



**Planning and Zoning Commission
Agenda**

**Tuesday, February 6, 2024
7:00 p.m.**

- A. Call to Order**
- B. Determination of a Quorum**
- C. Pledge of Allegiance**
- D. Approval of the Meeting Agenda**
- E. Approval of the Meeting Minutes**
 - 1. Approval of the January 2024- Regular Meeting Minutes
- F. Public Comments**
- G. Old Business**
- H. Public Hearing**
 - 1. Primary Variance - @HOME Hotel – 7995 Senoia Rd, Parcel ID: 09F07000027097
- I. New Business**
 - 1. Plat - @HOME Hotel – 7995 Senoia Rd, Parcel ID: 09F07000027097
 - 2. Concept Plan - @HOME Hotel – 7995 Senoia Rd, Parcel ID: 09F07000027097
 - 3. Plat - New Chick-fil-A – 0 (8032) Senoia Road, Parcel ID: 09F02010012123
 - 4. Concept Plan - New Chick-fil-A – 0 (8032) Senoia Road, Parcel ID: 09F02010012123
 - 5. Text Amendment Discussion – Data Center
- J. Executive Session**
- K. Adjournment**

CITY OF FAIRBURN

56 SW Malone Street, Fairburn, GA 30213-1341 | (770) 964-2244 | Fax (770)969-3474 | www.fairburn.com



Planning and Zoning Commission
Meeting Minutes

City Hall: 56 Malone Street,
Fairburn, GA 30213
Tuesday, January 10, 2024
7:00 p.m.

LaVone Deavers, Chair
Jason Jones, Vice-Chair
Michelle James
Lina Parker
Tony Smith
Elizabeth Echols

Planning Director: Denise Brookins
Planner: Chancellor Felton
City Attorney: Valerie Ross

-
- A. **Call to Order:** The meeting was called to order at 7:00 pm by Chairman Deavers.
 - B. **Determination of a Quorum:** A quorum was determined, and the meeting proceeded.
 - C. **Pledge of Allegiance**
 - D. **Approval of the Meeting Agenda:**
 - 1. Commissioner James made a motion to approve the agenda. Commissioner Echols seconded.
THE MOTION CARRIED.
 - E. **Approval of the Meeting Minutes:**
 - 1. Commissioner Jones made a motion to approve the December 5, 2023, minutes. Commissioner Smith seconded.
THE MOTION CARRIED.
 - F. **Approval of the 2024 Meeting Dates:**
 - 1. Commissioner James made a motion to approve the meeting dates for the Year 2024. Commissioner Echols seconded.
THE MOTION CARRIED.
 - G. **Public Comments:**
 - 1. Chairwoman Deavers opened the floor to general, public comments.
 - 2. Chairman Deavers closed the floor to general, public comments.
 - H. **Old Business:** None.
 - I. **New Business:**
 - 1. **Popeyes Subdivision Plat**
Applicant: Pam Hughes
Address: 8350 Senoia Road, Parcel ID: 09F020200130063
Request to review the subdivision plat.

- a. Chairwoman Deavers introduced the case. Chancellor Felton presented the case on behalf of Staff. Staff made a recommendation for approval. Chairwoman Deavers opened the floor for the Commission to ask Staff questions.
- b. Commissioner Jones asked if the Popeyes is already there. Mr. Felton answered yes. Commissioner Jones asked if the applicant is subdividing their lot and will develop the vacant land later. Mr. Felton concurred. Commissioner Jones asked if the new parcel would be regulated by the Highway 74 Overlay Zoning District's drive-through restaurant provisions. Mr. Felton answered yes.
- c. Commissioner James asked if we know what the future development of the vacant lot will be. Mr. Felton answered that the applicant was here to discuss any questions.
- d. Chairwoman Deavers closed the floor to ask Staff questions and opened the floor to ask the applicant questions and address the Commission.
- e. The applicant presented to the Commission.
- f. Commissioner Smith asked if the lot next to Popeyes was already built. The applicant answered yes. Commissioner Smith asked if the applicant owned that lot. The applicant answered yes.
- g. Commissioner James asked how soon the lot will be developed. The applicant answered within the next year.

Commissioner Jones made a motion to **APPROVE**. Commissioner Smith seconded.

THE MOTION CARRIED.

2. **Strack Office Rebuild Concept Plan**

Applicant: Joe Strack

Address: 105 Laser Industrial Court, Parcel ID: 09F090100480868

Request to review the concept plan.

- a. Chairwoman Deavers introduced the case. Chancellor Felton presented the case on behalf of Staff. Staff made a recommendation for approval. Chairwoman Deavers opened the floor for the Commission to ask Staff questions.
- b. Commissioner James asked if the current building was an office building. Mr. Felton answered that the previous building was an office building before its approved demolition. Commissioner James asked if the building was not there anywhere. Mr. Felton answered that the building was no longer there.
- c. Chairwoman Deavers closed the floor to ask Staff questions and opened the floor to ask the applicant questions and address the Commission.
- d. The applicant presented to the Commission.
- e. Commissioner James asked what the company does. The applicant answered they do construction work.
- f. Commissioner Smith asked what is the square footage of the building. The applicant answered 9,600 square feet. Mr. Felton answered 9,306 square feet. The applicant mentioned that the building is two stories.

Commissioner James made a motion to **APPROVE**. Commissioner Smith seconded.

THE MOTION CARRIED.

3. **Strack Shop Concept Plan**

Applicant: Joe Strack

Address: 0 Laser Industrial Court, Parcel ID: 09F090100480942

Request to review the concept plan.

- a. Chairwoman Deavers introduced the case. Chancellor Felton presented the case on behalf of Staff. Staff made a recommendation for approval. Chairwoman Deavers opened the floor for the Commission to ask Staff questions.
- b. Commissioner Jones asked if Strack was simply remodeling. Mr. Felton concurred.
- c. Chairwoman Deavers closed the floor to ask Staff questions and opened the floor to ask the applicant questions and address the Commission.
- d. The applicant presented to the Commission.
- e. Commissioner Smith asked what would be going on at the Strack Shop. The applicant answered the construction equipment will be repaired at this shop.
- f. Commissioner Jones asked if the 9,450 square foot shop will be on the 1.68 acres. Mr. Felton and the applicant concurred.
- g. Commissioner Jones asked if the repair activities would be held inside. The applicant answered yes.

Commissioner Jones made a motion to **APPROVE**. Commissioner Echols seconded.

THE MOTION CARRIED.

J. Staff Report:

1. The Planning and Zoning Commission and City Staff welcomed the new commissioner, Ms. Lina Parker.
2. Ms. Brookins congratulated Mr. Felton on his outstanding job of running the meeting for the first time.

K. Commissioner Comments:

1. Commissioner Jones said Happy 2024.
2. Commissioner Parker said she is excited and looking forward to assisting the Commission.
3. Commissioner James welcomed Commissioner Parker, said happy 2024, and congratulated Mr. Felton on his outstanding job of running the meeting.
4. Chairwoman Deavers noted that we made it to 2024, which is a blessing; thanked the commissioners for the hard work in 2023; and noted that the Commission is prepared for 2024. Chairwoman Deavers also sent condolences to Commissioner Echols who lost two sisters during the Holiday Season.
5. Commissioner Smith welcomed Commissioner Parker and thanked everybody for coming out.
6. Commissioner Echols welcomed Commissioner Parker and said she believes in her as a commissioner and noted that we made it to 2024.

L. Adjournment:

1. Commissioner James motioned to adjourn the public meeting at 7:26 pm. Commissioner Smith seconded.

THE MOTION CARRIED.

CITY OF FAIRBURN
PLANNING & ZONING COMMISSION
AGENDA ITEM

To: Planning and Zoning Commission

From: Chancellor Felton, Planner

Date: February 6, 2024

Agenda Item: @HOME Hotel – 7995 Senoia Road [Parcel ID: 09F070000270973] – Request to reduce the Landscaped Buffer from 100 feet to 0 feet.

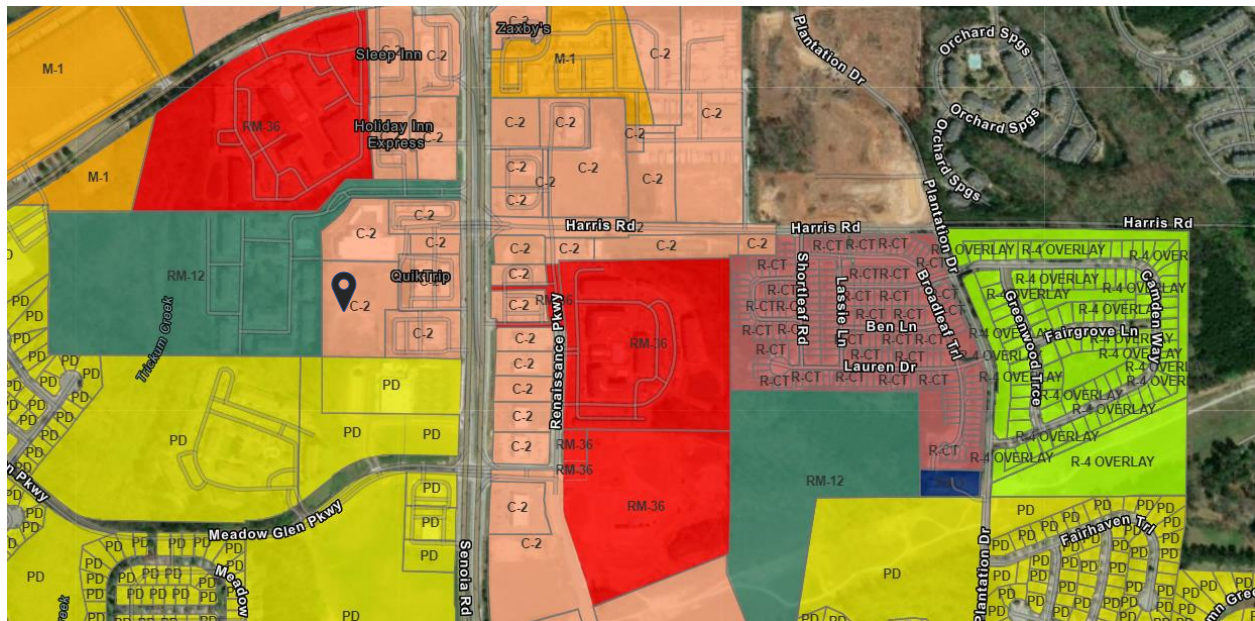
Agent/Applicant/Petitioner Information

Applicant: Darrell Baker

Property Owner: Merchant Centers LLC & Guthrie Ravin Development LLC

Background

The site is located at 7995 Senoia Road behind the Cracker Barrel Old Country Store and QuikTrip, next to the Compass Self Storage, and in front of Peachtree Landing. The site is currently zoned C-2 (General Commercial). The site is approximately 4.2 acres.





Discussion

The applicant is proposing to develop a 5-story, 66,33- square-foot hotel. The site plan meets the setback and parking requirements of the Highway 74 Overlay District and C-2.

The Zoning Code requires that “a 100-foot buffer shall be provided on retail and commercial services developments which adjoin property developed as, or planned as, residential use.”

The applicant is proposing to reduce the landscaped buffer on their site from 100 feet to 0 feet. The proposed development would cause for the complete removal of the 100-foot landscaped buffer that is required of all retail and commercial services developments that adjoin property that is either developed as residential or planned as residential.

It is worth noting that the applicant has concurrently submitted a request to review this primary variance, a subdivision plat, and a concept plan.

Authority

As authorized in Section 80-254, the Planning and Zoning Commission may authorize variances from any zoning ordinance provision that is not being handled as a minor, administrative minor, or concurrent variance only upon making the following findings:

Variance Considerations

Section 80-251 – Variances may be considered in all districts. Primary variances and concurrent variances shall only be granted upon showing that:

1. Relief, if granted, would be in harmony with, or, could be made to be in harmony with, the general purpose and intent of this chapter.

This condition has been satisfied. The purpose and intent of the Highway 74 Overlay District’s Site Development Standards are to establish and maintain quality areas that will preserve the investments of all landowners and developers, as well as encourage both commercial and residential development within the City. The Compass Self Storage and Big Dan’s Car Wash, which are neighboring businesses, both were granted variances for the 100-foot landscaped buffer. Therefore, if relief is granted, the proposed development would be in harmony with the preexisting development.

2. The application of the particular provision of this chapter to a particular piece of property, due to extraordinary and exceptional conditions pertaining to that property because of its lot size, shape, or topography, would create an unnecessary hardship for the owner while causing no detriment to the public.

This condition has NOT been satisfied. This property does not have any extraordinary and exceptional conditions, because of its size, shape, or topography that would create an unnecessary hardship for the owner while causing no detriment to the public.



3. Conditions resulting from existing foliage or structures bring about a hardship whereby a sign meeting minimum letter size, square footage and height requirements cannot be read from an adjoining public road.

Not applicable.

Staff Recommendations

The application submittal did not include sufficient details to meet all requirements for granting a variance, If the Planning and Zoning Commission approves the variance request, staff recommends the following conditions:

1. A 10-foot fence with the same architectural details as the principal structure be erected on the western side of the parcel made from the same materials as the principal structure.
2. Light shields be erected on all outdoor lighting to not intrude onto the neighboring parcel to the west.
3. Additional foliage shall be provided along the western side of the parcel that would be the best at deterring any light pollution and inter-parcel traffic between this parcel and the neighboring parcel to the west.
4. Any significant modifications as determined by Staff to the proposed site plan in regard to the 100-foot landscaped buffer reduction would necessitate a further review by the Planning and Zoning Commission.

Attachments:

- Site Pictures
- Application
- Letter of Intent
- Current Survey
- Proposed Concept Plan with Variance
- Proposed Concept Plan without Variance
- Proposed Elevations
- Legal Description
- Deed
- Land Sales Agreement

SITE PICTURES



Southwest Viewpoint



Northwest viewpoint



QuikTrip Stormwater Facility (to the left)



VARIANCE APPLICATION CHECKLIST

Please submit one (1) copy of the following documents and information.

ITEM #	REQUIRED ITEM	CHECK <input checked="" type="checkbox"/> (Office Use Only)
1.	Application Checklist	<input checked="" type="checkbox"/>
2.	Application Form	<input checked="" type="checkbox"/>
3.	Survey	<input checked="" type="checkbox"/>
4.	Legal Description	<input checked="" type="checkbox"/>
5.	Warranty Deed	<input checked="" type="checkbox"/>
6.	Lease Agreement <i>PSA</i>	<input checked="" type="checkbox"/>
7.	Letter of Intent	<input checked="" type="checkbox"/>
8.	Conceptual Site Plan	<input checked="" type="checkbox"/>

Fees: \$350 per variance application and \$31 public hearing sign

For any documents that are larger than 11" x 17," a copy reduced to 11" x 17" shall also be required.

INCOMPLETE APPLICATIONS WILL NOT BE ACCEPTED.

APPLICATIONS ARE ACCEPTED MONDAY – FRIDAY FROM 9:00 A.M. TO 3:00 P.M.



APPLICATION FOR VARIANCES

Date Received: 12/8/23

VARIANCE #: _____
(Office Use Only)

SECTION I – GENERAL INFORMATION

APPLICANT INFORMATION

Applicant Name: <u>Darrell Baker / Agent for Purchaser</u>			
Address: <u>Randolph Williams, LLC / 100 World Drive, Suite 105, Peachtree City, GA 30269</u>			
Phone: <u>404.977.2470</u>	Cell: <u>404.977.2470</u>	Fax: <u>N/A</u>	
Email Address: <u>dbaker@rwcre.net</u>			

OWNER INFORMATION (If different from Applicant)

Owner Name: <u>Merchant Centers, LLC & Guthrie Ravin Development, LLC</u>			
Address: <u>130 Broadmoor Dr, Fayetteville, GA 30215 / 190 Habersham Place, Fayetteville, GA 30214</u> <u>Dan: 770.634.970</u>			
Phone: <u>Howard: 770.560.5235</u>	Cell: <u>Same</u>	Fax: <u>N/A</u>	
Email Address: <u>1031realty@bellsouth.net / Howard.guthrieconstruction@gmail.com</u>			

PROPERTY INFORMATION

Address: <u>7995 Senoia Rd, Fairburn, GA 30213</u>			
Parcel ID#: <u>09F070300270</u>	Land Lot: <u>27</u>	District: <u>9F</u>	Acreage: <u>2.13 out of 4.197</u>
Request: <u>Remove the 100' buffer. The adjacent tract is high density multi-family residential which normally carries a commercial zoning designation and commercial to commercial doesn't require said setback. If the 100' is carried on this property it becomes unusable for commercial applications.</u>			

SECTION III LEGAL DESCRIPTION OF PROPERTY (Legal description/survey must match submitted site plan.)

SUBDIVISION Merchant Centers, LLC UNIT/PHASE: _____ LOT NO(S): #4
LAND LOT(S): 27 DISTRICT: 9F TAX ID: 09F070300270
PROPERTY ADDRESS 7995 Senoia Rd Fairburn, Ga 30213

SECTION IV AUTHORITY TO PURSUE VARIANCE

NOTICE: Part 1 and/or Part 2 below must be signed and notarized when the petition is submitted. Please complete Section IV as follows:

- a) If you are the sole owner of the property and not the petitioner complete Part 1.
- b) If you are the petitioner and not the sole owner of the property complete Part 2.
- c) If you are the sole owner and petitioner complete Part 1.
- d) If there are multiple owners each must complete a separate Part 1 and include it in the application.

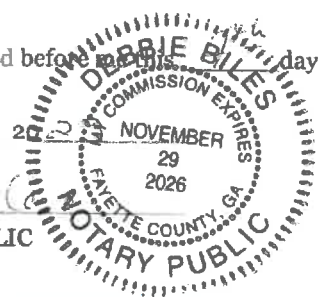
Part 1. OWNER INFORMATION

Owner states under an oath that he or she is the owner of the property described in the attached legal description. **[EACH OWNER'S SIGNATURE MUST BE NOTARIZED]**

Dan Carpenter / Merchant Centers, LLC
 TYPE OR PRINT OWNER'S NAME
130 Broadmoor Drive
 ADDRESS
Fayetteville, GA 30215
 CITY, STATE & ZIP CODE
DRCarpenter
 OWNER'S SIGNATURE
(770) 634.9700 cell
 AREA CODE/ PHONE NUMBER
1031reality@bellsouth.net
 EMAIL ADDRESS

Sworn to and subscribed before me this _____ day of _____

NOVEMBER 29 2026
 NOTARY PUBLIC
 Fayetteville, GA
 Additional Owner:
 Howard Gulthrie / Guthrie Ravin Development, LLC
 190 Habersham Place
 Fayetteville, GA 30214
 Signature Howard Gulthrie
 770.580.5235 cell
 Howard.gulthrieconstruction@gmail.com



Part 2. APPLICANT INFORMATION

Petitioner states under oath that: (1) he/she is the executor or Attorney-in-fact under a Power-of-Attorney for the owner (attach a copy of the Power-of-Attorney letter and type name above as "Owner"); (2) he/she has an option to purchase said property (attach a copy of the contract and type name of owner above as "Owner"); or (3) he/she has an estate for years which permits the petitioner to apply (attach a copy of lease and type name of owner above as "Owner").

Darell O Baker / Agent / Randolph Williams, LLC
 TYPE OR PRINT PETITIONER'S NAME
100 World Dr, Ste 105
 ADDRESS
Peachtree City, GA 30269
 CITY & STATE ZIP CODE

Sworn to and subscribed before me this the _____

7 Day of December 20 23
 NOTARY PUBLIC




PETITIONER'S SIGNATURE

404.977.2470 Cell
PHONE NUMBER

dbaker@rwcre.net
EMAIL ADDRESS

V. ATTORNEY/AGENT INFORMATION

CHECK ONE: ATTORNEY AGENT

Darrell Baker, Agent Randolph Williams, LLC

TYPE OR PRINT ATTORNEY/AGENT NAME

100 World Drive, Suite 105

ADDRESS

Peachtree City, GA 30269

CITY, STATE & ZIP CODE

404 977 2470

AREA CODE/PHONE NUMBER

dbaker@rwcre.net

EMAIL ADDRESS


SIGNATURE OF ATTORNEY/AGENT



12/7/2023



VARIANCE REQUEST

LETTER OF INTENT

DATE: 12/8/23

PROJECT: @Home Hotel
120 Rooms Over 4 Floors
63,143 SF with a Ground Floor Footprint of 15,719 SF

ADDRESS: 7995 Senoia Road
Fairburn, GA 30213

PARCEL INFO: Fulton County Parcel: 09F070300270
2.13 acres being subdivided from a remaining 4.197 acre tract. Balance of the parcel is the retention pond / water quality structure for the multi-tract development serving Quick Trip, Wash Me Fast Car Wash, Cracker Barrel and the Fairburn 85 Storage. The pond will also serve the hotel.

VARIANCE: Relief from the 100 ft landscape buffer requirement (Section 80-90(e)(1)(a)) between the hotel parcel and the high density, multi-family residential tract along the rear property line.

HARDSHIP: Based on the size and shape of the property, the requirement of a 100' landscape buffer makes the property virtually undevelopable within the Hwy 74 Overlay regulations. The existing C-2 zoned parcel is immediately adjacent to the high density, multi-family apartment development zoned RM-12. High density multifamily, even though residential, normally carries a commercial designation when adjacent to high density commercial corridors, such as the case here. As stated in the storage facility decision by staff: "The current 100-foot buffer between retail / commercial services in the Hwy 74 Overlay District appears to be an onerous requirement which threatens to hinder development in the overlay district if enforced as written." The apartments have a dense buffer in place and currently, with the fall foliage bare, and the hotel parcel completely cleared, the apartment view is almost completely blocked from the hotel tract.

