PREMISES ARE SHOWN. NO LIABILITY IS ASSUMED BY THE UNDERSIGNED FOR LOSS RELATING TO THE EXISTENCE OF ANY EASEMENT NOT DISCOVERED FROM MY CASUAL ABOVE GROUND VIEW OF THE PREMISES.
4. UNLESS STATED OTHERWISE, GOVERNMENTAL JURISDICTIONAL AREAS OR NEGATIVE EASEMENTS, IF ANY, WHICH MIGHT IMPACT ON THE USE OF THE PREMISES WERE NOT LOCATED. NO LIABILITY IS ASSUMED BY THE UNDERSIGNED FOR ANY LOSS RESULTING FROM THE EXERCISE OF ANY GOVERNMENTAL JURISDICTION AFFECTING THE USE OF THE PREMISES.
5. ACCEPTANCE OF THIS SURVEY PLAT OR USE OF THE CORNER MONUMENTS FOUND OR SET DURING THE PERFORMANCE OF THE FIELD SURVEY HEREBY LIMIT THE UNDERSIGNED LIABILITY RELATED TO PROFESSIONAL NEGLIGENT ACTS, ERRORS, OMISSIONS OR BREACH OF CONTRACT TO AN AMOUNT NOT TO EXCEED THE FEE CHARGED. FOR ADDITIONAL LIABILITY COVERAGE FROM THE UNDERSIGNED, A FEE OF 2% OF THE LIABILITY AMOUNT REQUESTED MUST BE PAID TO THE UNDERSIGNED PRIOR TO COMMENCEMENT OF THIS PROJECT.
6. REPRODUCTIONS OF THIS PLAT ARE NOT VALID UNLESS THE SEAL IS SIGNED WITH A "LIVE" SIGNATURE.
7. UNLESS OTHERWISE STATED HEREON, THIS SURVEY WAS PREPARED WITHOUT BENEFIT OF AN ABSTRACT OF TITLE. NO LIABILITY IS ASSUMED BY THE UNDERSIGNED FOR LOSS RELATING TO ANY MATTER THAT MIGHT BE DISCOVERED BY AN ABSTRACT OR TITLE SEARCH OF THE PROPERTY.
8. THIS SURVEY COMPLIES WITH BOTH THE RULES OF THE GEORGIA BOARD OF REGISTRATION FOR PROFESSIONAL ENGINEERS AND LAND SURVEYORS AND THE OFFICIAL CODE OF GEORGIA ANNOTATED (O.C.G.A.) 15-6-67, N THAT WHERE A CONFLICT EXISTS BETWEEN THOSE TWO SETS OF SPECIFICATIONS, THE REQUIREMENTS OF LAW PREVAIL.

SUBSURFACE UTILITIES MARKED BY UTILITSURVEY, LLC. SEE GENERAL NOTE 2.

DATUM

HORIZONTAL DATUM IS STATE PLANE GRID (NAD83-2011) AND VERTICAL DATUM IS SEA LEVEL (NAVD88), BOTH OF WHICH WERE ESTABLISHED BY GPS OBSERVATIONS UTILIZING A CHAMPION TKO GPS RECEIVER ON THE eGPS NETWORK.

GRAPHIC SCALE
50 0 50 100
(IN FEET)
1 inch = 50 ft.

GEORGIA SURVEYOR CERTIFICATION

This plat is a retracement of an existing parcel or parcels of land and does not subdivide or create a new parcel or make any changes to any real property boundaries. The recording information of the documents, maps, plats or other instruments which created the parcel or parcels are stated hereon. RECORDATION OF THIS PLAT DOES NOT IMPLY APPROVAL OF ANY LOCAL JURISDICTION, AVAILABILITY OF PERMITS, COMPLIANCE WITH LOCAL REGULATIONS OR REQUIREMENTS OR SUITABILITY FOR ANY USE OR PURPOSE OF THE LAND. Furthermore, the undersigned land surveyor certifies that this plat complies with the minimum technical standards for property surveys in Georgia as set forth in the rules and regulations of the Georgia Board of Registration for Professional Engineers and Land Surveyors and as set forth in O.C.G.A. Section 15-6-67.

05/24/18
DATE

© COPYRIGHT 2018 | MEMBER OF THE SURVEYING & MAPPING SOCIETY OF GEORGIA (SAMSOG)

SEI
SOUTHEASTERN ENGINEERING, INC.
2670 Sandy Plains Road Marietta, Georgia 30066
tel: 770-321-3936 fax: 770-321-3935
www.sengineering.com
LSI NO. 000911

No	ISSUED DESCRIPTION	DATE

PLAT INFORMATION
THE FIELD DATA UPON WHICH THIS PLAT IS BASED HAS A CLOSURE OF 1 FOOT IN 65,989 FEET AND AN ANGULAR ERROR OF 2 SECONDS PER ANGLE POINT AND WAS ADJUSTED USING THE LEAST SQUARES METHOD. THIS PLAT HAS BEEN CALCULATED FOR CLOSURE AND FOUND TO BE ACCURATE TO 1 FOOT IN 200,002± FEET. AN ELECTRONIC TOTAL STATION WAS USED TO GATHER THE INFORMATION USED IN THE PREPARATION OF THIS PLAT.
THIS PLAT WAS PREPARED FOR THE EXCLUSIVE USE OF THE PERSON, PERSONS OR ENTITY NAMED HEREON. THIS PLAT DOES NOT EXTEND TO ANY UNNAMED PERSON, PERSONS OR ENTITY WITHOUT EXPRESS RECERTIFICATION BY THE SURVEYOR NAMING SAID PERSON, PERSONS OR ENTITY.

ALTA / NSPS LAND TITLE SURVEY

ASBURY TOWN CENTER

LOCATED IN:

LAND LOTS 95 & 96 OF THE 14th DISTRICT,
CITY OF HAPEVILLE, FULTON COUNTY, GEORGIA

GEORGIA 2637 LAND SURVEYOR DOUGLAS P. CRUSE III

Project No.:	1110-18-066.04
Surveyed By:	C. SELLARS
Field Date:	04-21-2018
Drafted By:	L.GOULD
Issue Date:	05-24-18

3 OF 6

PLANNER'S REPORT

DATE: June 27, 2022
TO: Adrienne Senter
FROM: Lynn Patterson
RE: Rezoning 1 Tract from Split U-V/RMU to U-V, Parcel number 14 0096 LL0502

BACKGROUND

The City of Hapeville received a rezoning application from SCP Acquisitions, LLC on behalf of Southern Region Industrial Realty, Inc & Center of Georgia Railroad Company for the rezoning of 1 parcel (Parcel 14 0096 LL0502) from RMU, Residential Mixed Use, to U-V, Urban Village as part of an assemblage. The parcel is part of proposed mixed use development including apartments (259), retail space (3,000 SF), slip parking deck, and a linear park. The tract under construction is a former railroad spur and will be primary incorporated in the project as the linear park. A portion of it along South Central/Porsche Avenue will be incorporated into the driveway of the project. The tract on its own is undevelopable based on the City's dimensional requirements and requires assemblage.

The location of the parcel is shown on Figure 1, City of Hapeville Zoning Map. According to the City of Hapeville Future Land Use Map (Figure 2), the property is identified as High Intensity Mixed Use.

Figure 1 City of Hapeville Current Zoning Map

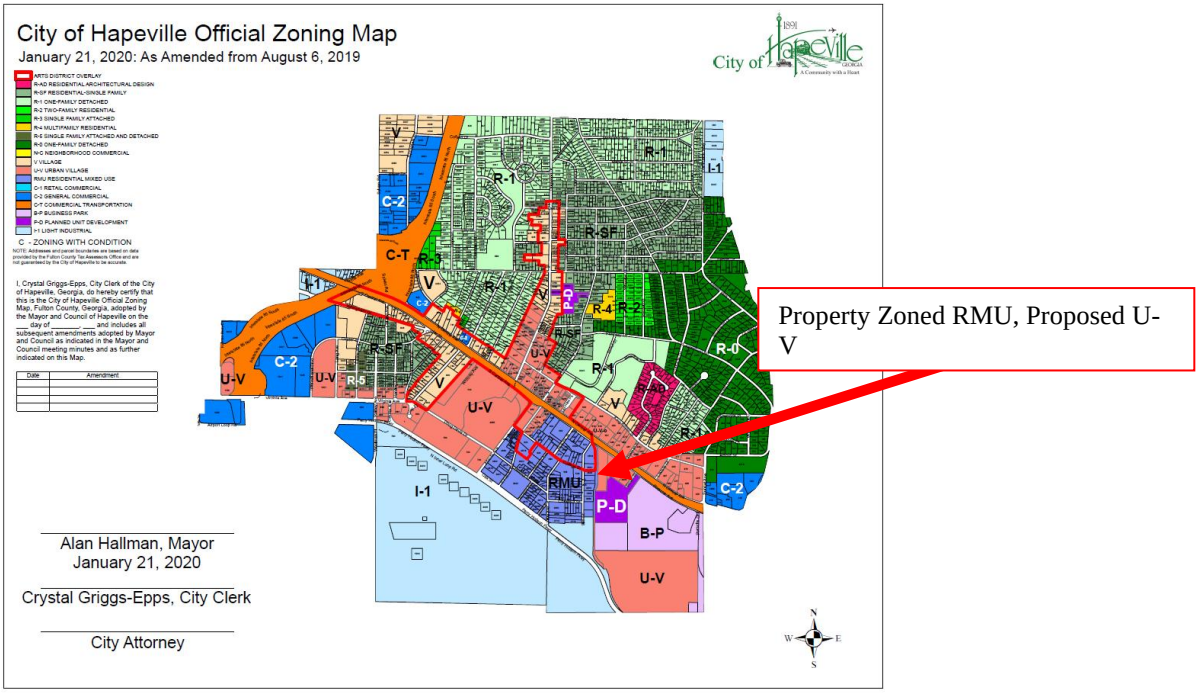


Figure 2 City of Hapeville Future Land Use Map

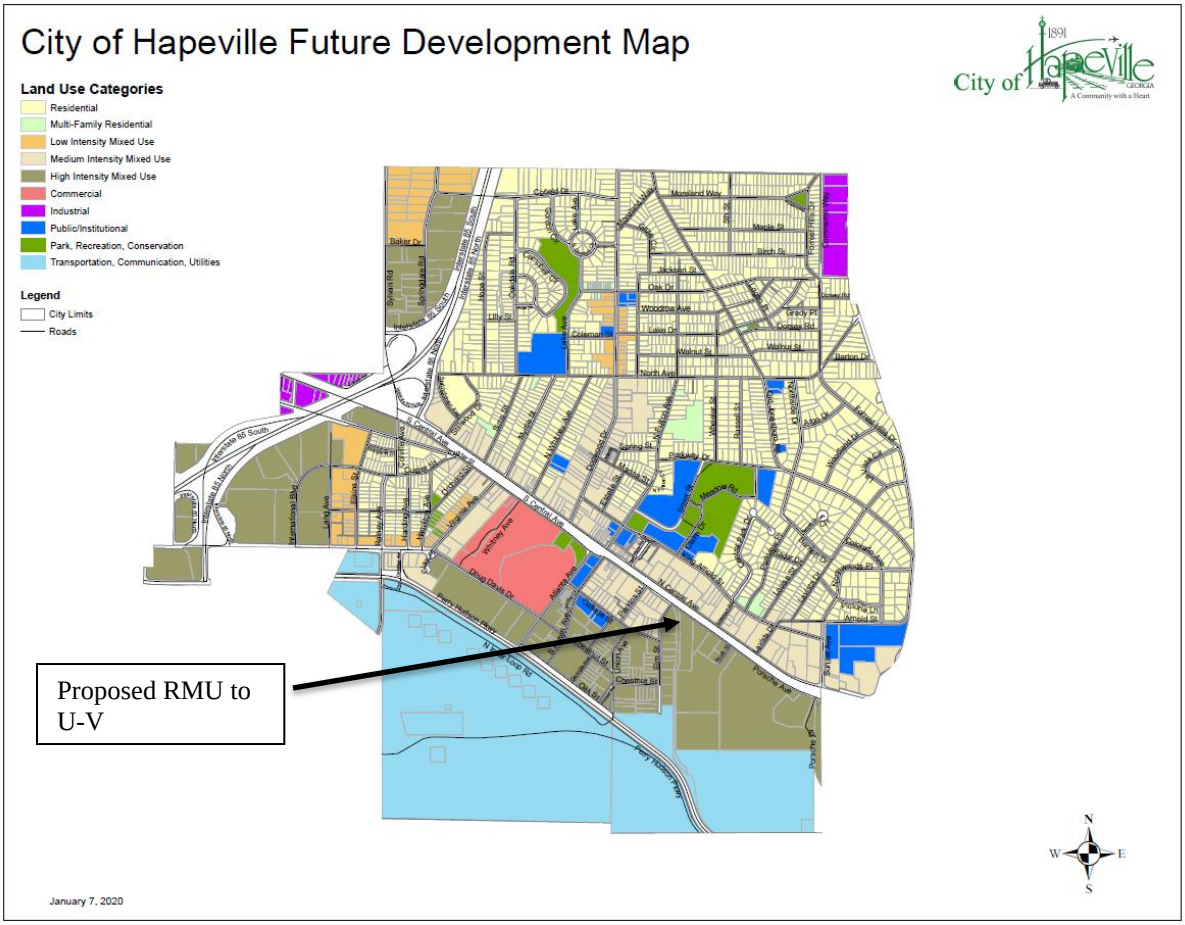


Table 1 Dimensional Requirements City of Hapeville

							Minimum Front Yard		Minimum		Maximum			
Zoning District	Development Type	Lot Frontage (Feet)	Min. Lot Area Sq. Ft.	Lot Area/ DU Square Feet	Floor Area/ DU Sq. Ft.	Max Lot Coverage	Minor Col.	Maj. Arterial	Side	Rear	Stories	Feet	Min. Parking Spaces	MaxUnit Per BldgLot
RMU	Single-family detached	30	2,400	m	1,000	100	0/15	0/15	0	0	2 ½	35	1.5du	1
	Accessory structure(s)								0	0	2	25		
	Single-family attached—Duplex	30	2,400	m	1,000	100	0/15	0/15	0	0	2 ½	35	1 DU	2
	Single-family attached—patio/townhomes and live-work unit	20	1,200	M	1,000	100	0/15	0/15	0	0	3	45	1 DU,h	a.
	Accessory structures								0	0	2	25		
	Multi-family Condominiums	20	2,000	M	600	100	0/15	0/15	0	0	6b	M	1DU	

	Nonresidential	20	2,000			100	0/15	0/15	0	0	6b	M	D, e, I, j, k	
UV	Single-family detached	30	2,400		1,000	90	0/15	0/15	0	0	2½	35	1.5 DU	1
	Accessory structure(s)								0	0	2	25		
	Single-family attached - duplex	30	2,400		1,000	90	0/15	0/15	0	0	2½	35	1 DU	2
	Single-family attached patio/town homes and live-work unit	20	1,200		1,000	90	0/15	0/15	0	0	3	45	1 DU	l.
	Accessory structure(s)								0	0	2	25		
	Multifamily	20	2,000		600	90	0/15	0/15	0	0	4 g.	64 g.	1 DU	
	Nonresidential	20	2,000			90	0/15	0/15	0	0	4 g.	64 g.	d, e, i. j. k.	

a. Single-family attached patio/townhomes cannot have more than eight units per building and no less than four units attached.
b. Buildings over 40 feet in height must be approved by the building official and fire chief to ensure that fire safety design standards are met.
c. One parking space for every 200 square feet of enclosed commercial floor area.
d. One parking space for every unit in a hospital, hotel, motel, boardinghouse, or similar establishment. One off-street loading space for every 10,000 square feet of building.
e. One parking space for every three seats in an auditorium, church, theater, or similar establishment.
f. One parking space for every two employees on the largest shift of any industrial uses or similar establishment.
g. Buildings over four stories or 64 feet in height must be approved by the planning commission and the fire chief to insurance that fire safety standards are met. One off-street loading space for every 10,000 square feet of building.
h. All live-work units shall provide a total of three parking spaces per dwelling unit, one of which may be provided in adjacent on-street parking.
i. Three parking spaces for every 1,000 square feet of enclosed commercial/office floor area.
j. One parking space for every three seats in an auditorium, church, theater, or similar establishment.
k. Three parking spaces for every 1,000 square feet of enclosed restaurant floor area; and three parking spaces for every 1,000 square feet of unenclosed restaurant floor area when such floor area exceeds 300 square feet.

REVIEW OF APPLICATION

(1) The existing land use pattern;

The parcel is currently vacant – having served as a rail spur for the former Hapeville Ford Plant. It is proposed to be incorporated into the mixed use development as an entry to the property and as a linear park. To the east of the proposed mixed use development is a future 130,000 SF office building and Porsche campus including the service center, classic car restoration facility, parking garage, and track.

(2) The possible creation of an isolated district unrelated to adjacent and nearby districts;

The proposed rezoning is to provide uniform zoning for the mixed use project. The current zoning (RMU) has historically been a reflection of the properties adjacent to the west. The linear park and residential mixed-use of the project is consistent with the intent of both the U-V and RMU zoning districts. To the southwest is an I-I Light Industrial zoning district. To the north of the parcel is the railroad. To the south, the adjacent zoning districts are B-P and U-V, Urban Village. The area is designated as high density mixed use in the Future Land Use Map.

(3) The population density pattern and possible increase or overtaxing of the load one public facilities including, but not limited to, schools, utilities, and streets;

The proposed zoning change and accompanying development includes multi-family units. The density allowed is consistent with the existing zoning. The rezoning will not increase allowable density.

(4) The cost of the city and other governmental entities in providing, improving, increasing or maintaining public utilities, schools, streets and other public safety measures;

There is no foreseeable significant increase in providing, improving, increasing or maintaining public utilities, schools, streets, and other public safety measures given the existing zoning and adjacent zoning.

(5) The possible impact on the environment, including, but not limited to, drainage, soil erosion and sedimentation, flooding, air quality and water quantity.

A portion of the property is located within the FEMA Flood Map. Remediation of the site is likely given the previous use. All city and state requirements regarding drainage, soil erosion, sedimentation, flooding, air quality and water quality are required during development.

(6) Whether the proposed zoning map amendment will be a deterrent to the value or improvement of development of adjacent property in accordance with existing regulations;

There is no evidence the change in zoning is a deterrent to the value or improvement of adjacent property. Rather, the improvement of the property into a linear park may increase adjacent property value.

(7) Whether there are substantial reasons why the property cannot be used in accordance with existing regulations;

As there is a proposed assemblage, the properties must have the same zoning classification. The applicant has requested the U-V, Urban Village zoning for these properties to be consistent.

(8) The aesthetic effect of existing and future use of the property as it relates to the surrounding area;

The proposed zoning would improve the aesthetics of the property as it would develop it into a linear park from a vacant overgrown parcel.

(9) The extent to which the proposed zoning map amendment is consistent with the land use plan;

The future land use plan designates the land use as high density mixed use. The proposed zoning amendment is consistent with the future land use map.

(10) The possible effects of the proposed zoning map amendment on the character of a zoning district, a particular piece of property, neighborhood, a particular area, or the community;

The effects of the zoning map amendment are negligible. The parcel on its own could not be development given existing dimensional requirements.

(11) The relation that the proposed zoning map amendment bears to the purpose of the overall zoning scheme, with due consideration given to whether or not the proposed change will help carry out the purposes of these zoning regulations;

The proposed zoning map amendment would not substantially change the purpose of these zoning regulations.

(12) Applications for a zoning map amendment which do not contain specific site plans carry a rebuttable presumption that such rezoning shall adversely affect the zoning scheme;

A site plan was provided.

(13) The consideration of the preservation of the integrity of residential neighborhoods shall be considered to carry great weight;

There are adjacent residential neighborhoods to the west zoned RMU. There is a required buffer for development in U-V, furthermore, the proposal of a linear park would improve the integrity of the residential / residential mixed use neighborhoods.

(14) In those instances in which property fronts on a major thoroughfare and also adjoins an established residential neighborhood, the factor of preservation of the residential area shall be considered to carry great weight.

The property will provide a buffer and public amenity for the residential area.

RECOMMENDATION

The proposed zoning is required for the assemblage and development of the project in its entirety. The differences between RMU, Residential Mixed Use and U-V, Urban Village are negligible for the proposed project. Staff recommends approval of the rezoning.

CITY OF HAPEVILLE
3468 NORTH FULTON AVENUE
ATLANTA, GA 30354

STATE OF GEORGIA
COUNTY OF FULTON

Before me, the undersigned, a Notary Public, this day personally came the undersigned who, being duly sworn, according to law, says she is an agent of ALM Media, LLC., publishers of the **Daily Report**, the official newspaper published in Atlanta, GA, in said county and state, and that the publication, of which the annexed is a true copy, was published in said newspaper as provided by law on the following dates: 06/28/2022.

Subscribed and sworn to before me this June 28, 2022

K MARTIN
NOTARY
EXPIRES
GEORGIA
08/05/2023
PUBLIC
DEKALB COUNTY

NOTICE
City of Hapeville

A Public Hearing will be held by the City of Hapeville Mayor and Council on **Tuesday, July 12, 2022 at 6:00 p.m.** at the City of Hapeville Municipal Annex located at 700 Doug Davis Drive, Hapeville, Georgia 30354. The meeting will be made available to the public by live streaming only via teleconference/videoconference in accordance with O.C.G.A § 50-14-1(g) at https://ga-hapeville3.civicplus.com/562/Agendas-and-Minutes to consider the following:

Rezoning Request:
Rezoning requests for the property located at 0 South Street on Land Lot 96 of the 14th District, City of Hapeville, Fulton County, Georgia, Parcel Identification Number 14 0096 LL0502 from RMU, Residential Mixed Use to U-V, Urban Village for the purpose of constructing a multifamily development.
Applicant: SCP Acquisitions, LLC

Conditional Use Permit:
Consideration of a Conditional Use Permit for a multifamily development at 0 South Central Avenue (14 009600050183), 0 South Street (14 0096 LL0502), and 464 Porsche Avenue (14 009600050118). The properties are zoned U-V, Urban Village and are subject to the zoning regulations under Article 11.2 (U-V Zone, Urban Village), Section 93-11.2-5 (Conditional uses) of the City of Hapeville Zoning Ordinance.
Applicant: Will Casaday, SCP Acquisitions, LLC

Public Hearing Comments: For those who are unable to physically attend the meeting, citizen comments must be emailed to the City Clerk, Sharee Steed, at ssteed@hapeville.org or called in at 404-766-3004 no later than 5:00 p.m. on July 11, 2022. When emailing or verbally delivering your comment to the City Clerk, please include your name, address, the agenda item, and the comment for or against the item. All comments submitted to the City Clerk will be read into the record during the meeting. Citizens may not make comments on public hearing agenda items via teleconference.
#0000605334:6/28-1AS

Brian Wismer, Chairman
Lucy Dolan, Vice Chairman
G. Leah Davis
Rob Hall
Miller Radford
Jeanne Rast
Cliff Thomas

Called Planning Commission Meeting

700 Doug Davis Drive
Hapeville, Georgia 30354

June 28, 2022 6:00 PM

MINUTES

1. Called to Order at 6:00 PM.

2. Roll Call
Brian Wismer, Chairman
Lucy Dolan, Vice Chairman
G. Leah Davis
Rob Hall
Miller Radford
Jeanne Rast
Cliff Thomas

3. New Business
3.I. 0 South Street **Rezoning Request**
Background:
SCP Acquisitions, LLC requested to rezone the property located at 0 South Street on Land Lot 96 of the 14th District, City of Hapeville, Fulton County, Georgia, Parcel Identification Number 14-0096-LL0502 from RMU, Residential Mixed Use to U-V, Urban Village for the purpose of constructing a multifamily development.

FINDINGS:
The City of Hapeville received a rezoning application from SCP Acquisitions, LLC on behalf of Southern Region Industrial Realty, Inc. and Center of Georgia Railroad Company for the rezoning of 1 parcel (Parcel 14-0096-LL0502) from RMU, Residential Mixed Use, to U-V, Urban Village as part of an assemblage. The parcel is part of proposed mixed use development including apartments (259), retail space (3,000 SF), slip parking deck, and a linear park. The tract on its own is undevelopable based on the City's dimensional requirements and requires assemblage. The property is identified as High Intensity Mixed Use.

Public Comment:

None.

MOTION ITEM: Lucy Dolan made a motion, Jeanne Rast seconded to recommend approval of the rezoning request for 0 South Street from RMU, Residential Mixed Use to U-V, Urban Village for the purpose of constructing a multifamily development. Motion Carried: 6-0.

Commissioner Radford ask if any additional buffer is planned for the greenspace/park area and if there are potential impacts to any public facilities.

City Planner, Dr. Patterson, stated the greenspace area would not add additional impact to any public facilities.

4. Next Meeting Date – July 19, 2022 at 6:00 p.m.

5. Adjourn

MOTION ITEM: Cliff Thomas made a motion, Leah Davis seconded to adjourn the meeting at 6:12 p.m. Motion Carried: 6-0.

Respectfully submitted by,

_____ _____

Brian Wismer, Chairman Adrienne Senter, Secretary

DRAFT

CITY OF HAPEVILLE
ECONOMIC DEVELOPMENT DEPARTMENT
PLANNING COMMISSION APPLICATION

Name of Applicant SCP Acquisitions, LLC

Mailing Address: 3715 Northside PKWY, STE 1-310, Atlanta, GA 30327

Telephone [redacted] Mobile # [redacted] Email [redacted]

Property Owner (s) Southern Region Industrial Reality, Inc. & Central of Georgia Railroad Company, Harold S. Stamey

Mailing Address 464 Porsche Avenue, Hapeville GA 30354, 1200 Peachtree Street NW, Atlanta, GA 30309

Telephone N/A Mobile # N/A

Address/Location of Property: 0 South Central Avenue, 464 Henry Ford II Avenue

Parcel I.D. # **(INFORMATION MUST BE PROVIDED):** 14 009600050183, 14 0096LL0502,14 009600050118

Present Zoning Classification: U-V Urban VIllage Size of Tract: 6.706 acre(s)

Present Land Use: Vacant Land & Light Industrial Use

Please check the following as it applies to this application

_____Site Plan Review
x____Conditional Use Permit
_____Temporary Use Permit Other (Please State) _____

I hereby make application to the City of Hapeville, Georgia for the above referenced property. I do hereby swear or affirm that the information provided here and above is true, complete and accurate, and I understand that any inaccuracies may be considered just cause for invalidation of this application and any action taken on this application. I understand that the City of Hapeville, Georgia, reserves the right to enforce any and all ordinances. I further understand that it is my/our responsibility to conform with all of City of Hapeville's Ordinances in full. I hereby acknowledge that all requirements of the City of Hapeville shall be adhered too. I can read and write the English language and/or this document has been read and explained to me and I have full and voluntarily completed this application. I understand that it is a felony to make false statements or writings to the City of Hapeville, Georgia pursuant to O.C.G.A. 16-10-20 and I may be prosecuted for a violation thereof.

Applicant's signature

Date: 5/19/2022

Sworn to and subscribed before me

This 19 **day of** May, 20 22.

Notary Public

OFFICIAL SEAL
E G KAISER
Notary Public, Georgia
COBB COUNTY
My Commission Expires
July 27, 2025

WRITTEN SUMMARY

In detail, provide a summary of the proposed project in the space provided below. (Please type or print legibly.)

SCP Acquisitions, LLC proposes a horizontally and vertically integrated mixed-use project contemplating 220 luxury apartments and 2,000-4,000 SF of retail/restaurant space

CITY OF HAPEVILLE
ECONOMIC DEVELOPMENT DEPARTMENT
PLANNING COMMISSION APPLICATION

AUTHORIZATION OF PROPERTY OWNER

I CERTIFY THAT I AM THE OWNER OF THE PROPERTY LOCATED AT:

0 Porsche Avenue

(Parcels 14-0096-00050183 and 14-0096-LL0502)

City of Hapeville, County of Fulton, State of Georgia

WHICH IS THE SUBJECT MATTER OF THIS APPLICATION. I AUTHORIZE THE APPLICANT NAMED BELOW TO ACT AS THE APPLICANT IN THE PURSUIT OF THIS APPLICATION FOR PLANNING COMMISSION REVIEW.

Name of Applicant SCP Acquisitions, LLC

Address of Applicant
[redacted]

Telephone of Applicant
[redacted]

Signature of Owner

Southern Region Industrial Realty, Inc.
Central of Georgia Railroad Company

Print Name of Owner

Personally Appeared Before Me this 17th day of May, 2022.

Notary Public

ELVINA HUGGINS
Notary Public - State of Georgia
Rockdale County
My Comm. Expires May 31, 2022

CITY OF HAPEVILLE
ECONOMIC DEVELOPMENT DEPARTMENT
PLANNING COMMISSION APPLICATION

AUTHORIZATION OF PROPERTY OWNER

I CERTIFY THAT I AM THE OWNER OF THE PROPERTY LOCATED AT:

464 Porsche Avenue

(Parcels 14-0096-00050-118)

City of Hapeville, County of Fulton, State of Georgia

WHICH IS THE SUBJECT MATTER OF THIS APPLICATION. I AUTHORIZE THE APPLICANT NAMED BELOW TO ACT AS THE APPLICANT IN THE PURSUIT OF THIS APPLICATION FOR PLANNING COMMISSION REVIEW.

Name of Applicant SCP Acquisitions, LLC

Address of Applicant
[redacted]

Telephone of Applicant
[redacted]

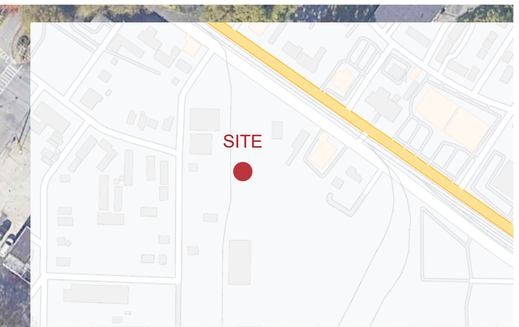
Signature of Owner

Harold Stamey Jr.
Print Name of Owner

Personally Appeared Before Me this 17 day of May, 2022.

Katrinka A Rankins
Notary Public

KATRINKA A RANKINS
NOTARY
PUBLIC
EXP. APRIL 12, 2026
FULTON COUNTY, GA



SITE INFORMATION

TOTAL SITE AREA (APPROX.) : ***6.706*** AC

LEGEND

MULTIFAMILY

(M1) 5 STORY (TYPE IIIA) - 1 BUILDING
TOTAL : 199 UNITS (199 UNITS/BLDG)

(M2) 5 STORY (TYPE IIIA) - 1 BUILDING
TOTAL : 60 UNITS (60 UNITS/BLDG)

TOTAL UNITS : 259
AVG HEATED AREA - MF : 840 SF (APPROX.)
TOTAL PARKING : ONE PER BED PLUS 12 RETAIL SPACES

AMENITIES

(C) MULTIFAMILY CLUB / LEASING
TOTAL : 8,000 SF

RETAIL

(R) RETAIL
TOTAL : 3,000 SF

PARKING

312 Spaces

N

0 30' 60' 120'

SOUTH CITY PARTNERS

HAPEVILLE

HAPEVILLE, GA

DENSITY STUDY • 06-08-2022

SCP2019-09

DYNAMIK DESIGN

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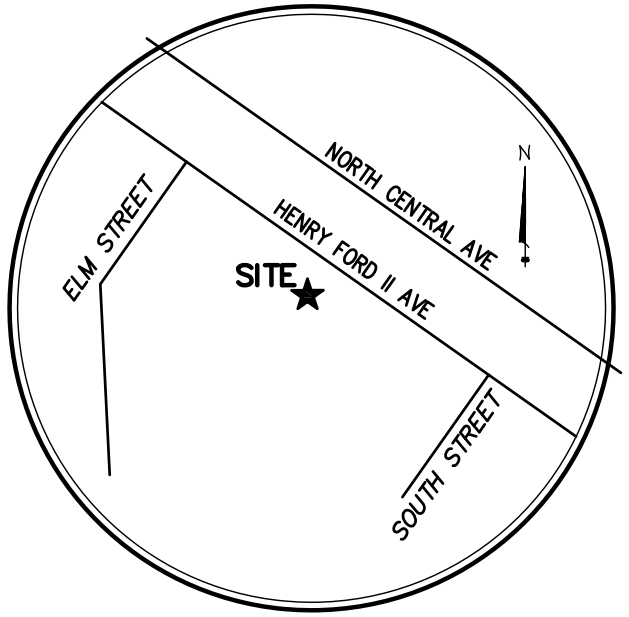
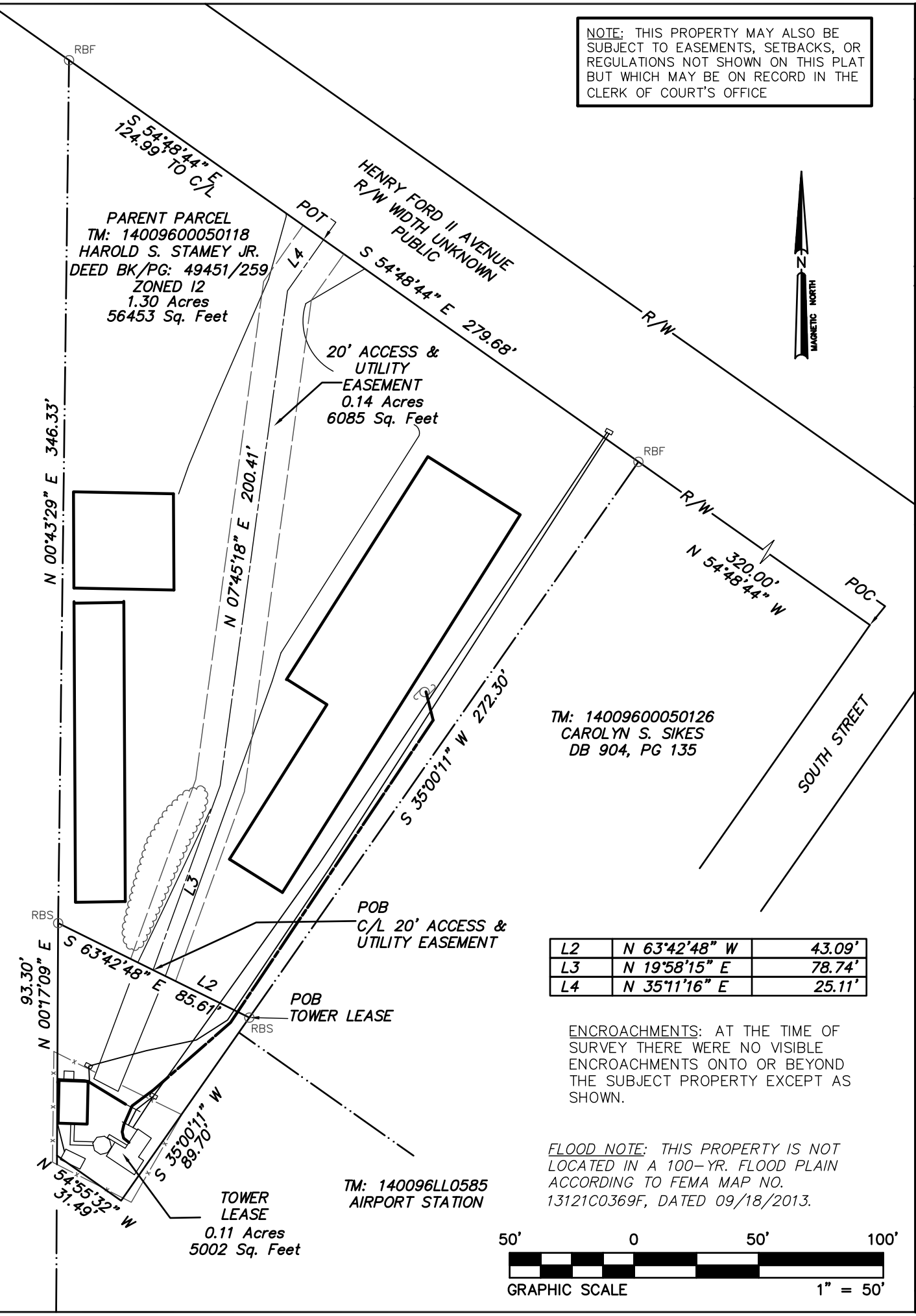


LOCATION MAP

N.T.S.

NOTE: THIS PROPERTY MAY ALSO BE SUBJECT TO EASEMENTS, SETBACKS, OR REGULATIONS NOT SHOWN ON THIS PLAT BUT WHICH MAY BE ON RECORD IN THE CLERK OF COURT'S OFFICE



LEGEND

(___)	: RECORD DESCRIPTION DATA.
C/L	: CENTERLINE OF ROAD.
R/W	: RIGHT OF WAY.
P.O.B.	: POINT OF BEGINNING.
P.O.C.	: POINT OF COMMENCEMENT.
P.O.T.	: POINT OF TERMINUS
—X—	: FENCE AS NOTED.
—OH—	: OVER HEAD UTILITY LINES.
	: WOOD UTILITY POLE.
E	: ELECTRIC TRANSFORMER.
F	: FIBEROPTIC BOX.
T	: TELCO PEDESTAL.
CTV	: CABLE TELEVISION

RBS = #4 REBAR SET
RBF = #4 REBAR FOUND
FC = METAL FENCE CORNER
OTF = OPEN TOP PIPE FOUND

ZONING = I2

EQUIPMENT USED:
TOPCON 303
100' STEEL TAPE

THE FIELD DATA UPON WHICH THIS PLAT IS BASED HAS A CLOSURE PRECISION OF ONE FOOT IN 23,990 FEET, AND AN ANGULAR ERROR OF 0-00-03 PER ANGLE POINT AND WAS ADJUSTED USING THE COMPASS RULE.

THIS PLAT HAS BEEN CALCULATED FOR CLOSURE AND IS FOUND TO BE ACCURATE WITHIN ONE FOOT IN 435,009 FEET.

	AREA TABLE	SQUARE FEET	ACRE
Ⓐ	PARENT PARCEL	56,453	1.30
Ⓑ	TOWER LEASE AREA	5,002	0.11
Ⓒ	TOWER COMPOUND	1,861	0.04
Ⓓ	20' ACCESS & UTILITY EASEMENT	6,085	0.14

L2	N 63°42'48" W	43.09'
L3	N 19°58'15" E	78.74'
L4	N 35°11'16" E	25.11'

ENCROACHMENTS: AT THE TIME OF SURVEY THERE WERE NO VISIBLE ENCROACHMENTS ONTO OR BEYOND THE SUBJECT PROPERTY EXCEPT AS SHOWN.

FLOOD NOTE: THIS PROPERTY IS NOT LOCATED IN A 100-YR. FLOOD PLAIN ACCORDING TO FEMA MAP NO. 13121C0369F, DATED 09/18/2013.