Based on precedence, at least 2 adjacent tracts, the Self-Storage (19CV-004) - and Tractor Supply (Application #: 2021145) required variances in order to complete their projects. The storage was specifically related to the said buffer requirement.

If relief is granted, the hotel developer will work with the City of Fairburn Staff to mitigate any negative effects from lighting and noise.

THIS BLOCK RESERVED FOR THE CLERK OF THE SUPERIOR COURT

THE FIELD DATA UPON WHICH THIS MAP OR PLAT IS BASED HAS A CLOSURE PRECISION OF ONE FOOT IN 101,061 FEET, AND AN ANGULAR ERROR OF 02" PER ANGLE POINT, AND WAS ADJUSTED USING COMPASS RULE.

THIS MAP OR PLAT HAS BEEN CALCULATED FOR CLOSURE AND IS FOUND TO BE ACCURATE WITHIN ONE FOOT IN 122,022 FEET. EQUIPMENT USED: ROBOTIC GEOMAX ZOOM 90 & SPECTRA GEOSPATIAL SP85 GPS UNIT

FLOOD NOTES

BASED ON THE INFORMATION SHOWN ON THE FLOOD HAZARD BOUNDARY MAPS FURNISHED BY FEMA, IT IS MY OPINION THAT THE PROPERTY SHOWN HEREON IS OUTSIDE THE 100-YEAR FLOOD HAZARD AREA. PANEL# 13121C0462F DATED 9/18/2013

**PARCEL ID# 09F070000270973
N/F MERCHANT CENTERS LLC 'ETAL'
P.B. 360, PG. 93**

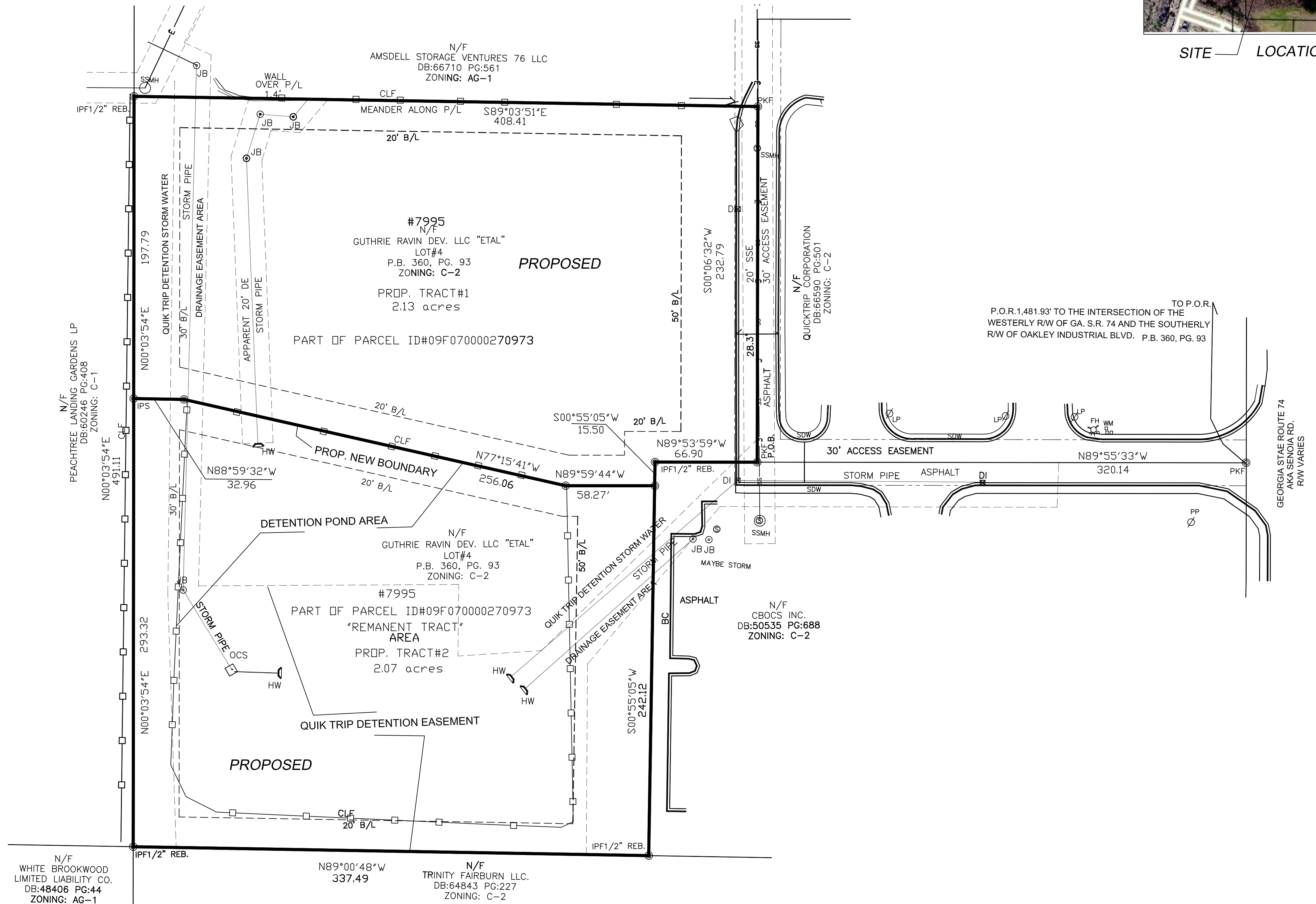
**SURVEY ORDERED BY:
RAJ. PATEL
Ph: 404-456-8483**

**UTILITIES PROTECTION CENTER
Call FREE
IN METRO ATLANTA
770-682-4344
THROUGHOUT GEORGIA
1-800-282-7411
THREE WORKING DAYS BEFORE YOU DIG**

GENERAL NOTES

- TOGETHER WITH ALL EASEMENTS RECORDED OR UNRECORDED.
- LAST DATE OF FIELD SURVEY 10/26/2023
- ALL LINEAR DISTANCES SHOWN ON PLAT SHALL BE HORIZONTAL.
- INFORMATION REGARDING THE PRESENCE, SIZE, AND LOCATION OF UNDERGROUND UTILITIES IS SHOWN HEREON. THE INFORMATION IS BASED ON THE LOCATION OF ABOVE GROUND APPURTENANCES, AVAILABLE SITE PLANS, AND PAINT PLACED BY UNDERGROUND SERVICES.
- "NO CERTIFICATION IS MADE AS TO THE ACCURACY"
- ALL BEARINGS AND DISTANCES WERE MEASURED AND USED.
- THIS SURVEY WAS PREPARED WITHOUT BENEFIT OF A TITLE REPORT WHICH MAY REVEAL ADDITIONAL CONVEYANCES, EASEMENTS OR RIGHTS-OF-WAY NOT SHOWN HEREON.

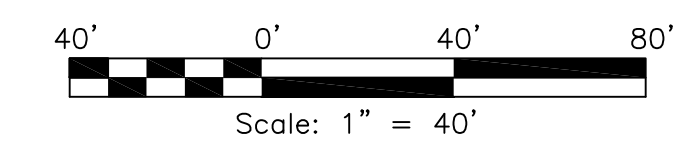
** PURSUANT TO RULE 180-6.09 OF THE GEORGIA STATE BOARD OF REGISTRATION FOR PROFESSIONAL ENGINEERS AND LAND SURVEYORS, THE TERM "CERTIFY" OR "CERTIFICATION" MEANS TO DECLARE A PROFESSIONAL OPINION REGARDING THOSE FACTS OR FINDINGS AND DOES NOT CONSTITUTE A WARRANTY OR GUARANTEE, EITHER EXPRESSED OR IMPLIED.



SITE LOCATION MAP NTS

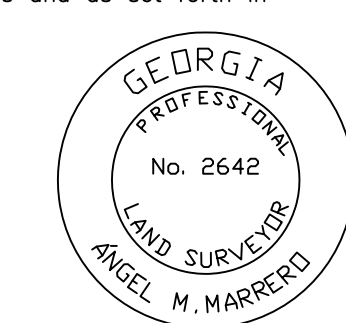
LEGENDS OF SYMBOLS

- P.O.B. POINT OF BEGINNING
- P.O.R. POINT OF REFERENCE
- GM GAS METER/GAS METER
- O.T.P. OPEN TOP PIPE
- O.I.P. IRON PIN FOUND
- C.I.P. CURB AND GUTTER
- P/L PROPERTY LINE
- R/W RIGHT-OF-WAY
- L.L.L. LAND LOT LINE
- CMF CONCRETE MONUMENT FOUND
- POL POINT ON LINE
- B.O.C. BACK OF CURB
- F.N.C. FENCE CORNER
- EP EDGE OF PAVEMENT
- PC PROPERTY CORNER
- LP LIGHT POLE
- PP POWER POLE
- GW GUY WIRE
- JB EXISTING JUNCTION BOX
- WV EXISTING WATER VALVE
- FH EXISTING FIRE HYDRANT
- T.B.M. TEMPORARY BENCH MARK
- B.F.E. BASE FLOOD ELEVATION
- M.F.E. MINIMUM FLOOR ELEVATION
- HW HEADWALL
- SWCB SINGLE WALL CATCH BASIN
- DWCB DOUBLE WALL CATCH BASIN
- O.C.S. OUTLET CONTROL STRUCTURE
- DI DROP INLET
- WM WATER METER
- WATERLINE
- SS SANITARY SEWER LINE
- OV OVERHEAD POWERLINE
- UF UNDERGROUND FIBER OPTICS
- G GASLINE
- LANDSCAPING
- PKS (F) PK NAIL SET (FOUND)
- EX-MH EXISTING SANITARY SEWER MANHOLE
- SSMH SANITARY SEWER MANHOLE
- S.S.E. SANITARY EASEMENT
- C/O CLEAN-OUT
- FDC FIRE DEPARTMENT CONNECTOR
- CL.F. CHAIN LINK FENCE
- D.E. DRAINAGE EASEMENT
- R.R.E. RAIL ROAD EASEMENT
- H HEIGHT
- HE UNDERGROUND ELECTRIC
- AC AIRCONDITION UNITS



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

Angel M. Marrero
ANGEL M. MARRERO P.L.S. #2642
Certified Design Professional # 4479
12/07/2023

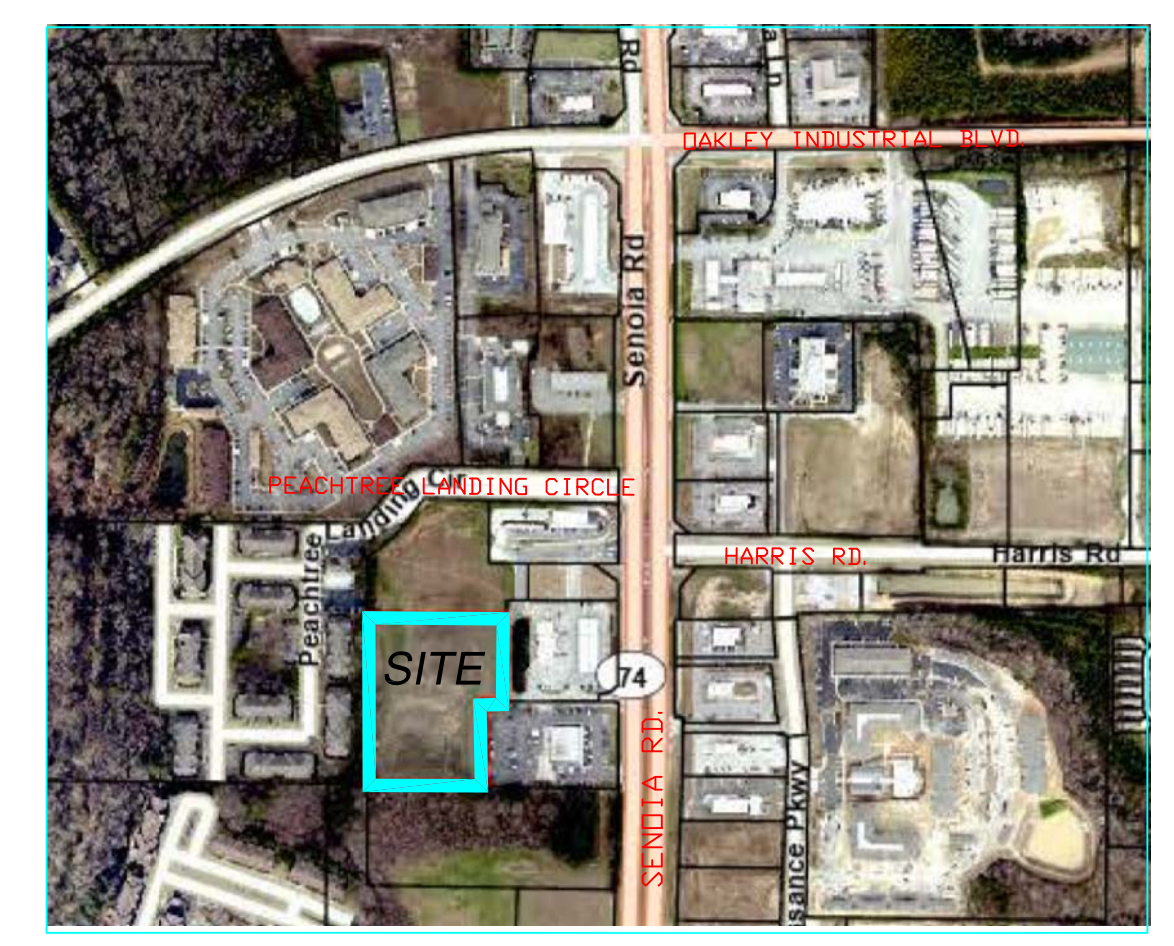


THIS MINOR S/D. NEEDS TO BE APPROVED BY THE LOCAL JURISDICTION

REV.	DESCRIPTION	DATE
1	SOUTHSIDE SURVEYING & PLANNING LSF000831	12/07/2023
MINOR S/D. SURVEY FOR:		
APSILON HOTELS, LLC		
Land Lot 27	9-F Dist.	Fulton County, GA
Drawn By: AMM SR.	Scale: 1"=40'	
Dwg No: 2-2310103 MD	Date: 12/07/2023	

LEGENDS OF SYMBOLS

- P.O.B. POINT OF BEGINNING
- P.O.R. POINT OF REFERENCE
- GM GAS MARKER/GAS METER
- O.T.P. OPEN TOP PIPE
- O.I.P.F. IRON PIN FOUND
- C.I.P.S. CURB AND GUTTER
- C/G PROPERTY LINE
- P/L RIGHT-OF-WAY
- R/W LAND LOT LINE
- L.L.L.L. CONCRETE MONUMENT FOUND
- POL POINT ON LINE
- B.O.C. BACK OF CURB
- F.N.C. FENCE CORNER
- EP EDGE OF PAVEMENT
- PC PROPERTY CORNER
- LP LIGHT POLE
- PP POWER POLE
- GW GUY WIRE
- EW EXISTING WATER VALVE
- HW EXISTING WATER VALVE
- FW EXISTING FIRE HYDRANT
- T.B.M. TEMPORARY BENCH MARK
- B.F.E. BASE FLOOD ELEVATION
- M.F.E. MINIMUM FLOOR ELEVATION
- HW HEADWALL
- SWCB SINGLE WALL CATCH BASIN
- SWCB DOUBLE WALL CATCH BASIN
- O.C.S. OUTLET CONTROL STRUCTURE
- DI DROP INLET
- WM WATER METER
- WATERLINE
- SS SANITARY SEWER LINE
- O.V.P. OVERHEAD POWERLINE
- U.F.O. UNDERGROUND FIBER OPTICS
- LS LANDSCAPING
- PKS (F) PK NAIL SET (FOUND)
- EX-MH EXISTING SANITARY SEWER MANHOLE
- SSMH SANITARY SEWER MANHOLE
- S.S.E. SANITARY EASEMENT
- C.E. CLEAN-OUT
- F.D.C. FIRE DEPARTMENT CONNECTOR
- CL.F. CHAIN LINK FENCE
- D.E. DRAINAGE EASEMENT
- R.R.E. RAIL ROAD EASEMENT
- H HEIGHT
- IE UNDERGROUND ELECTRIC
- AC AIRCONDITION UNITS



LOCATION MAP NTS

UTILITIES PROTECTION CENTER
Call FREE
IN METRO ATLANTA
770-637-4344
THROUGHOUT GEORGIA
1-800-892-7411
THREE WORKING DAYS BEFORE YOU DIG

IMPERVIOUS SURFACE 1.57 ACRES
TOTAL AREA 2.13 ACRES
74.1% OF THE TOTAL AREA
LS LANDSCAPING

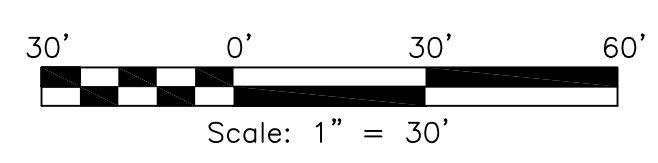
P.O.R. 1,481.93' TO THE INTERSECTION OF THE WESTERLY R/W OF GA. S.R. 74 AND THE SOUTHERLY R/W OF OAKLEY INDUSTRIAL BLVD. P.B. 360, PG. 93

DEVELOPER:
APSILON HOTELS, LLC
RAJ. PATEL
Ph: 404-456-8483
925 VIRGINIA AVE. SUITE E
HAPEVILLE, GA. 30254

FLOOD NOTES

BASED ON THE INFORMATION SHOWN ON THE FLOOD HAZARD BOUNDARY MAPS FURNISHED BY FEMA, IT IS MY OPINION THAT THE PROPERTY SHOWN HEREON IS OUTSIDE THE 100-YEAR FLOOD HAZARD AREA.
PANEL# 1312100462F DATED 9/18/2013

PARCEL ID# 09F070000270973
N/F MERCHANT CENTERS LLC 'ETAL'
P.B. 360, PG. 93

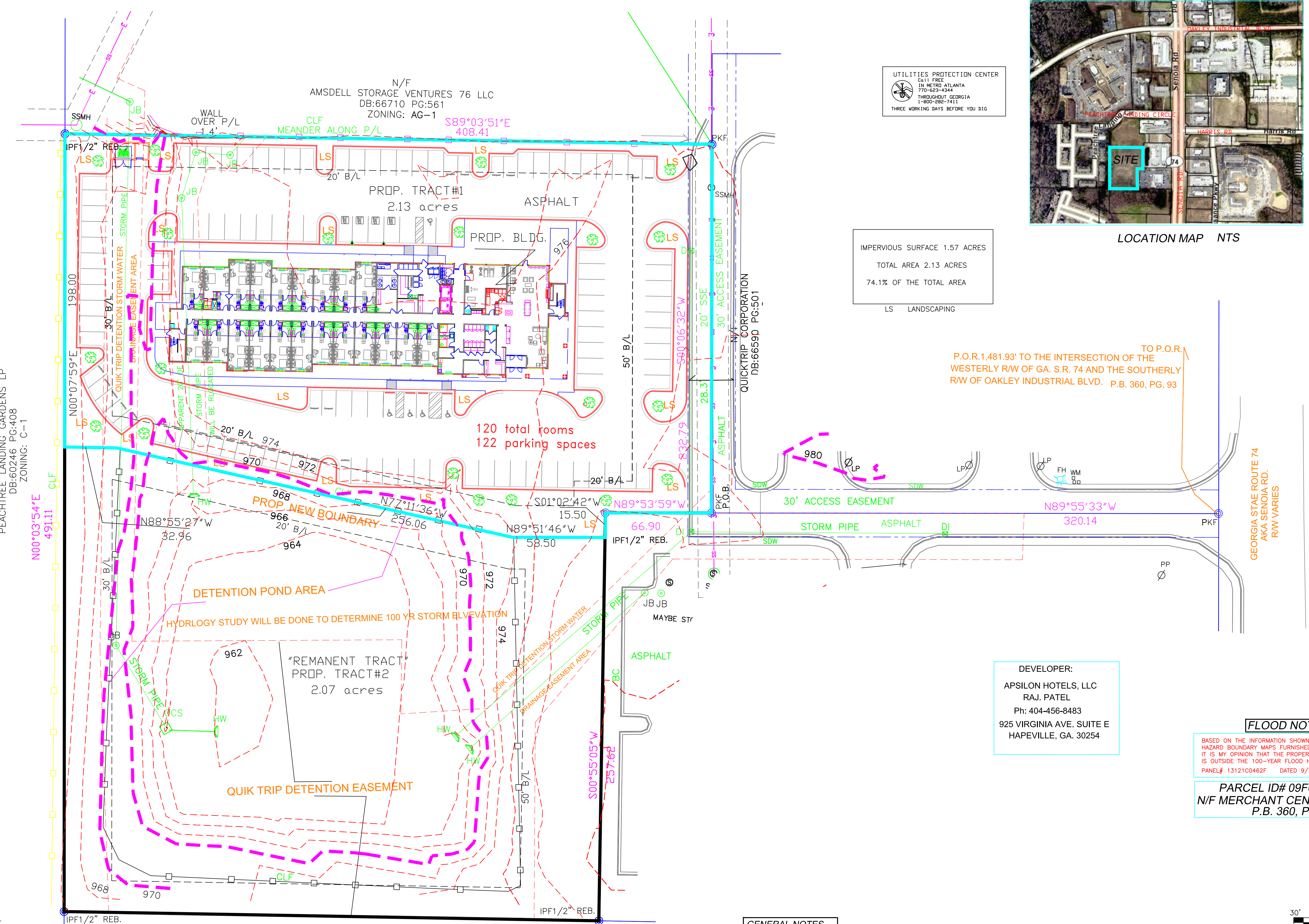


GENERAL NOTES

1. TOGETHER WITH ALL EASEMENTS RECORDED OR UNRECORDED.
2. LAST DATE OF FIELD SURVEY 10/26/2023
3. ALL LINEAR DISTANCES SHOWN ON PLAT SHALL BE HORIZONTAL.
4. INFORMATION REGARDING THE PRESENCE, SIZE, AND LOCATION OF UNDERGROUND UTILITIES IS SHOWN HEREON. THE INFORMATION IS BASED ON THE LOCATION OF ABOVE GROUND APPURTENANCES, AVAILABLE SITE PLANS, AND PAINT PLACED BY UNDERGROUND SERVICES. NO CERTIFICATION IS MADE AS TO THE ACCURACY.
5. ALL BEARINGS AND DISTANCES WERE MEASURED AND USED.
6. THIS SURVEY WAS PREPARED WITHOUT BENEFIT OF A TITLE REPORT WHICH MAY REVEAL ADDITIONAL CONVEYANCES, EASEMENTS OR RIGHTS-OF-WAY NOT SHOWN HEREON.
7. CONTOURS INTERVAL 2 FT.

Angel M. Marrero
ANGEL M. MARRERO P.L.S. #2642 11/09/2023
Certified Design Professional # 4479

CONCEPTUAL SITE PLAN LAYOUT WAS PROVIDED BY ARCHITECT



N/F AMSDELL STORAGE VENTURES 76 LLC
DB:66710 PG:561
ZONING: AG-1
S89°03'51"E 408.41
WALL OVER P/L 14'
CLF MEANDER ALONG P/L

N/F PEACHTREE LANDING GARDENS LP
DB:60246 PG:408
ZONING: C-1
N00°03'54"E 491.11
CLF

N/F WHITE BROOKWOOD LIMITED LIABILITY CO.
DB:48406 PG:44
ZONING: AG-1

N/F TRINITY FAIRBURN LLC.
DB:64843 PG:227
ZONING: C-2
N89°00'48"W 337.49

HYDROLOGY STUDY WILL BE DONE TO DETERMINE 100 YR STORM BLVEVATION

PROP. NEW BOUNDARY
N88°55'27"W 32.96
N72°11'36"W 256.06
N89°51'46"W 58.50
S01°02'42"W 15.50
N89°53'59"W 66.90

REMANENT TRACT PROP. TRACT#2
2.07 acres

120 total rooms
122 parking spaces

QUICK TRIP DETENTION EASEMENT

QUICKTRIP CORPORATION
DB:66590 PG:501

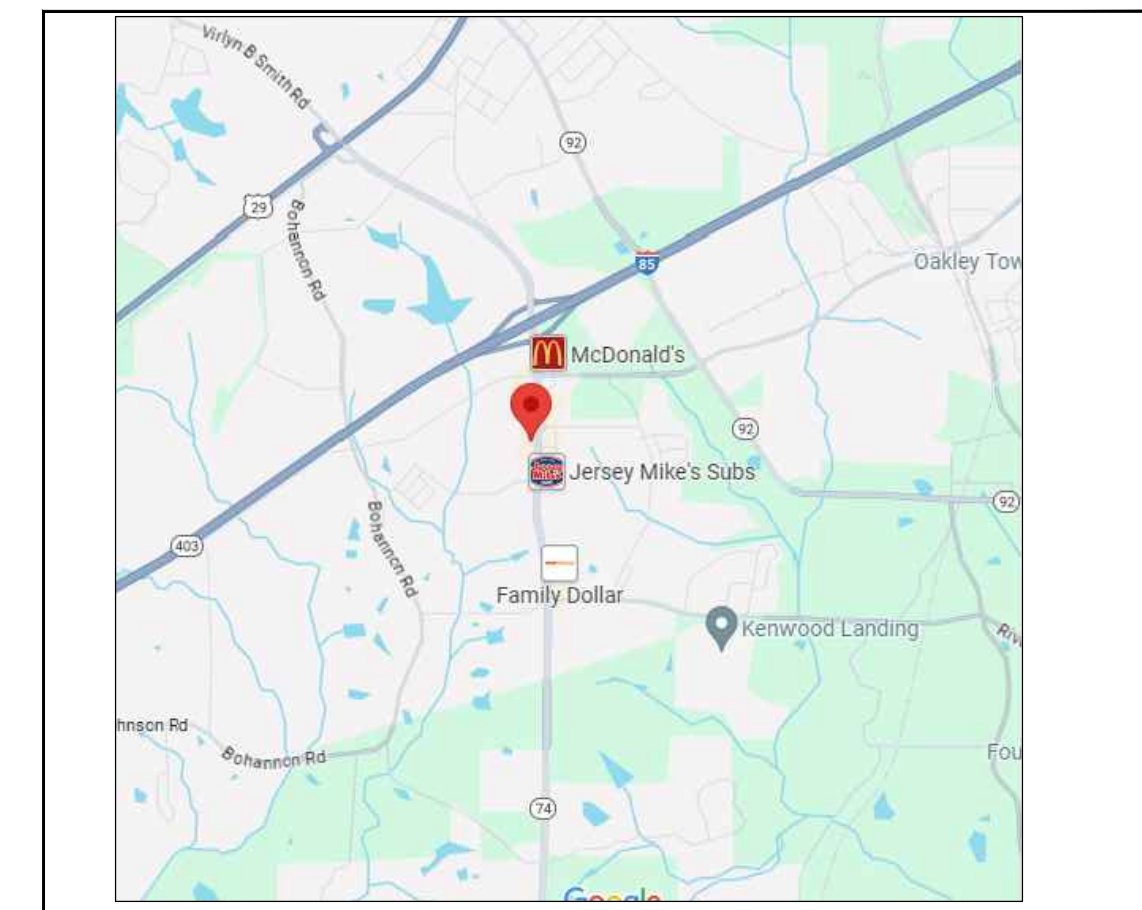
GEORGIA STATE ROUTE 74
AKA SENOIA RD.
R/W VARIES

** PURSUANT TO RULE 180-6.09 OF THE GEORGIA STATE BOARD OF REGISTRATION FOR PROFESSIONAL ENGINEERS AND LAND SURVEYORS, THE TERM "CERTIFY" OR "CERTIFICATION" MEANS TO DECLARE A PROFESSIONAL OPINION REGARDING THOSE FACTS OR FINDINGS AND DOES NOT CONSTITUTE A WARRANTY OR GUARANTEE, EITHER EXPRESSED OR IMPLIED.

REV.	DESCRIPTION	DATE
1	SOUTHSIDE SURVEYING & PLANNING LSF000831	11/09/2023
CONCEPTUAL SITE PLAN FOR: APSILON HOTELS, LLC Land Lot 27 9-F Dist. City of Fairburn, Fulton County, GA		
Drawn By: AMM SR.		Scale: 1"=30'
Dwg No: 2-2310103SP		Date: 11/09/2023

LEGENDS OF SYMBOLS

P.O.B.	POINT OF BEGINNING
P.O.R.	POINT OF REFERENCE
GM	GAS MARKER/GAS METER
OT/P	OPEN TOP PIPE
O/P	OPEN TOP PIPE
IR	IRON PIN FOUND
C/P	CURB AND CUTTER
P/L	PROPERTY LINE
R/W	RIGHT-OF-WAY
L.L.	LAND LOT LINE
CMF	CONCRETE MONUMENT FOUND
POL	POINT ON LINE
B.O.C.	BACK OF CURB
PC	FENCE CORNER
EP	EDGE OF PAVEMENT
PC	PROPERTY CORNER
LP	LIGHT POLE
PP	POWER POLE
OW	CUT WIRE
JB	EXISTING JUNCTION BOX
EWV	EXISTING WATER VALVE
FH	EXISTING FIRE HYDRANT
TM	TEMPORARY BENCH MARK
T.S.M.	TEMPORARY BENCH MARK
B.F.E.	BASE FLOOD ELEVATION
M.F.E.	MINIMUM FLOOR ELEVATION
HW	HEADWALL
SWCB	SINGLE WALL CATCH BASIN
DWCB	DOUBLE WALL CATCH BASIN
OCS	OUTLET CONTROL STRUCTURE
DI	DROP INLET
WM	WATER METER
SW	SANITARY SEWER LINE
SS	SANITARY SEWER LINE
OP	OVERHEAD POWERLINE
UFO	UNDERGROUND FIBER OPTICS
GS	GASLINE
LS	LANDSCAPING
PKS (F)	PK NAIL SET (FOUND)
EX-MH	EXISTING SANITARY SEWER MANHOLE
SSMH	SANITARY SEWER MANHOLE
S.S.E.	SANITARY EASEMENT
C/O	CLEAN-OUT
FDC	FIRE DEPARTMENT CONNECTOR
C.L.F.	CHAIN LINK FENCE
D.E.	DRAINAGE EASEMENT
R.R.E.	RAIL ROAD EASEMENT
H	HEIGHT
UE	UNDERGROUND ELECTRIC
AC	AIR CONDITION UNITS



LOCATION MAP NTS

UTILITIES PROTECTION CENTER
CALL FREE
IN METRO ATLANTA
770-669-4344
THROUGHOUT GEORGIA
1-800-282-7411
THREE WORKING DAYS BEFORE YOU DIG

IMPERVIOUS SURFACE 1.57 ACRES
TOTAL AREA 2.13 ACRES
74.1% OF THE TOTAL AREA
LS LANDSCAPING

TO P.O.R.
WESTERLY R/W OF GA. S.R. 74 AND THE SOUTHERLY
R/W OF OAKLEY INDUSTRIAL BLVD. P.B. 360, PG. 93

GEORGIA STATE ROUTE 74
AKA SENOIA RD.
R/W VARIES

DETENTION FACILITY AND WATER QUALITY
PROVIDED BY REGIONAL POND VIA ORIGINAL
HYDROLOGY BY QT (7975 SENDIA RD, DATED
3-26-12.) SEE REPORT

DEVELOPER:
APSILON HOTELS, LLC
RAJ. PATEL
Ph: 404-456-8483
925 VIRGINIA AVE. SUITE E
HAPEVILLE, GA. 30254

FLOOD NOTES

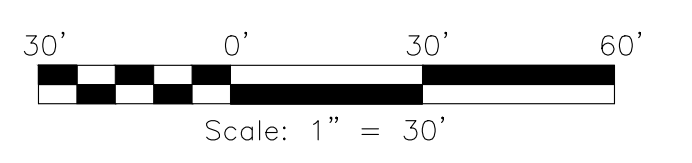
BASED ON THE INFORMATION SHOWN ON THE FLOOD
HAZARD BOUNDARY MAPS FURNISHED BY FEMA,
IT IS MY OPINION THAT THE PROPERTY SHOWN HEREON
IS OUTSIDE THE 100-YEAR FLOOD HAZARD AREA.
PANEL# 13121C0462F DATED 9/18/2013

PARCEL ID# 09F070000270973
N/F MERCHANT CENTERS LLC 'ETAL'
P.B. 360, PG. 93

PARKING REQUIREMENT
1 PARKING SPACE PER ROOM
PLUS 1 PARK FOR EVERY 2 EMPLOYEE
128 ROOMS PROPOSED + 4 EMPLOYEES
130 REQUIRED PARKING SPACES
PROVIDED 100 PARKING SPACES INCLUDING 6 HC

GENERAL NOTES

- TOGETHER WITH ALL EASEMENTS RECORDED OR UNRECORDED.
- LAST DATE OF FIELD SURVEY 10/26/2023
- ALL LINEAR DISTANCES SHOWN ON PLAT SHALL BE HORIZONTAL.
- INFORMATION REGARDING THE PRESENCE, SIZE, AND LOCATION OF UNDERGROUND UTILITIES IS SHOWN HEREON. THE INFORMATION IS BASED ON THE LOCATION OF ABOVE GROUND APPURTENANCES, AVAILABLE SITE PLANS, AND PAINT PLACED BY UNDERGROUND SERVICES. "NO CERTIFICATION IS MADE AS TO THE ACCURACY"
- ALL BEARINGS AND DISTANCES WERE MEASURED AND USED.
- THIS SURVEY WAS PREPARED WITHOUT BENEFIT OF A TITLE REPORT WHICH MAY REVEAL ADDITIONAL CONVEYANCES, EASEMENTS OR RIGHTS-OF-WAY NOT SHOWN HEREON.
- CONTOURS INTERVAL 2 FT.

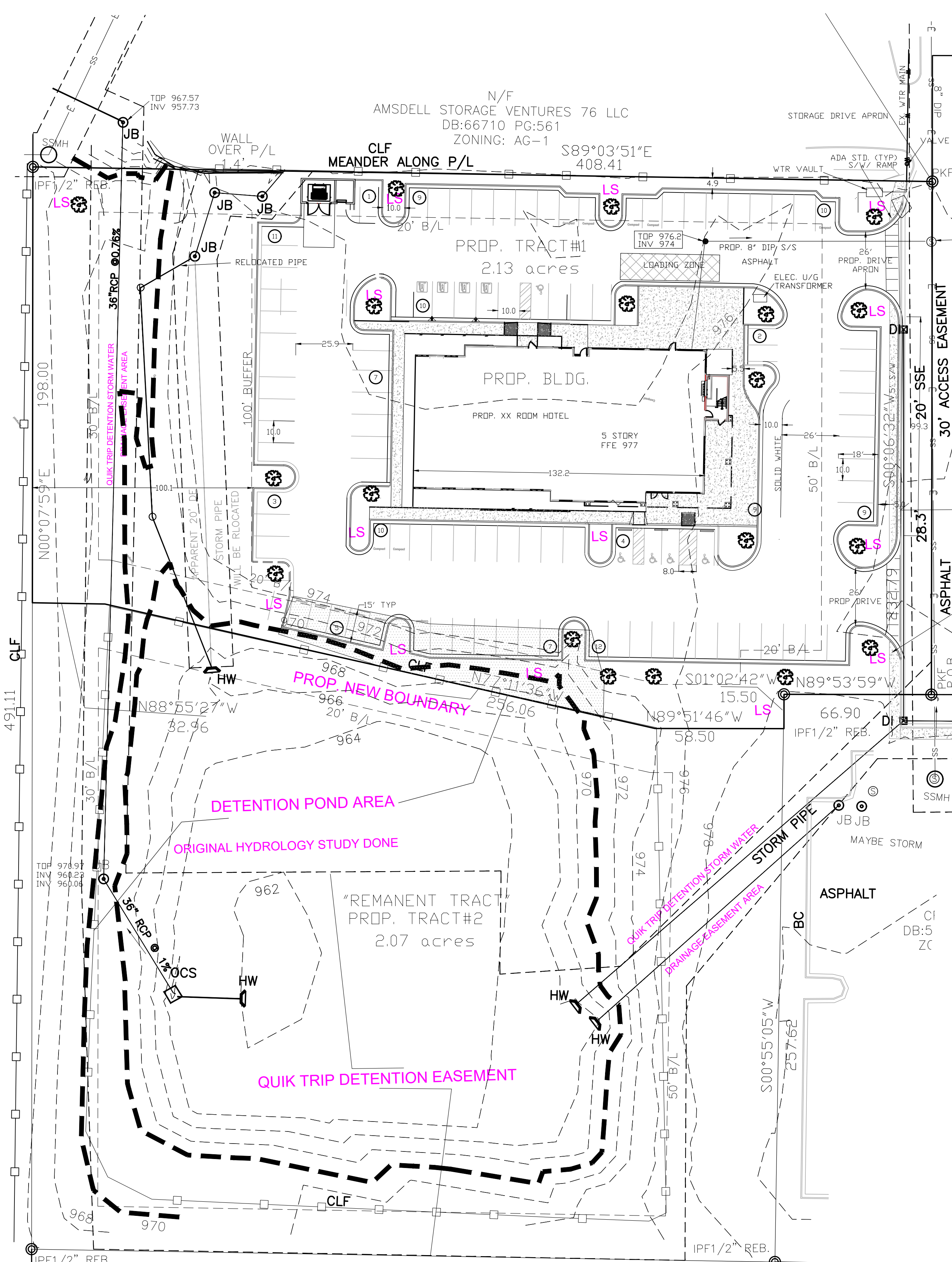


REV.	DESCRIPTION	DATE
1	CONCEPTUAL SITE PLAN FOR: APSILON HOTELS, LLC Land Lot 27 9-F Dist. CITY OF FAIRBURN Fulton County, GA	11/09/2023

ANGEL M. MARRERO P.L.S. #2642
Certified Design Professional # 4479

CONCEPTUAL SITE PLAN LAYOUT WAS PROVIDED BY ARCHITECT

** PURSUANT TO RULE 180-6.09 OF THE GEORGIA STATE BOARD OF REGISTRATION FOR PROFESSIONAL ENGINEERS AND LAND SURVEYORS, THE TERM "CERTIFY" OR "CERTIFICATION" MEANS TO DECLARE A PROFESSIONAL OPINION REGARDING THOSE FACTS OR FINDINGS AND DOES NOT CONSTITUTE A WARRANTY OR GUARANTEE, EITHER EXPRESSED OR IMPLIED.



N/F PEACHTREE LANDING GARDENS LP
DB:60246 PG:408
ZONING: C-1

N/F HITE BROOKWOOD
LITED LIABILITY CO.
DB:48406 PG:44
ZONING: AG-1

N/F TRINITY FAIRBURN LLC.
DB:64843 PG:227
ZONING: C-2

N/F AMSDELL STORAGE VENTURES 76 LLC
DB:66710 PG:561
ZONING: AG-1

QUICKTRIP CORPORATION
DB:66690 PG:501
ZONING: C-2

TOP 967.57
INV 957.73

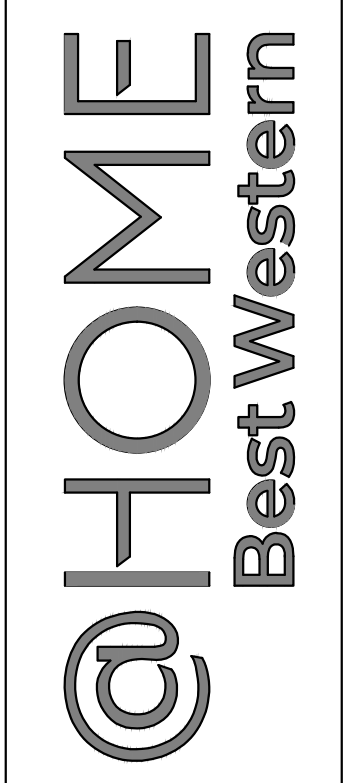
TOP 978.51
INV 968.22
INV 960.04

EX-SSMH
TOP 977.8
INV 972

DB:5
ZC

PERMIT SUBMITTAL	xx-xx-23
REVISIONS	DATE
FIELD SET FOR CONSTRUCTION	

FAIRBURN, GEORGIA



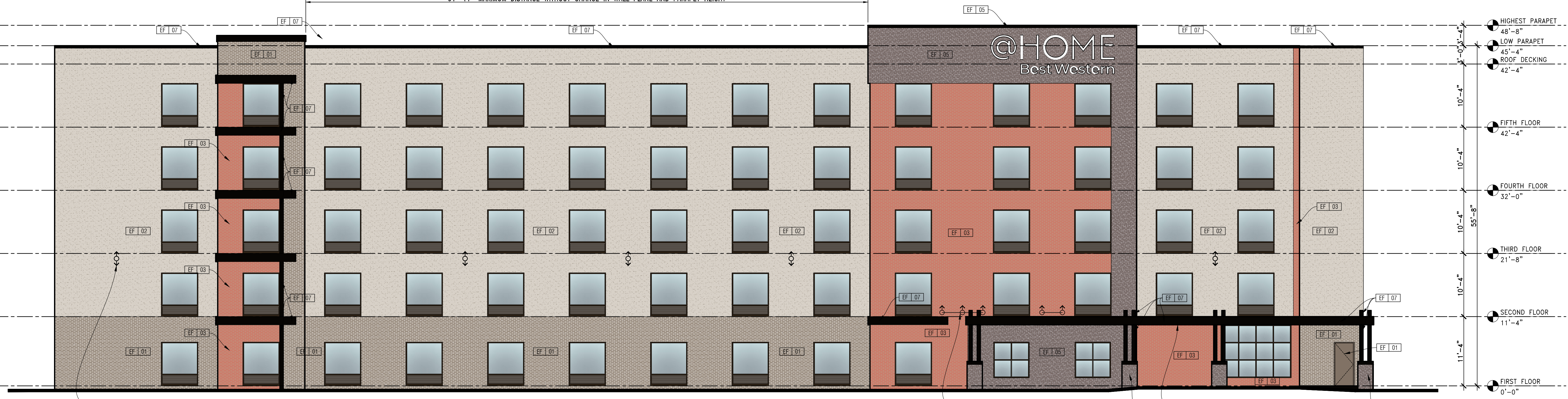
DANIEL LEMBERG - ARCHITECT
 3445 CONCORD CORNER
 CONYERS, GA 30013
 PHONE: 770-922-8322

DRAWN	DLL/TML/NC
DATE	xx-xx-23
JOB NO.	9021
SHEET	

A203

FOR COMMENT

91'-11" MAXIMUM DISTANCE WITHOUT CHANGE IN WALL PLANE AND PARAPET HEIGHT



TYPICAL:
 BRAND UPLIGHTS ON BUILDING AT 10'
 AFF OF 3RD FLOOR
 Fixture A:
 Type: 8" Architectural Tube Up/Down.
 MFG: WAC Lighting
 Model: DS-WD08-S30S-BK

TYPICAL:
 BRAND UPLIGHTS ON BUILDING AT 8'
 AFF OF 2ND FLOOR
 Fixture B:
 Type: Linear Wall Washer.
 MFG: Core Architectural Lighting
 Model: LW-MN-40-30K-40-ETB-24
 ADLV Asymmetric Louver Accessory

SEE A601 FOR LIGHT LOCATIONS UNDER CANOPY
 Fixture C:
 Type: 12" Ceiling Mount.
 MFG: WAC Lighting
 Model: FM-W2612-BK

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

NOTES

- COLORS ARE TO BE SELECTED BY OWNER AND SUBMITTED FOR APPROVAL. @HOME HAS SEVERAL PRE-APPROVED COLOR SCHEMES AVAILABLE.
- ALL COLOR CHANGES ARE TO OCCUR AT INSIDE CORNERS ONLY. NO EXCEPTIONS ALLOWED.
- NOTES ON THIS PLAN ARE TO BE CONSIDERED TYPICAL FOR ALL EXTERIOR ELEVATIONS.
- MECHANICAL LOUVERS ARE TO BE FINISHED/PAINTED TO MATCH THE MATERIALS THEY ARE MOUNTED IN.
- ALL EXPOSED CAULKING MUST MATCH THE COLOR OF THE MATERIALS TO WHICH THEY ARE ADHERED TO OR SEALING. IF TWO COLORS ARE JOINED, THE CAULKING WILL MATCH THE LARGER SECTION OF COLOR FIRST (SUCH AS EIFS), UNLESS THE LARGER SECTION COLOR HAS NATURAL VARIANCES (SUCH AS STONE AND BRICK). CUSTOM COLOR MATCHING WOULD TYPICALLY BE REQUIRED.
- ALL E.F.I.S. THICKNESS IS FROM THE SHEATHING OUT.
- ALL VERTICAL E.F.I.S. JOINTS TO BE 3/4" VEE CONTROL JOINTS.
- PROVIDE EXPANSION JOINTS AS NEEDED.
- EIFS MANUFACTURE HAS BEEN DEFINED TO PROVIDE A REFERENCE TO FINISH STYLE/TEXTURE DEFINED. ALTERNATE MANUFACTURER'S WILL BE ALLOWED.