50' 0 50' 100'
GRAPHIC SCALE 1" = 50'

AS-BUILT SURVEY

LAND LOT 96
14th DISTRICT

FOR: CROWN CASTLE

SITE: AIRPORT NE D-MECHANICAL SERVIC
BUN: 874705
ADDRESS: 464. HENRY FORD II AVE
HAPEVILLE, GA 30354
FULTON COUNTY

CROWN CASTLE
1220 AUGUSTA DRIVE, SUITE 500 HOUSTON TEXAS 77057

NATIONAL SURVEY SERVICES COORDINATION BY:

GEOLINE SURVEYING, INC.
13430 NW 104th Terrace, Suite A, Alachua, FL 32615
Office:(386) 418-0500 Fax:(386) 462-9986
WWW.GEOLINEINC.COM

SURVEY WORK PERFORMED BY:

William R. Gore
PROFESSIONAL LAND SURVEYORS, INC.
1804 CENTRAL AVE AUGUSTA, GEORGIA 30904
TEL: (706) 738-8771 FAX: (706) 736-6249

DRAWN BY: WRG CHECKED BY: WRG JOB #:

SURVEYOR'S NOTES

1. BASIS OF BEARING GEODETIC NORTH
2. NO SUBSURFACE INVESTIGATION WAS PERFORMED TO LOCATE UNDERGROUND UTILITIES. UTILITIES SHOWN HEREON ARE LIMITED TO AND ARE PER OBSERVED EVIDENCE ONLY.
3. THIS SURVEY DOES NOT REPRESENT A BOUNDARY SURVEY OF THE PARENT PARCEL.
4. ALL VISIBLE TOWER EQUIPMENT AND IMPROVEMENTS ARE CONTAINED WITHIN THE DESCRIBED AREA EXCEPT AS SHOWN.

SURVEYOR'S CERTIFICATION

I HEREBY CERTIFY TO CROWN CASTLE

WILLIAM R. GORE PROFESSIONAL LAND SURVEYING

William R Gore

WILLIAM R. GORE
LAND SURVEYOR – GA. 2502

Date: 7/20/2020

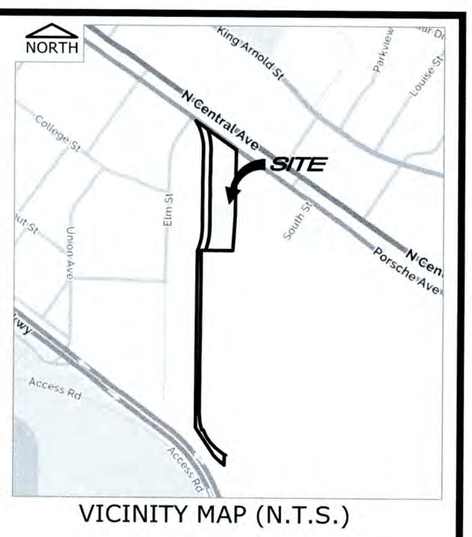
GEORGIA REGISTERED No. 2502 LAND SURVEYOR WILLIAM R. GORE

THIS BLOCK RESERVED FOR SUPERIOR COURT CLERK

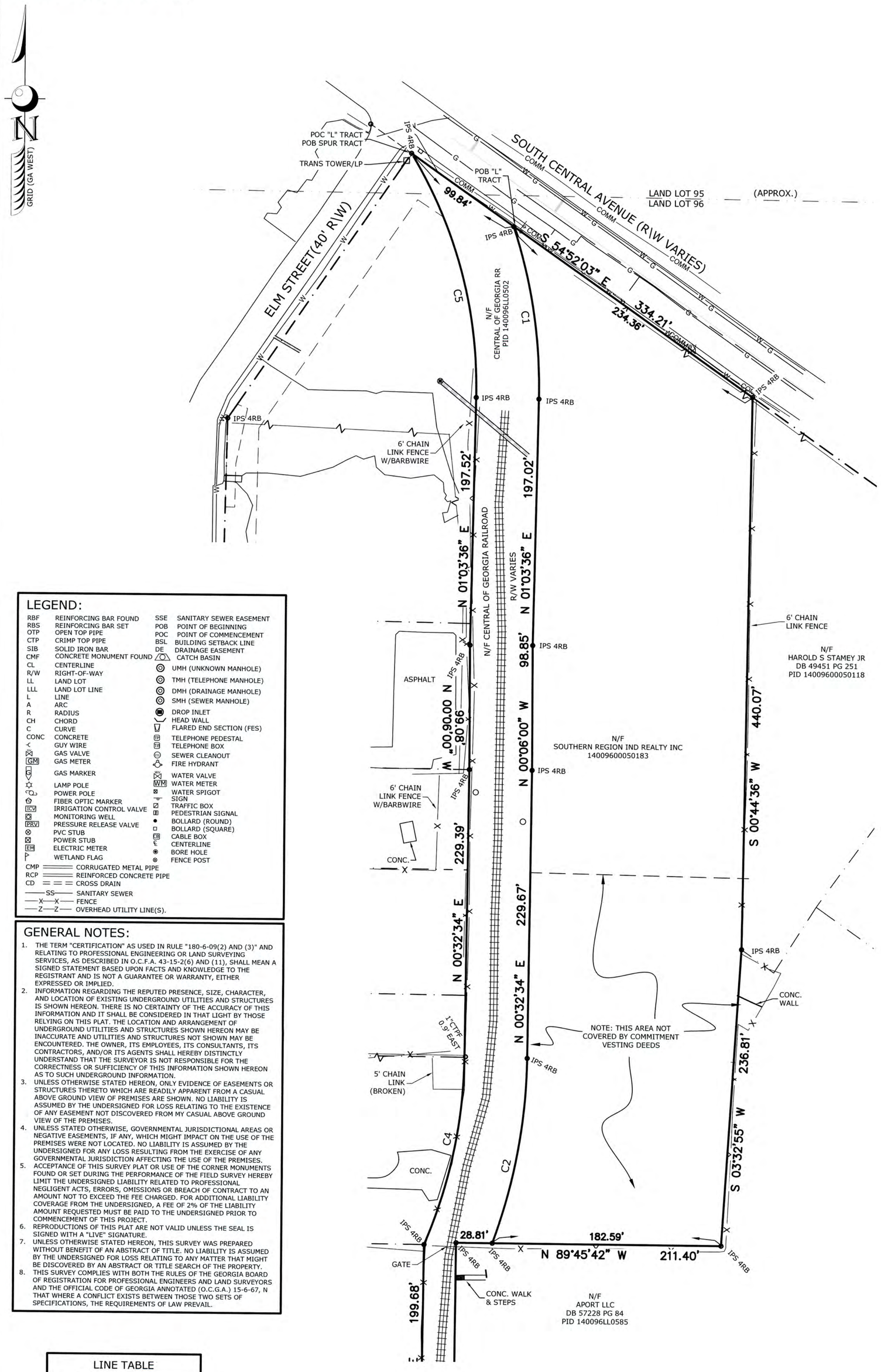
CURVE TABLE					
CURVE	ARC LEN.	RADIUS	DELTA	CHORD	DIRECTION
C1	139.83'	408.64'	19°36'19"	139.15'	N 08°44'34" W
C2	150.61'	442.34'	19°30'29"	149.88'	N 10°17'49" E
C3	92.79'	573.92'	9°15'48"	92.69'	N 47°58'54" W
C4	153.64'	392.34'	22°26'13"	152.66'	S 11°45'41" W
C5	203.85'	358.64'	32°34'00"	201.12'	N 15°13'24" W

I HAVE THIS DATE EXAMINED THE NATIONAL FLOOD INSURANCE PROGRAM FLOOD INSURANCE RATE MAP (FIRM) AND FOUND THAT BY GRAPHIC PLOTTING ONLY, THE REFERENCE PARCEL IS IN AN AREA HAVING SPECIAL FLOOD HAZARDS.
13121C0367F
MAP ID: 13121C0369F EFFECTIVE DATE: 09-18-13 ZONE: "A" & "X"

OVERALL AREA
TRACT "L" 2.889 ACRES
SPUR TRACT 1.918 ACRES



VICINITY MAP (N.T.S.)



VESTING DEEDS

TRACT 1
DB 3258 PG 681
DB 3266 PG 476

TRACT 2
DB 4238 PG 66
DB 4462 PG 309

NOTE: SEE PLAT FOR SURVEYORS COMMENTS ABOUT AREAS COVERED BY THESE DOCUMENT

SURVEYORS COMMENTS ON SCHEDULE B, SECTION II ITEMS
OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY
COMMITMENT NO.: GA18004681
COMMITMENT DATE: MAY 10, 2018

Note: Items 1-11 are Standard Title Company Exceptions and are not addressed by the Surveyor.

12. Easements, restrictions and right of reversion as contained in that certain Warranty Deed from the City of Atlanta, a municipal corporation of the State of Georgia to Central of Georgia Railway Company, a Georgia corporation, dated July 26, 1965, filed August 12, 1965 and recorded in Deed Book 4462, Page 309, records of the Superior Court of Fulton County, Georgia. ***DOES NOT AFFECT SUBJECT PROPERTY.***

AS SURVEYED PROPERTY DESCRIPTION

"L" TRACT

A tract of land situated in Land Lot 96, 14th District, Fulton County, Georgia (City of Hapeville); the bearings of which are based on State Plane Grid (Georgia West Zone) and being more particularly described as follows:

Commence at a no.4 rebar set marking the intersection of the southerly right-of-way line of South Central Avenue (variable right-of-way) with the easterly right-of-way line of Elm Street (40-foot right-of-way) and proceed S54°52'03"E along said southerly right-of-way line of South Central Avenue for a distance of 99.84 feet to a no.4 rebar with cap at easterly line of lands now or formerly owned by Central of Georgia Railroad and the **Point of Beginning** of the tract herein described; thence continue S54°52'03"E along said southerly right-of-way line for a distance of 234.36 feet to a no.4 rebar with cap set at the westerly line of lands now or formerly owned by Harold S. Stamey Jr.; thence S00°44'36"W along said Stamey lands for a distance of 440.07 feet to a no.4 rebar with cap set; thence along lands now or formerly owned by Aport, LLC for the following courses and distances: S03°32'55"W for a distance of 236.81 feet to a no.4 rebar with cap set; N89°45'42"W for a distance of 182.59 feet to a no.4 rebar with cap set on the easterly line of said Central of Georgia Railroad lands; thence along said Railroad lands for the following courses and distances: northerly 150.61 feet along the arc of a curve, concave to the west, having a central angle of 19°30'29", a radius of 442.34 feet, and a chord bearing and distance of N10°17'49"E and 149.88 feet to a no.4 rebar with cap set; N00°32'34"E for a distance of 229.67 feet to a no.4 rebar with cap set; N00°06'00"W for a distance of 99.85 feet to a no.4 rebar with cap set; N01°03'36"E for a distance of 197.02 feet to a no.4 rebar with cap set; northerly 139.83 feet along the arc of a curve, concave to the west, having a central angle of 19°36'20", a radius of 408.64 feet, and a chord bearing and distance of N08°44'34"W and 139.15 feet to a no.4 rebar with cap set at the **Point of Beginning** of said tract.

Containing 2.889 acres as depicted on an ALTA / NSPS Land Title Survey prepared by Southeastern Engineering, Inc. (Project No. 1110-18-066.02).

LEGEND:

RBF	REINFORCING BAR FOUND	SSE	SANITARY SEWER EASEMENT
RBS	REINFORCING BAR SET	POB	POINT OF BEGINNING
OTP	OPEN TOP PIPE	POC	POINT OF COMMENCEMENT
CTP	CRIMP TOP PIPE	BSL	BUILDING SETBACK LINE
SIB	SOLID IRON BAR	DE	DRAINAGE EASEMENT
CMF	CONCRETE MONUMENT FOUND		CATCH BASIN
CL	CENTERLINE		UMH (UNKNOWN MANHOLE)
R/W	RIGHT-OF-WAY		TMH (TELEPHONE MANHOLE)
LL	LAND LOT		DMH (DRAINAGE MANHOLE)
LLL	LAND LOT LINE		SMH (SEWER MANHOLE)
L	LINE		DROP INLET
A	ARC		HEAD WALL
R	RADIUS		FLARED END SECTION (FES)
CH	CHORD		TELEPHONE PEDESTAL
C	CURVE		TELEPHONE BOX
CONC	CONCRETE		SEWER CLEANOUT
	GUY WIRE		FIRE HYDRANT
	GAS VALVE		WATER VALVE
GM	GAS METER	WM	WATER METER
	GAS MARKER		WATER SPIGOT
	LAMP POLE		SIGN
	POWER POLE		TRAFFIC BOX
	FIBER OPTIC MARKER		PEDESTRIAN SIGNAL
ICV	IRRIGATION CONTROL VALVE		BOLLARD (ROUND)
	MONITORING WELL		BOLLARD (SQUARE)
PRV	PRESSURE RELEASE VALVE	CB	CABLE BOX
	PVC STUB		CENTERLINE
	POWER STUB		BORE HOLE
EM	ELECTRIC METER		FENCE POST
	WETLAND FLAG		

CMP — CORRUGATED METAL PIPE
RCP — REINFORCED CONCRETE PIPE
CD — CROSS DRAIN
—SS— SANITARY SEWER
—X—X— FENCE
—Z—Z— OVERHEAD UTILITY LINE(S).

GENERAL NOTES:

1. THE TERM "CERTIFICATION" AS USED IN RULE "180-6-09(2) AND (3)" AND RELATING TO PROFESSIONAL ENGINEERING OR LAND SURVEYING SERVICES, AS DESCRIBED IN O.C.F.A. 43-15-2(6) AND (11), SHALL MEAN A SIGNED STATEMENT BASED UPON FACTS AND KNOWLEDGE TO THE REGISTRANT AND IS NOT A GUARANTEE OR WARRANTY, EITHER EXPRESSED OR IMPLIED.
2. INFORMATION REGARDING THE REPUTED PRESENCE, SIZE, CHARACTER, AND LOCATION OF EXISTING UNDERGROUND UTILITIES AND STRUCTURES IS SHOWN HEREON. THERE IS NO CERTAINTY OF THE ACCURACY OF THIS INFORMATION AND IT SHALL BE CONSIDERED IN THAT LIGHT BY THOSE RELYING ON THIS PLAT. THE LOCATION AND ARRANGEMENT OF UNDERGROUND UTILITIES AND STRUCTURES SHOWN HEREON MAY BE INACCURATE AND UTILITIES AND STRUCTURES NOT SHOWN MAY BE ENCOUNTERED. THE OWNER, ITS EMPLOYEES, ITS CONSULTANTS, ITS CONTRACTORS, AND/OR ITS AGENTS SHALL HEREBY DISTINCTLY UNDERSTAND THAT THE SURVEYOR IS NOT RESPONSIBLE FOR THE CORRECTNESS OR SUFFICIENCY OF THIS INFORMATION SHOWN HEREON AS TO SUCH UNDERGROUND INFORMATION.
3. UNLESS OTHERWISE STATED HEREON, ONLY EVIDENCE OF EASEMENTS OR STRUCTURES THERETO WHICH ARE READILY APPARENT FROM A CASUAL ABOVE GROUND VIEW OF PREMISES ARE SHOWN. NO LIABILITY IS ASSUMED BY THE UNDERSIGNED FOR LOSS RELATING TO THE EXISTENCE OF ANY EASEMENT NOT DISCOVERED FROM MY CASUAL ABOVE GROUND VIEW OF THE PREMISES.
4. UNLESS STATED OTHERWISE, GOVERNMENTAL JURISDICTIONAL AREAS OR NEGATIVE EASEMENTS, IF ANY, WHICH MIGHT IMPACT ON THE USE OF THE PREMISES WERE NOT LOCATED. NO LIABILITY IS ASSUMED BY THE UNDERSIGNED FOR ANY LOSS RESULTING FROM THE EXERCISE OF ANY GOVERNMENTAL JURISDICTION AFFECTING THE USE OF THE PREMISES.
5. ACCEPTANCE OF THIS SURVEY PLAT OR USE OF THE CORNER MONUMENTS FOUND OR SET DURING THE PERFORMANCE OF THE FIELD SURVEY HEREBY LIMIT THE UNDERSIGNED LIABILITY RELATED TO PROFESSIONAL NEGLIGENT ACTS, ERRORS, OMISSIONS OR BREACH OF CONTRACT TO AN AMOUNT NOT TO EXCEED THE FEE CHARGED. FOR ADDITIONAL LIABILITY COVERAGE FROM THE UNDERSIGNED, A FEE OF 2% OF THE LIABILITY AMOUNT REQUESTED MUST BE PAID TO THE UNDERSIGNED PRIOR TO COMMENCEMENT OF THIS PROJECT.
6. REPRODUCTIONS OF THIS PLAT ARE NOT VALID UNLESS THE SEAL IS SIGNED WITH A "LIVE" SIGNATURE.
7. UNLESS OTHERWISE STATED HEREON, THIS SURVEY WAS PREPARED WITHOUT BENEFIT OF AN ABSTRACT OF TITLE. NO LIABILITY IS ASSUMED BY THE UNDERSIGNED FOR LOSS RELATING TO ANY MATTER THAT MIGHT BE DISCOVERED BY AN ABSTRACT OR TITLE SEARCH OF THE PROPERTY.
8. THIS SURVEY COMPLIES WITH BOTH THE RULES OF THE GEORGIA BOARD OF REGISTRATION FOR PROFESSIONAL ENGINEERS AND LAND SURVEYORS AND THE OFFICIAL CODE OF GEORGIA ANNOTATED (O.C.G.A.) 15-6-67, N THAT WHERE A CONFLICT EXISTS BETWEEN THOSE TWO SETS OF SPECIFICATIONS, THE REQUIREMENTS OF LAW PREVAIL.

AS SURVEYED PROPERTY DESCRIPTION

"SPUR" TRACT

A tract of land situated in Land Lots 95 & 96, 14th District, Fulton County, Georgia (City of Hapeville); the bearings of which are based on State Plane Grid (Georgia West Zone) and being more particularly described as follows:

Begin at a no.4 rebar set marking the intersection of the southerly right-of-way line of South Central Avenue (variable right-of-way) with the easterly right-of-way line of Elm Street (40-foot right-of-way) and proceed S54°52'03"E along said southerly right-of-way line of South Central Avenue for a distance of 99.84 feet to a no.4 rebar with cap at westerly line of lands now or formerly owned by Southern Region Ind Realty Inc. thence along said Southern lands for the following courses and distances: southerly 139.83 feet along the arc of a curve, concave to the west, having a central angle of 19°36'20", a radius of 408.64 feet, and a chord bearing and distance of S08°44'34"E and 139.15 feet to a no.4 rebar with cap; S01°03'36"W for a distance of 197.52 feet to a no.4 rebar with cap set; S00°06'00"E for a distance of 99.36 feet to a no.4 rebar with cap; S00°32'34"W for a distance of 229.67 feet to a no.4 rebar with cap set; southerly 150.61 feet along the arc of a curve, concave to the west, having a central angle of 19°30'29", a radius of 442.34 feet, and a chord bearing and distance of S10°17'49"W and 149.88 feet to a no.4 rebar with cap set on the northerly line of lands now or formerly owned by Aport, LLC; thence N89°45'42"W along said Aport lands for a distance of 28.81 feet to a no.4 rebar with cap set; thence S00°21'36"W along said Aport lands to their termination and then continuing S00°21'36"W along lands now or formerly owned by Porsche Cars North America Inc. for a total distance of 1086.64 feet to a no.4 rebar with cap set; thence continue along said Porsche lands S03°54'09"E for a distance of 11.58 feet to a no.3 rebar found; thence along lands now or formerly owned by the City of Atlanta for the following courses and distances: S04°07'43"E for a distance of 51.36 feet to a no.4 rebar with cap set; S13°53'10"E a distance of 53.09 feet to a no.3 rebar found; N88°31'00"E for a distance of 10.45 feet to a no.3 rebar found; S24°54'39"E for a distance of 49.91 feet to a no.4 rebar with cap set; S34°29'52"E for a distance of 49.80 feet to a no.4 rebar with cap set; S44°37'12"E for a distance of 49.89 feet to a no.4 rebar with cap set; S52°01'57"E for a distance of 54.86 feet to a no.4 rebar with cap set; S56°16'45"E for a distance of 17.12 feet to a no.4 rebar with cap set; S66°52'52"E for a distance of 10.65 feet to a no.4 rebar with cap set; N89°29'09"W feet a distance of 9.45 feet to a no.4 rebar with cap set; S01°11'00"W for a distance of 66.40 feet to a no.4 rebar with cap set; northwesterly 92.79 feet along the arc of a curve, concave to the northeast, having a central angle of 9°15'48", a radius of 573.92 feet, and a chord bearing and distance of N47°58'54"W and 92.69 feet to a no.4 rebar with cap set; N33°17'09"W for a distance of 226.37 feet; N00°10'41"E for a distance of 574.44 feet to a no.4 rebar with cap set; N00°20'12"E a distance of 129.57' to a rebar with cap found; thence N00°19'13"E along the easterly line of lands now or formerly owned by the Hapeville Development Authority for a distance of 1001.64 feet to a 1-inch pipe found; thence N00°32'34"E along the easterly line of lands now or formerly owned by Main Street Partner Group for a distance of 199.68 feet to a no.4 rebar with cap set; thence along said Main Street lands for the following courses and distances: northerly 153.64 feet along the arc of a curve, concave to the west, having a central angle of 22°26'13", a radius of 392.34 feet, and a chord bearing and distance of N11°45'41"E and 152.66 feet to a no.4 rebar with cap set; N00°32'34"E for a distance of 229.39 feet to a no.4 rebar with cap set; N00°06'00"W for a distance of 98.85 feet to a no.4 rebar with cap set; N01°03'36"E for a distance of 197.02 feet to a no.4 rebar with cap set; northerly 203.85 feet along the arc of a curve, concave to the west, having a central angle of 32°34'00", a radius of 358.64 feet, and a chord bearing and distance of N15°13'24"W and 201.12 feet to the **Point of Beginning** of said tract.

Containing 1.918 acres as depicted on an ALTA / NSPS Land Title Survey prepared by Southeastern Engineering, Inc. (Project No. 1110-18-066.02).

LINE TABLE		
LINE	DIRECTION	LENGTH
L1	S 03°54'09" E	11.58'
L2	S 04°07'43" E	51.36'
L3	S 13°53'10" E	53.09'
L4	N 88°31'00" E	10.45'
L5	S 24°54'39" E	49.91'
L6	S 34°29'52" E	49.80'
L7	S 44°37'12" E	49.89'
L8	S 52°01'57" E	54.86'
L9	S 56°16'45" E	17.12'
L10	S 66°52'52" E	10.65'
L11	N 89°29'09" W	9.45'
L12	S 01°11'00" W	66.40'

SUBSURFACE UTILITIES MARKED BY UTILITSURVEY, LLC. SEE GENERAL NOTE 2.

CURRENT ZONING: NOT PROVIDED.

DATUM

HORIZONTAL DATUM IS STATE PLANE GRID (NAD83-2011) AND VERTICAL DATUM IS SEA LEVEL (NAVD88), BOTH OF WHICH WERE ESTABLISHED BY GPS OBSERVATIONS UTILIZING A CHAMPION TKO GPS RECEIVER ON THE eGPS NETWORK.

ALTA/NSPS CERTIFICATION

TO FIRST AMERICAN TITLE INSURANCE COMPANY, MAIN STREET PARTNER GROUP, LLC, JEM INVESTMENT GROUP HAPEVILLE FUND 1, LLC, & APCC LLC

THIS IS TO CERTIFY THAT THIS MAP OR PLAT AND THE SURVEY ON WHICH IT IS BASED WERE MADE IN ACCORDANCE WITH THE 2016 MINIMUM STANDARD DETAIL REQUIREMENTS FOR ALTA/NSPS LAND TITLE SURVEYS, JOINTLY ESTABLISHED AND ADOPTED BY ALTA AND NSPS, AND INCLUDES ITEMS 1,2,3,4,5,6a,7b1,8,9,10a,11,13,14,16,17,18,19 & 20 OF TABLE "A" THEREOF.

THE FIELD WORK WAS COMPLETED ON 04/21/18

DATE OF PLAT OR MAP: 05/24/18

DOUGLAS P. CRUSE RLS# 2937

GRAPHIC SCALE
50 0 50 100
(IN FEET)
1 inch = 50 ft.

GEORGIA SURVEYOR CERTIFICATION

This plat is a retracement of an existing parcel or parcels of land and does not subdivide or create a new parcel or make any changes to any real property boundaries. The recording information of the documents, maps, plats or other instruments which created the parcel or parcels are stated hereon. RECORDATION OF THIS PLAT DOES NOT IMPLY APPROVAL OF ANY LOCAL JURISDICTION, AVAILABILITY OF PERMITS, COMPLIANCE WITH LOCAL REGULATIONS OR REQUIREMENTS OR SUITABILITY FOR ANY USE OR PURPOSE OF THE LAND. Furthermore, the undersigned land surveyor certifies that this plat complies with the minimum technical standards for property surveys in Georgia as set forth in the rules and regulations of the Georgia Board of Registration for Professional Engineers and Land Surveyors and as set forth in O.C.G.A. Section 15-6-67.

05/24/18
DATE

© COPYRIGHT 2018 | MEMBER OF THE SURVEYING & MAPPING SOCIETY OF GEORGIA (SAMSOG)

SEI
SOUTHEASTERN ENGINEERING, INC.
2470 Sandy Plains Road Marietta, Georgia 30066
tel: 770-321-3936 fax: 770-321-3935
www.seengineering.com
LSF NO. 000913

No	ISSUED DESCRIPTION	DATE

PLAT INFORMATION
THE FIELD DATA UPON WHICH THIS PLAT IS BASED HAS A CLOSURE OF 1 FOOT IN 65,989 FEET AND AN ANGULAR ERROR OF 2 SECONDS PER ANGLE POINT AND WAS ADJUSTED USING THE LEAST SQUARES METHOD. THIS PLAT HAS BEEN CALCULATED FOR CLOSURE AND FOUND TO BE ACCURATE TO 1 FOOT IN 200,000+ FEET. AN ELECTRONIC TOTAL STATION WAS USED TO GATHER THE INFORMATION USED IN THE PREPARATION OF THIS PLAT.
THIS PLAT WAS PREPARED FOR THE EXCLUSIVE USE OF THE PERSON, PERSONS OR ENTITY NAMED HEREON. THIS PLAT DOES NOT EXTEND TO ANY UNNAMED PERSON, PERSONS OR ENTITY WITHOUT EXPRESS RECERTIFICATION BY THE SURVEYOR NAMING SAID PERSON, PERSONS OR ENTITY.

ALTA / NSPS LAND TITLE SURVEY

ASBURY TOWN CENTER

LOCATED IN:

LAND LOTS 95 & 96 OF THE 14th DISTRICT,
CITY OF HAPEVILLE, FULTON COUNTY, GEORGIA

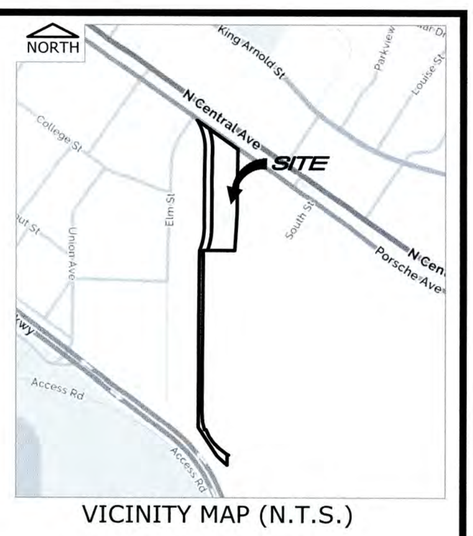
GEORGIA REGISTERED LAND SURVEYOR 2937 DOUGLAS P. CRUSE

Project No.:	1110-18-066.04
Surveyed By:	C. SELLARS
Field Date:	04-21-2018
Drafted By:	L.GOULD
Issue Date:	05-24-18

1 OF 6

THIS BLOCK RESERVED FOR SUPERIOR COURT CLERK

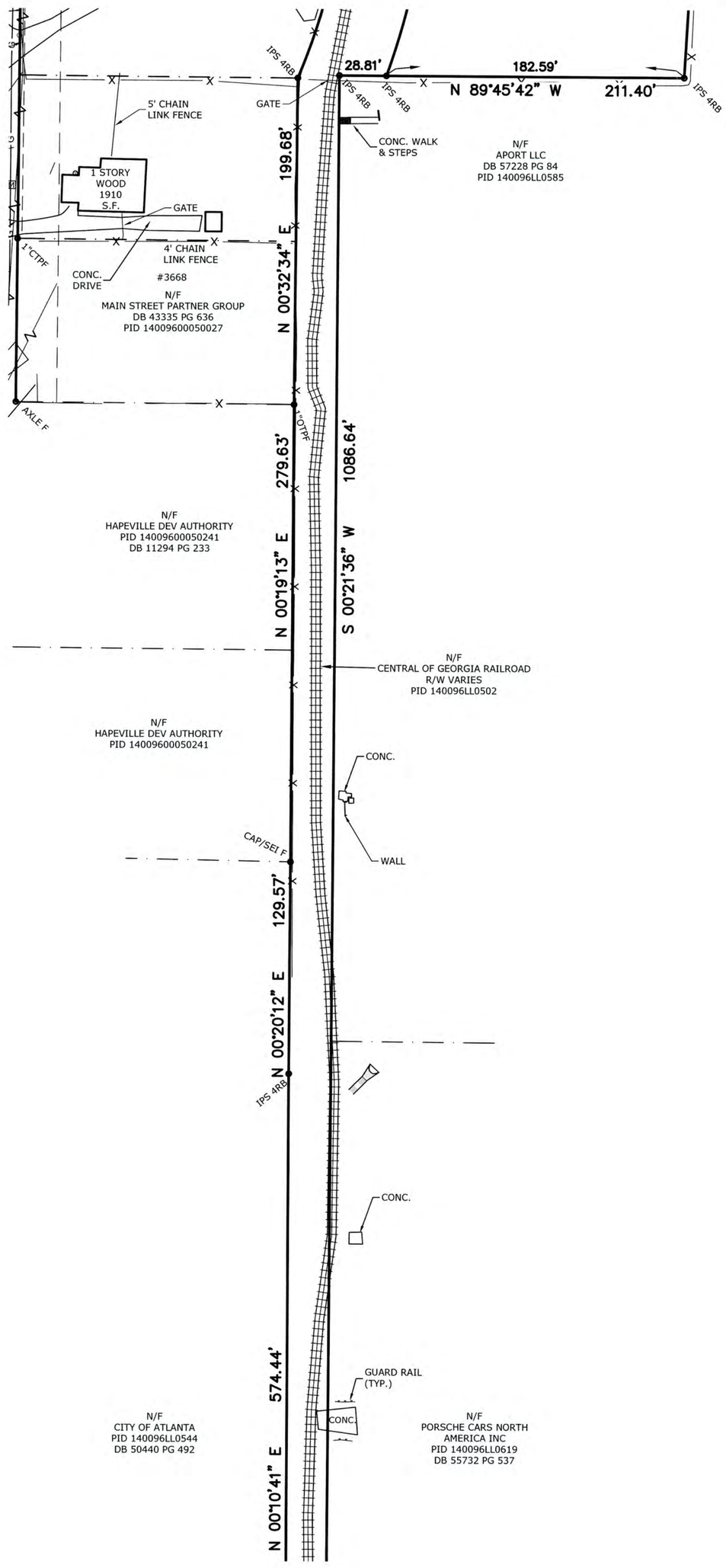
I HAVE THIS DATE EXAMINED THE NATIONAL FLOOD INSURANCE PROGRAM FLOOD INSURANCE RATE MAP (FIRM) AND FOUND THAT BY GRAPHIC PLOTTING ONLY, THE REFERENCE PARCEL IS IN AN AREA HAVING SPECIAL FLOOD HAZARDS.
13121C0367F
MAP ID: 13121C0369F EFFECTIVE DATE: 09-18-13 ZONE: "A" & "X"



VICINITY MAP (N.T.S.)

GRID (GA WEST)

OVERALL AREA
2.97 ACRES
(APPROXIMATE)



ALTA NOTES:

VESTING DEEDS

TRACT 1
DB 3258 PG 681
DB 3266 PG 476

TRACT 2
DB

SURVEYORS COMMENTS ON SCHEDULE B, SECTION II ITEMS
OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY
COMMITMENT NO.: GA18004681
COMMITMENT DATE: MAY 10, 2018

Note: Items 1-11 are Standard Title Company Exceptions and are not addressed by the Surveyor.

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LEGEND:

RBF	REINFORCING BAR FOUND	SSE	SANITARY SEWER EASEMENT
RBS	REINFORCING BAR SET	POB	POINT OF BEGINNING
OTP	OPEN TOP PIPE	POC	POINT OF COMMENCEMENT
CTP	CRIMP TOP PIPE	BSL	BUILDING SETBACK LINE
SIB	SOLID IRON BAR	DE	DRAINAGE EASEMENT
CMF	CONCRETE MONUMENT FOUND		CATCH BASIN
CL	CENTERLINE		UMH (UNKNOWN MANHOLE)
R/W	RIGHT-OF-WAY		TMH (TELEPHONE MANHOLE)
LL	LAND LOT		DMH (DRAINAGE MANHOLE)
LLL	LAND LOT LINE		SMH (SEWER MANHOLE)
L	LINE		DROP INLET
A	ARC		HEAD WALL
R	RADIUS		FLARED END SECTION (FES)
CH	CHORD		TELEPHONE PEDESTAL
C	CURVE		TELEPHONE BOX
CONC	CONCRETE		SEWER CLEANOUT
	GUY WIRE		FIRE HYDRANT
	GAS VALVE		WATER VALVE
GM	GAS METER	WM	WATER METER
	GAS MARKER		WATER SPIGOT
	LAMP POLE		SIGN
	POWER POLE		TRAFFIC BOX
	FIBER OPTIC MARKER		PEDESTRIAN SIGNAL
ICV	IRRIGATION CONTROL VALVE		BOLLARD (ROUND)
	MONITORING WELL		BOLLARD (SQUARE)
PRV	PRESSURE RELEASE VALVE	CB	CABLE BOX
	PVC STUB		CENTERLINE
	POWER STUB		BORE HOLE
EM	ELECTRIC METER		FENCE POST
	WETLAND FLAG		

CMP ═══ CORRUGATED METAL PIPE
RCP ═══ REINFORCED CONCRETE PIPE
CD = = = CROSS DRAIN
——SS—— SANITARY SEWER
—X—X— FENCE
—Z—Z— OVERHEAD UTILITY LINE(S).

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SUBSURFACE UTILITIES MARKED BY UTILITSURVEY, LLC. SEE GENERAL NOTE 2.

DATUM

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GRAPHIC SCALE
50 0 50 100
(IN FEET)
1 inch = 50 ft.

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05/24/18
DATE

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SEI
SOUTHEASTERN ENGINEERING, INC.
2470 Sandy Plains Road Marietta, Georgia 30066
tel: 770-321-3936 fax: 770-321-3935
www.seengineering.com
LSF NO. 000913

No	ISSUED DESCRIPTION	DATE

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ALTA / NSPS LAND TITLE SURVEY

ASBURY TOWN CENTER

LOCATED IN:

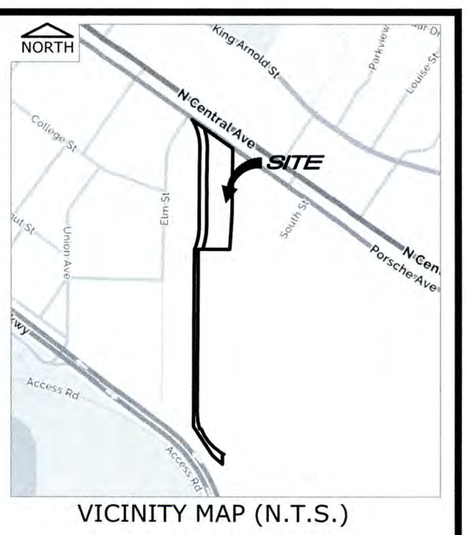
LAND LOTS 95 & 96 OF THE 14th DISTRICT,
CITY OF HAPEVILLE, FULTON COUNTY, GEORGIA

GEORGIA REGISTERED 2937 LAND SURVEYOR DOUGLAS P. CRUSE III

Project No.:	1110-18-066.04
Surveyed By:	C. SELLARS
Field Date:	04-21-2018
Drafted By:	L.GOULD
Issue Date:	05-24-18

THIS BLOCK RESERVED FOR SUPERIOR COURT CLERK

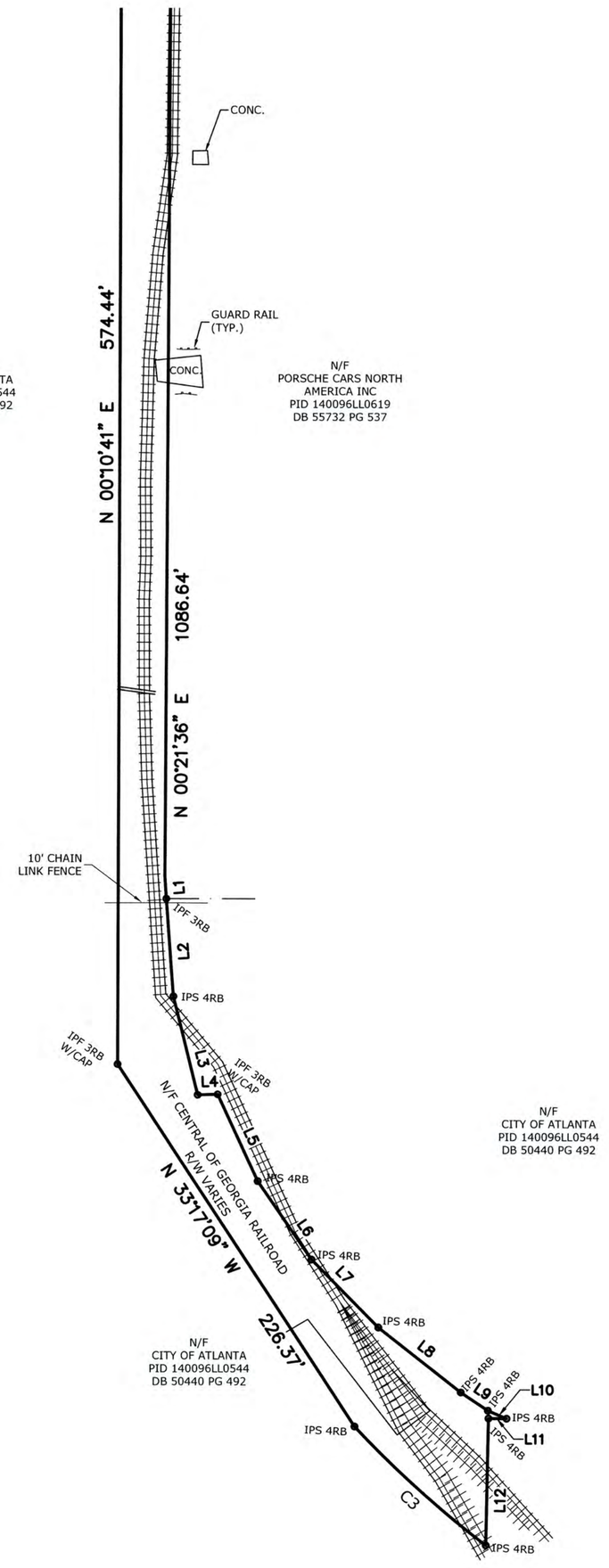
I HAVE THIS DATE EXAMINED THE NATIONAL FLOOD INSURANCE PROGRAM FLOOD INSURANCE RATE MAP (FIRM) AND FOUND THAT BY GRAPHIC PLOTTING ONLY, THE REFERENCE PARCEL IS IN AN AREA HAVING SPECIAL FLOOD HAZARDS.
13121C0367F
MAP ID: 13121C0369F EFFECTIVE DATE: 09-18-13 ZONE: "A" & "X"



VICINITY MAP (N.T.S.)