EXTERIOR FINISH LEGEND

EF 01	COLUMBUS BRICK - PHENIX CITY, AL PLANT -SIZE: Queen Size -COLOR: Mosswood -MORTAR = SpecMix SM250 Antique White	
EF 02	COLUMBUS BRICK - PHENIX CITY, AL PLANT -SIZE: Queen Size -COLOR: Magnolia Bay -MORTAR = SpecMix SM250 Antique White	
EF 03	BRICK - AUGUSTA, GA PLANT -SIZE: Queen Size -COLOR: Canvas Classic -MORTAR = SpecMix SM620 Tangerine	
EF 04	GENERAL SHALE BRICK - AUGUSTA, GA PLANT -SIZE: Modular Size (C652) -COLOR: Stone Mountain -MORTAR = SpecMix SM600 Dark Brown	
EF 05	GENERAL SHALE BRICK - AUGUSTA, GA PLANT -SIZE: Modular Size (C652) -COLOR: Stone Mountain -MORTAR = SpecMix SM600 Dark Brown	
EF 06	WINDOW FRAMES, DOOR FRAMES -COLOR: Dark Bronze	
EF 07	METALS, ACCENTS -COLOR: Black	



TYPICAL:
 BRAND UPLIGHTS ON BUILDING AT 8'
 AFF OF 2ND FLOOR
 Fixture B:
 Type: Linear Wall Washer.
 MFG: Core Architectural Lighting
 Model: LW-MN-40-30K-40-ETB-24
 ADLV Asymmetric Louver Accessory

TYPICAL:
 BRAND UPLIGHTS ON BUILDING AT 10'
 BFF OF 3RD FLOOR
 Fixture A:
 Type: 8" Architectural Tube Up/Down.
 MFG: WAC Lighting
 Model: DS-WD08-S30S-BK

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

ALL DRAWINGS ARE THE INTELLECTUAL PROPERTY OF DANIEL L. LEMBERG

PERMIT SUBMITTAL	xx-xx-23
REVISIONS	DATE
FIELD SET FOR CONSTRUCTION	

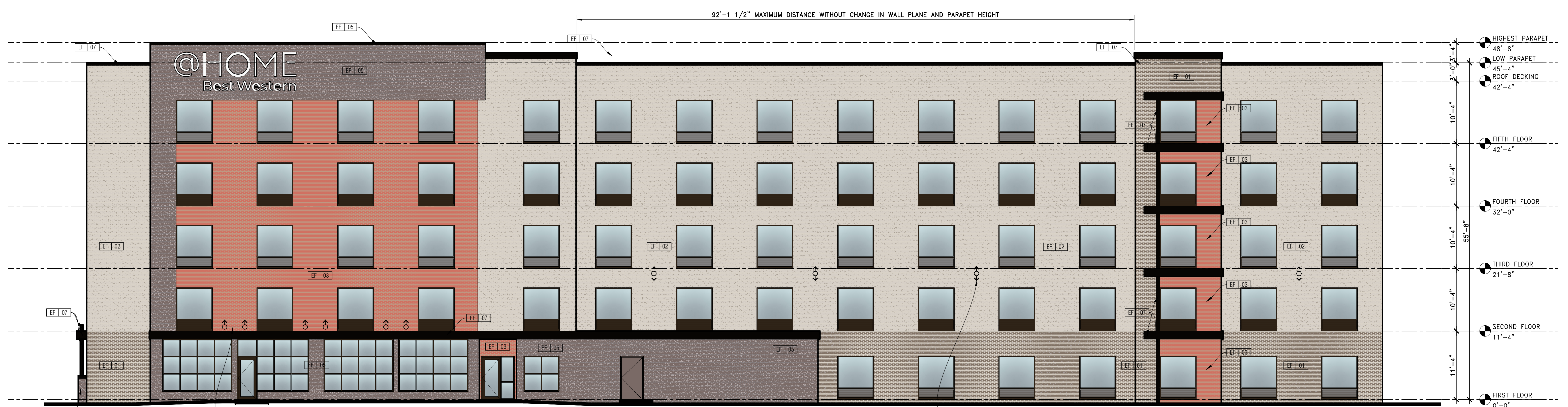
FAIRBURN, GEORGIA

@HOME
Best Western

DANIEL LEMBERG - ARCHITECT
3445 CONCORD CORNER
CONYERS, GA 30013
PHONE: 770-922-8322

DRAWN
DLL/TML/NC
DATE
xx-xx-23
JOB NO.
9021
SHEET

A204

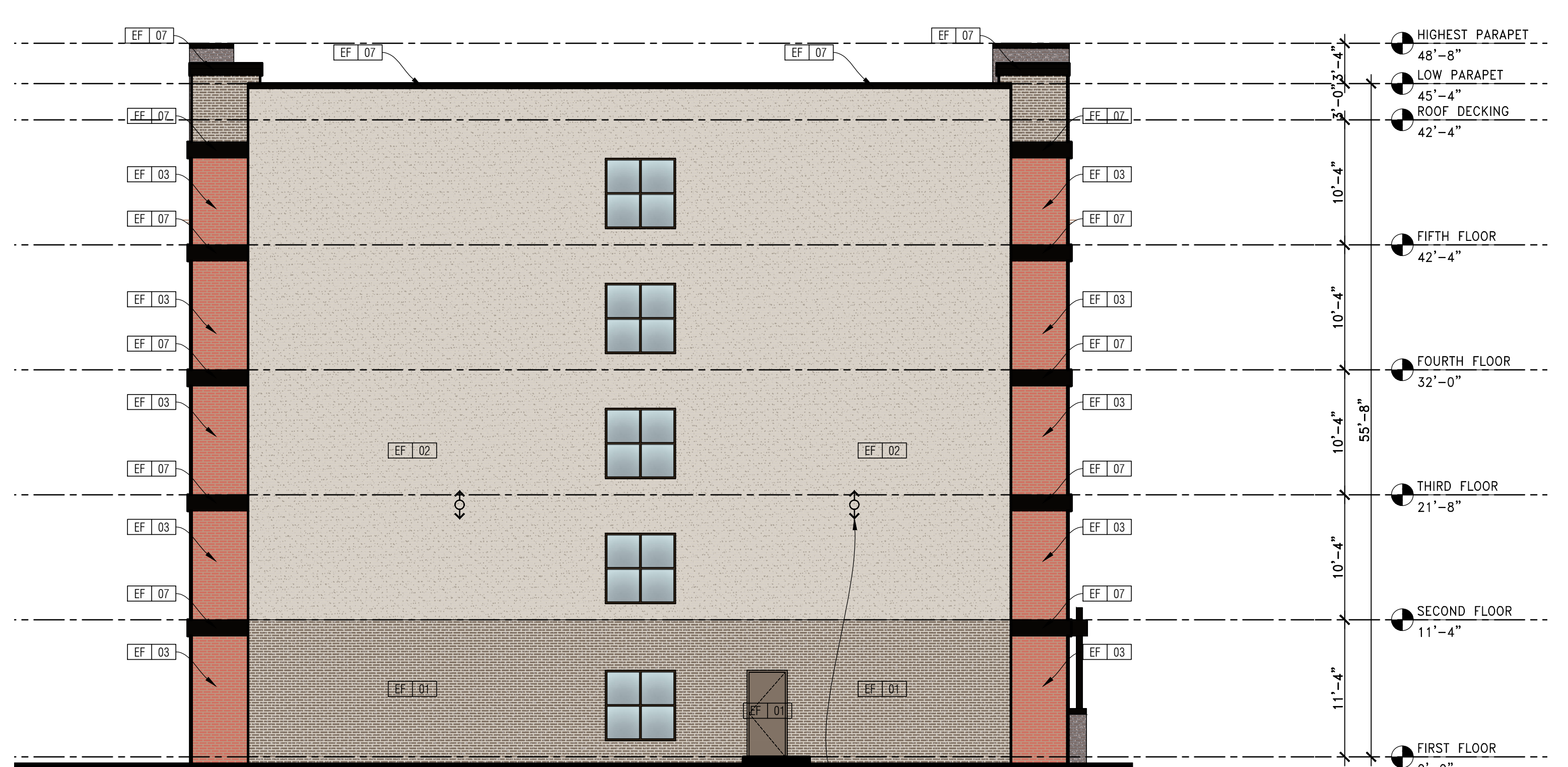


TYPICAL:
BRAND UPLIGHTS ON BUILDING AT 8'
AFF OF 2ND FLOOR
Fixture B:
Type: Linear Wall Washer,
MFG: Core Architectural Lighting
Model: LW-MN-40-30K-40-ETB-24
ADLV Asymmetric Louver Accessory

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

TYPICAL:
BRAND UPLIGHTS ON BUILDING AT 10'
BFF OF 3RD FLOOR
Fixture A:
Type: 8" Architectural Tube Up/Down,
MFG: WAC Lighting
Model: DS-WD08-S30S-BK

NOTES	EXTERIOR FINISH LEGEND
1. COLORS ARE TO BE SELECTED BY OWNER AND SUBMITTED FOR APPROVAL. @ HOME HAS SEVERAL PRE-APPROVED COLOR SCHEMES AVAILABLE.	EF 01 COLUMBUS BRICK - PHENIX CITY, AL PLANT -SIZE: Queen Size -COLOR: Mosswood -MORTAR = SpecMix SM250 Antique White
2. ALL COLOR CHANGES ARE TO OCCUR AT INSIDE CORNERS ONLY. NO EXCEPTIONS ALLOWED.	EF 02 COLUMBUS BRICK - PHENIX CITY, AL PLANT -SIZE: Queen Size -COLOR: Magnolia Bay -MORTAR = SpecMix SM250 Antique White
3. NOTES ON THIS PLAN ARE TO BE CONSIDERED TYPICAL FOR ALL EXTERIOR ELEVATIONS.	EF 03 BRICK - AUGUSTA, GA PLANT -SIZE: Queen Size -COLOR: Canvas Classic -MORTAR = SpecMix SM620 Tangerine
4. MECHANICAL LOUVERS ARE TO BE FINISHED/PAINTED TO MATCH THE MATERIALS THEY ARE MOUNTED IN.	EF 04 GENERAL SHALE BRICK - AUGUSTA, GA PLANT -SIZE: Modular Size (C652) -COLOR: Stone Mountain -MORTAR = SpecMix SM600 Dark Brown
5. ALL EXPOSED CAULKING MUST MATCH THE COLOR OF THE MATERIALS TO WHICH THEY ARE ADHERED TO OR SEALING. IF TWO COLORS ARE JOINED, THE CAULKING WILL MATCH THE LARGER SECTION OF COLOR FIRST (SUCH AS EIFS), UNLESS THE LARGER SECTION COLOR HAS NATURAL VARIANCES (SUCH AS STONE AND BRICK). CUSTOM COLOR MATCHING WOULD TYPICALLY BE REQUIRED.	EF 05 GENERAL SHALE BRICK - AUGUSTA, GA PLANT -SIZE: Modular Size (C652) -COLOR: Stone Mountain -MORTAR = SpecMix SM600 Dark Brown
6. ALL E.F.I.S. THICKNESS IS FROM THE SHEATHING OUT.	EF 06 WINDOW FRAMES, DOOR FRAMES -COLOR: Dark Bronze
7. ALL VERTICAL E.F.I.S. JOINTS TO BE 3/4" VEE CONTROL JOINTS.	EF 07 METALS, ACCENTS -COLOR: Black
8. PROVIDE EXPANSION JOINTS AS NEEDED.	
9. EIFS MANUFACTURE HAS BEEN DEFINED TO PROVIDE A REFERENCE TO FINISH STYLE/TEXTURE DEFINED. ALTERNATE MANUFACTURER'S WILL BE ALLOWED.	



TYPICAL:
BRAND UPLIGHTS ON BUILDING AT 10'
BFF OF 3RD FLOOR
Fixture A:
Type: 8" Architectural Tube Up/Down,
MFG: WAC Lighting
Model: DS-WD08-S30S-BK

2 BACK ELEVATION
SCALE: 1/8" = 1'-0"

ALL DRAWINGS ARE THE INTELLECTUAL PROPERTY OF DANIEL L. LEMBERG

FOR COMMENT

Tract#1

Part of Parcel id#09F070000270973

Written Description

All that tract or parcel of land lying and being in Land Lot 27 of the 9F District in the City of Fairburn, Fulton County, Georgia and being more particularly described as follows:

Commencing at the existing intersection of the Westerly R/W of Ga.SR74 and the Southerly R/W of Oakley Industrial Blvd., Thence Southerly along the existing R/W of Ga.Sr.74 a distance of 1,481.93' to a (PKF)PK nail), (P.B.360, pg.93); Thence

N 89°55'33" W a distance of 320.14' to (PKF) PK nail, this point being **THE POINT OF BEGINNING (P.O.B.)**.

FROM THE POINT OF BEGINNING (P.O.B.)

Thence N 89°53'59"W a distance of 66.90' to an (IPF) ½" rebar; Thence S 00°55'05" W a distance of 15.50' to an (IPS) 1/2" rebar with cap set; Thence N 89°59'44" W a distance of 58.27' to a (IPS) ½" rebar with cap set; Thence N 77°15'41"W a distance of 256.06' to an (IPS) ½" rebar with cap set; Thence N 88°59'32" W a distance of 32.96' to an (IPS) 1/2" rebar with cap set; Thence N 00°03'54" E a distance of 197.79' to a (IPF) ½" rebar; Thence S 89°03'51"E a distance of 408.41' to a (PKF) PK nail; Thence

S 00°06'32" W a distance of 232.79' to a (PKF)PK nail, this point being **THE POINT OF BEGINNING (P.O.B.)**.

Said property contains 2.13 acres.

Also granted all easements recorded or unrecorded.

ROSENBERG
COUNTY & MARIAGE
SO. COURT SQUARE
JUN, GA 30201
GEORGIA, FULTON COUNTY
FILED AND RECORDED
EXECUTORS DEED
1998 MAY -1 AN 9 57
JUANITA HICKS
CLERK, SUPERIOR COURT

STATE OF GEORGIA
COUNTY OF FULTON

THIS INDENTURE, made this 28th day of April, 1998, between STEVE KIDD, as Executor under the Last Will and Testament of Rebie Lambert, a/k/a Rebie H. Kidd Lambert, f/k/a Rebie H. Kidd, late of Coweta County, Georgia, deceased of the first part, hereinafter called Grantor and Merchant Centers, LLC, of Coweta County, Georgia, of the second part, hereinafter called Grantee.

WITNESSETH: That the said party of the first part, for and in consideration of the sum of other good and valuable considerations and the sum of Ten (\$10.00) Dollars, in hand paid, at and before the sealing and delivery of these presents, the receipt whereof is hereby acknowledged, has granted, bargained, sold and conveyed and by these presents does grant, bargain, sell and convey unto the said property of the second part, its successors and assigns, the following property, to-wit:

All that tract or parcel of land situate, lying and being in Land Lot 27 of the Ninth Land District of originally Fayette, then Campbell, now Fulton County, Georgia, containing 7.399 acres and being more particularly described as follows:

TO ASCERTAIN THE POINT OF BEGINNING, start at the Northwest corner of Land Lot 27 of the Ninth Land District, Fulton County, Georgia, and from said point run thence in a Southerly direction along the West land lot line of said Land Lot 27 of the Ninth Land District, Fulton County, Georgia, 2,222.65 feet to a point; thence run North 89 degrees 03' 26" East 1,418.27 feet to an iron pin found, said iron pin found being the point of beginning of the hereinafter described property.

FROM SAID BEGINNING POINT run thence North 01 degree 51' 10" West 490.88 feet to an iron pin set; thence run North 89 degrees 03' 26" East 728.56 feet to an iron pin set located on the West right of way of State Highway 74; thence run along the West right of way of State Highway 74 South 01 degree 51' 10" East 303 feet to a concrete monument found; thence run South 88 degrees 27' 47" West 187.45 feet to an iron rod found; thence run South 00 degrees 58' 35" East 185.91 feet to an iron rod found; thence run South 89 degrees 03' 26" West 538.23 feet to an iron pin found at the point of beginning.

This deed is executed pursuant to the power and authority vested in party of the first part by the Last Will and Testament of Rebie Lambert, a/k/a Rebie H. Kidd Lambert, f/k/a Rebie H. Kidd, deceased, which will has been duly probated in solemn form in the Probate Court of Fulton County, Georgia and is for the purpose of payment of debts and distribution.

TO HAVE AND TO HOLD the said bargained premises, together with all and singular the rights, members and appurtenances thereof, to the same being, belonging or in anywise appertaining, to the only proper use, benefit and behoof of Merchant Centers, LLC, the said party of the second part, its successors and assigns, forever, in fee simple, in as full and ample manner as the above-described property was possessed and enjoyed by the said Rebie Lambert, a/k/a Rebie H. Kidd Lambert, f/k/a Rebie H. Kidd, deceased in her lifetime.

Fulton County, Georgia
Real Estate Transfer Tax
Paid \$ 150.00
Date 5-1-98
JUANITA HICKS
Clerk, Superior Court
By: E. Howard
Deputy Clerk

BOOK 24326M253

24326
0254

ROSENZWEIG
JONES & McVASS
P.O. BOX 228-C2 SO. COURT SQUARE
NEWYAN, GA 30284

IN WITNESS WHEREOF, the said party of the first part has hereunto set his hand and affixed his seal the day and year first above written.

Signed, sealed and delivered in our presence this 28th day of April, 1988

Witness

Steve Kidd (SEAL)
STEVE KIDD, as Executor under the Last Will and Testament of Rebie Lambert, a/k/a Rebie H. Kidd Lambert, f/k/a Rebie H. Kidd

Notary Public, State of Georgia
My Commission Expires: 4/1/77

397875.001



4
NOX 24326PG254

Deed Book 36501 Pg 44
Filed and Recorded Nov-17-2003 11:16am
2003-0393523
Real Estate Transfer Tax \$368.00
Juanita Hicks
Clerk of Superior Court
Fulton County, Georgia

Return Recorded Document to:
Bischoff and White, P.C.
116 Peachtree Court
Fayetteville, GA 30215

**LIMITED
WARRANTY DEED**

STATE OF GEORGIA

COUNTY OF FAYETTE

FILE #: 03RE-079

THIS INDENTURE made this 21st day of August, 2003, between Merchant Centers, LLC of the County of Fulton, and State of Georgia, as party or parties of the first part, hereinafter called Grantor, and Tango Whiskey, LLC as party or parties of the second part, hereinafter called Grantee (the words "Grantor" and "Grantee" to include their respective heirs, successors and assigns where the context requires or permits).

WITNESSETH that: Grantor, for and in consideration of the sum of TEN AND NO/100 DOLLARS (\$10.00) and other good and valuable considerations in hand paid, at and before the sealing and delivery of these presents, the receipt whereof is hereby acknowledged, has granted, bargained, sold, aliened, conveyed and confirmed, and by these presents does grant, bargain, sell, alien, convey and confirm unto the said Grantee.

A one-half undivided interest in and to the real property shown on Exhibit "A" attached hereto and incorporated herein by this reference.

See Exhibits "A" and "B" attached hereto and incorporated herein.

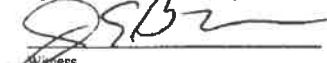
This Deed is given subject to all easements and restrictions of record.