GRID (GA WEST)

OVERALL AREA
2.97 ACRES
(APPROXIMATE)



ALTA NOTES:

VESTING DEEDS

TRACT 1
DB 3258 PG 681
DB 3266 PG 476

TRACT 2
DB

SURVEYORS COMMENTS ON SCHEDULE B, SECTION II ITEMS
OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY
COMMITMENT NO.: GA18004681
COMMITMENT DATE: MAY 10, 2018

Note: Items 1-11 are Standard Title Company Exceptions and are not addressed by the Surveyor.

12. Easements, restrictions and right of reversion as contained in that certain Warranty Deed from the City of Atlanta, a municipal corporation of the State of Georgia to Central of Georgia Railway Company, a Georgia corporation, dated July 26, 1965, filed August 12, 1965 and recorded in Deed Book 4462, Page 309, records of the Superior Court of Fulton County, Georgia.

LEGEND:

RBF	REINFORCING BAR FOUND	SSE	SANITARY SEWER EASEMENT
RBS	REINFORCING BAR SET	POB	POINT OF BEGINNING
OTP	OPEN TOP PIPE	POC	POINT OF COMMENCEMENT
CTP	CRIMP TOP PIPE	BSL	BUILDING SETBACK LINE
SIB	SOLID IRON BAR	DE	DRAINAGE EASEMENT
CMF	CONCRETE MONUMENT FOUND		CATCH BASIN
CL	CENTERLINE		UMH (UNKNOWN MANHOLE)
R/W	RIGHT-OF-WAY		TMH (TELEPHONE MANHOLE)
LL	LAND LOT		DMH (DRAINAGE MANHOLE)
LLL	LAND LOT LINE		SMH (SEWER MANHOLE)
L	LINE		DROP INLET
A	ARC		HEAD WALL
R	RADIUS		FLARED END SECTION (FES)
CH	CHORD	TP	TELEPHONE PEDESTAL
C	CURVE	TB	TELEPHONE BOX
CONC	CONCRETE	CO	SEWER CLEANOUT
	GUY WIRE		FIRE HYDRANT
	GAS VALVE		WATER VALVE
GM	GAS METER	WM	WATER METER
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PRV	PRESSURE RELEASE VALVE	CB	CABLE BOX
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ASBURY TOWN CENTER

LOCATED IN:

LAND LOTS 95 & 96 OF THE 14th DISTRICT,
CITY OF HAPEVILLE, FULTON COUNTY, GEORGIA

GEORGIA REGISTERED 2937 LAND SURVEYOR DOUGLAS P. CRUSE III

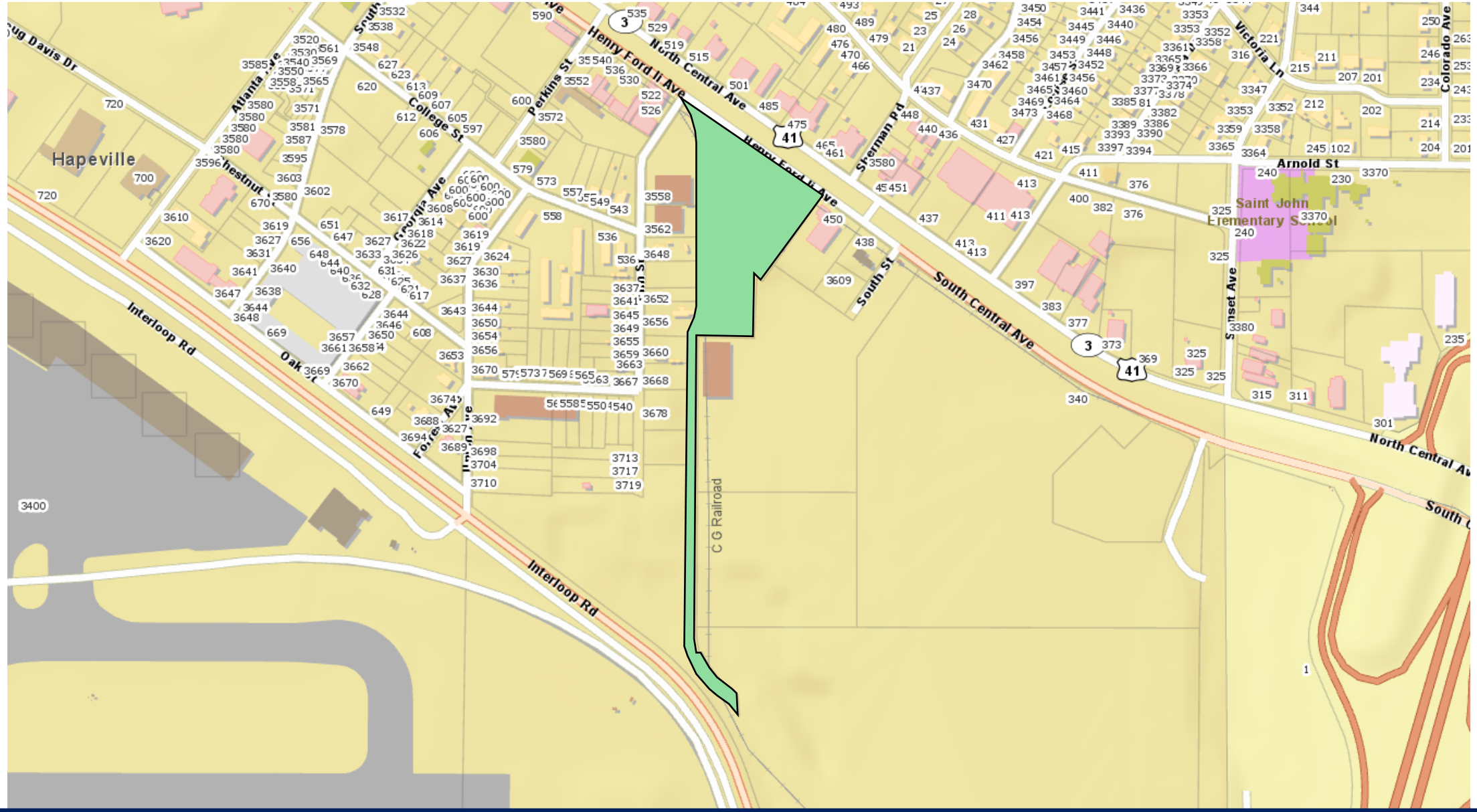
Project No.:	1110-18-066.04
Surveyed By:	C. SELLARS
Field Date:	04-21-2018
Drafted By:	L.GOULD
Issue Date:	05-24-18

3 OF 6

Porsche Avenue Mixed-Use Development

SCP Acquisitions, LLC

Parcel Identification



City of Hapeville Official Zoning Map

April 5, 2016: As Amended from December 2, 2008

City of Hapeville 1891 GEORGIA A Community with a Heart

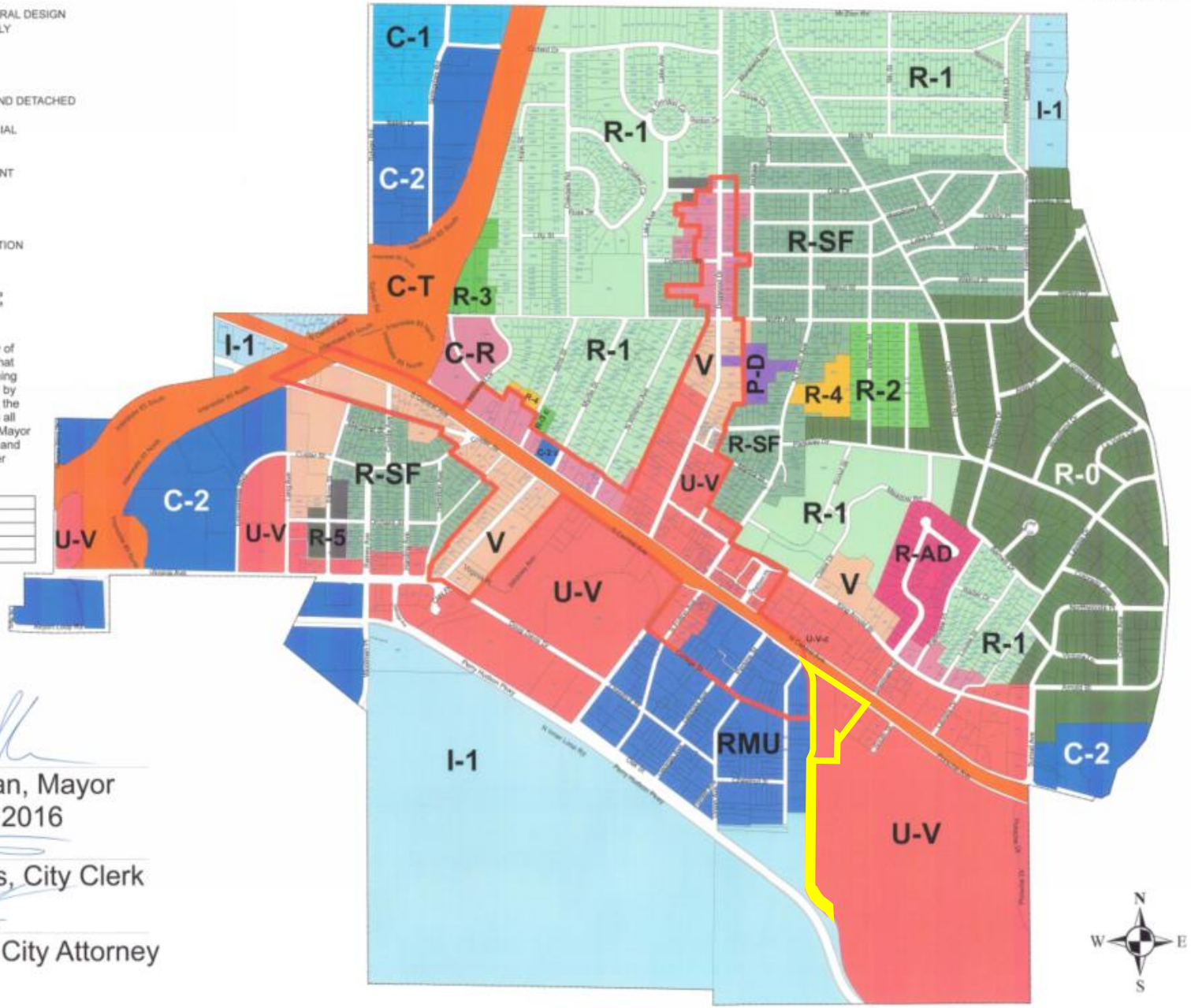
ARTS DISTRICT OVERLAY
R-AD RESIDENTIAL ARCHITECTURAL DESIGN
R-SF RESIDENTIAL-SINGLE FAMILY
R-1 ONE-FAMILY DETACHED
R-2 TWO-FAMILY RESIDENTIAL
R-3 SINGLE FAMILY ATTACHED
R-4 MULTIFAMILY RESIDENTIAL
R-5 SINGLE FAMILY ATTACHED AND DETACHED
R-0 ONE-FAMILY DETACHED
N-C NEIGHBORHOOD COMMERCIAL
V VILLAGE
U-V URBAN VILLAGE
P-D PLANNED UNIT DEVELOPMENT
RMU RESIDENTIAL MIXED USE
C-1 RETAIL COMMERCIAL
C-2 GENERAL COMMERCIAL
C-R COMMERCIAL RESIDENTIAL
C-T COMMERCIAL TRANSPORTATION
I-1 LIGHT INDUSTRIAL

C - ZONING WITH CONDITION

NOTE: Addresses and parcel boundaries are based on data provided by the Fulton County Tax Assessors Office and are not guaranteed by the City of Hapeville to be accurate.

I, Jennifer Elkins, City Clerk of the City of Hapeville, Georgia, do hereby certify that this is the City of Hapeville Official Zoning Map, Fulton County, Georgia, adopted by the Mayor and Council of Hapeville on the 5th day of Apr. 2016 and includes all subsequent amendments adopted by Mayor and Council as indicated in the Mayor and Council meeting minutes and as further indicated on this Map.

Date	Amendment



Alan Hallman, Mayor
April 5, 2016

Jennifer Elkins, City Clerk

Steve Fincher, City Attorney

City of Hapeville Future Development Map

City of Hapeville
1891
GEORGIA
A Community with a Heart

Land Use Categories

- Residential
- Multi-Family Residential
- Low Intensity Mixed Use
- Medium Intensity Mixed Use
- High Intensity Mixed Use
- Commercial
- Industrial
- Public/Institutional
- Park, Recreation, Conservation
- Transportation, Communication, Utilities

Legend

- City Limits
- Roads

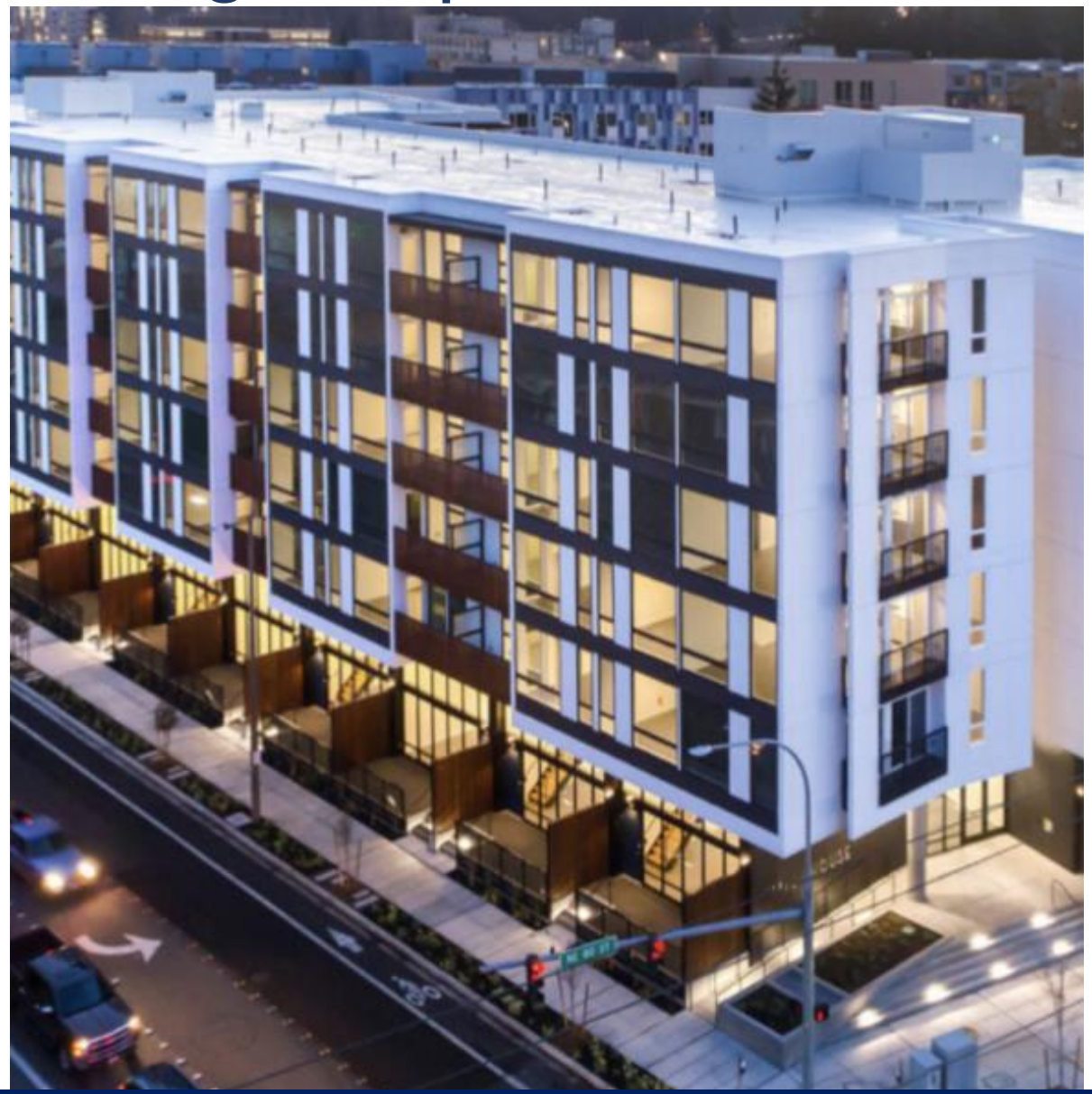
Site Plan

SITE
SITE INFORMATION
TOTAL SITE AREA (APPROX.) : 6.706 AC
LEGEND
MULTIFAMILY
M1 5 STORY (TYPE IIIA) - 1 BUILDING
TOTAL : 199 UNITS (199 UNITS/BLDG)
M2 5 STORY (TYPE IIIA) - 1 BUILDING
TOTAL : 60 UNITS (60 UNITS/BLDG)
TOTAL UNITS : 259
AVG HEATED AREA - MF : 840 SF (APPROX.)
TOTAL PARKING : ONE PER BED PLUS 12 RETAIL SPACES
AMENITIES
C MULTIFAMILY CLUB / LEASING
TOTAL : 8,000 SF
RETAIL
R RETAIL
TOTAL : 3,000 SF
PARKING
312 Spaces
VEHICULAR ENTRY
RETAIL 1,500 SF
ON STREET PARKING
PORSCHE AVE
LANDSCAPE
BASEMENT UNITS
CLUB
LEASING
POOL
TRASH
UPPER LEVEL ACCESS
2 LEVEL SLIP DECK
CELL TOWER EASEMENT
SLIP DECK LOWER LEVEL ACCESS
FIRE TURCK TURN
5 LEVEL TYPE IIIA RESIDENTIAL 60 UNITS
CELL TOWER

Site Context

Site Context

Design Inspiration



Activated Design

DEPARTMENT OF PLANNING AND ZONING
PLANNER'S REPORT

To:	Adrienne Senter
From:	Lynn M. Patterson
Date	June 9, 2022
RE:	Conditional Use Permit – 0 South Central Avenue, 464 Henry Ford II Avenue (South Central, Porsche Avenue), Parcel IDs 14 009600050183, 14 0096LL0502, 14 009600050118

BACKGROUND

The City of Hapeville received a request for a Conditional Use Permit from SCP Acquisitions, LLC to construct a mixed use apartment (247 units), retail development (2,000 to 4,000 SF) with a greenway trail on Parcel IDs 14 009600050183, 14 0096LL0502, and 14 009600050118. Prior to submission of the site plan and required approvals, the property will be replatted such all parcels will be consolidated. The properties are zoned U-V, Urban Village. The properties are developed with multiple structures which will be demolished as part of the project.

Multifamily uses are permitted as a Conditional Use within the U-V Zoning District and are subject to the provisions of Article 3.2 below:

CODE

ARTICLE 11.2. - U-V ZONE (URBAN VILLAGE)
Sec. 93-11.2-5. - Conditional uses.
Specific uses may be permitted as conditional uses, provided conformance to the purpose and intent of the applicable code. Such uses are:

(9) All multifamily uses shall be conditional uses in U-V zone. In addition to meeting the conditional use provisions, all multifamily uses in U-V shall comply with [subsection] 93-11.2-3(19).

Sec. 93-11.2-3. - Permitted uses.

(19) Residential density limitations shall be as follows:

a. **The maximum permitted residential density of a master planned development shall be 40 units per acre as calculated based on the sum of all residential uses and the total acreage of the project**, including multiple parcels or city blocks, but not rail lines, public streets, or other areas not owned by the applicant;

b. The built residential density of individual parcels or blocks within a master planned development may be greater or less than 40 units per acre, provided the project's combined average maximum permitted residential density is not exceeded; and

c. Any changes to an approved site plan shall require approval of the city planning commission and shall be reviewed based on the geographic extent of the original approved site plan, shall not exceed maximum density requirements of the original application, and shall indicate all built or planned improvements.

The proposed project (including all 3 parcels) is approximately 6.706 acres with a maximum allowed residential density of 268 units across all parcels. The proposed multi-family project will have approximately 259 units and include 2,000 to 4,000 SF of retail and a greenway trail.

ARTICLE 3.2 – Conditional Uses

Sec. 93-3.2-1. - Permit required.
Zoning districts established herein permit certain uses which are allowable therein provided they meet specified conditions, as set forth therein and here. No such use shall be permitted until a conditional use permit has been issued authorizing such use. The procedures for granting such permits shall be the same as for amendments to the zoning ordinance or zoning map.

Sec. 93-3.2-2. - Review of applications.
Those conditions specified in the zoning district regulations shall be considered to be the minimum standards which must be met before the conditional use application may be considered by the planning commission for review and recommendation and the mayor and council for decision. In deciding upon whether or not a conditional use meets the minimum standards and promotes the health, safety, morals, or general welfare of the city, the mayor and council shall utilize the applicable standards of review of section 93-25-6.

Sec. 93-3.2-3. - Issuance of permit.
If the mayor and council, after applying the evidence to the standards of review, have been convinced that the allowance of the conditional use will promote the health, safety, morals, or general welfare of the city, a conditional use permit may be granted, subject to those provisions that may be imposed by the mayor and council.

Sec. 93-3.2-4. - Procedures regarding delays in use of condition.
If a building permit, grading permit or occupation tax permit has not issued and construction (if any is necessary) begun within a 12-month period after such conditional use is approved, the conditional use may be withdrawn at a meeting of the mayor and council. The mayor and council may then reinstate the prior zoning district and regulations. In the alternative, the mayor and council may extend the conditional use for 12 months and any number of subsequent 12-month periods by only one such period at a time.

Sec. 93-3.2-5. - Special use permit procedures.
Mayor and Council may in considering a special use permit following a public hearing impose reasonable conditions deemed necessary to the protection or benefit of owners of adjacent and nearby properties to ensure compatibility of the proposed development or use with surrounding uses. The decision of mayor and council concerning consideration of a special use shall be given to the applicant in writing, by certified U.S. mail to the address indicated in the application. Aggrieved applicants shall have 30 calendar days from the date of receipt of the notice in which to petition the superior court of Fulton County for writ of certiorari.

Sec. 93-3.2-6. - Special use permit criteria and standards.

(a) *Special use permit criteria.* Special uses are compatible uses of land or the improvement of structures within a zoning district that reasonably require special consideration and therefore, are not allowed "by right." The following standards shall be considered in evaluating the appropriateness of all proposed special uses of property:

(1) Impact on the use or development of adjacent properties, or the surrounding area, as concerns public health, safety or general welfare;

The use of the property for a vertically and horizontally mixed use (apartments, retail and commercial space) would not adversely affect the public health, safety or general welfare of the surrounding area. The density of the apartments supports the goals for more transit oriented development, creates a more substantial demographic base to help attract retail operations. The proposed greenway along the former rail spur provides public amenity access between South Central/Porsche Avenue and Loop Road to the City of Atlanta future development site. The location of the project along the City's eastern gateway is consistent with the adopted 2017 LCI plan.

(2) Capacity of the lot to accommodate the use and satisfy the dimensional requirements of the ordinance;

The consolidated lots can accommodate the proposed density while satisfying the dimensional requirements of the Ordinance. The building setbacks will have to be adjusted to accommodate the large transmission lines running along South Central Avenue.

(3) Compatibility with adjacent properties and other land uses in the vicinity;
The area has been designated as high intensity mixed use in the future land use map. This encourages higher densities and multi-family developments. To the east is the future Atlanta Postal Credit Union development (130,000 SF of office) and the Porsche service center, classic car restoration facility, track, and North American headquarters. To the east are vacant, undeveloped parcels zoned mixed use (RMU) parcels. The proposed use for a multifamily development is compatible and proposed as part of the 2017 LCI.

(4) Potential nuisance or hazardous characteristics, specifically as concerns the number of individuals projected to use such facility or nature of the activity;
Mixed-use / multi-family housing units are neither a nuisance nor do they create hazardous conditions. Individuals projected to use the property are future residents and customers visiting the retail sites.

(5) Impact on traffic movement, availability of off-street parking, options for buffering or protective screening, hours and manner of operation, lighting, signs and access to the property; and
As with a development, particularly higher density development, there will be an increase in traffic. The proximity of the development to South Central Avenue and Interstate 75 lessens the impact. Proposed on-street parking (not impeding the current street) will accommodate some of the retail and provide traffic calming. Parking requirements are 1 space per dwelling unit (259) and 3 spaces per 1,000 sf of retail (12 spaces). The proposed interior parking and on street parking (312) is more than adequate for the site and will require a variance. The number of curb cuts from South Central is 2. A traffic impact study is recommended.

(6) Conformance of the special use to other requirements of the ordinance.
The conceptual site plan has been designed to meet the requirements of the U-V District as well as the Architectural Design Standards.

RECOMMENDATION

The proposed use of mixed use apartment, retail and commercial development is compatible with the U-V Zoning District and meets the intent of the district, the LCI Plan and the Comprehensive Plan. The proposed greenway offers an additional amenity to the property and the City at-large. The conditional use application is recommended for approval with a traffic study.

DAILY REPORT
dailyreportonline.com

CITY OF HAPEVILLE
3468 NORTH FULTON AVENUE
ATLANTA, GA 30354

STATE OF GEORGIA
COUNTY OF FULTON

Before me, the undersigned, a Notary Public, this day personally came the undersigned who, being duly sworn, according to law, says she is an agent of ALM Media, LLC., publishers of the **Daily Report**, the official newspaper published in Atlanta, GA, in said county and state, and that the publication, of which the annexed is a true copy, was published in said newspaper as provided by law on the following dates: 06/28/2022.

Subscribed and sworn to before me this June 28, 2022

K MARTIN
NOTARY
EXPIRES
GEORGIA
08/05/2023
PUBLIC
DEKALB COUNTY

NOTICE
City of Hapeville

A Public Hearing will be held by the City of Hapeville Mayor and Council on **Tuesday, July 12, 2022 at 6:00 p.m.** at the City of Hapeville Municipal Annex located at 700 Doug Davis Drive, Hapeville, Georgia 30354. The meeting will be made available to the public by live streaming only via teleconference/videoconference in accordance with O.C.G.A § 50-14-1(g) at https://ga-hapeville3.civicplus.com/562/Agendas-and-Minutes to consider the following:

Rezoning Request:
Rezoning requests for the property located at 0 South Street on Land Lot 96 of the 14th District, City of Hapeville, Fulton County, Georgia, Parcel Identification Number 14 0096 LL0502 from RMU, Residential Mixed Use to U-V, Urban Village for the purpose of constructing a multifamily development.
Applicant: SCP Acquisitions, LLC

Conditional Use Permit:
Consideration of a Conditional Use Permit for a multifamily development at 0 South Central Avenue (14 009600050183), 0 South Street (14 0096 LL0502), and 464 Porsche Avenue (14 009600050118). The properties are zoned U-V, Urban Village and are subject to the zoning regulations under Article 11.2 (U-V Zone, Urban Village), Section 93-11.2-5 (Conditional uses) of the City of Hapeville Zoning Ordinance.
Applicant: Will Casaday, SCP Acquisitions, LLC

Public Hearing Comments: For those who are unable to physically attend the meeting, citizen comments must be emailed to the City Clerk, Sharee Steed, at ssteed@hapeville.org or called in at 404-766-3004 no later than 5:00 p.m. on July 11, 2022. When emailing or verbally delivering your comment to the City Clerk, please include your name, address, the agenda item, and the comment for or against the item. All comments submitted to the City Clerk will be read into the record during the meeting. Citizens may not make comments on public hearing agenda items via teleconference.
#0000605334:6/28-1AS

Brian Wismer, Chairman
Lucy Dolan, Vice Chairman
G. Leah Davis
Rob Hall
Miller Radford
Jeanne Rast
Cliff Thomas

Planning Commission Meeting
700 Doug Davis Drive
Hapeville, Georgia 30354

June 14, 2022 6:00 PM

MINUTES

1. Called to order at 6:04 p.m.

2. Roll Call
Brian Wismer, Chairman
Lucy Dolan, V. Chairman
G. Leah Davis - Absent
Robb Hall - Absent
Miller Radford
Jeanne Rast
Cliff Thomas

3. Approval of Minutes
3.I. Minutes of April 12, 2022

MOTION ITEM: Cliff Thomas made a motion, Jeanne Rast seconded to approve the minutes of April 12, 2022, as submitted. Motion Carried: 4-0.

4. Old Business
4.I. 397 N. Central Avenue Site Plan Review
Background:
Will Casady of SCP Hapeville Owner, LLC requested review of a revised site plan for the property located at 397 North Central Avenue, Parcel Identification Number is 4-0096-0006-003-4. The property is zoned U-V, Urban Village. *The Planning Commission approved this item on March 9, 2021.*

The revisions were based upon the following comments received from the Georgia Department of Transportation (GDOT):

1. Main entrance modification per Georgia Department of Transportation standards and approval.
2. Future commercial entrance revision per GDOT standards and approval; and
3. Reduce curb radius at the corner of LaVista Road and King Arnold Street per City of Hapeville's request for improved vehicular turns.

Staff recommended approval of the revised site plan.

MOTION ITEM: Jeanne Rast made a motion, Lucy Dolan seconded to approve the approve the revised site plan for 397 N. Central Avenue. Motion Carried: 4-0.

4.II. 781 – 819 N. Central Avenue Site Plan Review

Background:

North & Central Venture Partners, LLC requested review of a revised site plan for the properties located at 781 North Central Avenue, 789 North Central Avenue, 0 North Central Avenue, 803 North Central Avenue, 809 North Central Avenue and 813-819 North Central Avenue, Parcel Identification Numbers 14-0098-0011-011-8, 14-0098-00 11-012-6, 14-0098-0011-013-4, 14-0098-0011-014-2, 14-0098-0011-015-9 and 14-0098-00 11-018-3. The properties are zoned V, Village. *The Planning Commission approved this item on January 11, 2022.*

The site plan modification is to shift one unit from Building 4 to Building 6.

Staff recommended approval of the revised site plan.

Motion Item: Cliff Thomas made a motion, Jeanne Rast seconded to approve the revised site plan at 781-819 N. Central Avenue. Motion Carried: 6-0.

5. New Business

5.I. 330 Mt. Zion Road Site Plan Review

Background:

Thomas Davis III requested site plan review to construct a new, 2,036 single-family dwelling at 330 Mt. Zion Road, Parcel Identification Number 14-0094-0010-091-5. The building height, including foundation is listed as 29’ 11.75”. An optional 530-sf detached garage is also shown at the rear of the property. The property is zoned R-1, One-Family Residential and is subject to the Neighborhood Conservation Area, SubArea E of the Architectural Design Standards.

FINDINGS

The Applicant must provide, and/or the site plan must be revised to address the following:

- Correct project data sheet A.0.
- Provide driveway width.
- Provide breakdown of impervious surface.
- Address any outstanding issues in the arborist report.

Further, it is understood the building elevations will be reviewed by the Design Review Committee for compliance with the Architectural Design Standards and may require revision.

Motion Item: Cliff Thomas made a motion, Lucy Dolan seconded to approve the site plan request for 330 Mt. Zion Road subject to the conditions outlined in the Planner's report. Motion Carried: 6-0.

4.IV. 464 Porsche Avenue Conditional Use Permit

Background:

Will Casady of SCP Acquisitions, LLC requested approval of a Conditional Use Permit to construct a multifamily development at 0 South Central Avenue (14 009600050183) and 464 Porsche Avenue (14 009600050118). The properties are zoned U-V, Urban Village and are subject to the zoning regulations under Article 11.2 (U-V Zone, Urban Village), Section 93-11.2-5 (Conditional uses) of the City of Hapeville Zoning Ordinance.

Mr. Casady gave a presentation and overview on the proposed project. The utility easement will not be abandoned but relocated. Mr. Casady stated that they plan on working with the City to develop the walking trail proposed from Porsche Avenue to Loop Road.

Chairman Wismer stated the proposed greenway/walking trail should be lighted for safety.

Commissioner Dolan asked if modifications would be required for the windows. Mr. Casady stated a sound study will be performed due to the proximity to the air port and railroad.

FINDINGS

The applicant proposes to construct a mixed use apartment (247 units), retail development (2,000 to 4,000 SF) with a greenway trail. Prior to submission of the site plan and required approvals, the property will be replatted such all parcels will be consolidated. The properties are developed with multiple structures which will be demolished as part of the project.

Multifamily uses are permitted as a Conditional Use within the U-V Zoning District.

RECOMMENDATION

The proposed use of mixed use apartment, retail and commercial development is compatible with the U-V Zoning District and meets the intent of the district, the LCI Plan and the Comprehensive Plan. The proposed greenway offers an additional amenity to the property and the City at-large. The conditional use application is recommended for approval with a traffic study.

Public Comment

Melvin Traynum supported the overall project.

MOTION ITEM: Jeanne Rast made a motion, Lucy Dolan seconded to recommend approval of the conditional use permit request to the Mayor and Council to construct a multi-family development at 464 Porsche Avenue and 0 S. Central Avenue subject to completion of a traffic study. Motion Carried: 4-0.

5.III. 376 King Arnold St., 325 Sunset Ave., and 3394 LaVista Drive Preliminary Plat Review

Background:

Jim LaValle, representative for Alex Popham, requested preliminary plat review for the properties located at 376 King Arnold Street, 325 Sunset Avenue and 3394 LaVista Drive, Parcel Identification Numbers 14-0096-0006-014-1, 14-0096-0006-0009-1, and 14-0066-000 1-007-6. The properties are zoned P-D, Planned Unit Development.

The proposed plan will combine 3 parcels into 1 parcel north of King Arnold Street between Sunset Avenue and LaVista Road for the purpose of developing 25 single family homes into a Planned Unit Development.

FINDINGS

The applicant should provide information for the property owner and the new tract should be assigned a new address.

The applicant should address any outstanding issues raised in the Engineer's report.

Once the necessary revisions are made, the preliminary plat may be approved by the Planning Commission with the following waivers: allow for the existing right of way along LaVista Road to remain and allow for internal lots to have frontage on the private driveway. Any approval includes the understanding the applicant shall comply with all other zoning rules, regulations, covenants, and easements of record.

MOTION ITEM: Jeanne Rast made a motion, Lucy Dolan seconded to approve the preliminary plat for 376 King Arnold St., 325 Sunset Ave., and 3394 LaVista Drive and provide a waiver to allow for the existing right of way along LaVista Drive. In addition, the applicant must address the deficiencies outlined in the Engineer's and Planner's reports. Motion Carried: 4-0.

5.IV. 376 King Arnold St., 325 Sunset Ave., and 3394 LaVista Drive Site Plan Review

Jim LaValle, representative for Alex Popham, requested site plan review to construct 25 single family homes at 376 King Arnold Street, 325 Sunset Avenue and 3394 LaVista Drive, Parcel Identification Numbers 14-0096-0006-014-1, 14-0096-0006-0009-1, and 14-0066-000 1-007-6. The properties are zoned P-D, Planned Unit Development.

The site includes 25 single family dwellings fronting on the adjoining streets or a common interior drive. The site-specific standards were set by the Design Review Committee at their March 16, 2022 meeting. The single family dwellings to be located on the site are subject to the requirements for Neighborhood Conservation Area of the Architectural Design Standards.

Please note: the site plan application incorrectly lists the acreage as 2.43 acres. The correct acreage is 1.70 acres.

A 5'sidewalk is shown along the perimeter of the project along all King Arnold Street and Sunset Avenue but not along LaVista Drive. Two parking spaces per dwelling unit are required for development. Parking spaces are either provided in attached garages or parking pads adjacent to the dwellings. Fourteen (14) parallel parking spaces have been provided along King Arnold Street. For refuse collection, individual cans will be used. Community Services Director will coordinate to determine whether City garbage or private garbage collection will be required.

FINDINGS:

Staff recommends approval of the site plan with the following conditions.

- Sidewalk should be shown along LaVista Drive.
- Community Services Director will determine public or private garbage collection.
- Provide impervious surface allocation by site area type.
- Address any outstanding issues with Tree Conservation Ordinance as per City Arborist report.
- Address any outstanding issues on the Engineer's Report.

It is understood the building elevations will be reviewed by the Design Review Committee for compliance with the Architectural Design Standards and the sign permit applications will be reviewed separately.

The following P-D requirements will be addressed during Design Review:

- Sides of dwellings facing driveways or public right of way must include additional design elements to be approved at the Design Review Committee Meeting.

Public Comment:

A public comment was read into the record by Adrienne Senter from Tyler Tarwater. Mr. Tarwater requested that at least one sidewalk remain open on King Arnold Street during the construction of the homes.

End of public comment.

Mr. LaValle stated he will work with the neighboring developer (South City) regarding the issues related to sidewalk access.

MOTION ITEM: Cliff Thomas made a motion, Lucy Dolan seconded to approve the site plan for 376 King Arnold St., 325 Sunset Ave., and 3394 LaVista Drive subject to the deficiencies outlined in the staff reports. Motion Carried: 6-0.

7. Next Meeting Date – Tuesday, July 19, 2022 at 6:00PM

8. Adjourn

MOTION ITEM: Miller Radford made a motion, Jeanne Rast seconded to adjourn the meeting at 7:33 p.m. Motion Carried: 4-0.

Respectfully submitted by,

_____ _____

Brian Wismer, Chairman Adrienne Senter, Secretary

DRAFT

ALAN HALLMAN
MAYOR

MIKE RAST
ALDERMAN AT LARGE

BRETT REICHERT
COUNCILMAN AT LARGE

MARK ADAMS
COUNCILMAN WARD I

CHLOE ALEXANDER
COUNCILMAN WARD II

MAYOR AND COUNCIL WORK SESSION

Join in person at 700 Doug Davis Drive, Hapeville, GA 30354 Or, visit the City's Website for live stream at https://hapevillega.civicclerk.com/Web/Player.aspx?id=646&key=-1&mod=-1&mk=-1&nov=0

June 21, 2022 6:00 PM

MINUTES

1. **CALL TO ORDER:** by Mayor Hallman at 6:01 PM
2. **ROLL CALL:** All Members of Council were present, which constituted a quorum.
   - ✓ Alan Hallman
   - ✓ Mike Rast
   - ✓ Brett Reichert
   - ✓ Mark Adams
   - ✓ Chloe Alexander(Present via Videocall)
3. **WELCOME:** Mayor Hallman welcomed all to the June 21st Meeting
4. **PRESENTATIONS:**

   4.I. Hero Award- Presented by Hapeville Fire Department.

   Battalion Chief Mike Donaldson presented the Hero Award to seven-year-old Samantha Pennix and her family. Samantha was a crucial contributor to saving her mother's life. On May 18th, 2022, fire and rescue units were dispatched to the area of 3440 North Fulton avenue for a female pinned underneath a vehicle. Upon the arrival of battalion one, a seven-year-old female was found waving down respondent units. The young female identified as Samantha Pennix, directed fire and rescue to her mother's location. If it was not for the actions of Samantha, the situation could have been tragic. Impressed and honored by her courage, the Hapeville Fire Services deems it essential to pay tribute to Samantha for her quick thinking and bravery with a Hero Award.

5. **PUBLIC HEARING:**

   5.I. Consideration and Action on the 2022-2023 Budget Ordinance - Second Reading

   Staff Comment: Finance Director, Randy Brewer presented the Council with the fiscal year 2022-2023 Budget. He stated that no changes were made from the 1st reading. Mr. Brewer did note that regarding City's property tax receipts, the city did receive our preliminary digest and, will be going over those numbers soon.

   Public Comments: There were no public comments made on this item.

   MOTION: Alderman Rast made a motion to approve on the 2022-2023 Budget Ordinance, Councilman Adams provided a second. **Motion carried 4-0.**

6. **QUESTIONS ON AGENDA ITEMS:** None
7. **CONSENT AGENDA:**

   7.I. Consideration and Action to approve June 7, 2022, Council Meeting minutes.

DRAFT

7.II. Consideration and Action to approve June 7, 2022, Executive Meeting minutes.

MOTION: Councilman Reichert made a motion to approve the consent agenda, Councilman Adams provided a second. **Motion carried 4-0.**

8. OLD BUSINESS:

8.I. Discussion on Short Term Rental Ordinance.

City Manager, Tim Young introduced the Governing Body to a draft of the Short-term rental Ordinance. Mr. Young acknowledged that Council may have some suggestions and recommendations depending on Councils' position. He further stated that Council should expect a final draft ordinance for consideration and action at the next meeting.

Council recommendations consist of:

- Adding clarification on Line 42. Define *"residential dwelling unit"*
- Adding annually renewal. - Line 55
- Line 67, add *or other shared online platforms*.
- Homestead exemption and water bill must be submitted with application
- Add an affidavit to verify proof of ownership.
- The initial fee will be $500.00, and the renewal fee would be a less amount- Line 88
- Line 63- Applicant's information needs to be verify
- If false information is placed on the application, The City has the ability to revert, revoke the permits immediately.

DISCUSSION: This was a discussion item only; No action was taken.

9. NEW BUSINESS:

9.I. Consideration and Action to Approve the Event Request for the Freemont Foundation *"Represent Yourself 5K"*.

MOTION: Councilman Adams made a motion to approve the Event Request for the Freemont Foundation *"Represent Yourself 5K"*., Councilman Reichert provided a second. **Motion carried 4-0.**

9.II. Consideration And Action To Enter Into A Memorandum Of Understanding With Hapeville Elementary School To Allow For Emergency Evacuation Of School Facilities To The Hoyt Smith Recreation Center

MOTION: Alderman Rast made a motion to approve a Memorandum Of Understanding With Hapeville Elementary School To Allow For Emergency Evacuation Of School Facilities To The Hoyt Smith Recreation Center Councilman Adams provided a second. **Motion carried 4-0.**

9.III. Consideration and Action on a Resolution Authorizing Special Counsel to Represent the City in Local Option Sales Tax Negotiations

MOTION: Alderman Rast made a motion to approve a Resolution Authorizing Special Counsel to Represent the City in Local Option Sales Tax Negotiations , Councilman Adams provided a second. **Motion carried 4-0.**

9.IV. Discussion on a Proposed Amendment to Hapeville's Alcohol Ordinance.

MOTION: Alderman Rast made a motion to table this item, Councilman Reichert provided a second. **Motion carried 4-0.**

9.V. Consideration and Action to approve a new Computer Server.

Joe Scimeca, Virtual Chief Information Officer for the City of Hapeville, advised Council that the current servers in City Hall and the Police department are dated and need to be replaced. Mr. Scimeca stated that the new server is called scale computing technology, which

essentially allows a four-node system. He further indicated that one node would be at the police department, and three would be at city hall. If one server(node) fails, the other three nodes will pick up the failing node. The new server would allow replication of information, network, and uplinks to support higher demand solutions and also has improvement disaster recovery procedures in case of a catastrophic event. Mr. Scimeca feels that this would be the best and most affordable option for the City.

MOTION: Councilman Alexander made a motion to approve a new Computer Server., Councilman Adams provided a second. **Motion carried 4-0.**

9.VI. Consideration and Action to approve P.E. Structures & Associates, LLC in the amount of $ 1,038,715 for the construction of the Hapeville Splash Pad and sign all necessary contracts pending legal review.

MOTION: Councilman Adams made a motion to approve P.E. Structures & Associates, LLC in the amount of $ 1,038,715 for the construction of the Hapeville Splash Pad and sign all necessary contracts *pending legal review.,* Councilman Reichert provided a second. **Motion carried 4-0.**

9.VII. Discussion on facilities and Park Rental Fees

Recreation Director Tod Nichols informed Council that there had been a steady rise of non-residential event requests for Jess Lucas Park. Mr. Nichols suggested that the gazebo only be permitted for rental for residents. He stated that the park is for the residents, and if the nonresident is allowed to rent the gazebo, they should pay rental fees, which are attached to the agenda packet. Mr. Nichols advises Council that he does not believe the entire park should be available for rental because it is a public park. Mr. Nichols stated that the use of the park should always be available to residents.

DISCUSSION: This was a discussion item only; No action was taken.

9.VIII. Discussion to cancel the August 16th Mayor and Council Meeting.

City Manager Mr. Young asked Council for their thoughts on canceling one meeting in the month of August. Mr. Young stated that several of our neighboring municipalities have a reduced meeting schedule in the summer period. Some take 1- 2 months off from meetings, and he suggested the possibility of canceling the August 2 or 16 meeting and resuming the regular schedule in September.

DISCUSSION: This was a discussion item only; No action was taken.

10. CITY MANAGER REPORTS: City Manager, Tim Young spoke about the Following items:

- The City will have a larger tax base this upcoming year. This could mean there's a good chance the city is able to that the lower the millage rate.
- In the next coming weeks, Mr. Young, the City Clerk and Council will in be Savannah for the 2022 GMA Convention.
- Mr. Young wished everyone and safe and happy 4th of July.

11. PUBLIC COMMENTS:

1. Shelia Mants
2. Melvin Traynum

12. MAYOR AND COUNCIL COMMENTS:

13. EXECUTIVE SESSION: An Executive Session was not conducted at this meeting.

14. ADJOURN:

MOTION: Councilman Adams made a motion to adjourn at 7:47PM, Councilman Reichert provided a seconded**. Motion carried 4-0.**

Respectfully submitted,

_____

Alan Hallman, Mayor

_____

Sharee Steed, City Clerk

ALAN HALLMAN
MAYOR

MIKE RAST
ALDERMAN AT LARGE

BRETT REICHERT
COUNCILMAN AT LARGE

MARK ADAMS
COUNCILMAN WARD I

CHLOE ALEXANDER
COUNCILMAN WARD II

HAPEVILLE CITY COUNCIL
2022 STRATEGIC PLANNING RETREAT

Epicurean Atlanta
1117 West Peachtree Street
Atlanta, GA 30309

May 21, 2022 9:00 AM

DRAFTED MINUTES

1. **CALL TO ORDER:** by Mayor Hallman at 9:00 am
2. **ROLL CALL:** All Members of Council were present, which constituted a quorum.
   - ✓ Alan Hallman
   - ✓ Mike Rast
   - ✓ Brett Reichert
   - ✓ Mark Adams
   - ✓ Chloe Alexander
3. **WELCOME:** Mayor Hallman welcomed all to the Hapeville City Council 2022 Strategic Planning Retreat.
4. **NEW BUSINESS:**

4.I. Introduction - City Growth

The introduction regarding City growth was presented to Council by City Planner Dr. Lynn Patterson. Please see the attached presentation. Planning Highlights, Opportunities and Future Directions for the City of Hapeville.

4.II. Planning /Zoning /Comprehensive Plan

This discussion regarding planning, zoning and the comprehensive plan was a general dialogue between staff and Council. Staff and the governing body created an action plan to address all matters and concerns. *Please see the facilitator's report.*

4.III. Roads /Traffic /Parking

This discussion regarding roads, traffic, and parking was a general dialogue between staff and Council. Staff and the governing body created an action plan to address all matters and concerns. *Please see the facilitator's report.*

4.IV. Keeping Interest in Hapeville

This discussion regarding keeping interest in hapeville was a general dialogue between staff and Council. Staff and the governing body created an action plan to address all matters and concerns. *Please see the facilitator's report.*

4.V. Future Vision

This discussion concerning future vision of the city was a general dialogue between staff and Council. Staff and the governing body created an action plan to address all matters and concerns. *Please see the facilitator's report.*

5. **PUBLIC COMMENTS:** No public comments were given at this meeting.

6. **EXECUTIVE SESSION:** *When Executive Session is Required one will be called for the following issues: 1) Litigation O.C.G.A. §50-14-2; 2) Real Estate O.C.G.A. §50-14-3(b)(1); or 3) Personnel O.C.G.A. §50-14-3(b)(2).*

MOTION: Councilman Adams made a motion to go into executive session at 2:09 PM for personnel matters, Councilman Alexander seconded. **Motion carried 4-0.**

MOTION: Alderman Rast made a motion to exit executive session at 2:36 PM and enter back into strategic planning retreat meeting. Councilman Alexander seconded. **Motion carried 4-0.**

7. **ADJOURN::**

MOTION: Councilman Reichert made a motion to adjourn at 5:00PM, Councilman Adams provided a second**. Motion carried 4-0.**

Respectfully submitted,

_____

Alan Hallman, Mayor

_____

Sharee Steed, City Clerk

Planning Highlights, Opportunities and Future Directions for the City of Hapeville

City of Hapeville Retreat

Lynn M. Patterson, PhD

May 21, 2022

Fundamental Questions

- Where has Hapeville been?
- Where is Hapeville headed?

Hapeville's Strengths and Weaknesses

Strengths

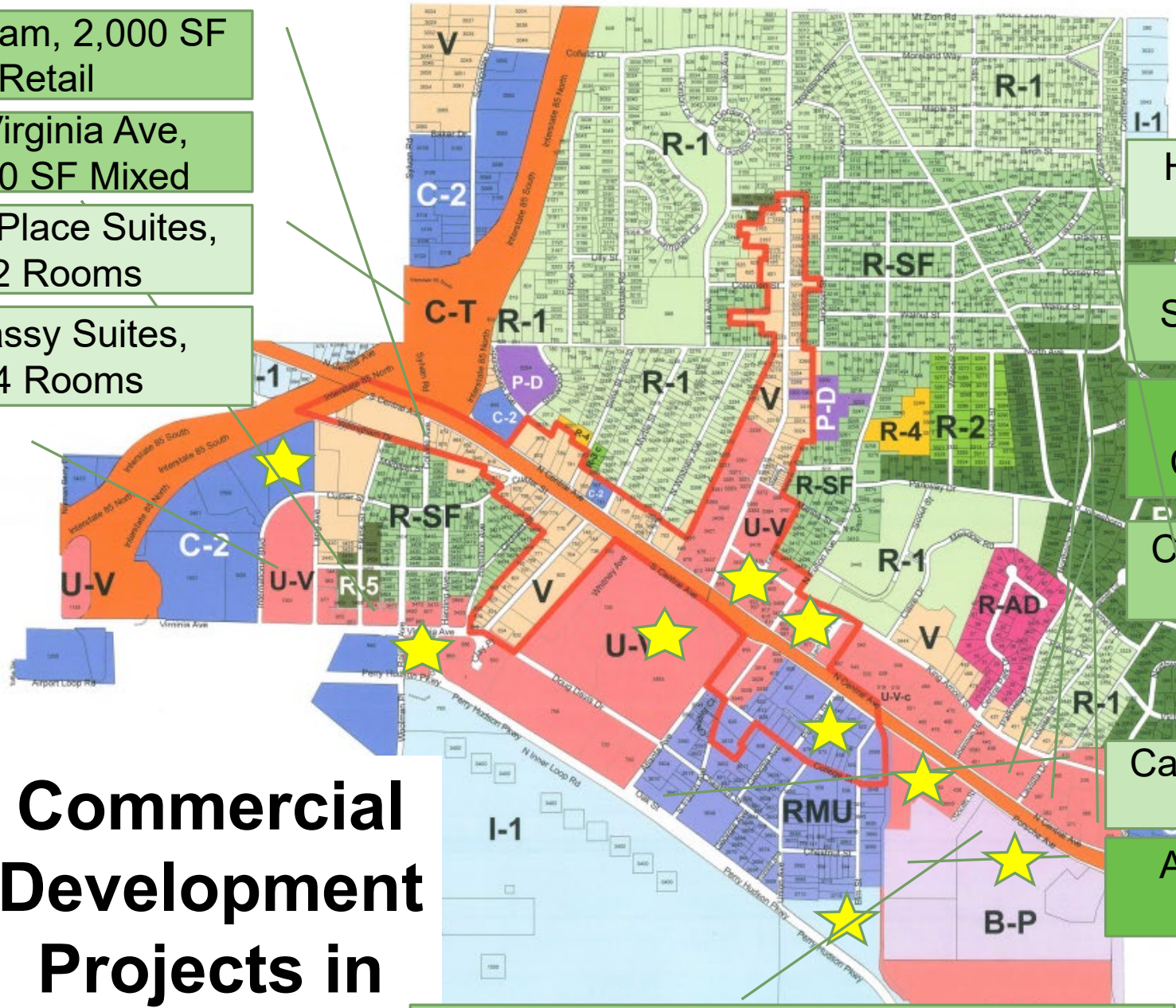
- Small town charm / sense of community
- Location
- Safety
- Arts emphasis
- Downtown

Weaknesses

- Lack of Retail and Commercial
- Schools
- Parking
- Sidewalks
- Increasing traffic
- Infrastructure limitations
- Housing affordability

Current Directions and Projects

Commercial Development Projects in Hapeville



Willingham, 2,000 SF Retail

925 Virginia Ave, 22,000 SF Mixed

Towne Place Suites, 112 Rooms

Embassy Suites, 174 Rooms

Holiday Inn Express, 112 Rooms

SCP, 5,000 SF Retail

SCP, 20,000 SF Commercial (future)

Chick Fil A, 11,200 SF Retail

Cancer Center, 13,200 SF

APCU, 130,000 SF Office

Porsche Service Center, Track Expansion, Classic Car Restoration and Garage

Housing Development Projects in Hapeville

Stillwood Farms, 57 S/F

North Central, 68 T/H

Willingham, 25 T/H

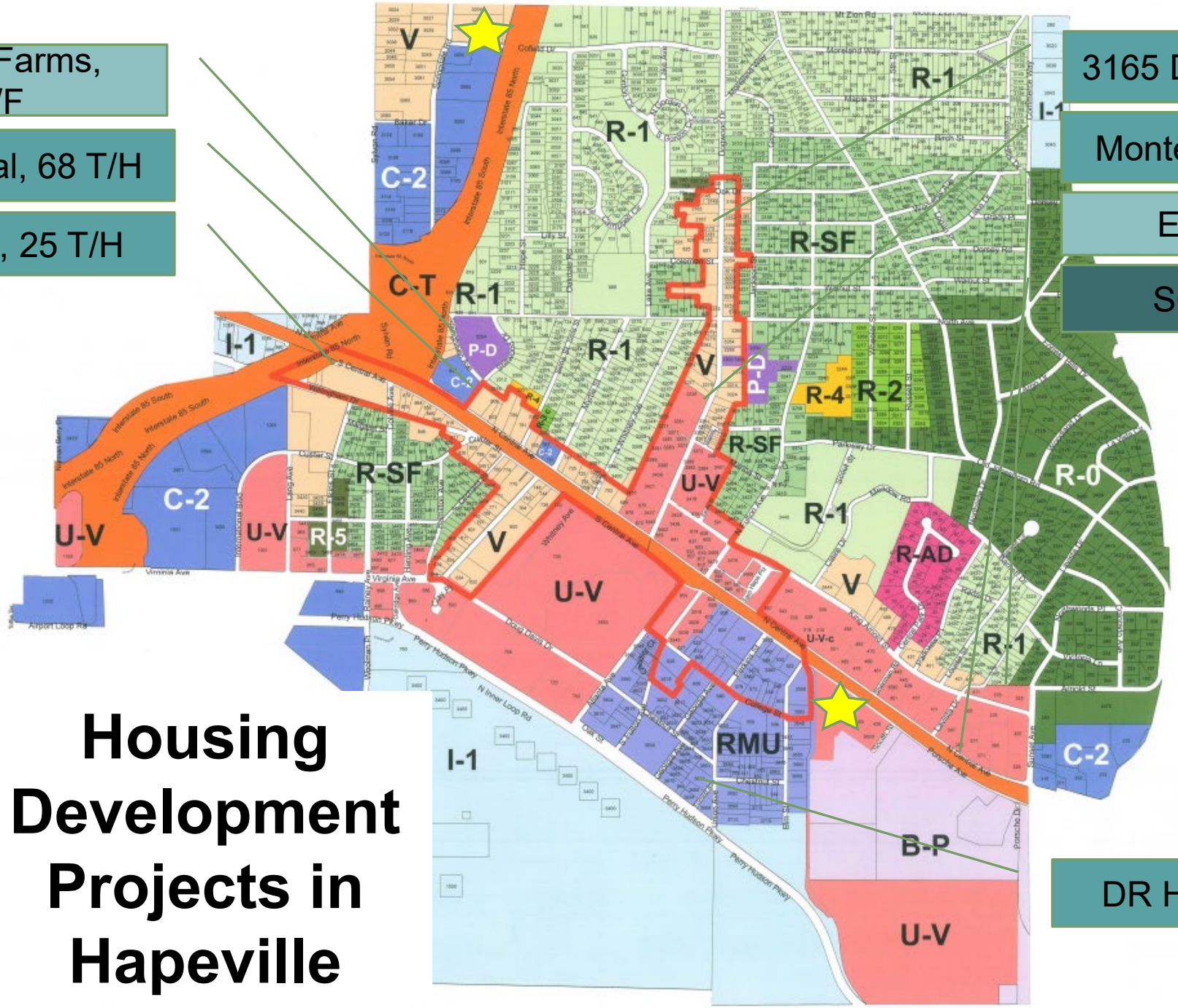
3165 Dogwood, 25 T/H

Monte Hewitt, 60 T/H

EPIC, 25 S/F

SCP, 284 M/F

DR Horton, 115 T/H

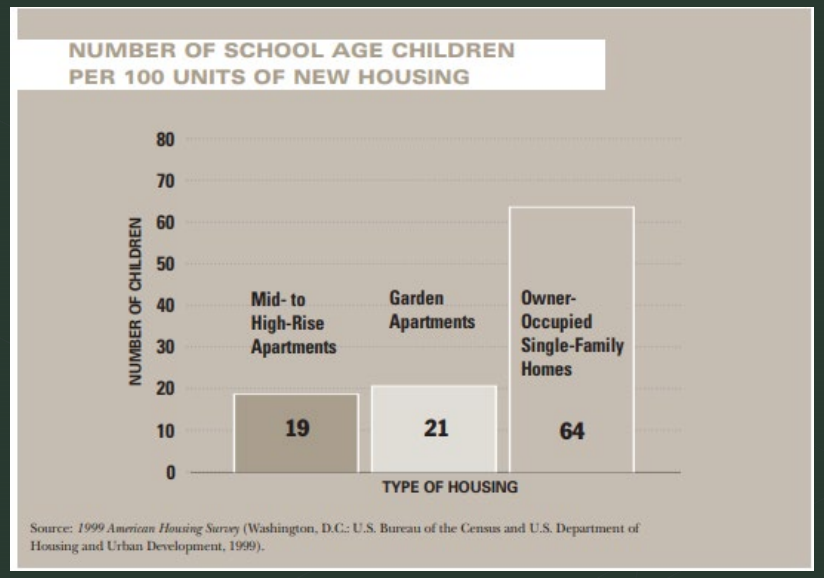


Multi-Family Myths and Misconceptions

1. ULI: “Higher-Density Development | Myth and Fact” https://uli.org/wp-content/uploads/ULI-Documents/HigherDensity_MythFact.ashx_.pdf
2. Harvard: “Overcoming Opposition to Multifamily Rental Housing” https://www.jchs.harvard.edu/sites/default/files/rr07-14_obrinsky_stein.pdf
3. ULI: “The Economics of Inclusionary Development” https://uli.org/wp-content/uploads/ULI-Documents/Economics-of-Inclusionary-Zoning.pdf
4. MIT: “The Impact of Multifamily Development on Single Family Home Prices in the Greater Boston Area” http://dspace.mit.edu/bitstream/handle/1721.1/32097/62119691-MIT.pdf?sequence=2
5. George Mason: “Examining the Impact of Mixed Use/Mixed Income Housing Developments in the Richmond Region” http://cra.gmu.edu/pdfs/researach_reports/recent_reports/Richmond_PHA_April_2010.pdf

Multi-Family Myths and Misconceptions

- Overburdens public schools, public services and infrastructure
- Lowers single family property values
- Lower income households
- Creates traffic and congestion
- Increases crime rates



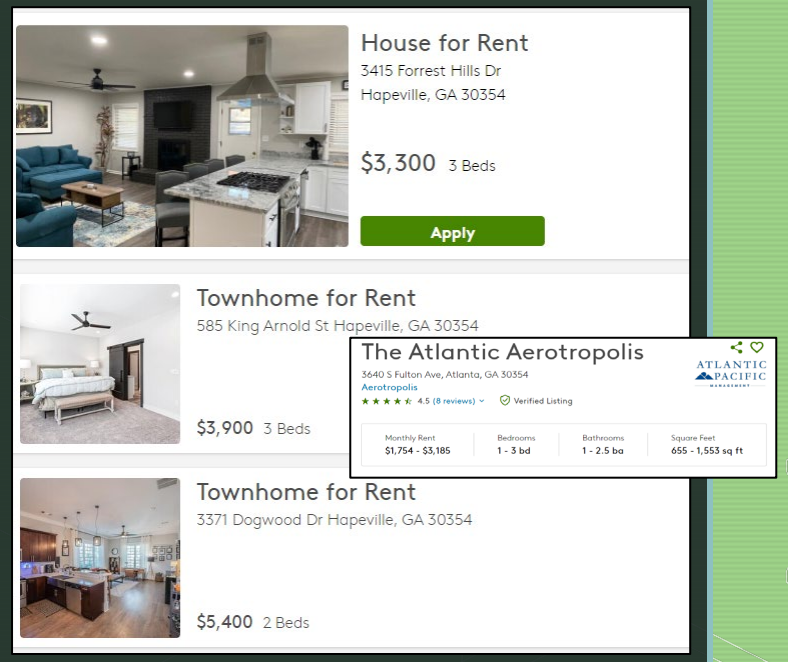
- https://uli.org/wp-content/uploads/ULI-Documents/HigherDensity_MythFact.ashx_.pdf

Housing Affordability in Hapeville

What does the Census tell us (2020)

43% of Household Income is spent on Housing and Transportation

- Population – 6,653
- Median Household Income - $64,235
  - Median Monthly Income - $5,352
- Poverty as percent of population - 18.8% (US, 11.4%)
- Housing and Transportation Costs
  - **Housing costs not to exceed $1,605/month**
    - Housing Costs (with Mortgage, 2020) -$1,316/month*
    - Housing Costs (without Mortgage, 2020) - $360/month
    - Transportation costs on average $1,016 (19% of income)
- Owner occupancy – 52.6% (US, 64.4%)



PEOPLE		
Population		
Population Estimates, July 1 2021, (V2021)	**NA**	**331,893,745**
Population estimates base, April 1, 2020, (V2021)	NA	331,449,281
Population, percent change - April 1, 2020 (estimates base) to July 1, 2021, (V2021)	NA	0.1%
Population, Census, April 1, 2020	6,553	331,449,281
Population, Census, April 1, 2010	6,373	308,745,538
Age and Sex		
Persons under 5 years, percent	9.2%	6.0%
Persons under 18 years, percent	28.0%	22.3%
Persons 65 years and over, percent	8.9%	16.5%
Female persons, percent	44.7%	50.8%
Race and Hispanic Origin		
White alone, percent	34.4%	76.3%
Black or African American alone, percent (a)	37.3%	13.4%
American Indian and Alaska Native alone, percent (a)	0.0%	1.3%
Asian alone, percent (a)	2.9%	5.9%
Native Hawaiian and Other Pacific Islander alone, percent (a)	0.0%	0.2%
Two or More Races, percent	18.0%	2.8%
Hispanic or Latino, percent (b)	27.1%	18.5%
White alone, not Hispanic or Latino, percent	24.6%	60.1%
Population Characteristics		
Veterans, 2016-2020	315	17,835,456
Foreign born persons, percent, 2016-2020	20.7%	13.5%
Housing		
Housing units, July 1, 2019, (V2019)	X	139,684,244
Owner-occupied housing unit rate, 2016-2020	52.6%	64.4%
Median value of owner-occupied housing units, 2016-2020	$150,300	$229,800
Median selected monthly owner costs -with a mortgage, 2016-2020	$1,316	$1,621
Median selected monthly owner costs -without a mortgage, 2016-2020	$360	$509
Median gross rent, 2016-2020	$1,153	$1,096
Building permits, 2021	X	1,736,982
Families & Living Arrangements		

Areas in Need of Direction From Council

- Wise Growth
- Housing Affordability
- Retail and Commercial
- Short Term Rentals
- Adequate Infrastructure
- City Services, Staffing, and Funding

Discussion and General Comments

Thank you!

Hapeville georgia

Carl Vinson Institute of Government
UNIVERSITY OF GEORGIA

City of Hapeville
Mayor and Council Retreat Report
Epicurean Atlanta,
1117 West Peachtree Street,
Atlanta, GA 30309
May 21, 2022

Retreat Attendees:

Alan Hallman	Mayor
Mark Adams	Councilman, Ward 1
Chloe Alexander	Councilwoman, Ward 2
Brett Reichert	Councilman – At-Large
Mike Rast	Alderman
Tim Young	City Manager
Sharee Steed	City Clerk
Adrienne Senter	Planning and Economic Development Manager
Lynn Patterson	City Planner
Lee Sudduth	Dir. of Community Services
Rick Glavosek	Chief of Police

AGENDA

8:00 AM – 9:00 AM	Breakfast
9:00 AM – 9:15 AM	Introduction
9:15 AM – 10:15 AM	Planning / Zoning / Comprehensive Plan
10:15AM – 10:30 AM	Break
10:30 AM – 12:00 PM	Roads / Traffic / Parking
12:00 PM – 1:00 PM	Lunch
1:00 PM – 1:45 PM	Keeping Interest in Hapeville
1:45 PM- 2:00 PM	Break
2:00 PM- 3:00 PM	Keeping Interest in Hapeville *cont....*
3:00 PM- 3:15 PM	Break
3:15 PM- 4:45 PM	Future Vision
5:00 PM	Adjourn

Joint Agreement/Collaboration between Council and Staff to
effectively achieve the goals of the City of Hapeville. Items are captured here are agreed upon as the future goals of the City of Hapeville.

Future Plans for the City of Hapeville
Opportunities to create:
- Scalable Retail and Marketplace
- Sidewalk Project to create a "walking city"
- A Town Center (a place for gathering)
- Moderate to Affordable Housing Policy
- Landscape projects across the City

What Council Needs from Staff:
- Options for Affordable Housing (July 2022)
- An Active Status Project List – Add to Green Sheet for monthly updates
- Zoning Maps with definitions
- Clarification of Lot Size Requirements

What Staff Needs from the Council
Policies related to:
- Wise growth
- Housing affordability
- Direction for Retail and Commercial development

City Attorney to provide Legal Clarification for:
- Short Term Rental
- Housing Affordability

Established Timeline: July 2022 – December 2022

Projects Ending:
TSPLOST (Phase I) - All funds are now fully encumbered
Projects to be completed:
- Citywide street paving for Coville, Willingham and other areas of need

Future Projects:
TSPLOST (Phase II) – High Priority

- King Arnold – Street Scape (Lee)
- I-85 Sound Wall (Mayor)
- South Central and Virginia Ave
    - Railroad – Driver and Pedestrian Safety

Public Spaces – FY 23 - 24
- George Hudson area/Maddux Park (Lee)
- Bring to ADA Compliance
- Create a Walking Trail

- Add Lighting – (Lighting can be done in incoming weeks/months)
- Add a Splash Pad
    - Name naming of the Splash Pad upon completion at the end of Summer 2022

- **Erect a City Marker Sign**
    - I-85 Placemaking sign (Lee)

Areas of Concern: ROADS/TRAFFIC/PARKING
Create ordinances to address areas of congestion in the Aerotropolis/Downtown vicinities

- Hire an additional Code Enforcement Officer to assist with traffic management and enforcement
- Institute No Parking and Limited Parking in high traffic areas.
- Implement Paid Parking to address Rideshare neighborhood freeloading

PUBLIC POINTS OF INTEREST
- **Rail Road Depot**
    - Address Human Resource
        - Post and hire an employee within 30 days (City Manager)
- **Container**
    - Establish boundaries and structures for operation

    - – First draft of policy document by May 31,2022.

    - Convene a meeting with Main Street (less than 30 days)
    - Prepare and send a letter to Main Street to inform them of Council decision (City Manager)

- **Alley**
    - Develop an application process for the use (scheduling) of the Alley – June 2022
    - Establish Use Time and Space
      (For Discussion/Approve/ by Council – July 2022 Meeting)

Future Vision – Development Areas
- **Build a new City Hall**
    - Central to downtown by pedestrians
    - Adjacent to green space/landscape
    - Add Parking – 2 to 3 floors

- **Create a new City Center** that encompasses City Hall
  2 – 5-year Plan

- **Entrepreneurial Village**
    - **Dearborn Plaza**
        - Create a Proforma – August 2022
- **Convene a meeting with the Development Authority (**following creation of Proforma**) – Chloe**

- Transition or Reproduce a permanent space i.e., **(Guard Shack)** – Bring in the history of Hapeville into a new space or pay homage to Ford

Village Church
- Further investigation needed to determine revenue potential

Dogwood/North Avenue
- Pursue possible collaboration with Market 166
- Explore development opportunities within 6 months

Tree Canopy
- **Explore working with Trees Atlanta**
- Strengthen tree ordinance to have Developers replant trees or reduce tree removal

Bike Lane/Paths
- Increase bike lanes and pike paths into future development projects
- Review signage for bike lanes and paths around pick criterium route(s)

Golf Cart
- Remove Golf Cart ordinance to remove golf cart City map.

ACTION PLANS

WHAT	WHO	WHEN
FUTURE PROJECTS		
TSPLOST (I): Projects Ending Coville, Willingham (& other areas of need)	Dir. Com. Servs.	Summer 2022
Legal Clarification for: - Short Term Rental - Housing Affordability	City Attorney	July 2022 – Dec. 2022
PUBLIC SPACES		
- **Erect a City Marker Sign** - I-85 Placemaking sign	Dir. Com. Servs.	TBD
- Add a Splash Pad	Dir. Com. Servs.	Sept 2022

○ Name naming of the Splash Pad upon completion		
- George Hudson area/Maddux Park (Lee) - Bring to ADA Compliance - Create a Walking Trail - **Add Lighting – (Lighting can be done in incoming weeks/months)**	Dir. Com. Servs.	FY 2023 – 2024 FY 2023 – 2024 FY 2023 – 2024 **Summer 2022**
AREAS OF CONCERN		
ROADS/TRAFFIC/PARKING		
Create ordinances to address areas of congestion in the Aerotropolis/Downtown vicinities - Hire an additional Code Enforcement Officer to assist with traffic management and enforcement - Institute No Parking and Limited Parking in high traffic areas. - Implement Paid Parking to address Rideshare neighborhood freeloading	City Attorney/Council City Manager Police Chief/Dir. Com. Servs. Police Chief/Dir. Com. Servs.	FY 23 – 24 July 2022 FY 23 FY 23
PUBLIC POINTS OF INTEREST		
- **Rail Road Depot** ○ Additional staff needed ▪ Post and hire an employee	City Manager	Within 30 days
- **Container** ○ Establish boundaries and structures for operation ○ **First draft of policy document**	City Manager City Manager	 **May 31, 2022**

○ Convene a meeting with Main Street ○ Prepare and send a letter to Main Street to inform them of Council decision	City Manager City Manager	**Less than 30 days** **Less than 30 days**
- **Alley** ○ Develop an application process for the use (scheduling) of the Alley ○ Note: Application to be submitted to City Clerk ○ Establish Use Time and Space **(For discussion/Approve by Council**)	City Manager/Council Alexander Full Council/City Manager	June 2022 July 2022
FUTURE VISION – DEVELOPMENT AREAS		
WHAT	**WHO**	**WHEN**
- **Build a new City Hall** ○ Central to downtown by pedestrians ○ Adjacent to green space/landscape ○ Add Parking – 2 to 3 floors	City Planner	2 – 5 Year Plan
- **Entrepreneurial Village** ○ **Dearborn Plaza** ▪ Create a Proforma - **Convene a meeting with the Development Authority (**following creation of Proforma**)** - Transition or Reproduce a permanent space i.e., **(Guard Shack)** – Bring in the history of Hapeville into a new space or pay homage to Ford	Council - Alexander Council - Alexander Dir. Com. Servs.	August 2022 Sept. 2022 FY 23 FY 24

Village Church - Further investigation needed to determine revenue potential		**TBD**
Dogwood/North Avenue - Pursue possible collaboration with Market 166 - Explore development opportunities	City Manager/Council - Alexander	**Within 6 months**
Tree Canopy - **Explore working with Trees Atlanta** - Strengthen tree ordinance to have Developers replant trees or reduce tree removal	City Planner	Dec. 2022
Bike Lane/Paths - Increase bike lanes and pike paths into future development projects - Review signage for bike lanes and paths around pick criterium route(s)	Dir. Com. Servs.	FY 23 – FY 24
Golf Cart - Remove Golf Cart ordinance to remove golf cart City map.	Dir. Com. Servs./City Attorney/City Clerk	June 2022

Reflections

- Board shared personal thoughts and observations from their time together at the conclusion of the 1 Day Retreat

Other

- Evaluation of retreat
- Tentative schedule for 2022 retreat: (Time to be determined)

From: noreply@civicplus.com
To: Sharee Steed
Subject: Online Form Submittal: Event Request Form
Date: Friday, May 20, 2022 11:59:53 AM

Event Request Form

All requests for the use of City Staff, services, utilities or the placement of a banner on City property must be approved by the Mayor and Council, prior to the use of the same. Please submit this Request to the City Clerk's Office two weeks prior to the meeting of the Mayor and Council; being placed on the agenda does not ensure approval of request. The Mayor and Council may assess fees for the use of City Staff, services, utilities, and property. The Mayor and Council meet the first and third Tuesdays of each month.

Date	5/20/2022
CONTACT INFORMATION	
Contact Person	Lance Robbertson
Name of Organization	Hemp Minority Alliance
Mailing Address	[redacted]
Telephone #:	[redacted]
Cell #:	[redacted]
Fax #:	*Field not completed.*
E-mail Address	[redacted]
(Section Break)	
EVENT INFORMATION	
Name of the Event:	Hapeville Hemp Festival of Health and Wellness
Date of the Event:	October 1, 2022
Start time:	10a
End time:	7p
Location of the Event:	Jesse Lucas Y - Teen
How many attendees?	100

Banner:	No
If yes, where is the banner to be placed?:	*Field not completed.*
Specify dates banner will hang in proposed location:	*Field not completed.*
If placing a banner on City property, provide a description of the banner (measurements, color, etc.):	*Field not completed.*
Upload a pdf version of the banner:	*Field not completed.*

**Banners placed on the Jess Lucas Park fence facing S. Central Avenue must be placed to the left of the telephone pole of Christ Church.*

Will there be alcohol at this event?	No
Will there be a DJ/Music at this event?	Yes
Additional information about this event:	*Field not completed.*

(Section Break)

CITY SERVICES: (check all that apply)	Electricity
If requesting City Staff, please specify:	*Field not completed.*
If requesting road closures, please specify which roads:	*Field not completed.*

***An application for temporary road closure will need to be filled out at the Hapeville Police Department located at 700 Doug Davis Drive, Hapeville.*

(Section Break)

Field not completed.

OFFICE USE ONLY

Date Heard by Mayor and Council:	*Field not completed.*
Notice Sent to Applicant on:	*Field not completed.*

Email not displaying correctly? View it in your browser.

POSTED 6/13/22 Shonee Steed

NOTICE OF SEALED BID FOR SALE OF REAL PROPERTY BY CITY OF HAPEVILLE

Notice is hereby given as required by Chapter 7 of Title 32 of the Official Code of Georgia Annotated that the City of Hapeville invites the public to submit sealed bids for real property as described below:

> Land lying and being in Land Lot 66 of the 14th Land District of Fulton County, Georgia, owned by the City of Hapeville and specifically identified as a portion of Arnold Street.

The sealed bids shall be submitted to the City via certified mail, return receipt requested, in a sealed envelope with the words "SEALED BID FOR PORTION OF ARNOLD STREET" clearly marked on the outside. The sealed bid envelopes shall be received via certified mail, return receipt requested, by the City no later than Wednesday, June 22, 2022. For those submitting a sealed bid, such persons or entities may obtain a Sealed Bid Form, an appraisal of the property, and all other written materials connected with the proposed sale at Hapeville City Hall located at 3648 North Fulton Avenue, in Hapeville, Georgia. The sealed bids will be opened at Hapeville City Hall in the conference room located on the first floor, on Thursday, June 23, 2022, at 10:00 a.m. The minimum acceptable price is $90,200.00. Submitted proposals must include a proposed site plan for the use of the Property incorporating at least one adjoining parcel, and information showing permission or control regarding the use of such adjoining property. The proposed plan and use of the Property must be consistent with the City of Hapeville's Comprehensive Plan, the 2017 LCI Plan, and all of the City of Hapeville's ordinances. The Property must be accepted "AS IS" and with a full release of the City from liability for any reason whatsoever.

Once the highest responsible bidder is officially accepted by the Mayor and Council at a regularly scheduled meeting, the closing transaction shall occur at the law office of Smith, Welch, Webb and White, located at 2200 Keys Ferry Court, McDonough, Georgia. The closing shall take place within ninety (90) days from the date that the City Council accepts the bid. All costs associated with closing shall be paid by the highest responsible bidder. The closing shall be by cash sale only. The City Council reserves the right to reject any and all bids or to cancel any proposed sale for any reason whatsoever.

This 8th day of June, 2022.

Tim Young, City Manager
City of Hapeville

{Doc: 03056581.DOCX}

Sealed Bid For Portion of Arnold street.

RECEIVED
10/16/2022
Shane S.

NOTICE OF SEALED BID FOR SALE OF REAL PROPERTY BY CITY OF HAPEVILLE

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This 8th day of June, 2022.

Tim Young, City Manager
City of Hapeville

{Doc: 03056581.DOCX}

ALTA Survey Completed

RECORDATION AREA

ALTA COMMITMENT FOR TITLE INSURANCE

COMMENTS CONCERNING EXCEPTIONS FROM CHICAGO TITLE INSURANCE COMPANY COMMITMENT NUMBER: 2021.10,030, EFFECTIVE DATE OCTOBER 8, 2021.

9. All those matters as shown on those certain plats filed and recorded in Fulton County, Georgia, records in (a) Plat Book 9, page 194; and (b) Plat Book 406, page 58. (Affects subject property, blanket in nature)

10. Right of Flight Agreement Consent Agreement to City of Atlanta, dated February 4, 1988, filed and recorded February __, 1988, in Deed Book 11342, page 259, aforesaid records. (Affects subject property, blanket in nature)

11. Right of Flight Agreement to City of Atlanta, dated February 9, 1988, filed and recorded February __, 1988, in Deed Book 11342, page 260, aforesaid records. (Affects subject property, blanket in nature)

As required by subsection (c) of O.C.G.A. Section 15-6-67 this plat has been prepared by a Land surveyor and approved by all applicable local jurisdictions for recording as evidenced by approved certificates, signatures, stamps, or statements hereon. Such approvals or affirmations should be confirmed with the appropriate governmental bodies by any purchaser or user of this plat as to intended use of any parcel. Furthermore, the undersigned land surveyor certifies that this plat complies with the minimum technical standards for property surveys in Georgia as set forth in the rules and regulations of the Georgia Board of Registration for Professional Engineers and Land Surveyors and as set forth in O.C.G.A. Section 15-6-67.