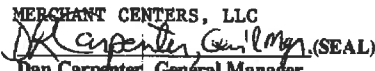
TO HAVE AND TO HOLD the said tract or parcel of land, together with all and singular the rights, members and appurtenances thereof, to the same being, belonging or in anywise appertaining, to the only proper use, benefit and behoof of the said Grantee, forever in FEE SIMPLE.

AND THE SAID Grantor will warrant and forever defend the right and title to the above described property unto the said Grantee against the claims of all persons by, through and under the above named grantor.

IN WITNESS WHEREOF, Grantor has hereunto set grantor's hand and seal this day and year first above written.

Signed, sealed and delivered in presence of:


Witness

MERCHANT CENTERS, LLC
 (SEAL)
Dan Carpenter, General Manager

(SEAL)

(SEAL)

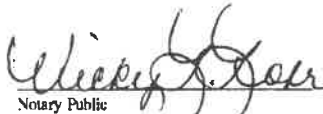

Notary Public



EXHIBIT "A" LEGAL DESCRIPTION

All that tract or parcel of land situate, lying and being in Land Lot 27 of the Ninth Land District of originally Fayette, then Campbell, now Fulton County, Georgia, containing 7.399 acres and being more particularly described as follows:

TO ASCERTAIN THE POINT OF BEGINNING, start at the Northwest corner of Land Lot 27 of the Ninth Land District, Fulton County, Georgia and run thence in a Southerly direction along the West Land Lot Line of said Land Lot 27, a distance of 2,222.65 feet to a point; thence run North 89 degrees 03' 26" East a distance of 1,418.27 feet to an iron pin found, said iron pin found being the point of beginning of the hereinafter described property.

FROM SAID POINT OF BEGINNING run thence North 01 degrees 51' 10" West a distance of 490.88 feet to an iron pin set; thence North 89 degrees 03' 26" East a distance of 728.56 feet to an iron pin set located on the West right of way of State Highway 74; thence run along the West right of way of State Highway 74 South 01 degrees 51' 10" East a distance of 303 feet to a concrete monument found; thence run South 88 degrees 27' 47" West a distance of 187.45 feet to an iron rod found; thence run South 00 degrees 58' 35" East a distance of 185.91 feet to an iron rod found; thence run South 89 degrees 03' 26" West a distance of 538.23 feet to an iron pin found at the Point Of Beginning.

EXHIBIT "B" EXCEPTIONS

1. Taxes for 2003 are liens but not yet due and payable and any additional taxes which may result from a reassessment of caption property.
2. Condemnation by Fulton County, Case # C12101, Fulton County Superior Court, dated 10/31/75, recorded in deed Book 6526 pages 361-362, Fulton County Records.
3. Right of Way Deed to Fulton County, dated 6/24/86 recorded in Deed Book 10222 pages 403-406, aforesaid records.
4. The plat of survey for MERCHANT CENTERS, LLC, by John R. Christopher, RLS #1766 dated 3/31/98 shows a power line and poles located across northern property line.
5. The following as shown on plat of survey for Apartment Properties LLC by John R. Christopher, RLS #1766 dated 8/27/97:
 - (a) The center thread of Trickum Creek and center line of a 20' sanitary sewer line with manholes crossing the central portion of caption property;
 - (b) Rights of others in and to the waters of the pond extending across the southeast corner of caption property;
 - (c) Power lines and poles across caption property, near eastern property line.

24326
0255

RECORDED
JONES & MANNING
P.O. BOX 23002 SO. COURT SQUARE
ATLANTA, GA 30324
EXECUTORS DEED AND RECORDED

1998 MAY -1 AM 9:57

STATE OF GEORGIA
COUNTY OF FULTON

JUANITA HICKS
CLERK, SUPERIOR COURT

THIS INDENTURE, made this 28th day of April, 1998, between STEVE KIDD, as Executor under the Last Will and Testament of Rebie Lambert, a/k/a Rebie H. Kidd Lambert, f/k/a Rebie H. Kidd, late of Coweta County, Georgia, deceased of the first part, hereinafter called Grantor and Equity Retail, LLC, of Coweta County, Georgia, of the second part, hereinafter called Grantee.

WITNESSETH: That the said party of the first part, for and in consideration of the sum of other good and valuable considerations and the sum of Ten (\$10.00) Dollars, in hand paid, at and before the sealing and delivery of these presents, the receipt whereof is hereby acknowledged, has granted, bargained, sold and conveyed and by these presents does grant, bargain, sell and convey unto the said property of the second part, its successors and assigns, the following property, to-wit:

All that tract or parcel of land situate, lying and being in Land Lot 27 of the Ninth Land District of originally Fayette, then Campbell, now Fulton County, Georgia, containing 5.150 acres and being more particularly described as follows:

TO ASCERTAIN THE POINT OF BEGINNING, start at the Northwest corner of Land Lot 27 of the Ninth Land District, Fulton County, Georgia and run thence in a Southerly direction along the West land lot line of said Land Lot 27 2,222.65 feet to a point; thence run North 89 degrees 03' 26" East 1,418.27 feet to a point; thence run North 01 degree 51' 10" West 490.88 feet to an iron pin set, said iron pin set being the point of beginning of the hereinafter described property.

FROM SAID BEGINNING POINT run thence North 01 degree 51' 10" West 157.39 feet to an iron pin found; thence run North 48 degrees 57' 08" East 100.10 feet to an iron pin found; thence run North 39 degrees 19' 49" East 53.91 feet to an iron pin found; thence run North 34 degrees 24' 59" East 36.04 feet to an iron pin found; thence run North 34 degrees 41' 59" East 36.20 feet to an iron pin found; thence run North 31 degrees 22' 15" East 10.77 feet to an iron pin found; thence run North 89 degrees 03' 26" East 566.74 feet to an iron pin found located on the West right of way of State Highway 74; thence run along said right of way South 01 degree 51' 10" East 327.56 feet to an iron pin set; thence run South 89 degrees 03' 26" West 728.56 feet to an iron pin set and the point of beginning.

State of Georgia
Fulton County, Georgia
Estate Transfer Tax
\$ 150.00
5-1-98
JUANITA HICKS
Clerk, Superior Court
By: E. Howard
Deputy Clerk

This deed is executed pursuant to the power and authority vested in party of the first part by the Last Will and Testament of Rebie Lambert, a/k/a Rebie H. Kidd Lambert, f/k/a Rebie H. Kidd, deceased, which will has been duly probated in solemn form in the Probate Court of Fulton County, Georgia and is for the purpose of payment of debts and distribution.

TO HAVE AND TO HOLD the said bargained premises, together with all and singular the rights, members and appurtenances thereof, to the same being, belonging or in anywise appertaining, to the only proper use, benefit and behoof of Equity Retail, LLC, the said party of the second part, its successors and assigns, forever, in fee simple, in as full and ample manner as the above-described property was possessed and enjoyed by the said Rebie Lambert, a/k/a Rebie H. Kidd Lambert, f/k/a Rebie H. Kidd, deceased in her lifetime.

BOOK 24326 PAGE 255

JK

24326
0256

ROSPROW
JONES & MANASS
P.O. BOX 223-02 60. COURT SQUARE
NEWNAN, GA 31765

IN WITNESS WHEREOF, the said party of the first part has
hersunto set his hand and affixed his seal the day and year first
above written.

Signed, sealed and delivered
in our presence this 28th day of
April, 1998

[Signature]
Witness

[Signature] (SEAL)
STEVE KIDD, as Executor under the
Last Will and Testament of Rebie
Lambert, a/k/a Rebie H. Kidd Lambert,
f/k/a Rebie H. Kidd

[Signature]
Notary Public, State of Georgia
My Commission Expires: 11/1/99



BOOK 24326 PG 256

Deed Book 35987 Pg 84
Filed and Recorded Sep-16-2003 10:11am
2003-0316277
Real Estate Transfer Tax \$256.30
Juanita Hicks
Clerk of Superior Court
Fulton County, Georgia

Return Recorded Document to:
Bischoff and White, P.C.
116 Peachtree Court
Fayetteville, GA 30215

**LIMITED
WARRANTY DEED**

STATE OF GEORGIA

COUNTY OF FAYETTE

FILE #: 03RE079A

THIS INDENTURE made this 21st day of August, 2003, between Equity Retail, LLC of the County of Fulton, and State of Georgia, as party or parties of the first part, hereinafter called Grantor, and Tango Whiskey, LLC as party or parties of the second part, hereinafter called Grantee (the words "Grantor" and "Grantee" to include their respective heirs, successors and assigns where the context requires or permits).

WITNESSETH that: Grantor, for and in consideration of the sum of TEN AND NO/100 DOLLARS (\$10.00) and other good and valuable considerations in hand paid, at and before the sealing and delivery of these presents, the receipt whereof is hereby acknowledged, has granted, bargained, sold, aliened, conveyed and confirmed, and by these presents does grant, bargain, sell, alien, convey and confirm unto the said Grantee.

A one-half undivided interest in and to the real property shown on Exhibit "A" attached hereto and incorporated herein by this reference.

See Exhibits "A" and "B" attached hereto and incorporated herein.

This Deed is given subject to all easements and restrictions of record.

TO HAVE AND TO HOLD the said tract or parcel of land, together with all and singular the rights, members and appurtenances thereof, to the same being, belonging or in anywise appertaining, to the only proper use, benefit and behoof of the said Grantee, forever in FEE SIMPLE.

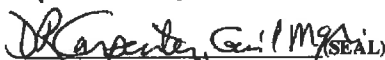
AND THE SAID Grantor will warrant and forever defend the right and title to the above described property unto the said Grantee against the claims of all persons by, through and under the above named grantor.

IN WITNESS WHEREOF, Grantor has hereunto set grantor's hand and seal this day and year first above written.

Signed, sealed and delivered in presence of:


Witness

EQUITY RETAIL, LLC

 (SEAL)
Dan Carpenter, General Manager

_____ (SEAL)

_____ (SEAL)

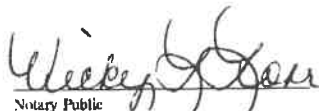

Notary Public





EXHIBIT "A"

All that tract or parcel of land situate, lying and being in Land Lot 27 of the Ninth Land District of originally Fayette, then Campbell, now Fulton County, Georgia, containing 5.150 acres and being more particularly described as follows:

TO ASCERTAIN THE POINT OF BEGINNING, start at the Northwest corner of Land Lot 27 of the Ninth Land District, Fulton County, Georgia and run thence in a Southerly direction along the West Land Lot Line of said Land Lot 27, a distance of 2,222.65 feet to a point; thence run North 89 degrees 03' 26" East a distance of 1,418.27 feet to a point; thence run North 01 degrees 51' 10" West a distance of 490.88 feet to an iron pin set, said iron pin set being the point of beginning of the hereinafter described property.

FROM SAID POINT OF BEGINNING run thence North 01 degrees 51' 10" West a distance of 157.39 feet to an iron pin found; thence run North 48 degrees 57' 08" East a distance of 100.10 feet to an iron pin found; thence run North 39 degrees 19' 49" East a distance of 53.91 feet to an iron pin found; thence run North 34 degrees 24' 59" East a distance of 36.04 feet to an iron pin found; thence run North 34 degrees 41' 59" East a distance of 36.20 feet to an iron pin found; thence run North 31 degrees 22' 15" East a distance of 10.77 feet to an iron pin found; thence run North 89 degrees 23' 53" East a distance of 566.74 feet to an iron pin found located on the West right of way of State Highway 74; thence run along said right of way South 01 degrees 51' 10" East a distance of 327.56 feet to an iron pin set; thence run South 89 degrees 03' 26" west a distance of 728.56 feet to an iron pin set and the POINT OF BEGINNING.

EXHIBIT "B" EXCEPTIONS

1. Zoning ordinances affecting the Property
2. General utility, sewer and drainage easements of record upon which any buildings on the Property do not encroach.
3. Subdivision restrictions of record.
4. Current city, state and county ad valorem property and sanitary taxes not yet due and payable
5. Leases, and other easements, restrictions and encumbrances specified below:
 - A. Taxes for 2003 are liens but not yet due and payable and any additional taxes which may result from a reassessment of caption property.
 - B. Condemnation by Fulton County, Case # C12101, Fulton County Superior Court, dated 10/31/75, recorded in deed Book 6526 pages 361-362, Fulton County Records.
 - C. Right of Way Deed to Fulton County, dated 6/24/86 recorded in Deed Book 10222 pages 403-406, aforesaid records.
 - D. Plat of survey for EQUITY RETAIL, LLC, by John R. Christopher, RLS #1766 dated 3/31/98 shows a power line and poles located across the east and south lines of caption property.

Deed Book 49979 Pg 495
Filed and Recorded Apr-11-2011 03:21pm
2011-0103807
Real Estate Transfer Tax \$0.00
Cathelene Robinson
Clerk of Superior Court
Fulton County, Georgia

Record and Return to:
GARY G. LAWSON, P.C.
100 GLENDALE CIRCLE COURT, SUITE A
TYRONE, GEORGIA 30290
11-LAW-0243

WARRANTY DEED

STATE OF GEORGIA
COUNTY OF FAYETTE

CROSS REFERENCE
LN Book 2969 Page 280

THIS INDENTURE, Made the 6th day of April 2011, between

Guthrie Ravin Construction, LLC,
As Successor by Name Change to Tango Whiskey, LLC
A Georgia Limited Liability Company

, as party or parties of the first part, hereinafter called Grantor, and

Guthrie Ravin Development, LLC,
A Georgia Limited Liability Company

as party or parties of the second part, hereinafter called Grantee (the words "Grantor" and "Grantee" to include their respective heirs, successors and assigns where the context requires or permits).

WITNESSETH that: Grantor for and in consideration of the sum of TEN AND 00/100 (\$10.00) DOLLARS in hand paid at and before the sealing and delivery of these presents, the receipt whereof is hereby acknowledged, has granted, bargained, sold, aliened, conveyed and confirmed, and by these presents does grant, bargain, sell, alien, convey and confirm unto the said Grantee,

SEE ATTACHED EXHIBIT "A"

SUBJECT TO SECURITY DEED IN FAVOR OF BANK OF GEORGIA RECORDED IN DEED BOOK 36501 PAGE 49 OF THE FULTON COUNTY RECORDS IN THE ORIGINAL PRINCIPAL AMOUNT OF \$625,000.00

SUBJECT to restrictive covenants and general easements of record.

TO HAVE AND TO HOLD the said tract or parcel of land, with all and singular the rights, members and appurtenances thereof, to the same being, belonging, or in anywise appertaining, to the only proper use, benefit and behoof of the said Grantee forever in FEE SIMPLE.

AND THE SAID Grantor will warrant and forever defend the right and title to the above described property unto the said Grantee against the claims of all persons whomsoever.

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

Signed, sealed and delivered in presence of:

Guthrie Ravin Construction, LLC

Jeff J. Ball
Unofficial Witness

By: *[Signature]*
V. MICHAEL ROSSETTI, Member

Deirdra Thomas
Notary Public

By: *[Signature]*
Jeffery V. Curtis, Member



By: *[Signature]*
Howard W. Guthrie, Member

Exhibit "A"

ALL THAT TRACT OR PARCEL OF LAND SITUATE, LYING AND BEING IN LAND LOT 27 OF THE NINTH LAND DISTRICT OF ORIGINALLY FAYETTE, THEN CAMPBELL, NOW FULTON COUNTY, GEORGIA, CONTAINING 5.150 ACRES AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

TO ASCERTAIN THE POINT OF BEGINNING, START AT THE NORTHWEST CORNER OF LAND LOT 27 OF THE NINTH LAND DISTRICT, FULTON COUNTY, GEORGIA AND RUN THENCE IN A SOUTHERLY DIRECTION ALONG THE WEST LAND LOT LINE OF SAID LAND LOT 27, A DISTANCE OF 2,222.65 FEET TO A POINT; THENCE RUN NORTH 89 DEGREES 03 MINUTES 26 SECONDS EAST A DISTANCE OF 1,418.27 FEET TO A POINT; THENCE RUN NORTH 01 DEGREES 51 MINUTES 10 SECONDS WEST A DISTANCE OF 490.88 FEET TO AN IRON PIN SET, SAID IRON PIN SET BEING THE POINT OF BEGINNING OF THE HEREINAFTER DESCRIBED PROPERTY.

FROM SAID POINT OF BEGINNING RUN THENCE NORTH 01 DEGREES 51 MINUTES 10 SECONDS WEST A DISTANCE OF 157.39 FEET TO AN IRON PIN FOUND; THENCE RUN NORTH 48 DEGREES 57 MINUTES 08 SECONDS EAST A DISTANCE OF 100.10 FEET TO AN IRON PIN FOUND; THENCE RUN NORTH 39 DEGREES 19 MINUTES 49 SECONDS EAST A DISTANCE OF 53.91 FEET TO AN IRON PIN FOUND; THENCE RUN NORTH 34 DEGREES 24 MINUTES 59 SECONDS EAST A DISTANCE OF 36.04 FEET TO AN IRON PIN FOUND; THENCE RUN NORTH 34 DEGREES 41 MINUTES 59 SECONDS EAST A DISTANCE OF 36.20 FEET TO AN IRON PIN FOUND; THENCE RUN NORTH 89 DEGREES 23 MINUTES 53 SECONDS EAST A DISTANCE OF 566.74 FEET TO AN IRON PIN FOUND LOCATED ON THE WEST RIGHT OF WAY OF STATE HIGHWAY 74; THENCE RUN ALONG SAID RIGHT OF WAY SOUTH 01 DEGREES 51 MINUTES 10 SECONDS EAST A DISTANCE OF 327.56 FEET TO AN IRON PIN SET; THENCE SOUTH 89 DEGREES 03 MINUTES 26 SECONDS WEST A DISTANCE OF 728.56 FEET TO AN IRON PIN SET AND THE POINT OF BEGINNING.

AND ALSO:

ALL THAT TRACT OR PARCEL OF LAND SITUATE LYING AND BEING IN LAND LOT 27 OF THE NINTH LAND DISTRICT OF ORIGINALLY FAYETTE, THEN CAMPBELL, NOW FULTON COUNTY, GEORGIA, CONTAINING 7.399 ACRES AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

TO ASCERTAIN THE POINT OF BEGINNING, START AT THE NORTHWEST CORNER OF LAND LOT 27 OF THE NINTH LAND DISTRICT, FULTON COUNTY, GEORGIA AND RUN THENCE IN A SOUTHERLY DIRECTION ALONG THE WEST LAND LOT LINE OF THE SAID LAND LOT 27, A DISTANCE OF 2,222.65 FEET TO A POINT; THENCE RUN NORTH 89 DEGREES 03 MINUTES 26 SECONDS EAST A DISTANCE OF 1,418.27 FEET TO AN IRON PIN FOUND; SAID IRON PIN FOUND BEGINNING THE POINT OF BEGINNING OF THE HEREINAFTER DESCRIBED PROPERTY.

FROM SAID POINT OF BEGINNING RUN THENCE NORTH 01 DEGREES 51 MINUTES 10 SECONDS WEST A DISTANCE OF 490.88 FEET TO AN IRON PIN SET; THENCE NORTH 89 DEGREES 03 MINUTES 26 SECONDS EAST A DISTANCE OF 728.56 FEET TO AN IRON PIN SET LOCATED ON THE WEST RIGHT OF WAY OF STATE HIGHWAY 74; THENCE RUN ALONG THE WEST RIGHT OF WAY OF STATE HIGHWAY 74 SOUTH 01 DEGREES 51 MINUTES 10 SECONDS EAST A DISTANCE OF 303 FEET TO A CONCRETE MONUMENT FOUND; THENCE RUN SOUTH 88 DEGREES 27 MINUTES 47 SECONDS WEST A DISTANCE OF 187.45 FEET TO AN IRON ROD FOUND; THENCE RUN SOUTH 00 DEGREES 58 MINUTES 35 SECONDS EAST A DISTANCE OF 185.91 FEET TO AN IRON ROD FOUND; THENCE RUN SOUTH 89 DEGREES 01 MINUTES 26 SECONDS WEST A DISTANCE OF 538.23 FEET TO AN IRON PIN FOUND AT THE POINT OF BEGINNING.

LESS AND EXCEPT THE FOLLOWING TRACT WHICH WAS CONVEYED TO JDH GROUP, INC AT DEED BOOK 48087 PAGE 86 FULTON COUNTY SUPERIOR COURT CLERKS OFFICE.