Aaron M. McCullough (Ga. ... 2/24/22 DATE

GEORGIA REGISTERED No. 2990 LAND SURVEYOR AARON M. McCULLOUGH

PLEASE NOTE

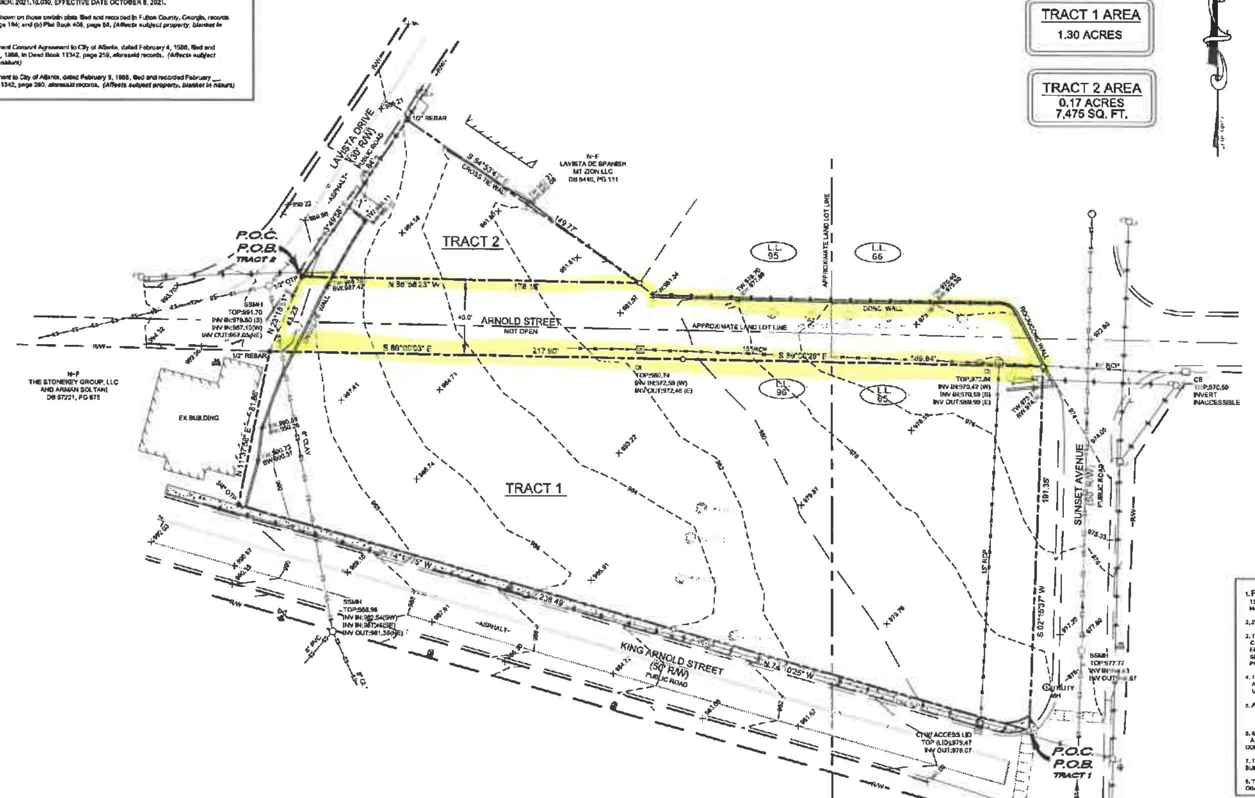
THIS SURVEY HAS BEEN PREPARED FOR THE EXCLUSIVE USE OF THE PERSON OR ENTITIES NAMED HEREON. NO EXPRESS OR IMPLIED WARRANTIES WITH RESPECT TO THE INFORMATION SHOWN HEREON IS TO BE EXTENDED TO ANY PERSONS OR ENTITIES OTHER THAN THOSE SHOWN HEREON.

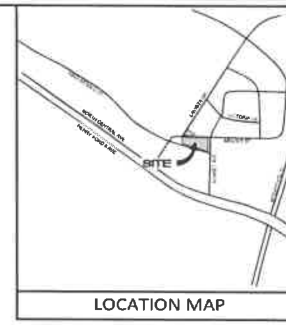
AARON M. MCCULLOUGH, LS.
GA. REGISTRATION NO. 2990
6554 E. CHURCH STREET
DOUGLASVILLE, GA 30134

STATE OF GEORGIA
CERTIFICATE OF AUTHORIZATION
FOR LAND SURVEYING
HUGHES-RAY COMPANY, INC.
LSF# 000462 EXPIRES 06/30/22

TRACT 1 AREA
1.30 ACRES

TRACT 2 AREA
0.17 ACRES
7,475 SQ. FT.





LOCATION MAP

SITE NARRATIVE

AREA SUMMARY:

TRACT 1 AREA: 1.30 ACRES

BUILDING HEIGHT RESTRICTION:

MINIMUM BUILDING HEIGHT: 24'
MAXIMUM BUILDING HEIGHT: 54'

ZONING & SETBACKS:

TRACT 1
CURRENT ZONING— U-V URBAN VILLAGE
ZONING RESTRICTIONS ARE TAKEN FROM THE CITY OF HAPEVILLE ZONING CODE.
SETBACKS = FRONT – 0'
SIDE – 0'
REAR – 0'

NO ZONING REPORT PROVIDED

SITE NARRATIVE

AREA SUMMARY:

TRACT 2 AREA: 0.17 ACRES

BUILDING HEIGHT RESTRICTION:

MAXIMUM BUILDING HEIGHT: 2 1/2 STORY/35'

ZONING & SETBACKS:

TRACT 2
CURRENT ZONING— R-1 ONE FAMILY DETACHED
ZONING RESTRICTIONS ARE TAKEN FROM THE CITY OF HAPEVILLE ZONING CODE.
MAX BUILDING COVERAGE: 40%
MINIMUM LOT FRONTAGE: 50'
MINIMUM LOT AREA: 5,750 Sq. Ft.
SETBACKS = FRONT – 15'
SIDE – 3'
REAR – 25'

NO ZONING REPORT PROVIDED

GENERAL NOTES

1. FLOOD STATEMENT: AS PER OFFICIAL F.I.R.M 13121C0000F DATED SEPTEMBER 18, 2013 & 13121C0000F DATED SEPTEMBER 18, 2013 THIS PROPERTY IS NOT LOCATED IN A DESIGNATED FLOOD HAZARD AREA.

2. ZONING AND SETBACK INFORMATION IS TAKEN FROM CITY OF HAPEVILLE ZONING CODE.

3. THE RECORDED EASEMENTS SHOWN HEREON ARE BASED UPON INFORMATION CONTAINED IN COMMITMENT FROM CHICAGO TITLE INSURANCE COMPANY COMMITMENT NUMBER: 2021.10,030, EFFECTIVE DATE OCTOBER 8, 2021. HUGHES-RAY COMPANY, INC. AND THE LAND SURVEYOR WHOSE SEAL IS AFFIXED HERETO DO NOT GUARANTEE THAT ALL EASEMENTS WHICH MAY AFFECT THE PROPERTY ARE SHOWN HEREON.

4. THE LOCATION OF UNDERGROUND UTILITIES SHOWN ARE BASED UPON ABOVE GROUND APPURTENANCES AND THE DEVELOPMENT PLANS FOR THIS SITE. VERIFICATION OF UNDERGROUND UTILITIES SHOULD BE MADE PRIOR TO ANY CONSTRUCTION.

5. ADDRESS: PARCEL 1: 3596 LA VISTA DRIVE, HAPEVILLE, GEORGIA 30354
PARCEL 2: 326 SUNSET AVENUE AND 316 KING ARNOLD STREET, HAPEVILLE, GEORGIA 30354

6. SUBJECT PROPERTY REFERENCES
A. BASED UPON INFORMATION CONTAINED IN COMMITMENT FROM CHICAGO TITLE INSURANCE COMPANY COMMITMENT NUMBER: 2021.10,030, EFFECTIVE DATE OCTOBER 8, 2021.

7. THERE WAS NO EVIDENCE OF RECENT EARTH MOVING WORK, BUILDING CONSTRUCTION, OR BUILDING ADDITIONS OBSERVED IN THE PROCESS OF CONDUCTING THE FIELD WORK.

8. THERE WAS NO EVIDENCE OF RECENT STREET OR SIDEWALK CONSTRUCTION OR REPAIRS OBSERVED IN THE PROCESS OF CONDUCTING THE FIELD WORK.

ALTA CERTIFICATION

TO: SCP HAPEVILLE TH OWNER, LLC, THE MAYNARD LAW FIRM, LLC AND CHICAGO TITLE INSURANCE COMPANY:

This is to certify that this map or plat and the survey on which it is based were made in accordance with the 2021 Minimum Standard Detail Requirements for ALTA/NSPS Land Title Surveys, jointly established and adopted by ALTA and NSPS, and includes Items 1-5, 6(a) and (b), 7(a), (b) and (c), 8, 9, 13, 14, 16, 17, and 18 of Table A thereof. The fieldwork was completed on 2/22/22.

DATE: 2/24/22

Aaron M. McCullough ... No. 2990
Hughes-Ray Company
6554 E. Church Street
Douglasville, Georgia 30134

GEORGIA REGISTERED No. 2990 LAND SURVEYOR AARON M. McCULLOUGH

SCALE: 1" = 30'

LEGEND

CALCULATED POINT	FLARED END SECTION
IRON PIN FOUND	WATER METER
IRON PIN SET (1/2" REBAR)	WATER VALVE
R/W MONUMENT	FIRE HYDRANT
P/L PROPERTY LINE	SANITARY SEWER MANHOLE
R/W RIGHT OF WAY	C.O. CLEANOUT
N/F NOW OR FORMERLY	GREASE TRAP
B/L BUILDING LINE	GAS METER
OTP OPEN TOP PIPE	POWER METER
DOUBLE WING CATCH BASIN	PBX POWER BOX
HEADWALL	GAS VALVE
JUNCTION BOX	POWER POLE
DROP INLET	GUY ANCHOR
CMP CORRUGATED METAL PIPE	TRAFFIC SIGNAL POLE
RCP REINFORCED CONCRETE PIPE	BOLLARD
LIGHT POLE (1 LAMP)	ICV IRRIGATION CONTROL VALVE
LIGHT POLE (2 LAMPS)	FIBER OPTIC MARKER
LIGHT POLE (3 LAMPS)	FDC FIRE DEPT. CONNECTION
LIGHT POLE (4 LAMPS)	CONCRETE
BOUNDARY LINE	
FENCE	
GAS LINE	
UNDERGROUND POWER LINE	
OVERHEAD POWER LINE	
SANITARY SEWER LINE	
STORM DRAIN LINE	
WATER LINE	

RECORD DESCRIPTION

PARCEL ONE:
ALL THAT TRACT OR PARCEL OF LAND LYING AND BEING IN LAND LOT 96 & 65 OF THE 14TH DISTRICT, CITY OF HAPEVILLE, FULTON COUNTY, GEORGIA, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:
BEGINNING AT AN IRON PIN SET AT THE INTERSECTION OF THE WESTERLY RIGHT OF WAY OF SUNSET AVENUE (50' R/W) AND THE NORTHEASTERLY RIGHT OF WAY OF KING ARNOLD STREET (5' R/W); FROM POINT THUS ESTABLISHED AND RUNNING ALONG THE NORTHEASTERLY RIGHT OF WAY OF KING ARNOLD STREET NORTH 74°08' 30" WEST A DISTANCE OF 194.57 FEET TO A ½" REBAR FOUND; THENCE NORTH 74° 08' 39" WEST A DISTANCE OF 238.49 FEET TO A 3/4" OPEN TOP PIPE FOUND; THENCE LEAVING SAID RIGHT OF WAY NORTH 11° 39' 45" EAST A DISTANCE OF 81.83 FEET TO A ½" REBAR FOUND ON THE SOUTHERLY RIGHT OF WAY OF ARNOLD STREET, UNOPENED ROAD; THENCE RUNNING ALONG SAID RIGHT OF WAY SOUTH 88° 58' 44" EAST A DISTANCE OF 217.91 FEET TO AN IRON PIN SET; THENCE SOUTH 88° 58' 42" EAST A DISTANCE OF 189.84 FEET TO AN IRON PIN SET AT THE INTERSECTION OF THE SOUTHERLY RIGHT OF WAY OF ARNOLD STREET AND THE WESTERLY RIGHT OF WAY OF SUNSET AVENUE (50' R/W); THENCE RUNNING ALONG THE WESTERLY RIGHT OF WAY OF SUNSET AVENUE SOUTH 02° 17' 23" WEST A DISTANCE OF 191.35 FEET TO THE TRUE POINT OF BEGINNING.
SAID TRACT CONTAINS 1.301 ACRES (56,674 SQUARE FEET).

NOTE: THE "TRACT DESCRIPTION" AND THE "RECORD DESCRIPTION" DESCRIBE THE SAME PROPERTY

RECORD DESCRIPTION

PARCEL TWO:
ALL THAT TRACT OR PARCEL OF LAND LYING AND BEING IN LAND LOT 96 OF THE 14TH DISTRICT, CITY OF HAPEVILLE, FULTON COUNTY, GEORGIA, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:
BEGINNING AT A ½" OPEN TOP PIPE AT THE INTERSECTION OF THE NORTHERLY RIGHT OF WAY OF ARNOLD STREET (NOT OPEN) AND THE EASTERLY RIGHT OF WAY OF LAVISTA DRIVE FORMERLY KNOWN AS HOMESTEAD AVENUE (30' R/W); THENCE RUNNING ALONG SAID EASTERLY RIGHT OF WAY OF LAVISTA DRIVE NORTH 33° 50' 06" EAST A DISTANCE OF 99.87 FEET TO A ½" REBAR FOUND; THENCE LEAVING SAID RIGHT OF WAY SOUTH 54° 53' 42" EAST A DISTANCE OF 149.77 FEET TO AN IRON PIN SET; ON THE AFOREMENTIONED NORTHERLY RIGHT OF WAY OF ARNOLD STREET (NOT OPEN); THENCE RUNNING ALONG SAID RIGHT OF WAY NORTH 88° 58' 43" WEST A DISTANCE OF 178.16 FEET TO THE TRUE POINT OF BEGINNING, SAID TRACT CONTAINS 0.172 ACRES (7,477 SQUARE FEET).

NOTE: THE "TRACT DESCRIPTION" AND THE "RECORD DESCRIPTION" DESCRIBE THE SAME PROPERTY

TRACT DESCRIPTION

TRACT 1

ALL THAT TRACT OR PARCEL OF LAND LYING AND BEING IN LAND LOTs 65 & 96 OF THE 14TH DISTRICT, CITY OF HAPEVILLE, FULTON COUNTY, GEORGIA, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE INTERSECTION OF THE NORTHERLY RIGHT-OF-WAY OF KING ARNOLD STREET (50' PUBLIC R/W) AND THE WESTERLY RIGHT-OF-WAY OF SUNSET AVENUE (50' PUBLIC R/W); SAID POINT BEING THE POINT OF BEGINNING;
THENCE, FROM THE POINT OF BEGINNING, ALONG SAID RIGHT-OF-WAY, NORTH 74 DEGREES 10 MINUTES 25 SECONDS WEST, 194.57 FEET TO A POINT;
THENCE, NORTH 74 DEGREES 10 MINUTES 25 SECONDS WEST, 238.49 FEET TO A 3/4" OPEN TOP PIPE;
THENCE, LEAVING SAID RIGHT-OF-WAY, NORTH 11 DEGREES 37 MINUTES 58 SECONDS EAST, 81.86 FEET TO A 1/2" REBAR ON THE SOUTHERLY RIGHT-OF-WAY OF ARNOLD STREET (UNOPENED ROAD);
THENCE, ALONG SAID RIGHT-OF-WAY, SOUTH 89 DEGREES 00 MINUTES 03 SECONDS EAST, 217.90 FEET TO A POINT;
THENCE, SOUTH 89 DEGREES 00 MINUTES 28 SECONDS EAST, 189.84 FEET TO A POINT ON THE WESTERLY RIGHT-OF-WAY OF SUNSET AVENUE;
THENCE, ALONG SAID RIGHT-OF-WAY, SOUTH 02 DEGREES 15 MINUTES 37 SECONDS WEST, 191.35 FEET TO THE POINT OF BEGINNING;
SAID TRACT OR PARCEL CONTAINING 1.30 ACRES, MORE OR LESS.

TRACT DESCRIPTION

TRACT 2

ALL THAT TRACT OR PARCEL OF LAND LYING AND BEING IN LAND LOT 96 OF THE 14TH DISTRICT, CITY OF HAPEVILLE, FULTON COUNTY, GEORGIA, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT A 1/2" REBAR AT THE INTERSECTION OF THE NORTHERLY RIGHT-OF-WAY OF ARNOLD STREET (UNOPENED ROAD) AND THE EASTERLY RIGHT-OF-WAY OF LAVISTA DRIVE (30' PUBLIC R/W); SAID POINT BEING THE POINT OF BEGINNING;
THENCE, FROM THE POINT OF BEGINNING, ALONG SAID RIGHT-OF-WAY, NORTH 33 DEGREES 49 MINUTES 58 SECONDS EAST, 99.84 FEET TO A 1/2" REBAR;
THENCE, LEAVING SAID RIGHT-OF-WAY, SOUTH 54 DEGREES 53 MINUTES 42 SECONDS EAST, 149.77 FEET TO A POINT ON THE NORTHERLY RIGHT-OF-WAY OF ARNOLD STREET;
THENCE, CONTINUING ALONG SAID RIGHT-OF-WAY, NORTH 88 DEGREES 58 MINUTES 23 SECONDS WEST, 178.15 FEET TO THE POINT OF BEGINNING;
SAID TRACT OR PARCEL CONTAINING 0.17 ACRES OR 7,475.00 SQUARE FEET, MORE OR LESS.

A L T A

PREPARED BY
HRC
HRC ENGINEERS

ALTA/NSPS LAND TITLE SURVEY FOR

SCP HAPEVILLE TH OWNER, LLC, THE MAYNARD LAW FIRM, LLC AND CHICAGO TITLE INSURANCE COMPANY

LOCATED IN LAND LOTS 65, 66, 95 & 96
14th DISTRICT, CITY OF HAPEVILLE
FULTON COUNTY, GEORGIA

DATE: 24 FEBRUARY 2022		
NO.	DATE	REVISION DESCRIPTION

DRAWING NO. H22122
DRAWN BY: WAS
CHECKED BY: AMM
JOB NO.: H22122
SCALE: 1"=30'

THIS DRAWING IS COPYRIGHTED. THE ORIGINAL DRAWING WAS PRODUCED AND IS ON RECORD IN THE OFFICES OF THIS FIRM. ANY UNAUTHORIZED USE, MODIFICATION, AND/OR REPRODUCTION OF THIS DRAWING, IN PART OR WHOLE, IS HEREBY PROHIBITED.

Approved Site Plan

SITE NOTES AND SPECIFICATIONS:

1. ASBUILT AND BOUNDARY SURVEY PROVIDED BY OTHERS.
2. ALL INTERIOR PROPOSED CURBING IS TO BE MOUNTABLE AND CONSTRUCTED PER GDOT DETAIL 9032B "RAISED EDGE WITH CONCRETE GUTTER" SUB-DETAIL.
3. SEE DEMOLITION PLAN FOR EXISTING SITE FEATURES TO BE REMOVED OR PROPERLY ABANDONED.
4. THE SCOPE OF THE PROPOSED IMPROVEMENTS INCLUDES THE CONSTRUCTION OF NEW SINGLE FAMILY RESIDENTIAL TOWNHOME UNITS WITH ASSOCIATED SITE IMPROVEMENTS.
5. PROPOSED CONCRETE SIDEWALKS TO BE CONSTRUCTED PER THE CITY HAPEVILLE STANDARDS AND SPECIFICATIONS.
6. LIMITS OF ALL NEW PAVEMENT TO MATCH EXISTING.
7. ALL PROPOSED "STOP BARS" ARE TO BE ACCOMPANIED BY A MUTCD STANDARD STOP SIGN.
8. CONTRACTOR IS RESPONSIBLE FOR STAKING PROPOSED IMPROVEMENTS BASED ON ENGINEER'S ELECTRONIC BASE FILE.
9. PROPOSED BUILDING LAYOUT AND CONSTRUCTION TO BE BASED ON APPROVED ARCHITECTURAL PLANS. LAYOUT OF BUILDING FOUNDATION TO BE TAKEN FROM APPROVED ARCHITECTURAL DRAWINGS.
10. ELECTRICAL POWER SERVICE NOTE:
    ALL ELECTRICAL POWER SERVICE TO BE DESIGNED AND INSTALLED ACCORDING TO GEORGIA POWER ENGINEERING OFFICE REQUIREMENTS. ALL PROPOSED POWER SERVICE TO BE UNDERGROUND.

SHADED AREAS REPRESENT PROPOSED STANDARD DUTY PAVEMENT

HATCHED AREAS REPRESENT PROPOSED CONCRETE PAVEMENT AND/OR CURBING, SEE SHEET KEYNOTE "1.1" ON SHEET "C3"

SHEET KEYNOTES:

1. PROPOSED STANDARD DUTY ASPHALT PAVEMENT, MINIMUM SECTION IS ONE AND A HALF (1.5) INCH ASPHALT SURFACE COURSE, FOUR AND ONE HALF (4.5) INCH BINDER COURSE, AND FOUR (4) INCHES COMPACTED STONE BASE COURSE. SUBGRADE TO BE COMPACTED TO 98% STANDARD PROCTOR AT OPTIMAL MOISTURE AS DEFINED BY A STATE REGISTERED GEOTECHNICAL ENGINEER.
1.1 PROPOSED CONCRETE ALLEY PAVEMENT. CONCRETE TO BE 5 INCH DEPTH 3,000PSI MINIMUM STRENGTH PLACED ON SUBGRADE TO BE COMPACTED TO 98% STANDARD PROCTOR AT OPTIMAL MOISTURE AS DEFINED BY A STATE REGISTERED GEOTECHNICAL ENGINEER.
2. PROPOSED MOUNTABLE CONCRETE CURB AND GUTTER PER GEORGIA DEPARTMENT OF TRANSPORTATION STANDARDS AND SPECIFICATIONS WITHIN INTERIOR OF DEVELOPMENT. SEE GDOT "TYPE 7" MOUNTABLE CURB DETAIL.
3. PROPOSED GEORGIA DEPARTMENT OF TRANSPORTATION CONCRETE HEADER CURB (TYPE "2" 6" HEIGHT CONCRETE HEADER CURB PER DETAIL 9032B) TO REPLACE EXISTING (EXPOSED AND BURIED) CURBING. PROPOSED CURBING TO BE INSTALLED WITHIN FOOTPRINT OF EXISTING CURBING EXCEPT WHERE PROPOSED PARALLEL PARKING IS LOCATED. ADJACENT ASPHALT PAVEMENT TO BE SAW CUT CLEAN AT FACE OF PROPOSED CURBING.
4. PROPOSED STORMWATER CONVEYANCE SYSTEM, SEE PIPE PROFILES ON SHEET "C3.1". ALL ONSITE PIPE TO BE INSTALLED AND BED PER GEORGIA DEPARTMENT OF TRANSPORTATION STANDARD 1030D.
4A. PROPOSED UNDERGROUND INFILTRATION AND DETENTION SYSTEM. SEE STRUCTURAL AND SHOP DRAWING DETAILS BY OTHERS. ENTIRE SYSTEM TO BE BACKFILLED WITH ASTM #57 STONE OR CLEAN WASHED GRADED RECYCLED CONCRETE AGGREGATE EQUIVALENT. SEE DETAIL 2/C3.1".
4B. PROPOSED STORMWATER DETENTION SYSTEM OUTLET CONTROL STRUCTURE. SEE DETAIL "1/C3.1".
4C. PROPOSED STORM PIPE DISCHARGE AT EXISTING STORMWATER PIPE PER "DOGHOUSE" MANHOLE WEANS PER GEORGIA DEPARTMENT OF TRANSPORTATION STANDARDS.
4D. PROPOSED 48" INNER DIAMETER TRAFFIC RATED 24" X 24" STORMWATER DROP INLET STRUCTURE PER GEORGIA DEPARTMENT OF TRANSPORTATION STANDARDS 1011A.
4E. PROPOSED 48" INNER DIAMETER PEDESTAL TOP INLET PER GEORGIA DEPARTMENT OF TRANSPORTATION STANDARDS.
4F. PROPOSED 12" INTERIOR CLEAR WIDTH TRENCH DRAIN WITH TRAFFIC RATED METAL GRATE INLET.
4G. PROPOSED 48" INNER DIAMETER TRAFFIC RATED CURB INLET PER GEORGIA DEPARTMENT OF TRANSPORTATION STANDARDS.
5. PROPOSED CONCRETE SIDEWALK AND/OR PAD PER THE CITY HAPEVILLE STANDARDS AND DETAILS. (TYPICAL)
6. PROPOSED PRIVATE SANITARY SEWER SYSTEM, SEE ADDITIONAL INFORMATION ON SHEET "C5".
7. PROPOSED STAIR AND ASSOCIATED WALL PER ARCHITECT'S DETAIL AND SPECIFICATIONS. SEE FINAL BUILDING PLAN APPROVAL PACKAGE PREPARED BY PROJECT ARCHITECT. (TYPICAL)
8. BUILDING LAYOUT AND FOOTPRINT SHOWN IS PRELIMINARY AND FOR UTILITY/INFRASTRUCTURE IMPROVEMENTS ONLY. SEE APPROVED BUILDING PERMIT PLANS PREPARED BY PROJECT ARCHITECT FOR FINAL BUILDING LAYOUT AND ACCESS CONFIGURATION. BUILDING STRUCTURAL DESIGNER TO PROVIDE FOUNDATION DESIGN WHICH ACCOUNTS FOR PROPOSED UTILITY LOCATIONS AND ALLOWS FOR UTILITY SERVICE MAINTENANCE AND REMOVAL WITHOUT ENDANGERING STABILITY OF PROPOSED BUILDINGS. (TYPICAL)
9. PROPOSED DRIVEWAY APRON WITH 36" MUTCD STOP SIGN AND ASSOCIATED 24" WIDE STRIPED STOP BAR.
10. PROPOSED GEORGIA DEPARTMENT OF TRANSPORTATION STANDARD SIDEWALK RAMP WITH ASSOCIATED HATCH WALK WAY STRIPING. ALL STRIPING TO BE THERMOPLASTIC. DETECTABLE WARNING SPRINT PER GEORGIA DEPARTMENT OF TRANSPORTATION STANDARDS REQUIRED AT ALL ROADWAY CROSSINGS.
11. PROPOSED PARALLEL PARKING STALLS PER THE CITY OF HAPEVILLE STANDARDS AND SPECIFICATIONS.
12. EXISTING ROADWAY CENTERLINE STRIPING TO BE REMOVED BY NON-DESTRUCTIVE MEANS PER THE GEORGIA DEPARTMENT OF TRANSPORTATION STANDARDS AND SPECIFICATIONS. PROPOSED ROADWAY CENTERLINE TO BE INSTALLED PER GDOT STANDARDS UPON COORDINATION WITH THE CITY OF HAPEVILLE AND ADJACNET DEVELOPMENT PLANS AND INSTALLATIONS.

1 inch = 30ft.
GRAPHIC SCALE
15 30 60 90 120

CALL BEFORE YOU DIG!

BEFORE ANY EXCAVATION WORK BEGINS OR ANY WORK BEGINS WITHIN TEN(10') FT. OF OVERHEAD POWER LINES OF 750 VOLTS OR MORE, NOTIFICATION MUST BE MADE TO THE UTILITIES PROTECTION CENTER (UPC) AT TELEPHONE NUMBER 811 PER O.C.G.A. § 25-9-1 (2007)

PROPERTY OWNERSHIP DESCRIPTION:
INDIVIDUAL LOTS TO BE FEE SIMPLE – INDIVIDUAL LOTS, WHICH IS THE LAND AREA UNDER THE FOUNDATION, WILL CONFORM TO THE BASIC SITE PLAN CONFIGURATION, BUT MAY BE MODIFIED SLIGHTLY TO ACCOMMODATE SUBSTITUTED HOME PLANS. IN ADDITION TO THE LOT EACH OWNER WILL HAVE USE OF LIMITED COMMON AREA FOR SIDE YARD, DRIVEWAY, WALKS, ETC. THAT PRIMARILY SERVE AN INDIVIDUAL PROPERTY, PLUS AN INTEREST IN THE GENERAL COMMON AREAS AND AMENITIES. FEE SIMPLE PROPERTY AREAS WILL BE RECORDED AND CONVEYED THROUGH FINAL PLAT PREPARED BY PROJECT SURVEYOR OF RECORD. FINAL PLAT SHALL BE APPROVED BY THE CITY OF HAPEVILLE AND RECORDED PRIOR TO CERTIFICATE OF OCCUPANCY APPROVAL FOR EACH INDIVIDUAL UNIT.

24 HOUR EROSION CONTROL CONTACT*
NAME: ALEX POPHAM
CELL #: 770-616-6534

GSWCC
Jonathan D Hicks
Level II Certified Design Professional
CERTIFICATION NUMBER 0000010467
Issued 06/27/2021 Expires 05/27/2024

ENGINEER CONTACT:
JONATHAN D. HICKS, P.E.
JVG CIVIL ENGINEERING, INC.
1309 ARNOLD AVENUE, NE
ATLANTA, GA 30324
P: 770-402-3471
M: 404-467-8982

SITE LAYOUT PLAN
FOR THE
THE VILLAGE AT HAPEVILLE
325 SUNSET AVENUE (ET AL)
PARCEL ID'S: 14 009600060141, 14 009600060091,14 006600010076
LAND LOT 96, 14TH DISTRICT,
THE CITY OF HAPEVILLE, FULTON COUNTY, GA

	ISSUED FOR REVIEW	
	Revision/Issue	Date

JVG Civil Engineering
1309 Arnold Avenue
Atlanta, GA 30324
770-402-3471

OWNER/DEVELOPER
EPIC DEVELOPMENT ATLANTA LLC
430 PLASTERS AVENUE
ATLANTA, GEORGIA 30324
770-228-2000
ALEX@EPICDEVELOPMENT.COM

C3

Evidence Of Controlling Adjacent Property.

AGREEMENT OF PURCHASE AND SALE

THIS AGREEMENT OF PURCHASE AND SALE (this "**Agreement**") is dated as of September 17, 2021 (the "**Effective Date**") between SCP HAPEVILLE TH OWNER, LLC, a Georgia limited liability company, as seller ("**Seller**"), and EPIC DEVELOPMENT ATLANTA, LLC ("**Buyer**").

RECITALS

Buyer desires to purchase the Property (as defined below) from Seller and Seller desires to sell the Property to Buyer, all as more particularly set forth in this Agreement; and

Buyer intends to develop a for-sale residential housing community on the Land ("**Buyer's Intended Use**").

AGREEMENT

In consideration of the payments and mutual covenants and undertakings set forth in this Agreement, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Seller and Buyer (each a "**Party**" and collectively the "**Parties**") agree as follows:

SUMMARY OF TERMS

Certain key terms of this Agreement are summarized below, but remain subject to the applicable detailed provisions set forth elsewhere in this Agreement.

Property:	Approximately 1.301 acres of real property known as "Tract 2" and approximately 0.172 acres of real property known as "Tract 3" located in Hapeville, Fulton County, Georgia, as legally described on Exhibit A attached hereto. TPINS 14-0096-0006-014-1; 14-0066-0001-007-6, and portion of 14-0096-0006-009-1 North of King Arnold Street.
Purchase Price:	$1,300,000.00.
First Deposit:	$50,000.00.
Second Deposit:	$50,000.00.
Transaction Fee:	$100.00.
Diligence Period:	Sixty (60) days from the Effective Date.
Closing Date:	Fifteen (15) days after expiration of the Approvals Period.
Escrow Agent:	Chicago Title Insurance Company 4170 Ashford Dunwoody Road, Suite 460 Atlanta, Georgia 30319 Attn: Susan Vander Meer Telephone: 770-325-4810 Electronic Mail: susan.vandermeer@cticga.com

Notices Addresses for the Parties:

If to Buyer:	Epic Development Atlanta, LLC Jim LaVallee, Vice President 430 Plasters Ave NE Suite 200 Atlanta, GA 30324-3912 jlavallee@epicity.com
with a copy to:	George F. Maynard The Maynard Law Firm, LLC 620 Glen Iris Drive NE Suite 103 Atlanta, Georgia 30308 Telephone: 404-817-0098 Electronic Mail: gmaynard@maynardlaw.net
If to Seller:	c/o South City Partners 3715 Northside Parkway Suite 1-310 Atlanta, GA 30327 Attention: Will Casaday Phone: 404-400-1321 wcasaday@southcitypartners.com
with a copy to:	Morris, Manning & Martin, LLP 1600 Atlanta Financial Center 3343 Peachtree Road, N.E. Atlanta, Georgia 30326 Attention: Frances Parrish Telephone: 404-504-5476 Email: fparrish@mmmlaw.com
Notice Provisions:	See Section 7.1.
Seller's Broker:	N/A
Buyer's Broker:	N/A

[Remainder of page intentionally left blank]

DEFINITIONS

In addition to any other terms defined elsewhere in this Agreement, the following terms, when used in this Agreement with a capital letter, have the meanings set forth below:

"**Affiliate**" means, with respect to a Person, any other Person that directly, or indirectly through one or more intermediaries, controls or is controlled by or is under common control with such Person.

"**Business Day**" means any day other than a Saturday, a Sunday, or a federal holiday recognized by the Federal Reserve Bank of New York.

"**Buyer Party**" means Buyer, its Affiliates, any Permitted Assignee, any Lender, and any of their respective officers, employees, partners, members, agents, attorneys, consultants, contractors, advisors, and other representatives, and their respective heirs, successors, personal representatives, and assigns, each being a "**Buyer Party**" and collectively being the "**Buyer Parties.**"

"**Claims**" means any suits, actions, proceedings, investigations, demands, claims, liabilities, fines, penalties, liens, judgments, losses, injuries, damages, expenses, or costs, including without limitation attorneys' and experts' fees and costs and investigation, remediation costs, losses due to impairment or diminished value, or any other damages, losses or costs of any type or kind.

"**Closing**" means the consummation of the transaction contemplated by this Agreement.

"**Closing Date**" means the date that is set forth or described as such in the Summary of Terms, as such date may later be changed as expressly provided in this Agreement.

"**Closing Documents**" means the instruments and other agreements executed and delivered by a Party at or in connection with the Closing.

"**Code**" means the Internal Revenue Code of 1986, as amended, or any corresponding provision(s) of any succeeding law.

"**Confidential Information**" means all information that is confidential, proprietary, or otherwise not generally available to the public and that is either (a) furnished by or on behalf of Seller to Buyer or any Buyer Parties, or (b) is developed, discovered, or otherwise made known to or by Buyer or any Buyer Parties, as a result of, or in connection with Buyer's due diligence investigations of and regarding the Property; including this Agreement.

"**Deposit**" means the First Deposit amount and the Second Deposit amount as specified in the Summary of Terms, but only to the extent such amounts have been deposited by Buyer with Escrow Agent.

"**Diligence Materials**" means the documents and other materials and information regarding the Property provided by or on behalf of Seller or any Seller Party to Buyer or any Buyer Party to assist with Buyer's evaluation and acquisition of the Property, including the Seller Deliveries.

"**Diligence Period**" means the period beginning on the Effective Date and ending at 5:00 p.m. eastern time on the last day of the period described as such in the Summary of Terms.

"**Escrow Instructions**" means the escrow instructions attached as Exhibit D to, and incorporated as a part of, this Agreement.

"**First Deposit**" means the amount of money specified as such in the Summary of Terms.

"**Governmental Authority**" means any governmental or political subdivision; any governmental agency, authority, board, bureau, commission, department, instrumentality, or public body; any court or administrative tribunal; or any Person serving in a representative capacity for any of the foregoing.

"**Hazardous Materials**" means materials, wastes, or substances that are (a) regulated, or classified as "hazardous substances," "hazardous materials," "toxic substances," "toxic pollutants," "hazardous waste," or like terms under federal, state or local environmental laws or regulations; (b) petroleum products (other than as may be present at the Property in the ordinary course of its operation or business); (c) asbestos or asbestos-containing materials; (d) toxic mold in quantities harmful to human health; or (e) polychlorinated biphenyls.

"**Improvements**" means all improvements and fixtures located within or upon the Land, if any.

"**Intangible Property**" means, to the extent transferable without the consent of any third party, any intangible property owned by Seller and relating solely and specifically to the Real Property.

"**Land**" means the parcel(s) of land described in Exhibit A attached hereto, together with all rights, privileges and easements appurtenant thereto.

"**Lender**" means an lender utilized by Buyer to provide financing in connection with Buyer's acquisition of the Property.

"**Obligations Surviving Termination**" means those provisions of this Agreement that either expressly require conduct or performance following, or are expressly stated to survive, a termination of this Agreement prior to Closing.

"**Permitted Assignee**" means any Affiliate of Buyer that has, or will at Closing have, the ability to fully perform the obligations of Buyer under this Agreement.

"**Person**" means any individual, partnership, joint venture, corporation, trust, limited liability company, unincorporated association, or other entity and any government or any department or agency thereof, whether acting in an individual, fiduciary or other capacity.

"**Property**" means all right, title and interest of Seller in and to the Real Property, and the Intangible Property.

"**Purchase Price**" means the purchase price for the Property specified in the Summary of Terms.

"**Real Estate Taxes**" means all real estate taxes and assessments applicable to the Property, including all installments of special taxes or assessments.

"**Real Property**" means the Land and the Improvements.

"**Restricted Person**" means any Person, group, or nation that is (a) named by any Executive Order, the United States Treasury Department, or other Governmental Authority as a terrorist, "Prohibited Person" or "Specially Designated National and Blocked Person;" (b) named as a Person, group, or nation that is banned, blocked, prohibited, or restricted pursuant to any law that is enforced or administered by the Office of Foreign Assets Control; or (c) acting in violation of Executive Order No. 13224, the Patriot Act, or any other laws or regulations relating to terrorism or money laundering.

"**Second Deposit**" means the amount of money specified as such in the Summary of Terms.

"**Seller Deliveries**" means the documentation listed on Schedule 1 attached to this Agreement.

"**Seller Party**" means Seller, its Affiliates, Seller's property and asset managers, any lender to Seller, the partners, trustees, shareholders, members, managers, controlling persons, directors, officers, attorneys, employees and agents of each of them, and their respective heirs, successors, personal representatives, and assigns, each being a "**Seller Party**" and collectively being the "**Seller Parties**."

"**Survey**" means, collectively, any existing survey of the Real Property included in the Seller Deliveries and any new or updated survey of the Real Property obtained by Buyer.

"**Title Company**" means Escrow Agent when acting or referred to in its capacity as the title insurance provider for this transaction.

"**Transaction Fee**" means the amount of money specified as such in the Summary of Terms.

ARTICLE 1
PURCHASE AND SALE OF THE PROPERTY

Section 1.1. Purchase and Sale. Subject to the provisions, terms, covenants and conditions set forth in this Agreement, Seller agrees to sell to Buyer, and Buyer agrees to purchase from Seller, all of Seller's right, title and interest in and to the Property.

Section 1.2. Purchase Price; Deposit. Buyer will pay the Purchase Price as described in this Section. All payments will be made in immediately available funds delivered into escrow with the Escrow Agent. Buyer will deliver the First Deposit within five (5) days following the Effective Date. Unless this Agreement is terminated by Buyer prior to the expiration of the Diligence Period, Buyer will deliver the Second Deposit within five (5) days after the expiration of the Diligence Period. The Deposit will be applied as follows: (i) if Buyer terminates this Agreement when Buyer is expressly entitled to do so as provided in this Agreement, the Deposit (less the Transaction Fee, as provided below) will be returned to Buyer; (ii) if the Deposit is to be received by Seller as provided in this Agreement, the Deposit will be paid to Seller; and (iii) if Closing occurs, the Deposit will be credited to Buyer, applied against the Purchase Price, and paid to Seller at Closing. Buyer will deliver the Purchase Price, as adjusted for the Deposit amount applied thereto and any prorations, credits and adjustments to be made pursuant to the terms of this Agreement, not later than the Closing Date, to be paid to Seller at Closing. The Transaction Fee is the independent consideration for the execution of this Agreement by Seller and the provision of the Diligence Period by Seller to Buyer.

ARTICLE 2
BUYER'S INVESTIGATIONS; AS-IS SALE.

Section 2.1. Buyer's Investigations.

(a) During the Diligence Period, Buyer may conduct such commercially reasonable, non-invasive investigations, studies or tests of the Property as Buyer deems necessary to determine whether Buyer desires to complete the acquisition of the Property. Buyer, in its sole and absolute discretion and for any reason or no reason whatsoever, may reject the Property by giving written notice of termination to Seller and Escrow Agent (the "**Termination Notice**") prior to the expiration of the Diligence Period. If Buyer timely gives a Termination Notice, the Deposit will be returned to Buyer and this Agreement and the rights and obligations of the Parties under this Agreement will terminate, except for Obligations Surviving

Termination. Alternately, Buyer may accept the Property by giving written notice of acceptance to Seller and Escrow Agent (the "**Acceptance Notice**") prior to the expiration of the Diligence Period, whereupon the Deposit will become nonrefundable to Buyer (other than as expressly set forth in this Agreement), and this Agreement will continue in effect subject to the other provisions hereof If Buyer fails to deliver either a Termination Notice or an Acceptance Notice prior to the expiration of the Diligence Period, Buyer will be deemed to have terminated this Agreement, the Deposit will be returned to Buyer and this Agreement and the rights and obligations of the Parties under this Agreement will terminate, except for Obligations Surviving Termination. Not later than three (3) Business Days following the Effective Date, Seller will make available to Buyer by diligence website or other electronic means to which Buyer has been given access, the Seller Deliveries. Seller will have no obligation to deliver or disclose to Buyer any of Seller's attorney-client privileged materials, appraisals, internal memoranda, or internal evaluations of the Property. Except as may be otherwise expressly set forth in this Agreement, Seller makes no representations or warranties of any kind regarding the accuracy, thoroughness or completeness of or conclusions drawn in the information contained in the Seller Deliveries or any other Diligence Materials. If this Agreement is terminated for any reason, Buyer will promptly return to Seller any Diligence Materials delivered to Buyer in physical form in connection with the Property.

Section 2.2. Title and Survey Matters; Objections.

(a) Promptly following the Effective Date, Buyer shall request that the Title Company deliver to Buyer and Seller a title insurance commitment or preliminary title report showing the status of title to the Property (the "**Title Commitment**"). During the Diligence Period Buyer may also, at Buyer's expense, obtain a new or updated ALTA survey of the Real Property performed by a registered surveyor and certified to Buyer, Seller, the Title Company, and any other party required by Buyer. Buyer will deliver a copy of any such Survey to Seller and Title Company promptly after Buyer's receipt thereof. Any matters disclosed by the Title Commitment or Survey which are approved, deemed approved, or waived by Buyer pursuant to the terms of this Agreement shall constitute "**Permitted Exceptions**."

(b) If any exceptions appear on the Title Commitment or the Survey that are not acceptable to Buyer, Buyer will provide written notice to Seller and Title Company of such unacceptable matters ("**Title Objection Matters**") not later than ten (10) days before the end of the Diligence Period. In addition, Buyer will have the right to notify Seller and Title Company of any additional Title Objection Matters that first appear on any updates to the Title Commitment issued after the expiration of the Diligence Period and that materially and adversely impact the Property, so long as any such additional objection is made by Buyer within five (5) days after Buyer receives the updated Title Commitment adding such new matter (but, in any event, prior to the Closing Date). Unless timely objected to in writing by Buyer as Title Objection Matters as provided above, all matters disclosed by the Title Commitment or Survey (or any updates thereto) shall be deemed to constitute Permitted Exceptions.

(c) Seller may elect (but is not obligated) to cure or attempt to cure any Title Objection Matters and Seller will notify Buyer in writing within five (5) days after Seller receives Buyer's notice of Title Objection Matters if Seller elects to cure any of such objections. If neither Seller nor Title Company elect within such period to cure the Title Objection Matters, then within two (2) days thereafter, Buyer will elect to either (i) terminate this Agreement, in which event the Deposit will be returned to Buyer and thereafter the Parties will have no further rights or obligations under this Agreement except for Obligations Surviving Termination, or (ii) waive any uncured Title Objection Matters and proceed to Closing. Failure of Buyer to respond in writing within such two-day period shall be deemed an election by Buyer to waive any uncured Title Objection Matters and proceed to Closing. Any Title Objection Matters so waived (or deemed waived) by Buyer shall be deemed to constitute Permitted Exceptions.

(d) Seller may, but shall not be required to record a plat against a portion of the Land that will establish Tract 2 as a separate platted lot pursuant to a plat (the "**Plat**"). Notwithstanding anything set forth herein to the contrary, Buyer and Seller acknowledge and agree that Seller shall be permitted to record the Plat at any time prior to Closing. For the avoidance of doubt, upon recordation of the Plat, if applicable, the legal description attached hereto as Exhibit A shall be deemed automatically revised to include the platted legal description for Tract 2.

Section 2.3. Entry, Insurance and Indemnity.

(a) Buyer must give Seller not less than two (2) Business Days' prior written notice of any desired entry by any Buyer Parties onto the Real Property and must coordinate such entry and any related testing or inspections with Seller. Buyer must conduct each entry upon the Property in a commercially reasonable manner. Seller has the right to have a representative present during any entry by any Buyer Parties onto the Real Property. Buyer may not conduct any invasive testing, drilling, or boring at the Property, or any environmental testing of the Property other than a standard ASTM "Phase I" environmental study, without in each instance obtaining the prior written approval of Seller, which approval may be withheld in Seller's sole and absolute discretion and, if granted, will be conditioned upon such precautions as Seller deems advisable to protect itself and the Property.

(b) Buyer will maintain, and will require that any Buyer Party entering upon the Property also maintains, commercial general liability insurance insuring the Buyer Parties against any liability arising out of their activities in, upon, about or with respect to the Property, with limits of at least $1,000,000 per occurrence and $3,000,000 aggregate (which limits may include applicable excess or umbrella coverage). Buyer's policy must insure the contractual liability of Buyer's indemnification and defense obligations under this Agreement and must (i) name Seller and the other Seller Parties as additional insureds with respect to all Claims arising out of the activities of the Buyer Parties in, upon, about or with respect to the Property, (ii) contain a cross-liability provision, and (iii) be primary and noncontributing with any other insurance available to Seller and the other Seller Parties. Buyer must provide Seller with evidence that Buyer has such insurance coverages in force prior to any entry by a Buyer Party upon the Property.

(c) Buyer will pay all costs incurred in connection with Buyer's due diligence activities regarding the Property, will promptly repair and restore any damage caused to the Property by such activities, and will not permit any liens to be filed against the Property as a result of such activities. **BUYER WILL INDEMNIFY, DEFEND AND HOLD THE SELLER PARTIES HARMLESS FROM AND AGAINST ANY CLAIMS ARISING OUT OF ANY ACTIVITIES OF THE BUYER PARTIES IN, UPON, ABOUT OR WITH RESPECT TO THE PROPERTY PRIOR TO CLOSING; PROVIDED, HOWEVER, THAT BUYER WILL NOT BE RESPONSIBLE FOR INDEMNIFYING SELLER FOR THE MERE DISCOVERY OF ANY PRE-EXISTING ADVERSE CONDITION ON THE PROPERTY (ENVIRONMENTAL OR OTHERWISE).** Buyer's indemnity and insurance obligations under this Article 2 are not limited by any other limitation on damages or remedies under this Agreement, including without limitation the liquidated damages provisions contained in Article 6. The provisions of this Section will survive the Closing or any earlier termination of this Agreement.

Section 2.4. AS-IS SALE. BUYER SPECIFICALLY ACKNOWLEDGES AND AGREES THAT (A) SELLER IS SELLING AND BUYER IS PURCHASING THE PROPERTY "AS IS, WHERE IS AND WITH ALL FAULTS," AND (B) BUYER IS NOT RELYING ON ANY REPRESENTATIONS, WARRANTIES, COVENANTS OR AGREEMENTS OF ANY KIND WHATSOEVER, WHETHER ORAL OR WRITTEN, EXPRESS OR IMPLIED, STATUTORY OR OTHERWISE, FROM SELLER OR ANY SELLER PARTY AS TO ANY MATTER CONCERNING OR RELATING TO THE PROPERTY, OR SET FORTH, CONTAINED OR ADDRESSED IN THE DILIGENCE MATERIALS (INCLUDING

WITHOUT LIMITATION, THE COMPLETENESS THEREOF), INCLUDING WITHOUT LIMITATION AS TO: (I) THE QUALITY, NATURE, HABITABILITY, MERCHANTABILITY, FITNESS, USE, OPERATION, VALUE, MARKETABILITY, ADEQUACY OR PHYSICAL CONDITION OF THE PROPERTY OR ANY ASPECT OR PORTION THEREOF (INCLUDING WITHOUT LIMITATION ANY APPURTENANCES, ACCESS, LANDSCAPING, PARKING FACILITIES, ELECTRICAL, MECHANICAL, COMMUNICATION, PLUMBING, SEWAGE, AND UTILITY SYSTEMS, FACILITIES AND APPLIANCES, SOILS, GEOLOGY AND GROUNDWATER); (II) THE DIMENSIONS OR LOT SIZE OF THE REAL PROPERTY OR COMMON AREAS THEREOF; (III) THE DEVELOPMENT OR INCOME POTENTIAL, OR RIGHTS OF OR RELATING TO, THE PROPERTY, OR THE SUITABILITY, VALUE, ADEQUACY, OR FITNESS OF THE PROPERTY FOR ANY PARTICULAR PURPOSE; (IV) THE ZONING OR OTHER LEGAL STATUS OF THE PROPERTY OR ANY OTHER PUBLIC OR PRIVATE RESTRICTIONS ON THE USE OF THE PROPERTY; (V) THE COMPLIANCE OF THE PROPERTY OR ITS OPERATION WITH ANY APPLICABLE CODES, LAWS, REGULATIONS, STATUTES, ORDINANCES, COVENANTS, CONDITIONS AND RESTRICTIONS OF ANY GOVERNMENTAL AUTHORITY OR OF ANY OTHER PERSON OR ENTITY (INCLUDING, WITHOUT LIMITATION, THE AMERICANS WITH DISABILITIES ACT); (VI) THE ABILITY OF BUYER TO OBTAIN ANY NECESSARY GOVERNMENTAL APPROVALS, LICENSES OR PERMITS FOR THE CURRENT USE OR BUYER'S INTENDED USE, DEVELOPMENT OR REDEVELOPMENT OF THE PROPERTY; (VII) THE PRESENCE OR ABSENCE OF HAZARDOUS MATERIALS OR OTHER HAZARDOUS CONDITIONS ON, IN, UNDER, ABOVE OR ABOUT THE PROPERTY OR ANY ADJOINING OR NEIGHBORING PROPERTIES; (VIII) THE QUALITY OF ANY LABOR OR MATERIALS USED IN ANY IMPROVEMENTS; (IX) THE CONDITION OF TITLE TO THE PROPERTY; (X) ANY LEASES OR ANY CONTRACTS OR OTHER AGREEMENTS AFFECTING THE PROPERTY OR THE INTENTIONS OF ANY PERSON WITH RESPECT TO THE NEGOTIATION AND/OR EXECUTION OF ANY LEASES, CONTRACTS OR AGREEMENTS WITH RESPECT TO THE PROPERTY; OR (XI) THE ECONOMICS OF, OR THE INCOME AND EXPENSES, REVENUE OR EXPENSE PROJECTIONS OR OTHER FINANCIAL MATTERS RELATING TO, THE OWNERSHIP OR OPERATION OF THE PROPERTY. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, BUYER ACKNOWLEDGES AND AGREES THAT, BUYER IS NOT RELYING ON ANY REPRESENTATIONS, WARRANTIES, COVENANTS OR AGREEMENTS OF SELLER, ANY OTHER SELLER PARTY, OR ANY AGENT OR BROKER OF SELLER, WHETHER IMPLIED, PRESUMED OR EXPRESSLY PROVIDED AT LAW OR OTHERWISE, OR ARISING BY VIRTUE OF ANY STATUTE, COMMON LAW OR OTHER RIGHT OR REMEDY IN FAVOR OF BUYER. BUYER FURTHER ACKNOWLEDGES AND AGREES THAT SELLER IS UNDER NO DUTY TO MAKE ANY INQUIRY REGARDING ANY MATTER THAT MAY OR MAY NOT BE KNOWN TO SELLER, ANY OTHER SELLER PARTY, OR ANY OTHER AGENT OR BROKER OF SELLER.

Section 2.5. Release. Without limiting the provisions of Section 2.4, but subject to the express rights and remedies reserved to Buyer in this Agreement, Buyer, for itself and the other Buyer Parties (including without limitation any Permitted Assignee), waives all rights to recover from, and forever releases, discharges and covenants not to sue, Seller and the other Seller Parties with respect to any and all Claims, whether direct or indirect, known or unknown, foreseen or unforeseen, that may exist or arise on account of or in any way be connected with the Property (including without limitation the physical, operational, environmental, and structural condition of the Property) or any law or regulation applicable thereto, including without limitation any Claims or other matters relating to the use, presence, discharge or release of Hazardous Materials on, under, in, above or about the Property.

THE WAIVERS AND RELEASES CONTAINED IN SECTIONS 2.4 AND 2.5 EXTEND TO ALL CLAIMS OF ANY NATURE AND KIND WHATSOEVER, KNOWN OR UNKNOWN, SUSPECTED OR NOT SUSPECTED, AND, TO THE FULLEST EXTENT PERMISSIBLE BY LAW,

BUYER WAIVES ANY PROVISIONS OF APPLICABLE LAW THAT OTHERWISE MAY LIMIT OR PROHIBIT SUCH WAIVERS AND RELEASES. THE PROVISIONS OF THIS SECTION WILL SURVIVE THE CLOSING OR ANY EARLIER TERMINATION OF THIS AGREEMENT.

ARTICLE 3
CONDEMNATION

Section 3.1. Condemnation. If any condemnation proceedings are instituted, or notice of any condemnation or intent to condemn is given, with respect to all or any portion of the Real Property (a "**Condemnation**") prior to Closing, Seller will provide prompt written notice to Buyer of such Condemnation and Buyer may terminate this Agreement by written notice given to Seller within ten (10) Business Days after the date Buyer receives notice of such Condemnation. If Buyer so terminates this Agreement, then the Deposit will be returned to Buyer and neither Party will have any further rights or obligations under this Agreement except for Obligations Surviving Termination. If Buyer does not so terminate this Agreement, Buyer will remain bound to purchase the Property for the full Purchase Price pursuant to the terms of this Agreement, without regard to the occurrence or effect of the Condemnation; provided that at Closing Seller will assign to Buyer Seller's interest in the award payable to Seller on account of the Condemnation (if any), but net of any losses, costs and expenses reasonably incurred by Seller prior to Closing in connection with the Condemnation.

ARTICLE 4
OFAC

Section 4.1. OFAC and Source of Funds. Buyer and Seller each represent and warrant to the other, and to Escrow Agent, that (a) such Party is not a Restricted Person; (b) such Party is not knowingly acting, directly or indirectly, for, on behalf of, or in conjunction with any Restricted Person and is not engaging in, instigating or facilitating this transaction for or on behalf of any Restricted Person; (c) such Party is not engaging in this transaction, directly or indirectly, in violation of any laws relating to drug trafficking, money laundering or predicate crimes to money laundering; and (d) none of the funds of such Party to be utilized in this transaction have been or will be derived from any unlawful activity with the result that such Party, its funds, or the Property is subject to potential seizure, forfeiture or other such remedy or that this Agreement or the transactions hereunder are or will be in violation of any applicable laws or regulations. The provisions of this Section will survive the Closing (in this sole instance, without regard to the limitations contained in Section 4.5) or any earlier termination of this Agreement.

ARTICLE 5
CLOSING, DELIVERIES AND PRORATIONS

Section 5.1. Closing. The Closing will be performed through an escrow closing conducted by Escrow Agent on the Closing Date.

Section 5.2. Closing Documents.

(a) On or before the Closing Date, Seller will deposit the following into escrow, with all documents having been duly executed (and if to be recorded, acknowledged) by Seller:

(i) a Limited Warranty Deed in the form attached hereto as Exhibit B (the "**Deed**");

(ii) a quitclaim deed for the Property based on Buyer's Survey;

(iii) an Assignment of Intangible Property in the form attached hereto as Exhibit C (the "**General Assignment**");

(iv) the closing settlement statement;

(v) such disclosures and reports (including tax reporting and withholding certificates) as are required of Seller by applicable state and local law in connection with the conveyance of the Property;

(vi) a confirmation pursuant to Section 1445(b)(2) of the Code that Seller is not a "foreign person" within the meaning of Section 1445(f)(3) of the Code;

(vii) an "owner's affidavit" or comparable assurance to Title Company regarding work performed and other customary matters, in a form reasonably acceptable to Seller and Title Company; and

(viii) such other documents as may be required hereunder, and such other customary documents as are necessary and appropriate to effect the Closing and are reasonably acceptable to Seller.

(b) On or before the Closing Date, Buyer will deposit the following into escrow, with all documents having been duly executed (and if to be recorded, acknowledged) by Buyer:

(i) the Purchase Price, less the amount of the Deposit, as adjusted and reflected in the closing settlement statement agreed upon by Buyer and Seller;

(ii) a counterpart of the General Assignment;

(iii) a closing settlement statement;

(iv) such disclosures (including tax reporting and withholding certificates) as are required of Buyer by applicable state and local law in connection with the conveyance of the Property; and

(v) such other documents as may be required hereunder, and such other customary documents as are necessary and appropriate to effect the Closing and are reasonably acceptable to Buyer.

(c) The acceptance by Buyer of the Deed at Closing shall be deemed to be a full performance and discharge of every obligation on the part of Seller to be performed under this Agreement, other than those that are specifically stated in this Agreement to survive the Closing.

Section 5.3. Prorations. Items of income and expense relating to the Property will be adjusted between Seller and Buyer as provided below. Closing Date prorations will be made as of 12:01 A.M. local time on the day of Closing as if Buyer was the owner of the Property for the entire Closing Date.

(a) Real Estate Taxes due and payable in the calendar year of Closing will be prorated as of the Closing Date. If the Closing occurs before the tax rate is fixed for the then current year, the apportionment of Real Estate Taxes will be made on the basis of the tax rate for the immediately preceding year applied to the latest assessed valuation of the Property.

(b) All other items of expense for the Property, including but not limited to any utility charges, maintenance charges, and charges under any Permitted Exceptions, will be prorated as of the Closing Date. For any utilities in the name of Seller, Buyer and Seller will cooperate to arrange for final utility readings as close to the Closing Date as possible and the issuance of a final bill to Seller, with Buyer being designated

the billing party in lieu of Seller from and after the Closing Date. Seller will be entitled to receive and retain any deposits of Seller held by utility companies with respect to the Property.

(c) The Purchase Price, prorations, closing costs, and any other credits and adjustments will be reflected on a closing settlement statement prepared by Escrow Agent.

(d) The provisions of this Section 5.3 that by their terms are to occur after Closing will survive the Closing.

Section 5.4. Closing Costs. At Closing, Seller will pay (a) the costs of any transfer tax, documentary stamps or recording or other similar tax; (b) the costs of releasing any financing liens or other encumbrances that are required to be released by Seller and of recording such releases; (c) one-half of the fees and costs due Escrow Agent for its sale escrow services under this Agreement; and (d) all other costs this Agreement expressly requires Seller to pay. At Closing, Buyer will pay (i) all title insurance costs and charges, including, without limitation, the insurance premium amount for a standard coverage owner's policy of title insurance, any costs for extended coverage, title endorsements, lender policies or other coverage requested by Buyer; (ii) the cost of any new or updated Survey obtained by Buyer; (iii) the cost of recording the Deed and any other Closing Documents; (iv) one-half of the fees and costs due Escrow Agent for its sale escrow services under this Agreement; and (v) all other costs this Agreement expressly requires Buyer to pay. Except as otherwise expressly provided for in this Agreement, Seller and Buyer will each be solely responsible for and bear all of their own respective transaction costs and expenses, including without limitation all expenses of legal counsel. Any other closing costs and charges not specifically designated as the responsibility of either Party in this Agreement will be paid by the Parties according to the usual and customary allocation/apportionment of such costs by Escrow Agent in the jurisdiction in which the Property is located, including.

Section 5.5. Brokers. Buyer and Seller each state to the other that no broker, finder or comparable Person was utilized in arranging this transaction and that there are no claims or rights for brokerage fees, commissions, finders' fees, or comparable fees or compensation due to any Person in connection with the transactions contemplated by this Agreement. If any Person asserts a claim for a commission, fee or other compensation based upon any contact, dealings or communication with Buyer or Seller, then the Party through whom such Person makes its claim will indemnify, defend and hold harmless the other Party from such claim and any and all costs, damages, liabilities or expenses (including without limitation, reasonable attorneys' fees and disbursements) incurred by the other Party in connection with such claim. The provisions of this Section will survive the Closing or earlier termination of this Agreement.

ARTICLE 6
DEFAULT; REMEDIES

Section 6.1. Default by Seller. If Seller fails to perform any obligation of Seller under this Agreement prior to or at Closing and does not cure such failure (a) within one (1) Business Day after receipt of written notice from Buyer asserting Seller's failure to timely deliver Closing Documents or authorize Closing if and when required of Seller for Closing to occur under this Agreement, or (b) within ten (10) days after receipt of written notice from Buyer asserting Seller's failure to perform any other obligation of Seller (any such failure, if not cured within such period, being a "**Seller Default**"), then Buyer will elect by giving written notice to Seller and Escrow Agent within thirty (30) days after the occurrence of such Seller Default, as Buyer's sole and exclusive remedy against Seller, either to (i) terminate this Agreement, in which event the Deposit will be returned to Buyer and neither of the Parties will have any further rights, liabilities or obligations under this Agreement, except for Obligations Surviving Termination, or (ii) bring a suit for specific performance against Seller to compel Seller to convey the Property to Buyer as required under this Agreement. Buyer shall be deemed to have elected to terminate this Agreement (as provided in

subsection 6.1(i) above) if Buyer does not deliver to Seller written notice of Buyer's intent to file a cause of action for specific performance against Seller on or before thirty (30) days after such Seller Default, or having timely given Seller such notice, fails to file and serve Seller with a lawsuit asserting such cause of action within sixty (60) days after such notice.

Section 6.2. Default by Buyer. If Buyer fails to perform any obligation of Buyer under this Agreement prior to or at Closing and does not cure such failure (a) within one (1) Business Day after receipt of written notice from Seller asserting Buyer's failure to (i) timely pay or deposit any amount of money required to be paid or deposited by Buyer under this Agreement, or (ii) timely deliver Closing Documents or authorize Closing if and when required of Buyer for Closing to occur under this Agreement, or (b) within ten (10) days after receipt of written notice from Seller asserting Buyer's failure to perform any other obligation of Buyer (any such failure, if not cured within such period, being a "**Buyer Default**"), then Seller will be entitled, as Seller's sole and exclusive remedy against Buyer, to terminate this Agreement and receive the Deposit as Seller's agreed and total liquidated damages by giving written notice of termination to Buyer and Escrow Agent within thirty (30) days after the occurrence of such Buyer Default. Upon Seller's receipt of the Deposit, neither of the Parties will thereafter have any further rights, liabilities or obligations under this Agreement except for Obligations Surviving Termination. The Parties have agreed that Seller's actual damages in the event of a Buyer Default would be extremely difficult or impracticable to determine. The Parties have therefore agreed that, considering all the facts and circumstances existing as of the Effective Date, the amount of the Deposit is a reasonable estimate of the damages that Seller would incur in the event of a Buyer Default. Each Party specifically confirms the accuracy of the statements made above and the fact that each Party was represented by counsel who explained, at the time this Agreement was made, the consequences of this liquidated damages provision.

Section 6.3. Limitations on Liability. Notwithstanding anything set forth herein to the contrary, in no event will either Party be liable to the other Party for any lost profits or consequential, indirect, special or punitive damages suffered by a Party as a result of any failure, breach or default, either before or after Closing, by the other Party under this Agreement or any of the Closing Documents. Notwithstanding anything to the contrary set forth in this Agreement or any of the Closing Documents, (i) Seller will have no liability whatsoever with respect to any Claims suffered or incurred by, asserted or assessed against, or imposed upon Buyer or any Buyer Party under or with respect to this Agreement, the Property, or any Closing Document, except to the extent (and only to the extent) that such Claims exceed $25,000.00 (the "**Threshold Amount**"); and (ii) in no event will the total aggregate liability of Seller and any Seller Parties for any or all Claims with respect to the entirety of the Property and the transactions contemplated by this Agreement and the Closing Documents exceed $100,000.00 (the "**Maximum Amount**"). Buyer shall not make any Claims unless Buyer in good faith believes the Claims would exceed the Threshold Amount, and Buyer shall not seek or receive for such Claims any remedies or awards that individually or in the aggregate would exceed the Maximum Amount. The terms, provisions and limitations of this Article will survive the Closing or any earlier termination of this Agreement.

ARTICLE 7
MISCELLANEOUS

Section 7.1. Notices. Any notices required or permitted to be given under this Agreement must be given in writing and delivered to the recipient's notice address as provided in this Agreement either (a) in person, (b) by certified mail, postage prepaid, return receipt requested, (c) by a commercial overnight courier for next Business Day delivery, or (d) by email. The notice addresses for the Parties are as set forth in the Summary of Terms. Either Party may specify a different or additional domestic (United States) notice address for itself as such Party may from time to time desire by giving notice thereof in writing as provided above to the other Party. If sent by email, a notice shall be deemed given upon the date when such email is transmitted by the sending Party to the receiving Party's notice address, and shall be deemed

received on that same date. If personally delivered, a notice shall be deemed given and received upon the date of such delivery. If sent by overnight courier service, a notice shall be deemed given upon the date of deposit with such courier and deemed received upon the date of delivery or refusal of delivery at the notice address. If sent by certified mail, a notice shall be deemed given and received on the fourth Business Day after deposit into the US Mail. Notices from or signed by the legal counsel for a Party will be equally effective as a notice from such Party itself.

Section 7.2. Entire Agreement. This Agreement, together with the Exhibits and Schedules hereto, contains all agreements, representations, warranties and covenants made by Buyer and Seller and constitutes the entire understanding between the Parties with respect to the purchase and sale of the Property. All Exhibits and Schedules to this Agreement are fully incorporated as a part of this Agreement. Any prior correspondence, memoranda, letters of intent, or other agreements between the Parties are not binding on or enforceable against either Party, and are entirely superseded and replaced by this Agreement.

Section 7.3. Confidentiality. Buyer agrees to keep the Confidential Information strictly confidential and shall not disclose, permit the disclosure of, release, disseminate or transfer, whether written or orally or by any other means, such Confidential Information, in whole or in part, in any manner; provided, however, that the Buyer Parties may make such limited disclosures, strictly on a "need-to-know" basis, to and among the Buyer Parties as may reasonably be required in connection with Buyer's evaluation of the Property. Buyer agrees that the other Buyer Parties must be informed by Buyer of the confidential nature of the Confidential Information and must be required by Buyer to treat the Confidential Information in confidence as required under this Agreement. Notwithstanding the foregoing, (a) to the extent required by a Buyer Party's customary internal policies or other legal requirements applicable to such Buyer Party, such Buyer Party may retain a copy of Confidential Information solely to satisfy such requirements, provided that such Buyer Party must otherwise strictly maintain the confidentiality thereof; and (b) a Buyer Party may disclose Confidential Information to the extent required to be disclosed pursuant to court order or subpoena, but only after such Buyer Party has notified Seller of any request, court order or subpoena seeking or requiring disclosure of Confidential Information and has given Seller the reasonable opportunity to appeal or challenge the same. Buyer agrees that money damages would not be a sufficient remedy for any breach of the confidentiality provisions of this Agreement by Buyer or any Buyer Parties and Seller will be entitled to equitable relief, including injunction and specific performance, as a remedy for any such breach. The confidentiality covenants and obligations set forth in this Agreement shall survive Closing or earlier termination of this Agreement.

Section 7.4. Time. Time is of the essence under this Agreement; provided, however, that if a deadline or date for performance, or for the giving or receipt of a notice, falls on a day that is not a Business Day, such deadline or date shall be deemed extended to the next Business Day.

Section 7.5. Attorneys' Fees. In addition to the remedies provided in Article 6 above, if there is any litigation, action or other proceeding between the Parties ("**Action**") to enforce any provisions or rights arising under or in connection with this Agreement or the Closing Documents, the Party that is determined to have prevailed in such Action will also be entitled to an award against the non-prevailing Party for all costs and expenses, including but not limited to reasonable attorneys' fees, reasonably incurred by the prevailing Party in connection with the prosecution or defense of such Action. The provisions of this Section will survive the Closing or any earlier termination of this Agreement.

Section 7.6. Merger of Obligations. Obligations that are expressly provided in this Agreement to survive or be performed after the Closing will not merge with the transfer of legal title to the Property but will remain in effect until fulfilled; all other obligations of the Parties will merge with and be extinguished upon the transfer of legal title to the Real Property to Buyer at Closing.

Section 7.7. Assignment. Subject to the provisions of this Section, Buyer may, by written notice given to Seller not less than five (5) Business Days prior to the Closing, assign Buyer's right to receive the conveyance of the Property under this Agreement to a Permitted Assignee. Buyer's rights and obligations under this Agreement are not otherwise transferable, assignable or delegable, directly or indirectly, without the prior written consent of Seller, which consent may be given or withheld in Seller's sole and absolute discretion.

Section 7.8. Governing Law; Jurisdiction and Venue. THIS AGREEMENT WILL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE IN WHICH THE REAL PROPERTY IS LOCATED (the "**Property State**"). For the purposes of any suit, action or proceeding involving this Agreement, each Party expressly submits to the jurisdiction of all federal and state courts sitting in either the state in which the Escrow Agent's office noted above is located (the "**Escrow State**") or (if different) the Property State and consents that any order, process, notice of motion or other application to or by any such court or a judge thereof may be served within or without such court's jurisdiction by registered mail or by personal service, provided that a reasonable time for appearance is allowed, and each Party agrees that such courts will have jurisdiction over any such suit, action or proceeding commenced by any Party. Each Party irrevocably waives any objection that it may now or hereafter have to the laying of venue of any suit, action or proceeding arising out of or relating to this Agreement brought in any federal or state court sitting in either the Escrow State or the Property State and further irrevocably waives any claim that any such suit, action or proceeding brought in any such court has been brought in an inconvenient forum. The foregoing provisions are not intended to establish either the Escrow State or the Property State as the exclusive forum for any suit, action or proceeding involving this Agreement, but merely to establish the consent and agreement of each Party to such non-exclusive jurisdiction and venue in the event of any contest or dispute over such matters.

Section 7.9. Interpretation of Agreement. The Article, Section and other headings of this Agreement are for convenience of reference only and shall not be construed to affect the meaning of any provision contained in this Agreement. Where the context so requires, (a) the use of the singular shall include the plural and vice versa and the use of the masculine shall include the feminine and the neuter; (b) the words "herein", "hereof" and "hereunder" and other words of similar import refer to this Agreement as a whole and not to any particular Article, Section or other subdivision; and (c) the words "including" and "include" and other words of similar import will be deemed to be followed by the phrase "without limitation."

Section 7.10. Amendments; No Waiver. No modification, waiver, amendment or discharge of or under this Agreement will be valid unless contained in a writing signed by the Party against whom enforcement is sought. No waiver by Seller or Buyer of a breach of any of the terms, covenants or conditions of this Agreement will be construed or held to be a waiver of any succeeding or preceding breach of the same or any other term, covenant or condition contained in this Agreement.

Section 7.11. No Recording. Neither this Agreement nor any memorandum or short form thereof may be recorded by Buyer or any Buyer Party. Any such recording of this Agreement or a memorandum or short form hereof by Buyer or any Buyer Party will constitute an immediate Buyer Default, and in addition to Seller's other remedies therefor, Seller may conclusively establish the complete release and removal of such recorded document simply by recording a copy of this provision of this Agreement.

Section 7.12. No Third Party Beneficiary. Except as may be expressly stated herein, the provisions of this Agreement do not and are not intended to benefit any third parties.

Section 7.13. Severability. If any one or more of the covenants, agreements, conditions, provisions, or terms of this Agreement is, in any respect or to any extent (in whole or in part), held to be

invalid, illegal or unenforceable for any reason, all remaining portions thereof that are not so held, and all other covenants, agreements, conditions, provisions, and terms of this Agreement, will not be affected by such holding, but will remain valid and in force to the fullest extent permitted by law.

Section 7.14. Counterparts; Signatures. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which taken together will constitute one and the same Agreement. Signatures to this Agreement sent by email (including ".pdf"), or delivered by other electronic means will be valid and effective to bind the Party so signing. Each Party agrees to promptly deliver a "hard copy" of this Agreement bearing such Party's original manual ink signature to the other Party upon request, but a failure to do so will not affect the enforceability of this Agreement.

ARTICLE 8
DEVELOPMENT APPROVALS

Section 8.1. For purposes of this Agreement, the term "**Approvals Period**" shall mean the period commencing on the Effective Date and expiring on the earlier of (i) the date on which Buyer has obtained issuance of the Development Approvals (defined below), and (ii) the date which is one hundred twenty (120) days after the expiration of the Diligence Period. Notwithstanding the foregoing to the contrary, if Buyer has not obtained issuance of all Development Approvals as of the expiration of then scheduled Approvals Period, Buyer may elect to extend the Approvals Period for a maximum of three (3) periods of up to thirty (30) days per period (each an "**Extension Option**"). Buyer may exercise each Extension Option at least five (5) days prior to expiration of the then scheduled Approvals Period (but in each case, only if and to the extent all Development Approvals have not then been issued), by (i) delivering written notice to Seller of Buyer's election to exercise such Extension Option, and (ii) depositing with Escrow Agent the amount of Ten Thousand and No/100 Dollars ($10,000) (each an "**Extension Deposit**"). Notwithstanding the foregoing, Buyer may exercise the third Extension Option only if Buyer has received Planning Commission Approval at the time of exercising such Extension Option. Upon depositing each Extension Deposit with Escrow Agent, such Extension Deposit shall be non-refundable to Buyer and shall not be applicable to the Purchase Price. On or before the expiration of the Approvals Period, Buyer may pursue issuance of final, unappealable (x) land disturbance permit, (y) site plan approval, and (z) elevation approval and any other approvals necessary or desired from the applicable governmental authorities in order to allow development of the Property for Buyer's Intended Use (collectively, the "**Development Approvals**"). Notwithstanding anything in this Agreement to the contrary, in the event Buyer has not obtained the Development Approvals prior to the expiration of the Approvals Period (as may be extended in accordance with the terms hereof), Buyer may elect either to (i) terminate this Agreement on or before expiration of the Approvals Period, upon which termination, the Deposit, and all interest earned thereon, shall be paid to Seller, or (ii) proceed to close the transaction contemplated by this Agreement, thereby waiving the condition set forth in this Section. Buyer shall be responsible for pursuing the Development Approvals, and shall apply for such Development Approvals by the end of the Diligence Period. Seller hereby agrees to reasonably cooperate with Buyer, at no material cost to Seller, in applying for and pursuing the Development Approvals, and in obtaining any desired utility easements.

[SIGNATURES COMMENCE ON THE NEXT PAGE]

IN WITNESS WHEREOF, Buyer and Seller have caused this Agreement to be executed and delivered by their duly authorized representatives as of the Effective Date written above.

BUYER:

EPIC DEVELOPMENT ATLANTA, LLC,
A Georgia limited liability company

By: EPICITY, INC., a Georgia corporation, its Manager

By: _____
Jim LaVallee, VP

SELLER:

SCP HAPEVILLE TH OWNER, LLC
a Georgia limited liability company

By: South City Partners, LLC
its Manager

By: _____
Name: John W. Long
Title: Authorized Person

ESCROW AGENT'S ACCEPTANCE

The foregoing fully executed Agreement is accepted by the undersigned as the "Escrow Agent" under this Agreement this _____ day of _____, 2021. Escrow Agent accepts the engagement to handle the escrow established by this Agreement in accordance with the terms set forth in this Agreement.

Chicago Title Insurance Company

By: _____
Name: Susan Vander Meer
Title: Vice President,
Title Production and Escrow Manager

Escrow Agent Address for Notices:

Chicago Title Insurance Company
4170 Ashford Dunwoody Road, Suite 460
Atlanta, Georgia 30319
Attn: Susan Vander Meer
Telephone: 770-325-4810
Electronic Mail: susan.vandermeer@cticga.com

EXHIBIT A
LEGAL DESCRIPTION OF THE LAND

Tract 2:

All that tract or parcel of land lying and being in Land Lot 96 & 65 of the 14th District, City of Hapeville, Fulton County, Georgia and being more particularly described as follows:

BEGINNING at an iron pin set at the intersection of the westerly Right of Way of Sunset Avenue (50' R/W) and the northeasterly Right of Way of King Arnold Street (50' R/W); from point thus established and running along the northeasterly Right of Way of King Arnold Street North 74° 08' 39" West a distance of 194.57 feet to a 1/2" rebar found; thence North 74° 08' 39" West a distance of 238.49 feet to a 3/4" open top pipe found; thence leaving said Right of Way North 11° 39' 45" East a distance of 81.83 feet to a 1/2" rebar found on the southerly Right of Way of Arnold Street, unopened Road; thence running along said Right of Way South 88° 58' 44" East a distance of 217.91 feet to an iron pin set; thence South 88° 58' 42" East a distance of 189.84 feet to an iron pin set at the intersection of the southerly Right of Way of Arnold Street and the westerly Right of Way of Sunset Avenue (50' R/W); thence running along the westerly Right of Way of Sunset Avenue South 02° 17' 23" West a distance of 191.35 feet to the TRUE POINT OF BEGINNING. Said tract contains 1.301 Acres (56,674 Square Feet).

Tract 3:

All that tract or parcel of land lying and being in Land Lot 95 of the 14th District, City of Hapeville, Fulton County, Georgia and being more particularly described as follows:

BEGINNING at a 1/2" open top pipe at the intersection of the northerly Right of Way of Arnold Street (not open) and the easterly Right of Way of Lavista Drive formerly known as Homestead Avenue (30' R/W); thence running along said easterly Right of Way of Lavista Drive North 33° 50' 06" East a distance of 99.87 feet to a 1/2" rebar found; thence leaving said Right of Way South 54° 53' 42" East a distance of 149.77 feet to an iron pin set; on the aforementioned northerly Right of Way of Arnold Street (not open); thence running along said Right of Way North 88° 58' 43" West a distance of 178.16 feet to the TRUE POINT OF BEGINNING. Said tract contains 0.172 Acres (7,477 Square Feet).

EXHIBIT B

DEED

Form of Limited Warranty Deed

After recording, return to:

_____

_____

_____

Attn: _____

Property Tax Parcel ID#:

STATE OF GEORGIA

COUNTY OF _____

LIMITED WARRANTY DEED

THIS INDENTURE, made effective as of the ____ day of _____, 20__, between _____, a _____ _____ (the GRANTOR"), and _____, a _____ _____ (the "GRANTEE"); "Grantor" and "Grantee" shall include their respective heirs, successors and assigns.