All that tract or parcel of land lying and being situated in Land Lot 27, 9th Land District, Fulton County, Georgia and being more particularly described as follows:

Commencing at the northwest land lot corner of land lot 27 and continuing in a southerly direction along the westerly land lot line of land lot 27 for a distance of 1463.77 feet to an iron pin; said iron pin along with the following commencement line being shown on that certain survey prepared by Jeffrey C. Christopher, RLS #1766 for Apartment Properties, LLC dated August 27, 1997; Thence North 01 degrees 51 minutes 13 seconds East for a distance of 1387.69 feet to a monument located at the center of an old road bed; Thence continuing along the center of the old road bed North 48 degrees 57 minutes 08 seconds East for a distance of 37.19 feet to a point; Thence North 39 degrees 19 minutes 49 seconds East for a distance of 41.20 feet to a point; Thence North 34 degrees 24 minutes 59 seconds East for a distance of 32.00 feet to a point; Thence North 34 degrees 41 minutes 59 seconds East for a distance of 33.54 feet to a point; Thence North 31 degrees 22 minutes 15 seconds East for a distance of 38.98 feet to a point; Thence North 25 degrees 33 minutes 28 seconds East for a distance of 23.01 feet to a point; Thence leaving the center of the old road bed North 89 degrees 23 minutes 53 seconds East for a distance of 622.77 feet to a point located on the westerly right of way for State Highway 74; Thence along the westerly right of way for State Highway 74 South 01 degrees 51 minutes 10 seconds East for a distance of 100.02 feet to a point, said point also being the southerly property corner of the 100 foot wide access for adjacent property; Thence continuing along the westerly right of way for State Highway 74 South 01 degrees 51 minutes 10 seconds East for a distance of 184.59 feet to the POINT OF BEGINNING;

Thence continuing along the westerly right of way for State Highway 74 South 01 degrees 51 minutes 10 seconds East for a distance of 275.00 feet to a point; Thence leaving the right of way for State Highway 74 South 88 degrees 08 minutes 50 seconds West for a distance of 260.00 feet to a point; Thence North 01 degrees 51 minutes 10 seconds West for a distance of 275.00 feet to a point; Thence North 88 degrees 08 minutes 50 seconds East for a distance of 260.00 feet to a point, said point also being the TRUE POINT OF BEGINNING of the property being part of Tract 1 shown on that certain survey prepared by David W. Guthrie, Inc. for Howard W. Guthrie dated April 13, 1990, and also being shown on a 2009 exhibit drawing prepared by Conceptual Design Engineering, Inc. for David Guthrie dated April 24, 2009.

Together with and subject to covenants, easements and restrictions of record Said property contains 71,500 square feet or 1.64 acres more or less.

*sometimes referred to as District 9-F



ATLANTA COMMERCIAL BOARD OF REALTORS®, INC.

Land Sales Agreement



THIS LAND SALES AGREEMENT (hereinafter referred to as the "Agreement") is made and entered into as of the Acceptance Date (as defined herein) by and between MERCHANT CENTERS LLC and GUTHRIE RAVIN DEVELOPMENT LLC (collectively, "Seller") and APSILOH HOTELS LLC or its assigns pursuant to Section 12 hereof, ("Purchaser").

WITNESSETH:

WHEREAS, Seller desires to sell to Purchaser and Purchaser desires to purchase from Seller certain real property in accordance with the terms and conditions hereinafter provided.

NOW, THEREFORE, for and in consideration of the sum of Ten and No/100 Dollars (\$10.00), in hand paid, the premises and other good and valuable consideration the receipt and sufficiency of which are hereby acknowledged, Seller and Purchaser do hereby covenant and agree as follows:

- 1. **PURCHASE AND SALE.** As a result of the efforts of TEN THIRTY-ONE REALTY CORP. ("Broker"), a licensed real estate broker, Seller agrees to sell and convey to Purchaser, and Purchaser agrees to buy from Seller, all that tract of land:

APPROXIMATELY 2.13 ACRES OF VACANT LAND LOCATED WESTERLY ADJACENT TO THE QUIKTRIP CONVENIENCE STORE ON HIGHWAY 74 / SENOIA ROAD, IN FAIRBURN, FULTON COUNTY, GEORGIA,

as more particularly described as similar to Exhibit "A" and Exhibit "A-1" attached hereto 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, as well as plants, trees and shrubbery thereon (collectively, the "Property"). The final determination of parcel size and configuration shall be based upon Purchaser's boundary survey as described in Section 4 hereof.

- 2. **PURCHASE PRICE AND METHOD AND PAYMENT.**

(A) The purchase price ("Purchase Price") of the Property shall be Nine Hundred Thirty Thousand U.S. Dollars \$930,000.00 to be paid as follows:
Via Wire Transfer at Closing.

- 3. **EARNEST MONEY.** Purchaser shall deliver within three (3) business days following the Acceptance Date, to Nirav Patel Law Firm LLC ("Escrow Agent"), whose contact information is set forth in Section 15 below, \$Twenty-Five Thousand U.S. Dollars (\$25,000) by check, as "Earnest Money" which, except as otherwise set forth herein, Earnest Money shall be applied as partial payment of the cash portion of the purchase price of the Property at the time the sale is consummated. If Broker or Co-Broker is acting as the Escrow Agent then the receipt of the Earnest Money shall be acknowledged by Escrow Agent. If a party other than Broker or Co-Broker is acting as Escrow Agent such party shall be engaged by Purchaser pursuant to separate agreement. In the event Purchaser deposits funds to Escrow Agent 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 either (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 one business day following the receipt thereof. The parties to this Agreement agree that Escrow Agent shall deposit the Earnest Money in Escrow Agent's non-interest bearing Escrow Trust Account. Purchaser's Social Security or Federal Employer ID# is . The parties to this Agreement understand and agree that the disbursement of the Earnest Money held by the Escrow Agent as escrow

DAC
7/23

agent can occur only (A) at Closing; (B) upon written agreement signed by all parties having an interest in the funds; (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 at the request of either party; 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 expenses, including reasonable attorney's fees, in filing said interpleader action. In such disputed cases, if Escrow Agent decides not to interplead, Escrow Agent may make a disbursement of the Earnest Money upon a reasonable interpretation of this Agreement. If Escrow Agent decides to make a disbursement to which all parties to 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 disbursement will be made. After disbursement, Escrow Agent shall notify all parties by certified mail of such disbursement. Any such disbursement 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 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 without limitation reasonable attorneys' 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 gross negligence or willful misconduct on the part of the Escrow Agent.

4. **TITLE AND SURVEY.** 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 (the "Title Company") at its standard rates on an ALTA Owner Policy (the "Title 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; (E) leases and other easements, restrictions and encumbrances specified in this Agreement or on Exhibit "B" attached hereto and incorporated herein by this reference, and (F) recorded Declarations of Easements and Restrictive Covenants governing the Property, (the "Permitted Title Exceptions"). Purchaser shall have until expiration of the Inspection Period, as hereinafter defined in Section 6 to examine the title to the Property and notify Seller of any objections to matters affecting title to the Property, including the Permitted Title Exceptions (the "Initial Title Examination"). Seller shall have up to thirty (30) calendar days after receipt of Purchaser's written notice of objections (the "Seller's Response Period") in which to correct such defects, or to provide to Purchaser a written notice that Seller shall cause such objections to be corrected or cured on or before the date of Closing. If, prior to the expiration of the Seller's Response Period, Seller shall fail either to cure or correct such title defects, or provide to Purchaser such written notice obligating Seller to do so on or before the date of Closing, then Purchaser shall have the choice of (1) accepting the Property subject to such defects and proceeding to Closing, or (2) declining to accept the Property with such legal defects. Purchaser shall exercise such choice by written notice to Seller delivered within five (5) calendar days following the end of the Seller's Response Period (the "Purchaser's Election Period"). If Purchaser shall decline to so accept the Property subject to such legal defects, then this Agreement shall be null and void and the Earnest Money deposit shall be promptly refunded to Purchaser. In the event that Purchaser fails to make such election within the Purchaser's Election Period it shall be conclusively deemed to have elected to accept the Property subject to such defects and proceed to Closing.

Within the term of the Inspection Period, Purchaser may obtain and deliver to Seller, at Purchaser's sole cost and expense, a current boundary survey of the Property, which shall be prepared by a Georgia Registered Land Surveyor in accordance with no less than the minimum standards of the State of Georgia for surveys and land surveyors (the "Survey"). The Survey shall: (A) be certified to Purchaser, Purchaser's lender (if applicable) and Purchaser's title insurer by the surveyor pursuant to a certificate in form and substance satisfactory

to Purchaser; (B) correctly show the boundaries of the Property and the location of all buildings, structures, fences and other improvements situated on the Property, the location of and identify all visible easements and rights-of-way across, serving or abutting the Property, and all recorded easements to the extent they affect specific portions of the Property (including any and all off-site easements affecting or benefiting the Property) and (C) contain a calculation of the exact acreage of the Property (calculated to the nearest 1/100th of an acre) . If necessary, Seller agrees to execute a Quit Claim Deed with the legal description contained in the Survey in favor of the Purchaser. Purchaser's notice of title objections pursuant to the preceding paragraph shall include any objections revealed by the Survey.

From and after the date of the Initial Title Examination, Purchaser may from time to time during the term of this Agreement make further examinations of the title to the Property and update the Survey, and Purchaser may object to any matters of title first appearing of record after the effective date of such Initial Title Examination by giving Seller written notice of any such defects or objections (the "Subsequent Objections"). Seller shall thereafter have until the date of Closing (or such longer period as Purchaser, in its reasonable discretion, consents to in writing) in which to cure or satisfy any such Subsequent Objections. If Seller fails to satisfy any Subsequent Objections prior to the date of Closing (or such longer period as Purchaser, in its reasonable discretion, consents to in writing), then, at the option of Purchaser, Purchaser may: (A) terminate this Agreement, in which event the Earnest Money shall be refunded to Purchaser, all rights and obligations of the parties under this Agreement shall expire, and this Agreement shall terminate and be of no further force and effect, except for the survival of certain provisions as expressly provided in this Agreement; (B) satisfy the Subsequent Objections and proceed to Closing, after deducting from the Purchase Price the cost of satisfying those Subsequent Objections that can be satisfied by the payment of money; (C) waive such satisfaction and performance by Seller and elect to proceed to Closing.

5. **LEASES/SERVICE CONTRACTS.**

- Seller represents to Purchaser that there are no management, service or other contracts that affect the Property that cannot be terminated at Closing by Purchaser at its sole discretion.

6. **CONDITIONS OF PURCHASE.** The parties hereto agree that Purchaser's obligation to purchase the Property shall be subject to the satisfaction of the following terms and conditions any one or some of which may be waived in part:

- Inspections: 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 purposes including, but not limited to, inspecting, examining, boring, digging test holes, testing, surveying the Property and satisfying itself with respect to environmental matters and the availability of utilities to serve 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 Brokers (as defined hereafter) harmless from and against all loss, cost, damage, expense and claims suffered or incurred by Seller and Brokers as a result of the exercise of such right by Purchaser and its agents, employees and contractors. In the event Purchaser does any boring, digging of test holes or testing of the Property, Purchaser shall restore the Property to its condition prior to said boring, digging of test holes or testing. It is understood by Seller that said boring, digging of test holes or other tests may necessitate the need for Purchaser to cut trees and bushes located on the Property and to alter vegetation to determine soil and rock conditions. Purchaser shall restore the Property to its previous condition after said borings, digging of test holes or other tests except that Purchaser shall not be required to restore trees, bushes and other vegetation that have been altered in order to do said borings, diggings or other tests. Purchaser shall use reasonable care to insure that a minimum amount of trees and bushes are cut and vegetation is altered and Purchaser shall remove all trash and debris created by its inspection of the Property. The provisions of this paragraph shall survive the rescission, cancellation, termination or consummation of this Agreement.

Purchaser shall have a Sixty (60) calendar day period ("Inspection Period") after the Acceptance Date to decide in its sole and absolute discretion that the Property is satisfactory for Purchaser's acquisition. Additionally, Purchaser shall be granted ONE OPTION ("Option") to extend the Inspection Period for 30 additional calendar days. Purchaser shall exercise such Option by notification to Seller prior to expiration

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of the original 60-day Inspection Period. If Purchaser determines that the Property is not satisfactory, then Purchaser may terminate this Agreement by giving written notice to Seller and Broker prior to the end of the Inspection Period, and upon receipt of such notice, Escrow Agent shall refund the Earnest Money to Purchaser, less One Hundred (\$100.00) Dollars thereof which shall be paid by Purchaser to Seller as consideration for the termination right herein granted to Purchaser.

7. **AVAILABILITY OF UTILITIES.** Notwithstanding anything to the contrary, if after the end of the Inspection Period and prior to the Closing any utility company or governmental entity takes any action (including, without limitation, imposing a sewer moratorium) that results in the non-availability to the Property at the Closing of any utility necessary for the development thereof (including, without limitation, necessary or appropriate pressures and capacities), then Purchaser may terminate this Agreement by giving written notice thereof to Seller and Broker prior to the Closing, whereupon Escrow Agent shall refund the Earnest Money to Purchaser.
8. **AGENCY DISCLOSURE.** Pursuant to Regulation 520-1.06 of the Georgia Real Estate Commission's Regulations and Georgia's Brokerage Relationships in the Real Estate Transactions Act ("BRRETA"), O.C.G.A. Section 10-6A-1 et. seq., Seller and Purchaser hereby acknowledge that Broker makes the following disclosures, checking all that apply:

As to Broker:

(A) Broker represents the Seller only.

Broker shall not owe any duty to Seller or Purchaser greater than what is set forth in BRRETA, Official Code of Georgia Annotated Section 10-6A-1 et. seq.

9. **REAL ESTATE COMMISSION.** In negotiating this Agreement, Broker has rendered a valuable service for which Broker shall be paid a commission at Closing.
- pursuant to the terms of separate written agreements with Broker.
- by Seller Purchaser equal to Six percent (6.0%) of the Purchase Price (the "Commission"). Such Commission shall be payable at Closing as follows:

To Broker by Wire Transfer at Closing.

No change shall be made by Purchaser or Seller with respect to the time of payment, amount of payment, or the conditions of payment of the Commission, without the written consent of Broker. If this transaction involves an exchange of real estate, the full Commission shall be paid in respect to the property conveyed to each party to the other, and notice of the dual agency is hereby given and accepted by Seller and Purchaser. The Commission on an exchange shall be calculated on the amount of the stated basis of each property as taken in such exchange, according to the agreement between the parties, and if no value is placed on the property to be exchanged, then according to the reasonable value thereof. In the event of any exchange, each party shall be regarded as the seller as to the property conveyed by each party. Purchaser and Seller each hereby represent and warrant to the other, and to Broker, that no party other than Broker is entitled as a result of the actions of Seller or Purchaser, as the case may be, to a commission or other fee resulting from the execution of this Agreement or the transactions contemplated hereby, and Seller and Purchaser each hereby agree to severally indemnify, defend and hold each other and Broker harmless from and against any and all costs, damages and expenses, including attorneys fees arising from claims made by broker or agents for additional real estate commissions or brokerage fees with whom the indemnifying

party may have dealt. This representation, warranty and indemnity shall survive the rescission, cancellation, termination or consummation of this Agreement.

10. **DISCLAIMER.** Seller and Purchaser acknowledge that they have not relied upon the advice or representations, if any, of Broker, or their associate brokers or salespersons, concerning: (A) the legal and tax consequences of this Agreement in the sale of the Property; (B) the terms and conditions of financing of the Property; (C) the purchase and ownership of the Property; (D) the structural condition of the Property; (E) the operating condition of any business; (F) the operating condition of the electrical, heating, air conditioning, plumbing, water heating systems and appliances on the Property; (G) the availability of utilities to the Property; (H) the investment potential or resale value of the Property; (I) the financial ability of Purchaser; or, (J) any conditions existing on the Property which may affect the Property; or (K) any matter which could have been revealed through a survey, title search or inspection of the Property; (L) environmental matters relative to the Property. Seller and Purchaser both acknowledge that if such matters have been a concern to them, they have sought and obtained independent advice relative thereto.

11. **DAMAGE AND CONDEMNATION.**

(A) **DAMAGE TO PROPERTY.** Seller warrants that at Closing the Property will be in substantially 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 materially 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 after Seller provides Purchaser written notice of the amount of the insurance proceeds, if any, which Seller will receive on the claim of loss then Purchase shall: (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. If Purchaser has not been notified by Seller of the amount of the insurance proceeds, if any, which Seller will receive on the claim of loss within forty-five (45) days subsequent to the occurrence of such damage or destruction, or by the date of Closing, whichever occurs first, Purchaser may at its option cancel this Agreement by written notice to Seller. If Purchaser fails to provide such notice to Seller, Purchaser shall be conclusively deemed to have elected to consummate this Agreement and receive an assignment of Seller's interest in such insurance proceeds as are paid or payable on the claim of loss.

(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 after Seller provides Purchaser written notice of the amount of such condemnation award, if any, which Seller will receive from such condemnation, 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 be deemed to have elected option (ii) above. If Purchaser has not been notified by Seller of the amount of the condemnation award, if any, which Seller will receive from such condemnation within forty-five (45) days subsequent to the occurrence of such condemnation, or by the date of Closing, whichever occurs first, Purchaser may at its option cancel this Agreement by written notice to Seller. If Purchaser fails to provide such notice to Seller, Purchaser shall be conclusively deemed to have elected to consummate this Agreement and receive an assignment of Seller's interest in such insurance proceeds as are paid or payable on the claim of loss.

12. **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 a majority 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.

13. **SELLER'S WARRANTIES.** Seller agrees, represents and warrants that, to Seller's knowledge and belief: (A) Seller has the full right and authority to enter into this Agreement and to consummate the sale of the Property as set forth herein; (B) 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; (C) 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; (D) 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, or if executed in an individual capacity, has authority to execute; (E) Seller has good and marketable fee simple title to the Property which can be conveyed to Purchaser in accordance with the terms and conditions of this Agreement. (F) Except for the representations and warranties set forth in this Agreement or in any of the documents delivered at Closing (the "Seller's Warranties"), this sale is made and will be made without additional representations, covenants, or warranties of any kind by Seller and shall be made on an "as-is", "where-is" basis, with all faults, latent or patent. Consistent with the foregoing and subject solely to the Seller's Warranties, effective as of the Closing Date, Purchaser, for itself and its agents, affiliates, successors and assigns, hereby waives, relinquishes, releases and forever discharges Seller, its agents, affiliates, subsidiaries, successors and assigns (collectively the "Releasees") from any and all rights, claims and demands at law or in equity, whether known or unknown, which Purchaser has or may have in the future, arising out of the physical, environmental, economic, legal or other condition of the Property.

14. **DEFAULT. REMEDIES.**

(A) **PURCHASER'S DEFAULT:** If the sale and purchase of the Property contemplated by this Agreement is not consummated because of Purchaser's default, then Escrow Agent shall, within three (3) business days of Seller's demand therefor, remit the Earnest Money to Seller 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.

(B) **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 (including any interest earned thereon, if any) 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: (A) to terminate this Agreement; (B) to pursue specific performance plus the cost of obtaining specific performance; or (C) if Purchaser is not reasonably able to obtain specific performance of Seller's obligations under this Agreement or if specific performance is an inadequate remedy as a result of the acts or omissions of Seller, to pursue its remedies at law and equity (provided, however, in no event shall Purchaser be entitled to monetary damages in excess of an amount equal to the Earnest Money).



15. **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 time, Mondays through Fridays, holidays excepted, provided that a copy thereof is also sent, within three (3) business days, 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 or delivery confirmation, as applicable. Notices shall be sent to the following addresses:

PURCHASER:	<u>Apsilon Hotels, LLC</u>	SELLER:	<u>Merchant Centers, LLC</u>
	<u>925 Virginia Ave, Suite</u>		<u>130 Broadmoor Drive</u>
	<u>E</u>		
	<u>Hapeville, GA 30354</u>		<u>Fayetteville, GA 30215</u>
ATTN:	<u>Raj Patel</u>	ATTN:	<u>D.R. Carpenter</u>
Email:	<u>raj@apsilonhotels.com</u>	Email:	<u>dan.1031realty@gmail.com</u>

BROKER:	<u>Ten Thirty-One Realty</u>	SELLER:	<u>Guthrie Ravin Development, LLC</u>
	<u>Corp.</u>		
	<u>P.O. Box 599</u>		<u>190 Habersham Place</u>
	<u>Fayetteville, GA 30214</u>		<u>Fayetteville, GA 30214</u>
ATTN:	<u>Dan Carpenter</u>	ATTN:	<u>Howard Guthrie</u>
Email:	<u>1031realty@bellsouth.net</u>	Email:	<u>howard.guthrieconstruction@gmail.com</u>

ESCROW Nirav Patel Law Firm,
AGENT: LLC

599 Crossville Road

Roswell, GA 30075

ATTN: Nirav Patel

Email: pateln@niravpatellaw.com

16. **FOREIGN PERSON STATUS.**

- (A) At Closing, if Seller does not deliver to Purchaser a certificate reasonably acceptable to Purchaser 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, then Purchaser shall deduct and withhold a tax equal to either ten percent (10%) of the Purchase Price or such other amount as may be authorized by a withholding certificate from the Internal Revenue Service.
- (B) At Closing, if Seller does not deliver to Purchaser an affidavit reasonably acceptable to 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.

17. **ENVIRONMENTAL CONDITIONS.** To Seller's actual knowledge:

- (A) The Property has never been used as a landfill for garbage or refuse, dump, stump pit, toxic waste dump or cemetery, or for the handling, generation, treatment, release, storage or disposal of chemicals or hazardous

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wastes or substances so as to create an environmental hazard. For purposes of this Agreement, the term "hazardous wastes or substances" shall mean petroleum including crude oil or any fraction thereof, and any substance identified in CERCLA, RCRA, or any other federal, state or other governmental legislation or ordinance identified by its terms as pertaining to the disposal of hazardous substances or waste.

(B) (i) The Property is free from any hazardous or toxic materials or waste or similarly described substances under any applicable federal or state laws or regulations and (ii) there have been no violations of applicable "wetlands" regulations in connection with the development of the Property.

(C) There are no storage tanks located on the Property, either above or below ground.

18. **CLOSING COSTS.** Unless otherwise stipulated in this Agreement, Purchaser agrees to pay the following costs at Closing: (i) Purchaser's attorney's fees; (ii) the cost of preparing the conveyancing documents (iii) all appraisal fees; (iv) all title examination and survey fees and the premiums for all title insurance commitments and policies; (v) all recording fees; and (vi) any other charges incurred by Purchaser relating to the transaction contemplated herein. Seller agrees to pay the following costs, if any, at Closing: (i) Seller's attorney's fees; (ii) any transfer taxes; and (iii) any other charges incurred by Seller in connection with this transaction. The Brokers' Commission shall be paid at Closing in accordance with Section 9 of this Agreement.