WITNESSETH:

THAT, for and in consideration of the sum of TEN AND NO/100 DOLLARS ($10.00) in hand paid and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor has granted, bargained, sold, aliened, conveyed and confirmed, and by these presents does hereby grant, bargain, sell, alien, convey and confirm unto Grantee that certain tract or parcel of land lying and being in Fulton County, Georgia and being more fully described in Exhibit "A" attached hereto and made a part hereof, together with all improvements located thereon, if any, together with all rights, members and appurtenances in any manner appertaining or belonging to said property (collectively the "PROPERTY");

TO HAVE AND TO HOLD the Property to the only proper use, benefit and behoof of Grantee forever in fee simple; subject only to those matters described on Exhibit "B" attached hereto and made a part hereof (hereinafter the "PERMITTED EXCEPTIONS"), and Grantor shall, subject to the Permitted Exceptions, warrant and forever defend the right, title and interest to the Property unto Grantee against the claims of all persons claiming by, through or under Grantor, but not otherwise.

(Signature Page to Follow)

FIRST AMENDMENT OF AGREEMENT OF PURCHASE AND SALE

This Amendment ("**Amendment**"), made as of the 15th day of November, 2021, by and between **SCP HAPEVILLE TH OWNER, LLC a Georgia limited liability company** ("**Seller**"), and **EPIC DEVELOPMENT ATLANTA, LLC, a Georgia limited liability company** ("**Buyer**").

W I T N E S S E T H:

WHEREAS, Buyer holds the "Buyer's" interest in and to that certain Agreement of Purchase of Real Estate, as more particularly described on **Exhibit A** attached hereto and incorporated by this reference (the "**Agreement**"), whereby Buyer has agreed to purchase certain real property located in Fulton County, Georgia (referred to herein as the "**Property**") from the Seller, as more particularly described in such Agreement; and

WHEREAS, Buyer and Seller wish to amend the Agreement as set forth herein.

NOW THEREFORE, for Ten Dollars ($10.00) and other good and valuable consideration, the receipt, adequacy and sufficiency of which are hereby acknowledged, the parties hereto do hereby agree as follows:

1. **Defined Terms**: Defined terms used in this Amendment shall have the meanings as defined in the Agreement.

2. **Diligence Period.** Buyer and Seller hereby change the Definition of "Diligence Period" from "sixty (60) days after the Effective Date" to "**ninety (90) days after the Effective Date**".

3. **Continuing Effect**. This Amendment may be executed in multiple counterparts and/or delivered in a legally binding manner by facsimile or emailed pdf. Excepted as amended hereby, the Agreement remains in full force and effect.

SIGNATURES ON FOLLOWING PAGE

IN WITNESS WHEREOF, Buyer and Seller have caused this Amendment to be executed under seal on the date and year first above written.

SELLER:

SCP HAPEVILLE TH OWNER, LLC

By: South City Partners, LLC,
its Manager

By: _____
John W. Long, Authorized Person

BUYER:

EPIC DEVELOPMENT ATLANTA, LLC

By: _____ V.P.
JIM LAVALLEE, VP

SECOND AMENDMENT OF AGREEMENT OF PURCHASE AND SALE

This Amendment ("**Amendment**"), made as of the 7th day of December, 2021, by and between **SCP HAPEVILLE TH OWNER, LLC a Georgia limited liability company** ("**Seller**"), and **EPIC DEVELOPMENT ATLANTA, LLC, a Georgia limited liability company** ("**Buyer**").

W I T N E S S E T H:

WHEREAS, Buyer holds the "Buyer's" interest in and to that certain Agreement of Purchase of Real Estate, as more particularly described on **Exhibit A** attached hereto and incorporated by this reference (the "**Agreement**"), whereby Buyer has agreed to purchase certain real property located in Fulton County, Georgia (referred to herein as the "**Property**") from the Seller, as more particularly described in such Agreement; and

WHEREAS, Buyer and Seller wish to amend the Agreement as set forth herein.

NOW THEREFORE, for Ten Dollars ($10.00) and other good and valuable consideration, the receipt, adequacy and sufficiency of which are hereby acknowledged, the parties hereto do hereby agree as follows:

1. **Defined Terms**: Defined terms used in this Amendment shall have the meanings as defined in the Agreement.

2. **Diligence Period.** Buyer and Seller hereby change the Definition of "Diligence Period" from "sixty (60) days after the Effective Date" to "**through January 31, 2021**".

3. **Extension Fee.** In exchange for the extension of the Diligence Period described above, Purchaser shall pay an extension free to Seller of **$10,000.00**, which extension fee shall be non-refundable but applicable to the Purchase Price at Closing.

4. **Continuing Effect**. This Amendment may be executed in multiple counterparts and/or delivered in a legally binding manner by facsimile or emailed pdf. Excepted as amended hereby, the Agreement remains in full force and effect.

SIGNATURES ON FOLLOWING PAGE

IN WITNESS WHEREOF, Buyer and Seller have caused this Amendment to be executed under seal on the date and year first above written.

SELLER:

SCP HAPEVILLE TH OWNER, LLC

By: South City Partners, LLC,
its Manager

By: _____
John W. Long, Authorized Person

BUYER:

EPIC DEVELOPMENT ATLANTA, LLC

By: _____
JIM LAVALLEE. VP

EXHIBIT A

Agreement of Purchase of Real Estate, dated September 17, 2021, 2021, between Buyer and Seller, as amended by First Amendment dated November 15, 2021.

EXHIBIT C

ASSIGNMENT OF
INTANGIBLE PROPERTY

THIS ASSIGNMENT OF INTANGIBLE PROPERTY (this "**Assignment**") is made as of the _____ day of _____, 202__ (the "**Assignment Date**"), by and between _____, a _____ ("**Assignor**") and _____, a _____ ("**Assignee**").

WHEREAS, Assignor is transferring Assignor's interest in and to the real property described on Exhibit A attached hereto (the "**Property**") to Assignee as of the Assignment Date pursuant to an Agreement of Purchase and Sale dated as of _____, 201__ ([as amended and assigned,] the "**Purchase Agreement**"); and

WHEREAS, Assignor desires to transfer to Assignee all of Assignor's right, title and interest in and to certain Intangible Property (as defined in the Purchase Agreement) that relates to the Property.

NOW, THEREFORE, for and in consideration of Ten Dollars ($10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor and Assignee agree as follows:

1. Assignor hereby assigns and transfers to Assignee all of Assignor's right, title, interest in and to the Intangible Property. This Assignment shall not be construed as a representation or warranty by Assignor as to the transferability of the Intangible Property, and Assignor shall have no liability to Assignee in the event that any or all of the Intangible Property (a) is not transferable to Assignee or (b) is canceled or impaired by reason of this Assignment or any acts of Assignee.

2. This Assignment is made by Assignor without recourse and without any express or implied representation or warranty of any kind, except as may be expressly set forth in the Purchase Agreement.

3. This Assignment will inure to the benefit of and will be binding upon the parties hereto and their respective successors and assigns. This Assignment is executed and delivered pursuant to, and is subject to the applicable terms and conditions of, the Purchase Agreement.

4. This Assignment will be governed by and construed in accordance with the laws of the State in which the Property is located applicable to contracts made and performed entirely therein.

5. The parties agree that this Assignment may be executed by the parties in one or more counterparts, and via "pdf" or other electronic means, each of which shall be deemed an original, and all of which together will constitute one and the same instrument.

[Signature(s) on Following Page(s)]

EXHIBIT D

ESCROW INSTRUCTIONS

1. Escrow Agent is authorized to take all appropriate action necessary to comply with this Agreement.

2. All money payable under this Agreement prior to Closing will be paid to Escrow Agent, unless otherwise specified. All funds received by Escrow Agent will be deposited by Escrow Agent in a federally-insured account in a State or National Bank (FDIC insured) unless otherwise directed in writing by both Seller and Buyer. Escrow Agent may not commingle the Deposit with other funds held in its "trustees account". Escrow Agent will invest the Deposit in an interest-bearing account meeting the above requirements if so directed by Buyer. Any interest earned on the Deposit will belong to Buyer and be treated and reported as the income of Buyer (regardless of the ultimate disposition of the Deposit) and Buyer will be responsible for paying all taxes on any interest earned on the Deposit, which obligation will survive the Closing.

3. Disbursement of funds from Escrow Agent to Seller or Buyer will be made by wire transfer. Unless otherwise specified by a Party, disbursement of any funds to any payee other than Seller or Buyer may be made by check of Escrow Agent. Escrow Agent will be under no obligation to disburse any funds represented by check or draft and no check or draft will be payment to Escrow Agent in compliance with any of the requirements hereof until it has commercially reasonable assurance that such check or draft has been or will be honored.

4. Any Party seeking release or disbursement of the Deposit prior to Closing will make written demand therefor upon both Escrow Agent and the other Party. If Escrow Agent intends to release the Deposit to either Party pursuant to this Agreement (other than at Closing), then Escrow Agent will give the other Party not less than five (5) Business Days prior written notice of such fact and if Escrow Agent receives written notice during such five (5) Business Day period that such other Party objects to the release, then unless Escrow Agent concludes in its reasonable discretion that such objection is without merit under the applicable provisions of this Agreement, Escrow Agent will not release the Deposit and any such dispute will be resolved as provided herein. Escrow Agent will promptly notify both Parties of any actual release of the Deposit. All notices will be provided as required under the notice provisions of this Agreement.

5. When this Agreement and all title requirements have been complied with (including without limitation all conditions set forth in any closing instructions agreed to by Escrow Agent), Escrow Agent will deliver, file or record in the appropriate public office all necessary documents, disburse all funds and instruct the Title Company to issue the appropriate title insurance policy(ies).

6. Escrow Agent may for reasonable cause resign upon ten (10) days written notice to the Parties; provided that Escrow Agent will transfer the escrow together with all documents and funds to an escrow agent acceptable to both Seller and Buyer, or if Seller and Buyer cannot agree upon an acceptable escrow agent, then Escrow Agent will have the right to resign and interplead all funds and documents to a court of competent jurisdiction.

7. Escrow Agent may at its election, in the event of any conflicting demands made upon it concerning this Agreement where this Agreement does not clearly specify the course of action Escrow Agent is required to take, hold any money and documents deposited under this Agreement that are the subject of such conflict until it receives mutual instructions by all Parties or until a civil action will have been concluded in a court of competent jurisdiction, determining the rights of the Parties. In the alternative,

in such situation Escrow Agent may, at its discretion, commence a civil action to interplead any conflicting demands to a court of competent jurisdiction.

8. Escrow Agent will be entitled to rely upon any judgment, certification, demand or other writing delivered to it under this Agreement without being required to determine the authenticity or the correctness of any fact stated therein, the propriety or validity thereof, or the jurisdiction of a court issuing any such judgment. Escrow Agent may act in reliance upon (a) any instrument or signature believed to be genuine and duly authorized, and (b) advice of counsel in reference to any matter or matters connected therewith.

9. Escrow Agent will have no liability whatsoever arising out of or in connection with its activity as escrow agent except in the case of its negligence or willful misconduct or a breach by Escrow Agent of these Escrow Instructions and Seller and Buyer jointly and severally agree to indemnify and hold harmless Escrow Agent from all loss, cost, claim, damage, liability and expenses (including reasonable attorneys' fees) that may be incurred by reason of its acting as escrow agent unless caused by Escrow Agent's negligence or willful misconduct or a breach by Escrow Agent of this Agreement.

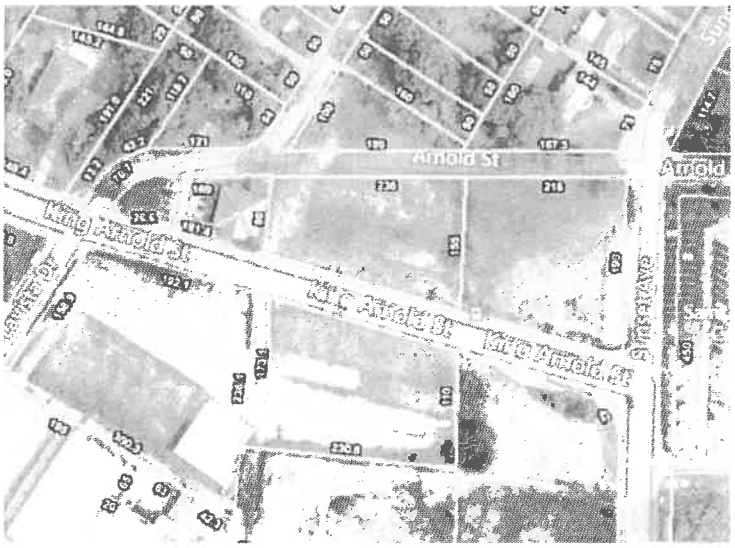
10. If escrow fails to close because of Seller's default, Seller will be liable for any cancellation charges of Escrow Agent. If escrow fails to close because of Buyer's default, Buyer will be liable for any cancellation charges of Escrow Agent. If escrow fails to close for any other reason, Seller and Buyer will each be liable for one-half of any cancellation charges of Escrow Agent.

11. Escrow Agent will be "the person responsible for closing" the transaction pursuant to Internal Revenue Code Section 6045(e), including preparing and filing the applicable IRS Form(s) 1099-S in compliance with Section 6045(e). The provisions of these Escrow Instructions will survive the Closing or any earlier termination of this Agreement.

SCHEDULE 1

SELLER DELIVERIES

1. Seller's existing environmental site assessment
2. Seller's existing title policy
3. Seller's existing survey of the Real Property
4. The current draft of the proposed Plat for Tract 2.
5. All other Property related materials in Seller's possession or reasonable control.



REAL ESTATE APPRAISAL OF
ARNOLD ST
HAPEVILLE, GA

DATE OF VALUATION: 12 JANUARY 2022

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

12 January 2022

City of Hapeville
3468 North Fulton Ave
Hapeville, GA 30354

RE: Real Estate Appraisal Report on
Property located at: Arnold St
Hapeville, GA
Fulton County

Dear City of Hapeville,

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

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

.276 +/- Acres, vacant,
Land Lot 66, District 14;
Fulton County, Georgia

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

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

$90,200.00

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

Your attention is directed to the appraisal report following.

Thank you for the privilege of serving you.

Respectfully submitted,

Michael H. Biggers,
GA Certified General Appraiser #732

EXECUTIVE SUMMARY

APPRAISAL REPORT

SECTION I	INTRODUCTION Regional Data Neighborhood Data Highest and Best Use
SECTION II	APPRAISAL PROCEDURE
SECTION III	COST APPROACH
SECTION IV	INCOME APPROACH
SECTION V	MARKET APPROACH
SECTION VI	VALUE RECONCILIATION
DATE OF VALUATION	1/12/2022
FINAL VALUE CONCLUSION, AS IS	**$90,200.00**
	ADDENDUM CERTIFICATION LIMITING CONDITIONS MAPS PHOTOS

APPRAISAL REPORT

I. INTRODUCTION

Purpose
The purpose of this report is to estimate the market value, "as is", of an unopened city street, known as Arnold St, estimated at .276 +/- acre. The appraisal is intended for use by City of Hapeville in establishing an estimate of Fair Market Value.

Format of the Appraisal
Restricted

Function of the Appraisal
The appraisal is for internal use by City of Hapeville, including, but not limited to, rendering a decision relative to a financial transaction.

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

Effective Date of the Appraisal and Date of the Report
The effective date of the appraisal is 12 January 2022. This is the last inspection date by the appraiser, and is a date on which photographs and a physical inspection were also made.

Identification of the Subject Property
The subject property is currently known as Arnold St, an open city street that links King Arnold St with N Central Ave. The site is approximately 30' x 400', and is estimated at .276 +/- acres. The street is located at the intersection with Lavista, and would connect with Sunset. This location is .6 mile from the central business district of Hapeville.

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

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

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

A. Buyer and seller are typically motivated;
B. Both parties are well informed or well advised and each acting in what he considers his own best interest;
C. A reasonable time is allowed for exposure in the open market;
D. Payment is made in terms of cash in U.S. dollars or in terms of financial arrangements comparable thereto; and
E. The price represents a normal consideration for the property sold unaffected by special or creative financing of sales concessions granted by anyone associated with the sale.

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

Scope of Assignment
The purpose of this appraisal is to provide an estimate of market value of the property in fee simple for the intended client. In preparation for this, the appraiser has personally inspected the subject. The appraisal includes an analysis of the site and improvements with a physical inspection and photographs taken on 12 January 2022. Within the valuation section of this report, only the market approach to value was utilized.

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

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

In this instance, we are estimating the Market Value of an unopened city street in Hapeville, Fulton County, GA. 30 to 60 days is a reasonable length of time for properties to be made known to potential purchasers through the various print media, advertising, multiple listing services, etc. Historically, for this property type, three months is considered to be a reasonable marketing time, if the property is reasonably priced. At the time a contract occurs, due diligence by the buyer, loan application, etc., can take an additional 30 to 90 days. A reasonable exposure time for the subject property is 3 months.

The reasonable marketing time is an estimate of the length of time it might take to sell a property interest in real estate at the estimated value level immediately after the effective date of an appraisal. The subject is atypical of vacant properties in the area. The subject is a city street that is has not been opened. It is unpaved, level, and ribbon shaped. Sales and listings of vacant properties in the area were analyzed. The marketing period for these sales ranged from 110 days to twenty four months, with an average marketing period of six months. The subject's market is mostly limited to adjacent properties. Based upon the foregoing, the marketing time is estimated at three months.

Neighborhood Characteristics
The immediate area of the subject is a mix of commercial and light industrial use built up over the last 35 years. This location is in the downtown commercial business district. Most of the growth in this area is in the form of commercial activity along the major traffic corridors. Currently, this area of Hapeville is an area with a high level of commercial activity, and is adjacent to a large planned unit residential development. This area is approximately 10 minutes from downtown Atlanta, and nearby Hartsfield Airport, a major regional employer.

Property Description
Subject Property Identification
Address: Arnold St, Hapeville, GA 30297
Legally identified as Arnold St, approximately .276 acres, vacant, and located in Land Lot 66, District 14, Fulton County.

Neighborhood Description: Transition to Townhome/Multi-Family

Access: Average, approximately 30' +/- frontage, N Central

Size and Shape: .276 +/- Acres, 30' x 400', Rectangular

Topography and Landscaping:
The subject is unpaved.

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

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

Utilities: Electric, Water, and sewer are all available.

Assessed Value and Taxes:
Parcel #: N/A
Assessed Value: N/A
Taxes: N/A

Zoning:
N/A

History of the Subject
The subject property is a city street that has not been opened. The property is city owned.

Flood Hazard: Not in Floodplain
According the Federal Insurance Rate Map for Fulton County, GA, the subject property is located in Zone X, and is not in a flood hazard area.

Description of Improvements
Outlined below are the general observations concerning the subject improvements:

N/A

Highest and Best Use
Highest and best use is defined as

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

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

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

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

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

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

Highest and Best Use as Vacant

The subject property is a city street. If it were vacant and available, the size and shape of the site are not conducive to many uses. Because of the size, not many uses are possible on the subject site. This is an area of developing residential use. Parcels are for sale in the area, with the majority purchased for townhome or commercial use. Physical uses appear to be limited to the adjacent properties. Considering the location, residential use or assemblage would appear to be the most likely.

As a city owned street, the legal use can be zoned to suit. Based on surrounding zoning, residential townhome use is most likely. The long-range county use plan calls for continued residential use in the area.

An intensive use of the subject site, such as residential townhome development, would appear to place the most desirable rental unit on the site and would appear to be a financially feasible use of the property. Due to the location in a developed area, a commercial activity may be viable. A residential activity would appear to place the most intensive use on the property. Therefore, residential townhome use is considered to be the most intensive use of the site.

A residential townhome property is considered to be the most financially productive use of the land out of all the legal, physically possible, and financially feasible uses. Therefore, the highest and best use of the site, as vacant, is concluded to be for assemblage.

Therefore, the highest and best use is determined to be for residential assemblage.

Highest and Best Use of the Site as Presently Improved – N/A

II. COST APPROACH

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

The Cost Approach is not applicable when valuing small, vacant, commercial properties.

III. INCOME APPROACH

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

The income approach is not applied in this appraisal. No income information is available for this property, and small vacant tracts are not typically valued by the Income Approach.

IV. SALES COMPARISON APPROACH

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

As stated in the highest and best use analysis, the appraiser considers the subject a commercial tract. The sales presented below included recent sales of related commercial properties.

Price per Unit Method
This method will analyze the comparables based on sales price per unit. This analysis adjusts the sales for differences in size, location and utility.

LAND SALES DATA SUMMARY

	Subject	Sale #1		Sale #2		Sale #3	
		College Street Hapeville		591 King Arnold St Hapeville		3319 Dogwood, Hapeville	
Date	--	5/6/2019		10/28/2019		10/6/2021	
Sale Price	--	$120,000		$500,000		$350,000	
Sale Price/SF	--	$10.60/SF		$11.59/SF		$13.85/SF	
Reference	--	6000/279		60778/392		64691/603	
Parcel #		14 009800200315		14 009500040		14 009800160113	
Sale Conditions	--	Market		Market		Market	
Financing	--	N/A		N/A		N/A	
Adjustments:							
Market	2022	2019	5%	2019	5%	2021	
Site Size (Ac)	.276 Ac +/-	.26		.99 Ac		.58 Ac	
Location	Fair	Avg	-10%	Avg	-10%	Avg	-10%
Zoning	UV	RMU		UV		V	
Frontage	130'	75'		135'		92'	
Utilities	All	All		All		All	
Adequacy	Fair	Good	-20%	Good	-20%	Good	-20%
Improvements	Vacant	Vacant		Demolition		Demolition	
eff age							
size(SF)							
construction							
condition							
Price Range/SF	--				$7.42-$9.70/SF		

The subject property is a vacant, unopened city street, with transitional orientation at the King Arnold. This is a city owned property that is currently unused. The immediate area is a mix of residential and transitional properties. The comparable sales are all vacant sales in similar areas, and were purchased for commercial or multi-family uses, consistent with the highest and best use of the subject.

Sale 1 is located approximately five blocks southwest of the property. The subject is a vacant corner in an area designated as RMU. This is an average location with superior access, visibility, and topography. Sale 2 is a 2019 sale a former commercial property that was purchased for townhome construction. The sale had superior access and visibility. Sale 3 is a portion of a residential townhome development along Dogwood. The sale was a former residential parcel purchased for assemblage with a multi-acre townhome development.

After adjustment, the sales prices range from $7.42/SF to $9.70/SF (rounded). Sales #1 & #3 were given the most consideration in determining the fair market value due to use. The value considered for the subject is $7.50 per square foot. The indicated value for the subject by the Price Per Unit Method is as follows

.276 Ac x 43,560 SF x $7.50/SF = $90,200.00 (rounded)

VI. FINAL VALUE RECONCILIATION

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

1. The subject property is located in Hapeville, Fulton County, GA, along N Central. This is an unopened city street with adjacent residential orientation. The subject neighborhood is well established, and is commercial in nature. The neighborhood appears to have average desirability in the local market, and has good proximity to the airport.
2. The subject is a city street measuring approximately 30' x 400', (.276 acres) with approximately 30' frontage.
3. The subject is appraised as vacant property.
4. The Cost Approach was not applied.
5. The Income Approach was not applied.
6. The Sales Comparison Approach has also been considered in estimating the market value of the subject. The cost per square foot was utilized within this approach. This method yields an estimate of value of $90,200
7. Summary

Cost Approach	N/A
Income Approach	
Discounted Cash Flow:	N/A
Overall Cap Rate:	N/A
Sales Comparison Approach	
Per Unit	$90,200

Final Market Value

In the final analysis, consideration has been give to the value indication by the Sales Approach, an approach that is considered an adequate indicator of fair market value due to the number and quality of sales used. The Fair Market Value is concluded at $90,200. This is an "as is" value.

Ninety thousand, two hundred dollars

Michael H. Biggers, GA Cert Gen RE #732

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

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

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

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

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

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

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

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

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

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

-I have provided a previous appraisal based on estimated acreage on 1/12/2022. This appraisal is based upon an accurate survey, attached.

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

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

1/12/2022
Date

STATEMENT OF LIMITING CONDITIONS

1. The appraisal is made "as if vacant".

2. Unless otherwise noted, all existing liens and/or encumbrances, if any, have been disregarded, and the property has been appraised as though free and clear and under responsible ownership and competent management. Typical financing as may be customarily secured for the type of property under analysis has been considered, as has a favorable mortgage position, if any.

3. The appraiser did not search validity of title nor does he assume responsibility of correction which a survey of the property may reveal.

4. The information contained herein is not guaranteed but it was gathered from reliable sources which are believed to be accurate.

5. No responsibility is assumed for matters legal in character.

6. Sketches are accurate only for purposes of approximation.

7. This report is not to be reproduced in part or as a whole without written consent of the appraiser.

8. The conclusions expressed herein assume competent and aggressive management and/or marketing of the subject property.

9. The contents of this Appraisal are for limited private use only. If this report becomes the property of any party, other than the addressee or the person who has paid the fee connected herewith, permission must be obtained from the original addressee for reproduction or additional copies, and additional fees will be charged for any further consultation, reappraisal, or review of the property.

10. Information regarding the location or existence of public utilities has been obtained through a verbal inquiry to the appropriate utility, or has been ascertained from visual evidence. No warranty has been made regarding the exact location or capabilities of public utility systems.

11. Disclosure of the contents of this Appraisal report is governed by the by-laws and regulations of the Appraisal Foundation. Neither all nor any part of the contents of the Appraisal report shall be disseminated to the public through advertising media, public relations media, sales media, or any other public means of communication without the prior written consent and approval of the undersigned.

12. Opinions of value contained herein are estimates and there are no guarantees, either written or implied, that the property would sell for the expressed estimates of value.

13. The appraiser is not obligated to give testimony of any kind nor appear in any court as a result of having completed this Appraisal, unless arrangements to that effect were made prior to the initiation of the appraisal assignment.

14. The property history has been provided by conversations with various individuals involved with the chain of title, and, if available, various documents such as contracts, deeds, leases, and closing statements.

15 A legal description of the property was obtained by the appraiser and it is assumed that the physical characteristics of the property, with regard to metes and bounds, road frontages, are essentially as described in this legal description.

M. H. Biggers & Associates

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

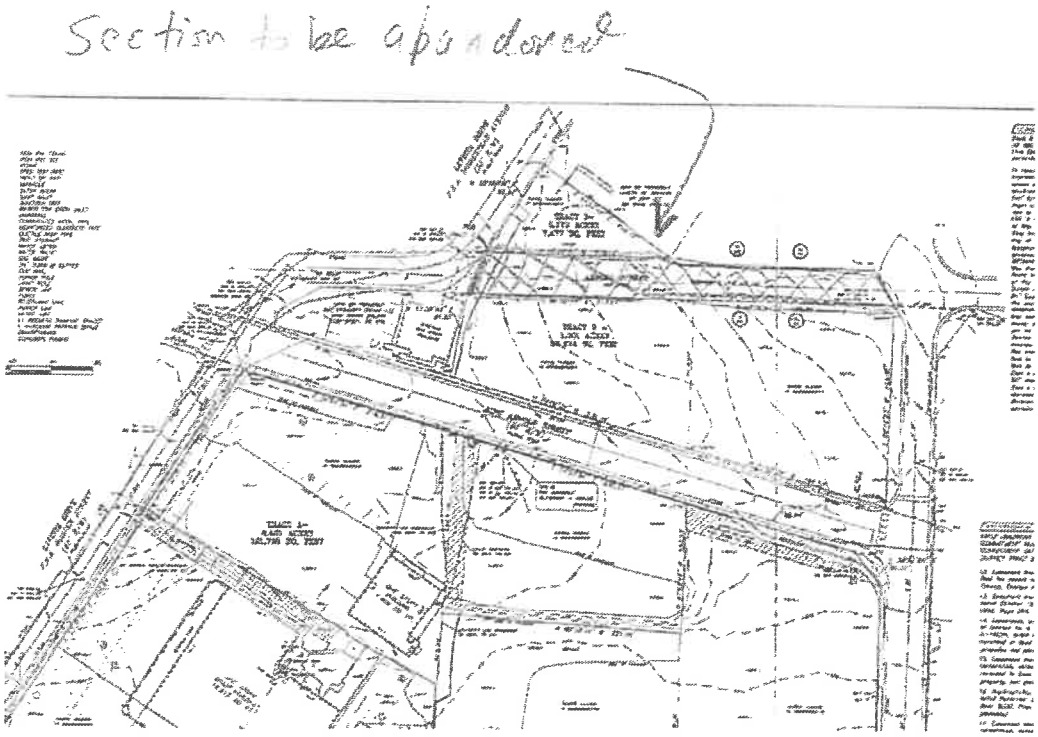
17. Acceptance and or use of this appraisal report by the client or any third party constitutes acceptance of the above limiting conditions. Appraisal liability extends only to the stated client, not subsequent parties or users, and is limited to the amount of the fee received by the appraiser.

APPRAISER'S QUALIFICATIONS

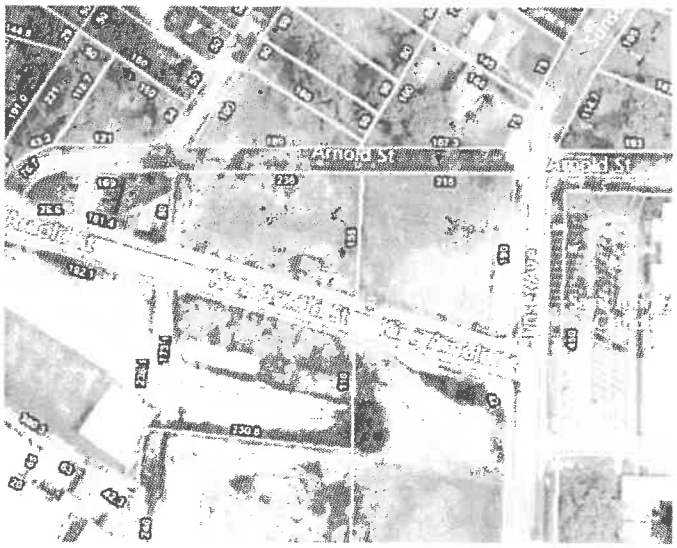
NAME	Michael H. Biggers
ADDRESS	275 N Mill Way Stockbridge, GA 30281
PHONE/E-MAIL	770-954-0011/FAX 770-898-0295 mhbiggers@bellsouth.net
EDUCATION	BA - The University of Georgia Various Appraisal Classes and Seminars
LICENSES/AFFILIATIONS	Certified General Real Estate Appraiser #00732, State of Georgia Member, Atlanta Board of Realtors
PROFESSIONAL EXPERIENCE	1988-Present: M. H. Biggers Appraisals Independent Fee Appraisals. 1986-1988: First Federal of Warner Robins Staff Appraiser 1984-1986 Biggers Auction Co. Staff Appraiser
APPRAISAL CLIENTS	Government: FSA, Rural Development, GA DOT, County Governments USDA Bank/Lending: SunTrust, BankOzk, Wells Fargo, Ameris, Various Community Banks Private: Various residential, commercial, and agricultural appraisals for sales, purchases, & estates

Subject, eastern terminus, looking west from Sunset

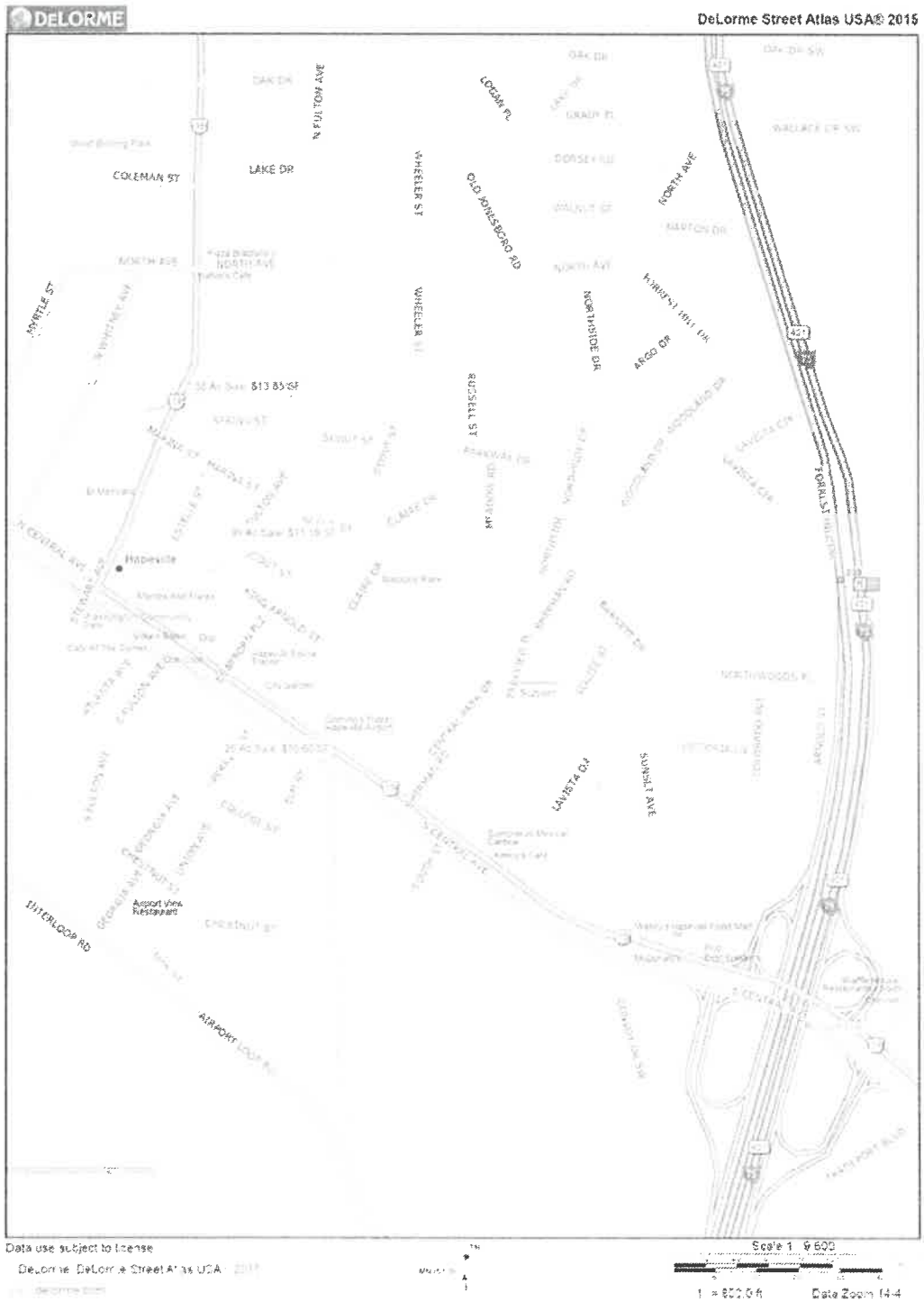
Subject western terminus, looking east from LaVista



Survey



Aerial


DELORME
DeLorme Street Atlas USA® 2015
COLEMAN ST
LAKE DR
N FULTON AVE
WHEELER ST
LOGAN PL
OLD JONESBORO RD
NORTH AVE
NORTHSIDE DR
ARGO DR
FOREST
Hadeville
LAVISTA CIR
SUNSET AVE
INTERLOCK RD
Airport View Restaurant
AIRPORT
Data use subject to license
DeLorme. DeLorme Street Atlas USA
Scale 1 : 9,600
1 = 800.0 ft
Data Zoom 14-4

Bidder's Attorney Has Reviewed & Approved Form Of Contract

Draft Land Sales Agreement – Subject to negotiation and approval

LAND SALES AGREEMENT

1. PURCHASE AND SALE., The undersigned Purchaser agrees to buy, and the undersigned Seller agrees to sell all that tract or parcel of land lying and being in Land Lot 66 of the 14th Land District of Fulton County, Georgia, also described as a portion of Arnold Street, Hapeville, Georgia being more particularly described in the Real Estate Appraisal of M.H. Biggers & Associates completed on January 12, 2022, and attached hereto as Exhibit "A" and by this reference made a part hereof, together with all improvements now located thereon, including all electrical, mechanical, plumbing and other systems and all fixtures located therein, if any, in their present condition, as well as plants, trees and shrubbery thereon (collectively, the "Property") subject to and in accordance with the terms and conditions contained in this Agreement.

2. PURCHASE PRICE.

[✓] A. The purchase price ("Purchase Price") of the Property shall be _____ ($_____) DOLLARS (U.S.) to be paid by cash, bank checks, or automated transfer of funds.

OR

[ ] B. The purchase price ("Purchase Price") of the Property shall be _____ ($_____) DOLLARS (U.S) per acre multiplied by the number of acres (calculated to the nearest 1/100th of an acre) contained within the Property, excluding such portions of the Property within any public road rights-of-way, as shown on the Survey (as hereinafter defined). The Purchase Price shall be paid as follows: _____.

3. EARNEST MONEY. Purchaser shall, five (5) banking days of the Acceptance Date, remit or has remitted to Smith Welch Webb & White ("Escrow Agent"), whose contact information is set forth in Section 18 below, $5,000.00 [ ] in immediately available funds or [X] check, as "Earnest Money" which, except as otherwise set forth herein, Earnest Money shall be applied as partial payment of the Purchase Price of the Property at the time the sale is consummated. If Purchaser fails to timely deliver the Earnest Money in accordance with this Section 3, then Seller may terminate this Agreement by delivering written notice to Purchaser at any time prior to Purchaser's delivery of the Earnest Money, in which event the parties will have no further rights or obligations hereunder except for those rights and obligations that expressly survive termination. In the event Purchaser deposits funds to Escrow Account in the form of a check and if Purchaser's check for the Earnest Money is returned by Purchaser's bank for any reason, Seller shall have the option to (i) declare this Agreement null and void by written notice to Purchaser and Escrow Agent, or (ii) require Purchaser to deposit the Earnest Money in the form of immediately available funds. Purchaser and Seller understand and agree that Escrow Agent shall deposit Earnest Money within ten (10) banking days following the Acceptance Date.

The Earnest Money will be non-refundable to Purchaser except if (i) Seller wrongfully fails or refuses to make the required Closing conveyance hereunder when obligated to do so, (ii) Seller is otherwise in default of one of its material obligations under this Agreement beyond the applicable notice and cure period.

The parties to this Agreement agree that Escrow Agent shall deposit all of the Earnest Money in Escrow Agents Escrow Account at a federally-insured banking institution reasonably acceptable to Purchaser and Seller.