19. **CLOSING.** The sale of the Property shall be closed ("Closing") on or before thirty calendar days following the expiration of the Inspection Period or extension thereof, (the "Closing Date") at a time and place acceptable to Purchaser and Seller; provided, however, if Purchaser and Seller fail to agree on a time and place, the Closing shall be held on the aforesaid date at 1:00 P.M. in the office of Lindsey & Lacy, PC, at 200 Westpark Drive, Suite 280, Peachtree City, GA 30269.

20. **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 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) OFAC. Neither Seller nor Purchaser, nor any of their affiliates, nor, to Seller's or Purchaser's respective knowledge, any of their respective partners, members, shareholders or other equity owners, or to Seller's or Purchaser's respective knowledge, any of their respective employees, officers directors, representatives or agents are, nor will they become, a person or entity with whom U.S. persons or entities are restricted from doing business under regulations of the Office of Foreign Asset Control ("OFAC") of the Department of the Treasury (including those named on OFAC's Specially Designated and Blocked Persons List) or under any statute, executive order (including the September 24, 2001, Executive Order Blocking Property and Prohibiting Transactions with Persons Who Commit, Threaten to Commit, or Support Terrorism), or other governmental action and is not and will not assign or otherwise transfer this Agreement to, contract with or otherwise engage in any dealings of transactions or be otherwise associated with such persons or entities.

(G) 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.

- (H) Counterparts. This Agreement may be executed in several counterparts, all of which taken together shall constitute one executed original hereof. Electronically transmitted signatures on this Agreement shall constitute original signatures of the parties.
- (I) 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.
- (J) 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.
- (K) Survival of Agreement. Any condition or stipulation not fulfilled at the time of the Closing shall survive the closing, execution and delivery of the warranty deed until such time as said conditions or stipulations are fulfilled.
- (L) 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.
- (M) Business Days. 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 Saturday, Sunday or legal holiday, then such time period shall be automatically extended to the close of business on the next regular business day
- (N) All tenant security deposits 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 at Closing, subject to the rights of tenants of the Property, if any are listed on Exhibit "D" hereto.
- (P) Any box not checked in any paragraph is specifically not applicable.

Any postponement or delay of the Closing, as may be permitted in this Agreement, shall not exceed two (2) months, unless otherwise expressly agreed in writing by all of the parties hereto.

21. (INTENTIONALLY BLANK)

22. **SPECIAL STIPULATIONS:**

The following Special Stipulations shall, if conflicting with the foregoing, control:

SEE ATTACHED EXHIBIT "E", SPECIAL STIPULATIONS:

23. **ACCEPTANCE DATE.** The "Acceptance Date" of this Agreement is the date upon which the last of Purchaser or Seller executes or initials the last change in this Agreement below. 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.

ATLANTA COMMERCIAL BOARD OF REALTORS, INC. ("ACBR") DISCLAIMER; WAIVER AND RELEASE OF CLAIMS. This "Disclaimer; Waiver and Release of Claims" provision, without any changes, modifications, deletions or revisions, must be included in all ACBR Form documents that include any reference to ACBR.



The parties hereto hereby acknowledge and agree that: (A) THIS DOCUMENT HAS IMPORTANT CONSEQUENCES, LEGAL, FINANCIAL AND OTHERWISE, AND ACBR HAS ADVISED THE PARTIES THAT THEY SHOULD EACH CONSULT WITH AN ATTORNEY OR OTHER PROFESSIONAL OF THEIR CHOICE WITH RESPECT TO THE TERMS OF, AND/OR THE COMPLETION, MODIFICATION AND/OR EXECUTION OF, THIS DOCUMENT; (B) form documents by their nature are designed to be of general application, and may not be applicable to specific facts and circumstances, may not address a given party's specific conditions or requirements and/or may not reflect the relative bargaining or negotiations of the parties, as such variables may arise on any given transaction; (C) ACBR has made the original versions of this document and other document forms available to ACBR's members as a service, but makes no representation or warranty, express or implied, as to the suitability or applicability of the terms and conditions of, or the enforceability of, this document or other document forms; (D) ACBR document forms are updated by ACBR from time to time, and ACBR strongly recommends to the parties that they use the most current, updated versions of any such document forms; and (E) by executing this document the parties hereto each hereby waive and release ACBR, its officers, directors, members, employees and agents, from any and all claims, demands and/or causes of action (whether known or unknown) arising out of, pertaining to or resulting directly or indirectly from the use of this form document.

[Signatures on following page]

A handwritten signature in black ink, appearing to be 'DRC' followed by a stylized name, possibly 'DML'.

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 27th day of October, 2023, by which time written acceptance of such offer must have been actually received by Broker, who shall promptly notify the other party of such acceptance. The parties agree that this Agreement may be executed in counterparts, each of which shall be effective as an original, but all of which counterparts taken together shall constitute one and the same Agreement.

IN WITNESS WHEREOF, Purchaser, Seller, and Broker have hereunto set their hands and seals as of the date indicated below.

PURCHASER:

By: _____ (Seal)
Name: RAJ A. PATEL
Title: MANAGER
Firm: APSILOH HOTELS, LLC
Phone: _____
Date: _____

SELLER:

By: Howard Guthrie (Seal)
Name: HOWARD GUTHRIE
Title: MEMBER
Firm: GUTHRIE RAVIN DEVELOPMENT, LLC
Phone: _____
Date: 10/26/2023

SELLER:

By: D.R. Carpenter (Seal)
Name: D.R. CARPENTER
Title: MANAGER
Firm: MERCHANT CENTERS, LLC
Phone: _____
Date: 10-26-23

[Signatures continue on following page]

The Acceptance Date of this Agreement is
October 26, 2023

DRC
THW

JOINS HEREIN FOR THE SOLE PURPOSE OF CONSENTING TO ALL PROVISIONS IN THIS AGREEMENT APPLICABLE TO ESCROW AGENT:

ESCROW AGENT:

By: _____ (Seal)
Name: NIRAV PATEL
Title: _____
Firm License #: _____
Phone: _____
Date: _____
Agent Name(s): _____
Agent License #(s): _____

JOINS HEREIN FOR THE SOLE PURPOSE OF CONSENTING TO ALL PROVISIONS IN THIS AGREEMENT APPLICABLE TO BROKER:

BROKER:

By: DRCarpenter (Seal)
Name: D.R. CARPENTER
Title: PRESIDENT
Firm: TEN THIRTY-ONE REALTY CORP.
Firm License #: 44915
Phone: (770) 461-6122
Date: 10-26-23
Agent Name(s): D.R. CARPENTER
Agent License #(s): 167711

*DRC
TMS*

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 _____, 2023, by which time written acceptance of such offer must have been actually received by Broker, who shall promptly notify the other party of such acceptance. The parties agree that this Agreement may be executed in counterparts, each of which shall be effective as an original, but all of which counterparts taken together shall constitute one and the same Agreement.

IN WITNESS WHEREOF, Purchaser, Seller, and Broker have hereunto set their hands and seals as of the date indicated below.

PURCHASER:

By:  (Seal)
Name: RAJ A. PATEL
Title: MANAGER
Firm: APSILON HOTELS, LLC
Phone: (404) 456-8483
Date: 10/25/2023

SELLER:

By: _____ (Seal)
Name: HOWARD GUTHRIE
Title: MEMBER
Firm: GUTHRIE RAVIN DEVELOPMENT, LLC
Phone: _____
Date: _____

SELLER:

By: _____ (Seal)
Name: D.R. CARPENTER
Title: MANAGER
Firm: MERCHANT CENTERS, LLC
Phone: _____
Date: _____

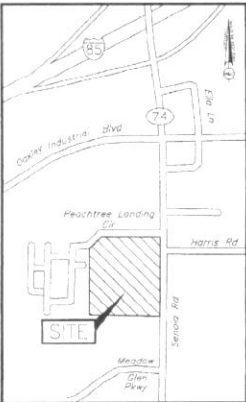
[Signatures continue on following page]

FINAL PLAT SURVEYOR'S CERTIFICATION
 IT IS HEREBY CERTIFIED THAT THIS PLAT IS TRUE AND CORRECT AND WAS PREPARED BY AN ACTUAL SURVEYOR OF THE PROPERTY MADE BY ME OR UNDER MY SUPERVISION THAT ALL MONUMENTS SHOWN HEREON ACTUALLY EXIST OR ARE MARKED AS TO LOCATION AND THEIR LOCATION, SIZE, TYPE AND MATERIAL ARE CORRECTLY SHOWN. THIS PLAT CONFORMS TO ALL REQUIREMENTS OF THE GEORGIA PLAT ACT.

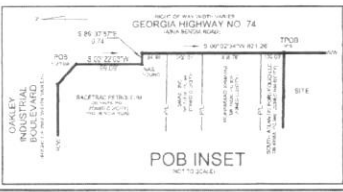
George Pinion
 REGISTERED GEORGIA LAND SURVEYOR
 (GEORGE PINION) E-24-11
 DATE
 NO. 1609

FINAL PLAT APPROVAL CERTIFICATION
 THIS PLAT HAS BEEN APPROVED BY THE CITY FOR RECORDING IN THE OFFICE OF THE CLERK OF THE SUPERIOR COURT OF FULTON COUNTY.

CITY ENGINEER _____ DATE _____
 CITY CLERK _____ DATE _____
 MAYOR/CITY ADMINISTRATOR _____ DATE _____



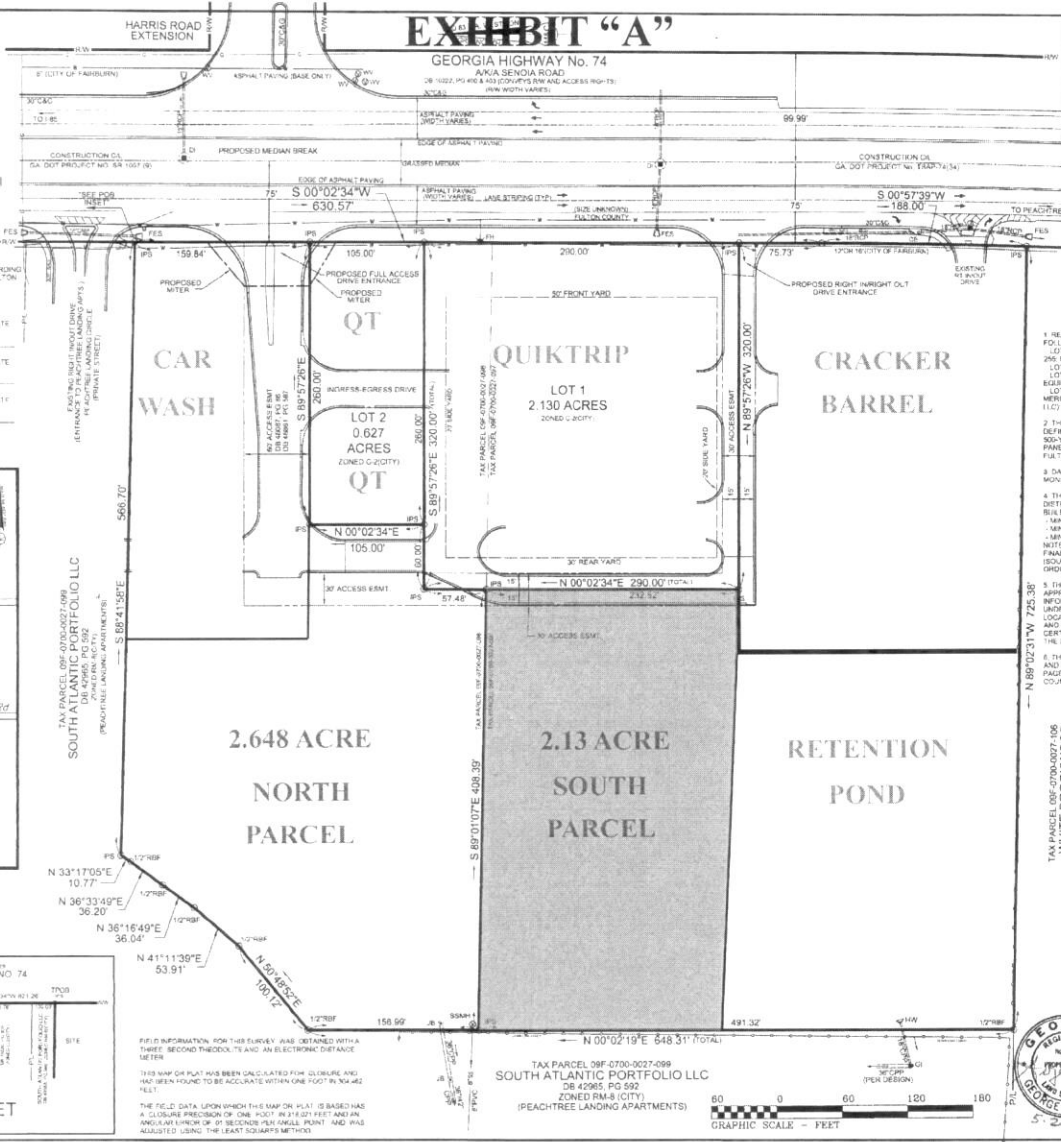
Vicinity Map



POB INSET

EXHIBIT "A"

GEORGIA HIGHWAY No. 74
 AVILA SENOLA ROAD



ACREAGE CHART	
LOT 1	2.130 ACRES (92,800 SQ. FT.)
LOT 2	0.627 ACRES (27,300 SQ. FT.)
LOT 3	4.079 ACRES (177,664 SQ. FT.)
LOT 4	6.517 ACRES (283,878 SQ. FT.)
TOTAL	13.353 ACRES (581,642 SQ. FT.)

SURVEYOR'S NOTES

- REFERENCE FOR THIS SURVEY SHOULD BE MADE TO THE BOOK COVERED.
- THE PROPERTY IS LOCATED IN ZONE "X" (NOT SHADED) DEFINED AS BEING AREAS DETERMINED TO BE OUTSIDE THE 300-YARD FLOODPLAIN AS IDENTIFIED ON F-14-00 COMMUNITY PANEL NUMBER 13120402 E, EFFECTIVE DATE 06-23-98, FULTON COUNTY, GEORGIA.
- DATUM FOR THIS SURVEY IS TIED TO FULTON COUNTY IRIS MONUMENTS F-386 AND F-486.
- THIS PROPERTY IS CURRENTLY ZONED G-2 (S.R. 74 OVERLAY DISTRICT). BUILDING SETBACKS FOR OVERLAY DISTRICT ARE AS FOLLOWS: MINIMUM FRONT YARD: 30 FEET FROM HWY.; MINIMUM SIDE YARD: 30 FEET; MINIMUM REAR YARD: 30 FEET; NOTE: INTERNAL PROPERTY LINES SUBJECT TO CHANGE PER FULTON COUNTY PLANNING DEPARTMENT.
- THE LOCATION OF UNDERGROUND UTILITIES SHOWN IS APPROXIMATE BASED ON ABOVE GROUND STRUCTURES AND INFORMATION SUPPLIED TO THE SURVEYOR. LOCATIONS OF UNDERGROUND UTILITIES STRUCTURES MAY VARY FROM LOCATIONS SHOWN HEREON. ADDITIONAL BURIED UTILITIES AND/OR STRUCTURES MAY EXIST. THE SURVEYOR MAKES NO CERTIFICATION AS TO THE ACCURACY AND COMPLETENESS OF THE LOCATIONS SHOWN HEREON.
- THIS PLAT IS SUBJECT TO THE DECLARATION BY EASEMENTS AND RESTRICTIVE COVENANTS SET FORTH IN DEED BOOK 4084 PAGE 587, RECORDED MARCH 15, 2010, AS AMENDED, FULTON COUNTY RECORDS.

TAX PARCEL 09F-0700-0027-006
 WHITE BROOKWOOD
 LIMITED LIABILITY COMPANY
 DB 00467-16-04

REVISIONS

NO.	DATE	DESCRIPTION
1	03/11/11	AS SHOWN

DATE OF SURVEY: 03/11/11
 TIME OF SURVEY: 10:00 AM
 SURVEYOR: GEORGE H. PINION
 LICENSE NO. 110-892-4127

1000 LANTANA PARKWAY, SUITE 100, LAWRENCEVILLE, GA 30047

FINAL PLAT FOR
QUICKTRIP CORPORATION
STORE No. 825

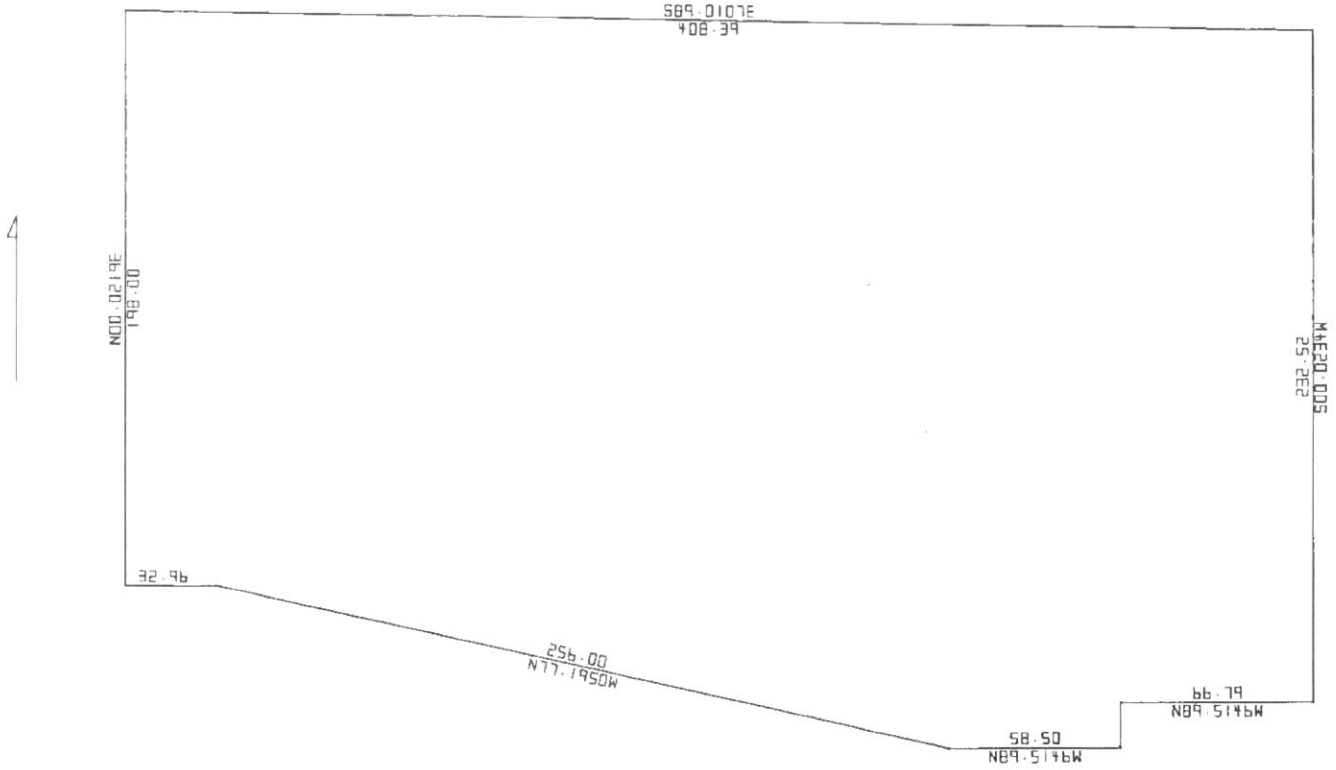
5" = 24.11'



JRC
7/11/11

EXHIBIT "A-1"

Plat of Deed Calls for: Fairburn 2.13
2.13 ACRE PARCEL



Fairburn 2.13
Scale : 63 ft/in
North Shift: +0
East Shift : +0
DMS Rotated: +000.0000

..... AREA

Acres	: 2.128
Sq. Feet	: 92687
Sq. Meters:	8610.9
Perimeter :	1268.66

.. CLOSING ERROR ..
Bearing: CLOSED
Feet : 0.00
Meters : 0.001
Precision: 1/288874

1. N89.0107W 32.96
2. N00.0219E 198.00
3. S89.0107E 408.39
4. S00.0234W 232.52
5. N89.5146W 66.79
6. S01.0242W 15.50
7. N89.5146W 58.50
8. N77.1950W 256.00

*JRC
Thurs*



ATLANTA COMMERCIAL BOARD OF REALTORS, INC.



EXHIBIT "E" SPECIAL STIPULATIONS

In the event of any conflict between the provisions set forth in the body of the Agreement and the provisions of these Special Stipulations, the provisions of the Special Stipulations shall control.