The parties to this Agreement understand and agree that the disbursement of the Earnest Money held by the Escrow Agent as escrow agent can occur only (A) at Closing; (B) upon written agreement signed by Seller and Purchaser; (C) upon court order; (D) upon the failure of any contingency or failure of either party to fulfill its obligations as set forth in this Agreement; or (E) as otherwise set out herein. In the event of a dispute between Purchaser and Seller regarding this Agreement and/or distribution of the Earnest Money, sufficient in the discretion of Escrow Agent to justify its doing so, Escrow Agent shall be entitled to interplead all or any disputed part of the Earnest Money into court, and thereupon be discharged from all further duties and liabilities hereunder. The filing of any such interpleader action shall not deprive Escrow Agent of any of its rights under this Agreement. Purchaser and Seller agree that Escrow Agent shall be entitled to be compensated by the party who does not prevail in the interpleader action for its actual costs and all legal expenses incurred by the Escrow Agent, including reasonable attorney's fees, filing said interpleader action. In such disputed cases, if Escrow Agent decides not to interplead, Escrow Agent may make a disbursal of the Earnest Money upon a reasonable interpretation of this Agreement. If Escrow Agent decides to make a disbursal to which all parties of this Agreement do not expressly agree, Escrow Agent shall give all parties fifteen (15) days notice in writing of Escrow Agent's intent to disburse. Such notice shall be delivered by certified mail to the parties' last known addresses and must recite to whom and when the disbursal will be made. After disbursement, Escrow Agent shall notify all parties by certified mail of such disbursement. Any such disbursal made by Escrow Agent upon advice of counsel shall conclusively be deemed to have been made upon a reasonable interpretation. The parties hereto further agree that the Escrow Agent is acting solely as a stakeholder at their request and for their convenience, that the Escrow Agent shall not be deemed to be the agent of either of the parties in Escrow Agent's capacity as escrow agent hereunder, and that the Escrow Agent shall not be liable to either of the parties for any action or omission on its part taken or made in good faith, but shall be liable for its acts of bad faith, in breach of this Agreement or fraud, gross negligence or willful misconduct. Seller and Purchaser shall jointly and severally indemnify and hold the Escrow Agent harmless from and against all costs, claims and expenses, including with limitation reasonable attorney's fees, incurred in connection with the performance of the Escrow Agent's duties hereunder, except with respect to actions or omissions taken or made by the Escrow Agent in bad faith, in breach of this Agreement or involving fraud, gross negligence or willful misconduct on the part of the Escrow Agent.

Notwithstanding the foregoing, One Hundred and No/100 Dollars ($100.00) of the Earnest Money shall be non-refundable to Purchaser for any reason and shall constitute independent consideration for Seller's grant to Purchaser of Purchaser's exclusive right to purchase the Property pursuant to the terms hereof and for the rights granted to Purchaser pursuant to Section 6 hereof, and shall be payable to Seller in the event this Agreement is terminated or the Closing does not occur for any reason.

4. TITLE. Seller agrees to convey good and marketable, fee simple title to the Property to Purchaser by Limited Warranty Deed. Good and marketable, fee simple title is hereby defined as title which is insurable by a national title insurance company licensed to do business in the State of Georgia and reasonably acceptable to Purchaser and Seller (the "Title Company"), at its standard rates on an ALTA Owner Policy, without exception other than the following "Permitted Title Exceptions": (A) zoning ordinances affecting the Property; (B) general utility, sewer and drainage easements of record upon which any buildings on the Property do not encroach; (C) subdivision restrictions of record; (D) current

city, state and county ad valorem property and sanitary taxes not yet due and payable; and (E) visible and apparent easements or conditions which do not appear of record but which a current survey of the Property would disclose.

If Purchaser does deliver a Title Objection Notice to Seller prior to Closing, Seller shall have the right to elect (i) to attempt to cure the title defects on or before Closing at Seller's cost and expense, or (ii) not to cure any such title defects. Seller shall have no obligation to bring any action or proceeding or otherwise to incur any expense whatsoever to eliminate or modify such objectionable exceptions. Seller's failure to timely notify Purchaser of Seller's election shall be deemed Seller's election not to cure such defect per option (ii) above. If Seller elects option (i) above, Seller shall use commercially reasonable efforts to cure the applicable defects prior to Closing. If Seller elects or is deemed to have elected option (ii) above, Purchaser shall, as its sole and exclusive remedies, either (a) accept the Property without any reduction in the Purchase Price, with such exceptions thereby deemed Permitted Title Exceptions, or (b) terminate this Agreement by delivering written notice to Seller. Should Purchaser elect to terminate this Agreement pursuant to option (b) above, Seller shall promptly instruct Escrow Agent to return the Earnest Money to Purchaser, and thereafter neither party will have any further rights or obligations hereunder except for those rights and obligations that expressly survive termination. Purchaser shall satisfy itself prior to Closing whether the Title Company will be willing to issue any endorsements or additional coverage requested by Purchaser and issuance of such endorsements or additional coverage shall not be a condition to Closing.

5. LEASES/SERVICE CONTRACTS. Seller represents to Purchaser that there are no management, service, or other contracts that affect the Property. Seller represents that there are no leases in effect on the Property.

6. INSPECTION. Purchaser, its agents, or representatives, at Purchaser's expense and at all times before the Closing, shall have the right to enter upon the Property for the purpose of inspecting, examining, boring, digging, test holes, testing, surveying the Property. Purchaser assumes all responsibility for the acts of Purchaser, its agents and representatives as provided by this paragraph, and Purchaser hereby agrees to indemnify, defend and hold Seller and Seller's affiliates, partners, officers, directors, managers, council members, members, agents and employees (the "Seller Parties") and Brokers (as defined hereafter) harmless from and against all loss, cost, damage, expense and claims suffered or incurred by Seller, the Seller Parties and Brokers as a result of the exercise of such right by Purchaser and its agents, employees and contractors. Purchaser shall and hereby does also defend and indemnify Seller and the Seller Parties from and against (1) loss, cost, damage, expense and claims, including reasonable legal fees and litigation costs, related to liens which may be filed against the Property or any portion thereof by persons or entities employed or contracted either directly or indirectly by Purchaser to perform inspections of the Property as well as (2) any and all claims of bodily injury or damage to property (including the Property itself) arising out of Purchaser's inspections of the Property. In the event Purchaser does any boring, digging of test holes or testing of the Property after receiving Seller's consent, Purchaser shall restore the Property to its condition prior to said boring, digging of test holes or testing. Purchaser shall remove all trash and debris created by its inspection of the Property.

Purchaser shall have from the Acceptance Date until 5:00 p.m. Eastern Time on the date that is Sixty (60) days after the Acceptance Date (the "Inspection Period") to decide in its sole and absolute discretion that the Property is satisfactory for Purchaser's acquisition. If Purchaser determines that the Property is not satisfactory, then Purchaser may terminate this Agreement by giving written notice to Seller prior to the end of the Inspection Period, and, upon receipt of such written notice, Seller shall instruct Escrow

Agent to refund the Earnest Money to Purchaser and thereafter neither party will have any further rights or obligations hereunder except for those rights and obligations that expressly survive termination. If Purchaser does not elect to terminate this Agreement prior to the expiration of the Inspection Period as set forth herein, then Purchaser shall be deemed to have elected to proceed with the Property in accordance with the terms of this this Agreement. Purchaser shall have no right to extend the Inspection Period.

7. CLOSING. The sale of the Property shall be closed ("Closing") on or before September 5, 2022 ("Closing Date") or such earlier or later date as agreed to by Seller and Purchaser in writing, at Smith Welch Webb & White, which Closing may be conducted, at the discretion of Seller, as a mail-away closing and wire transfer of funds.

8. SURVEY. Purchaser may, at Purchaser's expense, cause an accurate survey to be made of the Property by a Georgia Registered Land Surveyor of Purchaser's choice (the "Survey") within fifty (50) days of the Acceptance Date. The Survey shall certify the acreage of the Property, computed to the nearest 1/100th of an acre excluding such portions of the Property as are within any public road rights-of-way. The Survey shall be sufficient in form and content so that the Title Company will delete the standard survey exception. Purchaser shall deliver three (3) copies of the sealed Survey to Seller and shall notify Seller of any objections to Survey matters affecting the Property concurrently with the delivery of the Title Objection Notice to Seller and the provisions of Section 4 titled "TITLE" shall apply to both title and survey objections contained in the Title Objection Notice. Purchaser and Seller shall have ten days after receipt of the Survey to determine whether they will accept matters shown on the Survey, cure any defects, or to terminate this Agreement. Following Seller's written approval of an updated or new survey, the term "Survey" as used herein shall refer to the updated or new Survey. Upon Seller's review and written approval of the Survey, the term "Property" as used herein shall automatically be revised to be the metes and bounds description of the Property shown on the Survey, and the metes and bounds description of the Property in Survey shall replace the description attached hereto as Exhibit "A".

9. AGENCY DISCLOSURE. The parties represent and warrant that there is no Broker representing either party and neither party owes any commission or other payment to any third party as a result of the execution of this Agreement. Seller shall have no responsibility or liability whatsoever to anyone claiming a to be a Broker or agent of the Purchaser for any commission or payment or for any injury, harm, or damages whatsoever as a result of this Agreement.

10. (A) DAMAGE TO PROPERTY. Seller warrants that at the Closing the Property will be in the same condition as it is on the Acceptance Date, normal wear and tear excepted, and that Seller neither will do nor will permit to be done anything which will affect the use of the Property, except as otherwise provided in this Agreement. However, should the Property be destroyed or substantially damaged before the Closing, then Seller shall promptly notify Purchaser in writing of such event. Within ten (10) days following Purchaser's receipt of such notice, Purchaser shall elect to: (i) terminate this Agreement; or (ii) consummate this Agreement, in which event, Purchaser shall have the right to receive such insurance proceeds which have been paid to Seller, or, if not yet paid, to receive an assignment of such insurance proceeds. In the event Purchaser fails to make an election within said 10-day period, Purchaser shall be deemed to have elected option (ii) above.

(B) CONDEMNATION. Upon the institution of condemnation proceeding (or voluntary conveyance in lieu thereof) against any portion of the Property, Seller shall promptly notify Purchaser

of such proceeding (or voluntary conveyance in lieu thereof). If such condemnation (or voluntary conveyance in lieu thereof) of all or any portion of the Property that is material, as determined by Purchaser in its reasonable discretion, then, within ten (10) days following Purchaser's receipt of such notice, Purchaser shall elect to: (i) terminate this Agreement; or (ii) consummate this Agreement, in which event Purchaser shall have the right to receive such condemnation awards (if any) which have been paid to Seller, or, if not yet paid, to receive an assignment of such condemnation awards. In the event Purchaser fails to make an election within said 10-day period, Purchaser shall have deemed to have elected option (ii) above.

11. ASSIGNMENT: This Agreement, and the rights and obligations hereunder, may not be assigned by Purchaser without the prior written consent of Seller, which consent may not be unreasonably withheld, except to an affiliated company or a to be formed entity in which Purchaser has an equity interest. Notwithstanding anything contained herein to the contrary, however, any such approved assignee shall assume in writing all of the obligations and liabilities of Purchaser hereunder, and a copy of such assignment shall be provided to Seller in writing within five (5) days after it is signed by Purchaser and assignee. No such assignment shall release the original Purchaser from liability to Seller as set forth in this Agreement.

12. (A) SELLER'S WARRANTIES. Seller makes the following representations and warranties to Purchaser, to Seller's knowledge (as defined below), which representations and warranties shall survive Closing for a period of one (1) year: (i) Seller has the full right and authority to enter into this Agreement and to consummate the sale of the Property as set forth herein; (ii) Seller has not received any notice and has no knowledge that the Property is or will be affected by any special assessments, condemnation, eminent domain, change in grade of public streets or similar proceedings; (iii) Seller has entered into no unperformed agreement, oral or written, not referred to herein, with reference to the Property, and neither the Seller nor the Property is subject to any judgment or decree of a court of competent jurisdiction, or to any lawsuit or administrative proceeding which would in any way adversely affect the Property or which would in any way be binding upon Purchaser or its successors or assigns, or which would limit or restrict in any way Seller's rights and ability to enter into this Agreement and consummate the transactions contemplated hereby; (iv) Seller is a validly existing entity existing under the laws of the State of Georgia and the individual executing on behalf of the entity has authority to enter into the transaction contemplated by this Agreement, and (v) Seller has good and marketable title to the Property which can be conveyed to Purchaser in accordance with the terms and conditions of this Agreement, but expressly subject to the Permitted Title Objections.

PURCHASER ACKNOWLEDGES THAT EXCEPT AS EXPRESSLY STATED HEREIN, SELLER HAS NOT MADE, DOES NOT MAKE, AND SPECIFICALLY NEGATES AND DISCLAIMS ANY REPRESENTATIONS, WARRANTIES, PROMISES, COVENANTS, AGREEMENTS OR GUARANTIES OF ANY KIND OR CHARACTER WHATSOEVER, WHETHER EXPRESS OR IMPLIED, ORAL OR WRITTEN, OF, AS TO, CONCERNING, OR WITH RESPECT TO, (i) THE VALUE, NATURE, QUALITY OR CONDITION OF THE PROPERTY, INCLUDING, WITHOUT LIMITATION, THE WATER, SOIL AND GEOLOGY, (ii) THE SUITABILITY OF THE PROPERTY FOR ANY AND ALL ACTIVITIES AND USES WHICH MAY BE CONDUCTED THEREON, (iii) THE COMPLIANCE OF OR BY THE PROPERTY WITH ANY LAWS, RULES, ORDINANCES OR REGULATIONS OF ANY APPLICABLE GOVERNMENTAL AUTHORITY OR BODY, (iv) THE HABITABILITY, MERCHANTABILITY, MARKETABILITY, PROFITABILITY OR FITNESS FOR A PARTICULAR PURPOSE OF THE PROPERTY, OR (v) ANY OTHER MATTER WITH RESPECT TO THE PROPERTY. SPECIFICALLY, BUT NOT IN LIMITATION OF THE

FOREGOING, EXCEPT AS EXPRESSLY STATED HEREIN PURCHASER FURTHER ACKNOWLEDGES THAT SELLER HAS NOT MADE, DOES NOT MAKE AND SPECIFICALLY NEGATES AND DISCLAIMS ANY REPRESENTATIONS OR WARRANTIES REGARDING COMPLIANCE OF THE PROPERTY WITH ANY ENVIRONMENTAL PROTECTION, POLLUTION OR LAND USE LAWS, RULES, REGULATIONS, ORDERS OR REQUIREMENTS, INCLUDING, WITHOUT LIMITATION, THOSE PERTAINING TO SOLID WASTE, AS DEFINED BY THE U.S. ENVIRONMENTAL PROTECTION AGENCY REGULATIONS AT 40 C.F.R., PART 261, OR THE DISPOSAL OR EXISTENCE, IN OR ON THE PROPERTY, OF ANY HAZARDOUS SUBSTANCES, AS DEFINED BY THE COMPREHENSIVE ENVIRONMENTAL RESPONSE COMPENSATION AND LIABILITY ACT OF 1980, AS AMENDED, AND THE REGULATIONS PROMULGATED THEREUNDER. PURCHASER SHALL RELY SOLELY ON ITS OWN INVESTIGATION OF THE PROPERTY AND NOT ON ANY INFORMATION PROVIDED OR TO BE PROVIDED BY SELLER, ITS AGENTS OR CONTRACTORS. SELLER SHALL NOT BE LIABLE OR BOUND IN ANY MANNER BY ANY VERBAL OR WRITTEN STATEMENTS, REPRESENTATIONS OR INFORMATION PERTAINING TO THE PROPERTY OR THE OPERATION THEREOF, FURNISHED BY ANY PARTY PURPORTING TO ACT ON BEHALF OF SELLER. EXCEPT AS TO THE LIMITED WARRANTY OF TITLE AS EXPRESSLY SET FORTH IN THE DEED TO BE DELIVERED AT CLOSING AND SELLER'S REPRESENTATIONS AND WARRANTIES EXPRESSLY STATED HEREIN, SELLER MAKES NO WARRANTIES OR REPRESENTATIONS OF ANY KIND OR CHARACTER, EXPRESS OR IMPLIED, WITH RESPECT TO THE PROPERTY, THEIR PHYSICAL CONDITION, INCOME TO BE DERIVED THEREFROM OR EXPENSES TO BE INCURRED WITH RESPECT THERETO, OR WITH RESPECT TO INFORMATION OR DOCUMENTS PREVIOUSLY FURNISHED TO PURCHASER OR FURNISHED TO PURCHASER PURSUANT TO THIS AGREEMENT, OR WITH RESPECT TO SELLER'S OBLIGATIONS OR ANY OTHER MATTER OR THING RELATING TO OR AFFECTING THE SAME, AND THERE ARE NO ORAL AGREEMENTS, WARRANTIES OR REPRESENTATIONS COLLATERAL TO OR AFFECTING THE PROPERTY. THIS CONVEYANCE IS "AS IS, WHERE IS" SHOULD THE PURCHASER DECIDE TO PROCEED WITH PURCHASING THE PROPERTY AFTER THE EXPIRATION OF THE INSPECTION PERIOD.

(B) PURCHASER'S WARRANTIES. Purchaser hereby makes the following representations and warranties to Seller, which representations and warranties shall survive Closing for a period of one (1) year: (i) Purchaser has the full right and authority to enter into this Agreement and to consummate the purchase of the Property as set forth herein; (ii)) Purchaser is a validly existing entity existing under the laws of the State of Georgia and the individual executing on behalf of the entity has authority to enter into the transaction contemplated by this Agreement, and (iii) performance of this Agreement will not result in any breach of, or constitute any default under, any agreement or other instrument to which Purchaser is a party or by which Purchaser might be bound.

13. DEFAULT REMEDIES. Purchaser's Default: If the sale and purchase of the Property contemplated by this Agreement is not consummated because of Purchaser's default, then Seller shall retain the Earnest Money as full and final liquidated damages for such default of Purchaser, the parties hereto acknowledging that it is impossible to more precisely estimate the damages to be suffered by Seller upon Purchaser's default, and the parties expressly acknowledging that retention of the Earnest Money is intended not as a penalty, but as full and final liquidated damages and that said sum is an agreed reasonable estimate of such damages. The Seller's right to retain the Earnest Money as full and final liquidated damages is Seller's sole and exclusive remedy in the event of default hereunder by

Purchaser, and Seller hereby waives and releases any right to (and hereby covenants that it shall not) sue the Purchaser (A) for specific performance of this Agreement or (B) to prove that Seller's actual damages exceed the Earnest Money which is hereby provided Seller as full and final liquidated damages. In the event the purchase and sale contemplated in this Agreement is not consummated because of Purchaser's default, Purchaser hereby waives and releases any right to (and hereby covenants that it shall not) sue Seller to recover the Earnest Money or any part thereof.

Seller's Default: If the purchase of the Property is not consummated in accordance with the terms and conditions of this Agreement because of Seller's default, then the Earnest Money shall be returned to Purchaser within five (5) business days of written demand from Purchaser and Purchaser shall have the right, at its sole election and as its sole and exclusive remedies to terminate this Agreement. The Purchaser shall not have and expressly waives any right to specific performance or the costs of obtaining specific performance should Seller default.

Notwithstanding the foregoing, Purchaser shall take no action with respect to a Seller's Default, and Seller shall take no action with respect to a Purchaser's Default, until the non-defaulting party has given written notice to the defaulting party and the defaulting party has failed to cure the default for a period of ten (10) days after receipt of such notice, provided that neither party shall be entitled to any notice and opportunity to cure for failure to timely consummate the Closing or make payments of any amounts due under this Agreement.

In the event that either Purchaser or Seller defaults in an obligation that survives the Closing, then the non-defaulting party may pursue whatever remedies are available to it at law or in equity relative to such default, provided, however that in any such event both parties expressly waive the right to seek punitive or consequential damages from the other party, including without limitation any so-called "lost profit" damages.

LIMITATION OF ACTIONS: ANY SUIT BY PURCHASER ASSERTING A CLAIM WHICH IS RELATED TO THE PROPERTY AND/OR THIS AGREEMENT MUST BE FILED ON OR BEFORE THE DATE THAT IS SIX (6) YEARS AFTER CLOSING BY THE PURCHASER OR IT SHALL BE FOREVER BARRED. THIS SECTION 13 SHALL SURVIVE CLOSING OR ANY TERMINATION OF THIS AGREEMENT.

14. NOTICES. All notices, requests, consents and other communications hereunder shall be in writing and shall be personally delivered, sent by overnight (e.g., Federal Express) or same day courier service providing a return receipt, or mailed by first-class registered or certified mail, return receipt requested, with postage prepaid. Notices may also be sent by electronic mail (with proof of transmission and receipt) between the hours of 9:00 a.m. and 6:00 p.m. local Eastern Standard time, Mondays through Fridays, holiday excepted, provided that a copy thereof is also sent by one of the other methods permitted hereunder. Notices shall be effective when received, when refused or when the same cannot be delivered, as evidenced on the return receipt. Notices shall be sent to the following addresses:

As to Purchaser:
Name: _____
Address: _____

As to Escrow Agent: Smith Welch Webb & White
Name: ***Bianca Davis***
Address: ***P.O. Box 10***
City, State, Zip: ***McDonough, GA 30253***
Phone No.: ***770-957-3937***
Email: ***bdavis@smithwelchlaw.com***

As to Seller: City of Hapeville
Name: Tim Young, City Manager
Address: 3648 North Fulton Avenue
City, State, Zip: Hapeville, GA 30354

With a copy of notices to Seller to:
Name: City of Hapeville
Attn: Tim Young
Address: 3648 North Fulton Avenue
City, State, Zip: Hapeville, GA 30354
Email: tyoung@hapeville.org

15. FOREIGN PERSON STATUS. At Closing, Seller shall deliver to Purchaser a customary certificate reasonably acceptable to Escrow Agent setting forth Seller's address and Social Security or Tax Identification number and certifying that Seller is not a foreign person for purposes of the Foreign Investment in Real Property Tax Act, as revised by the Deficit Reduction Act of 1984. At Closing, if Seller does not deliver to Purchaser a customary affidavit reasonably acceptable to Seller and Purchaser confirming that Seller is a resident or "deemed resident" of the State of Georgia for purposes of O.C.G.A. Section 48-7-128, then Purchaser shall be entitled to withhold a portion of the Purchase Price for payment to the Georgia Department of Revenue pursuant to said statute.

16. GENERAL.

(A) Entire Agreement. This Agreement constitutes the sole and entire Agreement between the parties hereto with respect to the subject matter hereof, and no modification of this Agreement shall be binding unless signed by all parties to this Agreement. No representation, promise, or inducement not included in this Agreement shall be binding upon any party hereto.

(B) Captions. The headings at the beginning of each paragraph are for clarification purposes only and are not intended to alter the context of this Agreement.

(C) Binding Effect. This Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective heirs, executors, legal representatives, successors and assigns.

(D) Time is of the Essence. Time is of the essence of this Agreement.

(E) Governing Law. This Agreement shall be interpreted in all respects in accordance with the laws of the State of Georgia.

(F) No Waiver. No failure of any party to exercise any power given hereunder or to insist upon strict compliance with any obligation specified herein, and no custom or practice at variance with the terms hereof, shall constitute a waiver of either party's right to demand exact compliance with the terms hereof.

(G) Counterparts. This Agreement may be executed in several counterparts, each of which shall constitute an executed original hereof.

(H) Conditions Precedent. Conditions precedent to the obligation of either party to close hereunder, if any, are for the benefit of such party only, and any and all of said conditions may be waived in the discretion of the party benefited thereby.

(I) Responsibility to Cooperate. Seller and Purchaser agree that such documentation as is reasonably necessary to carry out the terms of this Agreement shall be produced, executed and/or delivered by such parties within the time required to fulfill the terms and conditions of this Agreement.

(J) Closing Certifications. Seller shall deliver to Purchaser at the Closing an affidavit: (i) certifying that Seller is not a foreign person within the meaning of Section 1445 of the Internal Revenue Code; (ii) certifying the information required for Internal Revenue Service Form 1099; and (iii) certifying as to such other matters as may be reasonably required by the title insurance company for issuance of a title insurance policy on the Property.

(L) The term "banking day" shall mean Monday through Friday, excluding days on which federally-chartered or banks chartered by the state in which the Property is located are closed for business. If the time period by which any right, option or election provided under this Agreement must be exercised, or by which any act required hereunder must be performed, or by which the Closing must be held, expires on a day other than a banking day, then such time period shall be automatically extended to the close of business on the next banking day.

(M)Real estate taxes on the Property for the calendar year in which the sale is closed, if any, shall be prorated as of the date of Closing using the most current assessed value and millage rate.

(N) All tenant security deposits, if any, shall be delivered or credited by Seller to Purchaser at Closing, and Purchaser shall sign an agreement at Closing to hold Seller harmless against claims regarding such transferred security deposits.

(O) Possession of the Property shall be granted by Seller to Purchaser no later than Closing, subject to the rights of tenants of the Property, if any.

(O) Any box not checked in any paragraph is specifically not applicable.

(P) No Recordation: Neither this Agreement nor any notice of this Agreement shall be recorded.

(Q) Miscellaneous. Seller shall deliver to Purchaser at closing: (i) an affidavit of title with respect to the Property in a form satisfactory to the Purchaser's title insurer to issue title insurance without exception for mechanic's or other statutory liens, for matters which would be shown by a survey, for unrecorded easements, or for the rights of parties in possession; (ii) a Gap Indemnity Agreement in the form customarily required by Purchaser's title insurer; (iii) a bill of sale for any personal property which relates to the Property; and (iv) a Lien Waiver from Broker(s) involved in this transaction.

17. CLOSING COSTS: Unless otherwise stipulated in this Agreement, Purchaser agrees to pay at Closing: (i) Purchaser's attorney's fees; (ii) all appraisal fees; (iii) all title examination and survey fees (including the preparation of the Survey, if any) and the premiums for all title insurance commitments and policies; (iv) all recording fees; and (v) any other charges incurred by Purchaser relating to the transaction contemplated herein. Seller agrees to pay at Closing: (i) Seller's attorney's fees; and (ii) pro-rated property taxes, if any.

18. SPECIAL STIPULATIONS:

The following Special Stipulations shall, if conflicting with the foregoing, control:

(A) Prior to the close of the Inspection Period, Purchaser shall provide a proposed site plan for the use of the Property which incorporates at least one adjoining parcel. The proposed site plan shall be consistent with the City of Hapeville Comprehensive Plan/LCI Study, and all of the City of Hapeville's ordinances.

(B) Purchaser must accept the Property "as is" and provide Seller with a full release of the Purchaser from any liability for any reason whatsoever related to the Property.

(E) Purchaser shall pay Georgia Transfer Tax, if any.

(F) Property Taxes, if any, shall be prorated between the Purchaser and Seller as of the date of closing.

(G) Purchaser shall pay for all Closing Costs consisting of the following, but not limited to: Closing Attorney Settlement or Closing fees, Document Preparation, Title Search, Recording Fees, Courier Fees, Post Closing Fees.

(H) Purchaser shall be responsible for paying the Owner's Title Insurance Premium at closing, if desired.

(I) Purchaser and Seller shall be responsible for their own attorney's fees, except that of the Closing Attorney.

(J) Should the title search reveal outstanding title issues that requires Title Curative Work be completed to provide clear and marketable title to the Purchaser at closing, the Purchaser shall pay such Title Curative Fees.

19. **CONFIDENTIALITY:** Except as required by law, Seller and Purchaser agree to keep and maintain, and to instruct their representatives to keep and maintain, the economic terms and provisions of this Agreement strictly confidential and not to make any public announcement or disclosure or provide any third party any information or facts; including, but not limited to, the Purchase Price, except (a) with the written consent of the other party, (b) to such party's directors, officers, partners, employees, legal counsel, accountants, lenders, engineers, architects, brokers, financial advisors and similar professionals and consultants, to the extent such party deems it necessary or appropriate in connection with the transaction contemplated hereunder, (c) in connection with Purchaser's pursuit of the Governmental Approvals and the Sewer Upgrade Agreements, and (d) as required by law, regulation or other legal process; provided, however, that where such disclosure is required, the disclosing party shall provide the other party with a reasonable opportunity to review the disclosure before it is made, so that the other party may interpose its own objections to, or seek to limit, the disclosure. The provisions of this Section 19 shall survive the Closing or any earlier termination of this Agreement.

This instrument shall be regarded as an offer by the first party to sign it and is open for acceptance by the other party until **5:00** o'clock **P**.m. on the ____ day of _____, 2022 by which time written acceptance of such offer must have been actually received by Seller.

Purchaser acknowledges that Purchaser has read and understood the terms of this Agreement and has received a copy of it.

The date of this Agreement is _____,2022.

ACCEPTANCE DATE. The Acceptance Date of This Agreement is the date upon which the last of Seller or Purchaser executes or initials the last change in this Agreement and is _____ _____, 2022 . The party last executing this Agreement shall promptly deliver executed counterparts of this Agreement to all parties in accordance with the notice provisions of this Agreement.

IN WITNESS WHEREOF, Purchaser and Seller have hereunto set their hands and seals as of the date indicated below:

PURCHASER:

_____

By:_____ (SEAL)

Name:
Title:
Address:

Phone: _____
Date: _____

As to Seller: City of Hapeville, Georgia
Name: Tim Young, City Manager
Address: 3648 North Fulton Avenue
City, State, Zip: Hapeville, GA 30354

SELLER:_____

By:_____

(SEAL)

Name:_____

Title:_____

Address:_____

_____

_____

Phone:_____

Date:_____

Clerk's Certification of Signature

Signature: _____

Name: _____

Date: _____

ESCROW AGENT JOINDER PAGE

Escrow Agent hereby executes this Agreement to acknowledge and agree to all terms relating to Escrow Agent's rights and obligations under this Agreement.

Smith Welch Webb & White
a Georgia limited liability company

By: _____

Name: Bianca Davis

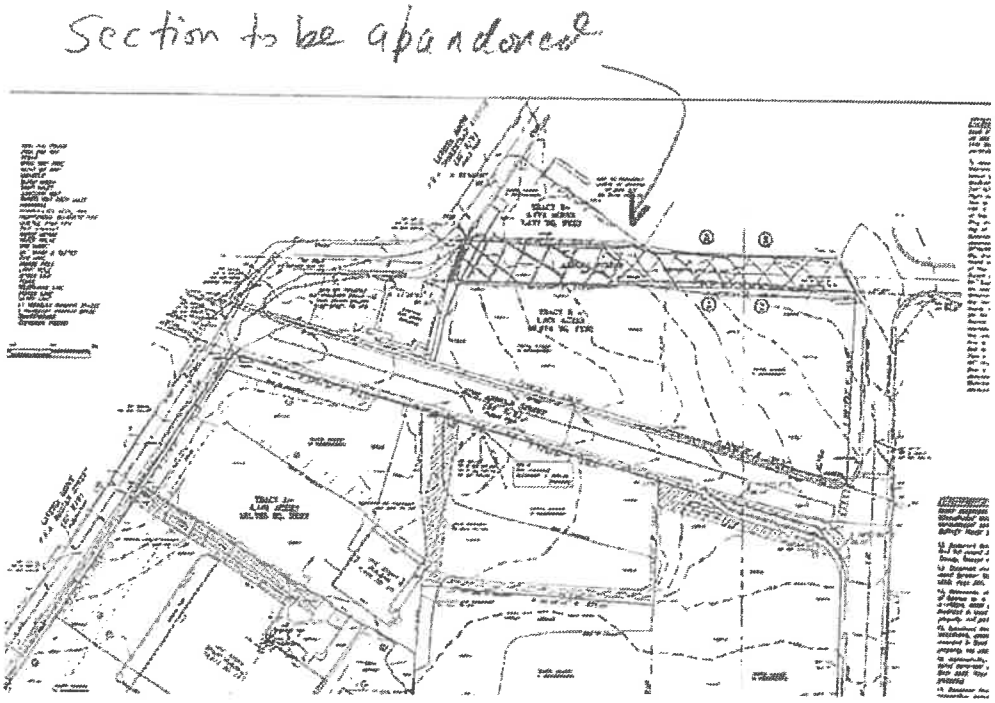
Title: Escrow Agent

Address: 2200 Keys Ferry Court
McDonough, GA 30253

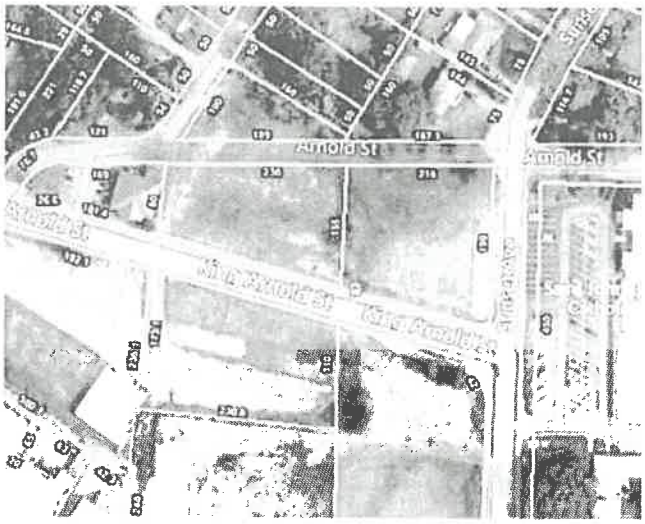
Date: _____

DRAFT PURCHASE AND SALE AGREEMENT, SUBJECT TO NEGOTIATIONS AND FINAL APPROVAL

EXHIBIT "A"
LEGAL DESCRIPTION OR APPRAISAL



Survey



Aerial

Sealed Bid Form
City of Hapeville

Name of Bidder: Epic Development, Atlanta, LLC (Jim LaVallee) By: TY

Address: 430 Plasters Avenue N.E. , Suite 100, Atlanta, GA 30324-3912

Contact Phone Number(s): 404-847-9080

Email Address: JLaVallee@EpiCity.com

Date Submitted: 06/16/2022

Amount of Bid: $100,250.00
(Minimum $90,200.00)

Proposed Site Plan Attached: YES NO

Compliance with City of Hapeville Ordinances: YES NO

Compliance with Comprehensive Plan: YES NO

Compliance with 2017 LCI Plan: YES NO

The City of Hapeville Comprehensive Plan/LCI Study may be found at the following web address: https://www.hapeville.org/180/Comprehensive-Plan

FOR OFFICE USE ONLY

Date Bid Opened: 6/23/2022

Opened & Reviewed By: TIM YOUNG. SHARAF STEED

Decision:

BID TABULATION
FOR
City of Hapeville King Arnold Abandonment
City of Hapeville, Georgia

Bid Date: 6/23/2022

Bid Time: 10:00AM

Bid Place: Hapeville City Hall

6/15/2022

	Bidders	Base Bid			
1	EPIC DEVELOPMENT 430 PLASTERS AVE NE STE 100, 30324 ATLANTA	$ 100,250			
		$			
		$			

RESOLUTION NO. 2022-10

A RESOLUTION TO AUTHORIZE THE CITY OF HAPEVILLE TO ACCEPT THE HIGHEST, RESPONSIBLE BID FOR THE SALE OF REAL PROPERTY LYING AND BEING IN LAND LOT 66 OF THE 14TH DISTRICT OF FULTON COUNTY, GEORGIA, OWNED BY THE CITY OF HAPEVILLE; TO AUTHORIZE THE MAYOR OR THE CITY MANAGER TO SIGN ANY AND ALL DOCUMENTS NECESSARY TO EFFECTUATE THIS RESOLUTION; TO AUTHORIZE THE CITY MANAGER AND CITY ATTORNEY TO PREPARE ANY AND ALL DOCUMENTS NECESSARY TO EFFECTUATE THIS RESOLUTION; TO AUTHORIZE THE CITY CLERK TO ATTEST SIGNATURES AND AFFIX THE OFFICIAL SEAL OF THE CITY, AS NECESSARY; TO REPEAL INCONSISTENT RESOLUTIONS; TO PROVIDE FOR AN EFFECTIVE DATE; AND FOR OTHER PURPOSES

WHEREAS, the City of Hapeville ("City") is a municipal corporation duly organized and existing under the laws of the State of Georgia; and

WHEREAS, the General Assembly has expressly authorized the sale and disposal of property owned by municipalities; and

WHEREAS, on June 9, 2022, a public notice ran in the Daily Report which notified the public that the City was accepting sealed bids for the sale of real property lying and being in Land Lot 66 of the 14th District of Fulton County, Georgia, owned by the City of Hapeville, more specifically identified in **Exhibit "A"** and referred to herein as the "Property";

WHEREAS, a bid was received by the City for the sale of the Property; and

WHEREAS, the bid was opened at Hapeville City Hall on Thursday, June 23, 2022, at approximately 10:00 a.m.; and

WHEREAS, the highest, responsible bidder was Epic Development; and

WHEREAS, the amount of said bid was $100,250.00; and

WHEREAS, the highest, responsible bidder, Epic Development, has satisfied the required minimum conditions and appears to have the necessary financial ability to purchase the Property; and

WHEREAS, the Mayor and Council of the City of Hapeville, in the exercise of their sound judgment and discretion, after giving thorough consideration to all the implications involved, and keeping in mind the public interest and welfare of the citizens of the City, has determined that disposing of the Property would be advantageous to and would best benefit the citizens of the City.

THEREFORE, IT IS NOW RESOLVED BY THE CITY COUNCIL OF THE CITY OF HAPEVILLE, GEORGIA, AS FOLLOWS:

1. **Acceptance of Bid.** The City does hereby accept the bid of Epic Development for the sale of the Property in the amount of $100,250.00.

2. **Authorization.**

(A) The closing of the transfer of the Property shall occur at Smith, Welch, Webb & White, 2200 Keys Ferry Court, McDonough, Georgia 30253 within ninety (90) days of approval of this Resolution.

(B) The Mayor or the City Manager shall be authorized to execute any and all closing documents required for the transfer of this real property from the City to Epic Development.

3. **Attestation.** The Hapeville City Council hereby authorizes the City Clerk or Assistant City Clerk to attest the signature of the Mayor or the City Manager appearing on the documents, to affix the official seal of the City thereto as necessary to effectuate this Resolution and to place this Resolution and an executed copy of all documents regarding this disposition of property among the minutes or official records of the City for future reference.

4. **Additional Documents.** That the Hapeville City Council authorizes the Mayor or the City Manager to execute or attest and seal any additional documents which may be necessary to effectuate this Resolution and the Purchase and Sale Agreement, subject to approval as to form by the City Attorney.

5. **Severability.** To the extent any portion of this Resolution is declared to be invalid, unenforceable, or nonbinding, that shall not affect the remaining portions of this Resolution.

6. **Repeal of Conflicting Provisions.** All City resolutions are hereby repealed to the extent they are inconsistent with this Resolution.

7. **Effective Date.** This Resolution shall take effect immediately.

RESOLVED this 12th day of July, 2022.

CITY OF HAPEVILLE, GEORGIA

_____
Alan Hallman, Mayor

ATTEST:

_____
City Clerk

APPROVED AS TO FORM:

_____
City Attorney

{Doc: 03084201.DOCX}

Hapeville Proposed Water Rate Increase

PROPOSED INCREASED WATER	Monthly Consumption	Current Price Per Gallon	New Price Per Gallon	$ Increase in Rates
Minimum Service		$17.56	$ 21.06	$ 3.50
First 2,000 gallon	2,000	$0.00878	$ 0.01053	$ 1.75
>2,000 gals 9,999 gals	9,999	$0.00878	$ 0.01053	$ 1.75
10,000 gals to 15,999 gals	15,999	$0.01098	$ 0.01273	$ 1.75
16,000 gals and Over	16,000	$0.01756	$ 0.01931	$ 1.75
Multi-Dwelling		$0.01098	$ 0.01398	$ 3.00

PROPOSED BILL INCREASE

	OLD 2,000 GAL	NEW 2,000 GAL	OLD 5,000 GAL	NEW 5,000 GAL	OLD 10,000 GAL	NEW 10,000 GAL
WATER	$17.56	$21.06	$43.90	$52.65	$90.00	$107.50
SEWER	$12.24	$12.24	$35.55	$35.55	$75.21	$75.21
SANITATION	$20.00	$20.00	$20.00	$20.00	$20.00	$20.00
TOTAL	$49.80	**$53.30**	$99.45	**$108.20**	$185.21	**$202.71**

Estimated Revenue Annually	$ 291,069.56