- 1) **Disclosure:** Seller herein discloses, and Purchaser hereby acknowledges that some members of Seller hold or have held real estate licenses in the states of Georgia, Alabama, and Tennessee.
- 2) **Tax Free Exchange.** Purchaser acknowledges that a material part of the consideration for this transaction is the Seller's intention to complete a tax-free exchange with a third party under Section 1031 of the Internal Revenue Code with respect to the Land. Consequently, Purchaser agrees to cooperate with Seller consistent with the provisions of the Land Sales Agreement to accomplish the tax free exchange (through a qualified intermediary including payment of the purchase price to a qualified intermediary), provided, however, that Purchaser shall not be required to take or convey title to the exchange or replacement property; all costs incident to such exchange are paid by Seller; Purchaser shall not be deemed to warrant or represent any tax consequence of such exchange; the Real Estate shall be conveyed directly by Seller to Purchaser at Closing.
- 3) **Earnest Money.** Pursuant to Section 3 of the Agreement, within three (3) business days after the Acceptance Date, Purchaser shall pay by check to the Escrow Agent, the sum of Twenty-Five Thousand and No/100 Dollars (\$25,000.00), (together with all additional Earnest Money deposited hereunder, the "Earnest Money"). If Purchaser does not terminate this Agreement as permitted therein, upon or before expiration of the Inspection Period, Purchaser shall deposit additional Earnest Money with the Escrow Agent in the amount of \$25,000 on or before the expiration of the said Inspection Period. The Earnest Money shall be fully refundable to Purchaser during the Inspection Period. Upon expiration of the Inspection Period, the Earnest Money shall become nonrefundable to Purchaser (except as expressly provided in the Agreement) but shall be applied at Closing as partial payment of the Purchase Price, or as otherwise provided in the Agreement.
- 4) **Legal Description.** The Property shall be subject to a more definitive Legal Description to be mutually agreed upon between Seller and Purchaser as shall be obtained from Purchaser's survey in accordance with Section 4 of the Agreement.
- 5) **ECR's.** Purchaser hereby confirms that it has received a copy of the recorded Declaration of Easements and Restrictive Covenants (the "ECR's") governing the Property, including the Height Restriction Variance and Purchaser herein affirms its intention to abide by such ECR's.
- 6) **Taxes.** All city, state and county ad valorem taxes and similar impositions levied or imposed upon or assessed against the Property (hereinafter called the "Taxes"), for the year in which Closing occurs shall be prorated as of the Closing Date. In the event the Taxes for such year are not determinable at the time of Closing, said taxes shall be prorated on the basis of the best available information. In the event any of the Taxes are due and payable at the time of Closing, the same shall be paid at Closing. If the Taxes are not paid at Closing, Seller shall deliver to Purchaser the bills for the Taxes promptly upon receipt thereof and Purchaser shall thereupon be responsible for the payment in full of the Taxes within the time fixed for payment thereof and before the same shall become delinquent.

DRC
TMA



CITY OF FAIRBURN
PLANNING AND ZONING COMMISSION

AGENDA ITEM

To: Planning and Zoning Commission

From: Chancellor Felton, Planner

Date: February 6, 2024

Agenda Item: @HOME Hotel – 7995 Senoia Road [Parcel ID: 09F070000270973] – Request to review the subdivision plat.

Agent/Applicant/Petitioner Information

Applicant: Darrell Baker

Property Owner: Merchant Centers LLC & Guthrie Ravin Development LLC

Background

The site is located at 7995 Senoia Road behind the Cracker Barrel Old Country Store and QuikTrip, next to the Compass Self Storage, and in front of Peachtree Landing. The site is currently zoned C-2 (General Commercial). The site is approximately 4.2 acres.

Discussion

The applicant is proposing a subdivision of the site into two sites: Tract 1 and Tract 2. Tract 1 is 2.13 acres and will be a hotel. Tract 2 is 2.07 acres and will remain as a stormwater facility. An accurate, up-to-date, and certified survey is included. The subdivision plat meets the setback requirements of the Highway 74 Overlay District.

The subdivision plat includes buffer easements, utilities, and other required infrastructure.

It is worth noting that the applicant has concurrently submitted a request to review this subdivision plat, a primary variance, and a concept plan.

Staff Recommendations

Staff recommends **APPROVAL** of the subdivision plat with the following condition:

- Any significant modifications as determined by Staff to the approved subdivision plat would necessitate a further review by the Planning and Zoning Commission.

Attachments:

- Site Pictures
- Application
- Current Survey and Proposed Subdivision

SITE PICTURES



Southwest Viewpoint



Northwest viewpoint



QuikTrip Stormwater
Facility (to the left)



CITY OF FAIRBURN

Planning & Zoning Department

Subdivision Plat/ Plan Review- Submittal Form

Submittal Date: 11/13/23

Deadline: _____
(Minimum 5 weeks prior to P & Z Commission meeting)

PROJECT INFORMATION

Project Name: At Home Hotel, Fairburn, GA

Address/Location of Project: 7995 Senoia Rd, Fairburn, GA 30213 / A 2.13 portion of the remaining 4.197 acres

Access to Property: Access Drive that serves Quick Trip, Wash Me Fast Car Wash and Fairburn 85 Storage

Tax Parcel ID #: 09F070300270 Size of Project: 2.13 Acres of a 4.197 Acre Tract as attached

Zoning: C-2 No. of Lots (if applicable): 1

Zoning & Use of Adjacent Properties: C-2 / Cracker Barrel, QT, Fairburn 85 Storage, Wash Me Fast Car Wash & Apartments with a RM-12 Zoning

Narrative/ Description for use of property/project (attach additional pages as necessary to provide greater detail):

An At Home Hotel comprising 120 rooms over 4 floors with a total square footage of 63,143 sf. The ground floor footprint of the bldg is 15,719 sf. The engineered site plan and proposed elevations are attached.

CONTACT INFORMATION

Company Name: Agent / Randolph Williams, LLC

Contact Person: Darrell Baker

Mailing Address: 100 World Drive, Suite 105, Peachtree City, GA 30269

Phone: 404.977.2470

Fax: N/A

Email Address: dbaker@rwcre.net

UTILITY SERVICE PROVIDERS

Water: Fairburn Utilities Sewer: Fairburn Utilities Electric: Coweta Fayette EMC

Gas: AGL

Cable: Comcast

Other: Phone - AT&T

<u>Concept Plat</u>	<u>Preliminary Plat</u>	<u>Construction Plans</u>	<u>Final Plat</u>	<u>If Applicable-Landscape Plan</u>
<input checked="" type="checkbox"/> 1 st Submittal \$440 + \$3/lot <input type="checkbox"/> Resubmittal*	<input checked="" type="checkbox"/> 1 st Submittal \$460 + \$4/lot <input type="checkbox"/> Resubmittal*	<input type="checkbox"/> 1 st Submittal \$600 + \$8/lot <input type="checkbox"/> Resubmittal*	<input type="checkbox"/> 1 st Submittal \$300 + \$3/lot <input type="checkbox"/> Resubmittal*	<input type="checkbox"/> 1 st Submittal \$400 + \$5/lot <input type="checkbox"/> Resubmittal*
7 Copies- Staff Routes to: <input type="checkbox"/> Building/Prop. Manager <input type="checkbox"/> Engineer <input type="checkbox"/> Landscape Architect <input type="checkbox"/> Comm. Dev. Director <input type="checkbox"/> Fire Marshal <input type="checkbox"/> Planning & Zoning <input type="checkbox"/> Water & Sewer	7 Copies- Staff Routes to: <input type="checkbox"/> Building/Prop. Manager <input type="checkbox"/> Engineer <input type="checkbox"/> Landscape Architect <input type="checkbox"/> Comm. Dev. Director <input type="checkbox"/> Fire Marshal <input type="checkbox"/> Planning & Zoning <input type="checkbox"/> Water & Sewer	7 Copies- Staff Routes to: <input type="checkbox"/> Building/Prop. Manager <input type="checkbox"/> Engineer <input type="checkbox"/> Landscape Architect <input type="checkbox"/> Comm. Dev. Director <input type="checkbox"/> Fire Marshal <input type="checkbox"/> Planning & Zoning <input type="checkbox"/> Water & Sewer	7 Copies- Staff Routes to: <input type="checkbox"/> Building/ Prop. Manager <input type="checkbox"/> Engineer <input type="checkbox"/> Landscape Architect <input type="checkbox"/> Comm. Dev. Director <input type="checkbox"/> Fire Marshal <input type="checkbox"/> Planning & Zoning <input type="checkbox"/> Water & Sewer	2 Copies- Staff Routes to: <input type="checkbox"/> Engineer <input type="checkbox"/> Landscape Architect

*** Resubmittals- Each subsequent resubmittal will incur a fee of \$200.**

THIS BLOCK RESERVED FOR THE CLERK OF THE SUPERIOR COURT

THE FIELD DATA UPON WHICH THIS MAP OR PLAT IS BASED HAS A CLOSURE PRECISION OF ONE FOOT IN 101,061 FEET, AND AN ANGULAR ERROR OF 02" PER ANGLE POINT, AND WAS ADJUSTED USING COMPASS RULE.

THIS MAP OR PLAT HAS BEEN CALCULATED FOR CLOSURE AND IS FOUND TO BE ACCURATE WITHIN ONE FOOT IN 122,022 FEET. EQUIPMENT USED: ROBOTIC GEOMAX ZOOM 90 & SPECTRA GEOSPATIAL SP85 GPS UNIT

FLOOD NOTES

BASED ON THE INFORMATION SHOWN ON THE FLOOD HAZARD BOUNDARY MAPS FURNISHED BY FEMA, IT IS MY OPINION THAT THE PROPERTY SHOWN HEREON IS OUTSIDE THE 100-YEAR FLOOD HAZARD AREA. PANEL# 13121C0462F DATED 9/18/2013

PARCEL ID# 09F070000270973
N/F MERCHANT CENTERS LLC 'ETAL'
P.B. 360, PG. 93

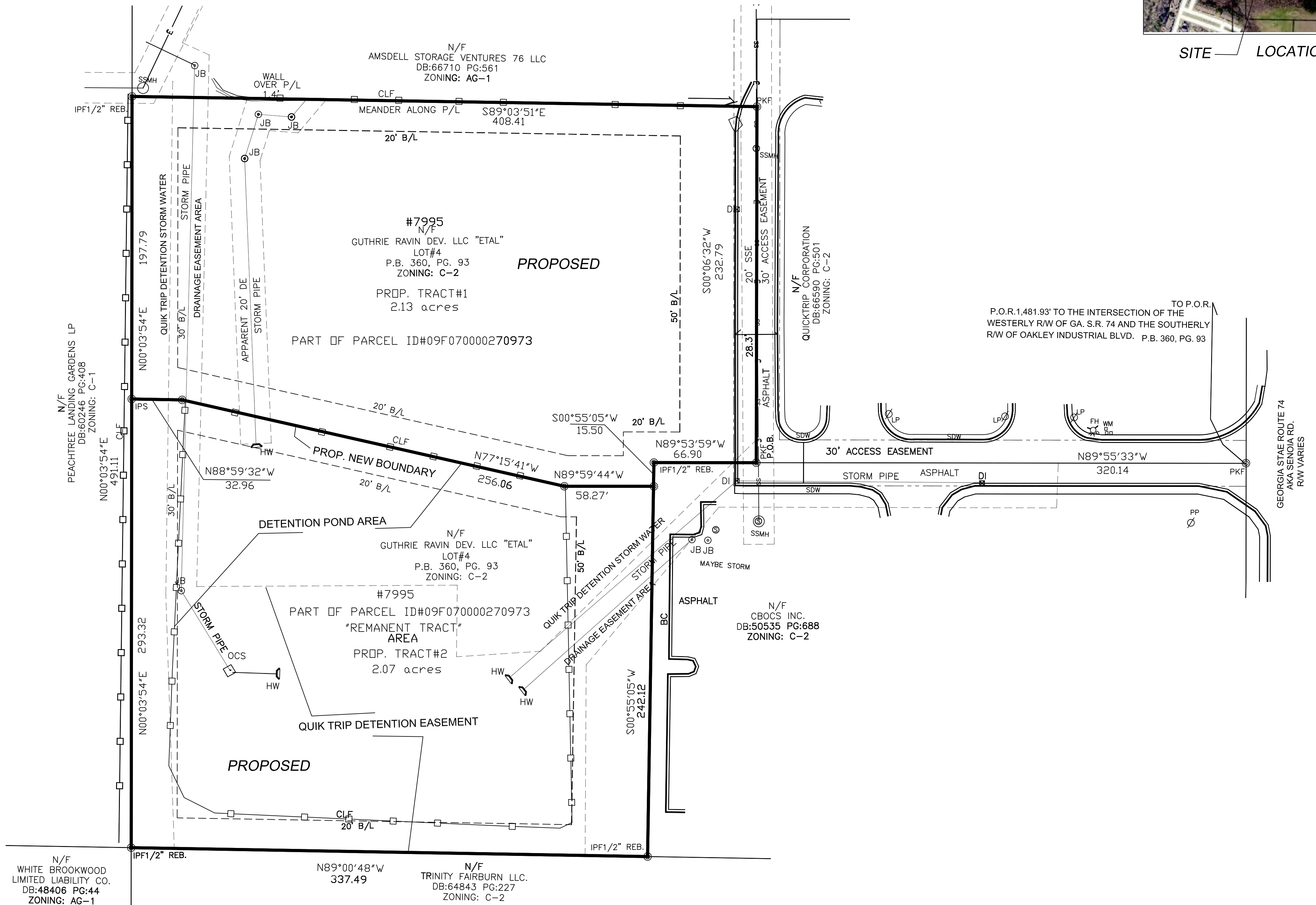
SURVEY ORDERED BY:
RAJ. PATEL
Ph: 404-456-8483

UTILITIES PROTECTION CENTER
 COLL. FREE
 1110 METRO ATLANTA
 770-682-4344
 THROUGHOUT GEORGIA
 1-800-282-7411
 THREE WORKING DAYS BEFORE YOU DIG

GENERAL NOTES

- TOGETHER WITH ALL EASEMENTS RECORDED OR UNRECORDED.
- LAST DATE OF FIELD SURVEY 10/26/2023
- ALL LINEAR DISTANCES SHOWN ON PLAT SHALL BE HORIZONTAL.
- INFORMATION REGARDING THE PRESENCE, SIZE, AND LOCATION OF UNDERGROUND UTILITIES IS SHOWN HEREON. THE INFORMATION IS BASED ON THE LOCATION OF ABOVE GROUND APPURTENANCES, AVAILABLE SITE PLANS, AND PAINT PLACED BY UNDERGROUND SERVICES.
- "NO CERTIFICATION IS MADE AS TO THE ACCURACY"
- ALL BEARINGS AND DISTANCES WERE MEASURED AND USED.
- THIS SURVEY WAS PREPARED WITHOUT BENEFIT OF A TITLE REPORT WHICH MAY REVEAL ADDITIONAL CONVEYANCES, EASEMENTS OR RIGHTS-OF-WAY NOT SHOWN HEREON.

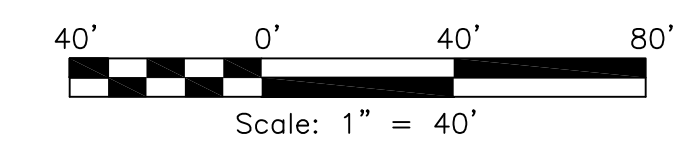
** PURSUANT TO RULE 180-6.09 OF THE GEORGIA STATE BOARD OF REGISTRATION FOR PROFESSIONAL ENGINEERS AND LAND SURVEYORS, THE TERM "CERTIFY" OR "CERTIFICATION" MEANS TO DECLARE A PROFESSIONAL OPINION REGARDING THOSE FACTS OR FINDINGS AND DOES NOT CONSTITUTE A WARRANTY OR GUARANTEE, EITHER EXPRESSED OR IMPLIED.



SITE LOCATION MAP NTS

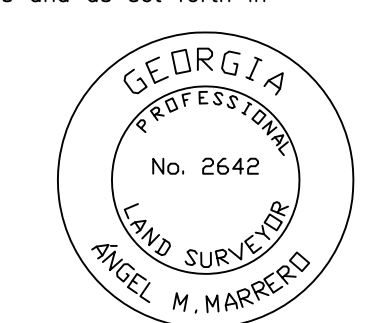
LEGENDS OF SYMBOLS

- P.O.B. POINT OF BEGINNING
- P.O.R. POINT OF REFERENCE
- GM GAS METER/GAS METER
- O.T.P. OPEN TOP PIPE
- O.I.P. IRON PIN FOUND
- C.I.P. CURB AND GUTTER
- P/L PROPERTY LINE
- R/W RIGHT-OF-WAY
- L.L.L. LAND LOT LINE
- CMF CONCRETE MONUMENT FOUND
- POL POINT ON LINE
- B.O.C. BACK OF CURB
- F.N.C. FENCE CORNER
- EP EDGE OF PAVEMENT
- PC PROPERTY CORNER
- LP LIGHT POLE
- WP POWER POLE
- GW GUY WIRE
- JB EXISTING JUNCTION BOX
- WV EXISTING WATER VALVE
- FH EXISTING FIRE HYDRANT
- T.B.M. TEMPORARY BENCH MARK
- B.F.E. BASE FLOOD ELEVATION
- M.F.E. MINIMUM FLOOR ELEVATION
- HW HEADWALL
- SWCB SINGLE WALL CATCH BASIN
- DWCB DOUBLE WALL CATCH BASIN
- O.C.S. OUTLET CONTROL STRUCTURE
- DI DROP INLET
- WM WATER METER
- WATERLINE
- SS SANITARY SEWER LINE
- OV OVERHEAD POWERLINE
- UF UNDERGROUND FIBER OPTICS
- G GASLINE
- LANDSCAPING
- PKS (F) PK NAIL SET (FOUND)
- EX-MH EXISTING SANITARY SEWER MANHOLE
- SMH SANITARY SEWER MANHOLE
- S.S.E. SANITARY EASEMENT
- C/O CLEAN-OUT
- FDC FIRE DEPARTMENT CONNECTOR
- CL.F. CHAIN LINK FENCE
- D.E. DRAINAGE EASEMENT
- R.R.E. RAIL ROAD EASEMENT
- H HEIGHT
- UE UNDERGROUND ELECTRIC
- AC AIRCONDITION UNITS



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

Angel M. Marrero
 ANGEL M. MARRERO P.L.S. #2642
 Certified Design Professional # 4479
 12/07/2023



THIS MINOR S/D. NEEDS TO BE APPROVED BY THE LOCAL JURISDICTION

REV.	DESCRIPTION	DATE
1	SOUTHSIDE SURVEYING & PLANNING LSF000831	12/07/2023
MINOR S/D. SURVEY FOR:		
APSLON HOTELS, LLC		
Land Lot 27		9-F Dist. City of Fairburn, Fulton County, GA
Drawn By: AMM SR.	Scale: 1"=40'	
Dwg No: 2-2310103 MD	Date: 12/07/2023	



CITY OF FAIRBURN
PLANNING AND ZONING COMMISSION

AGENDA ITEM

To: Planning and Zoning Commission

From: Chancellor Felton, Planner

Date: February 6, 2024

Agenda Item: @HOME Hotel – 7995 Senoia Road [Parcel ID: 09F070000270973] – Request to review the conceptual site plan.

Agent/Applicant/Petitioner Information

Applicant: Darrell Baker

Property Owner: Merchant Centers LLC & Guthrie Ravin Development LLC

Background

The site is located at 7995 Senoia Road behind the Cracker Barrel Old Country Store and QuikTrip, next to the Compass Self Storage, and in front of Peachtree Landing. The site is currently zoned C-2 (General Commercial). The site is approximately 4.2 acres.

Discussion

The applicant is proposing a new 66,339-square-foot building. An accurate, up-to-date, and certified survey is included. The concept plan meets the setback and parking requirements of C-2 and the Highway 74 Overlay District design standards.

The concept plan includes all buildings and structures, driveways, parking facilities, walkways, landscaping, buffer easements, utilities, and other required infrastructure. The site will have ingress/egress on an unnamed side street of Senoia Road.

The building will consist of various, earth tones of masonry and grey masonry with black and grey metal accents. The north elevation will have numerous oversized windows, a single-entry metal door, and two single-entry glass doors. The west elevation will have five oversized windows and a single-entry metal door. The east elevation will have numerous oversized windows, a single-entry metal door, and a canopy. The south elevation will have seven oversized windows; a double-entry, glass, sliding door; and a canopy.

It is worth noting that the applicant has concurrently submitted a request to review this concept plan, a primary variance, and a subdivision plat.



Staff Recommendations

Staff recommends **APPROVAL** of the concept plan with the following condition:

- Any significant modifications as determined by Staff to the approved concept plan would necessitate a further review by the Planning and Zoning Commission.

Attachments:

- Site Pictures
- Application
- Current Survey
- Proposed Concept Plan / Floor Plan
- Proposed Elevations

SITE PICTURES



Southwest Viewpoint



Northwest viewpoint



QuikTrip Stormwater
Facility (to the left)

Conceptual Site Plan Checklist

- An accurate, up-to-date and certified survey of the property on which the project is to be built.
- A vicinity map showing the property in relation to the general area of the City in which it is located.
- The name of the proposed project.
- Name, address, phone number, and fax number of the owner, the developer and the designer who prepared the plan.
- Graphic scale, north arrow, and date of preparation.
- Zoning of the property with required setbacks shown.
- Zoning, use, and ownership of all adjoining property.
- Total area of the site and the area of the site proposed to be devoted to impervious surfaces.
- Approximate topography of the site.
- Significant natural features on and adjacent to the site, including the 100 year flood-plain, if appropriate.
- Existing man-made features on the site.
- Proposed site layout including buildings, drives, parking, walkways, landscaped areas, buffer easements, utilities and any other features necessary to properly present the concept.
- Proposed off-site improvements which may be necessary to properly develop site.
- Architectural elevations to show the intended architectural character of the proposed building and the nature of the materials to be used.
- If the site plan is for an addition to or change in an existing site plan, the drawings must clearly show the changes that are being proposed.
- Provide vehicular use area landscaping requirements

CITY OF FAIRBURN

Planning & Zoning Department

Site Plan Review- Submittal Form

Submittal Date: _____

Deadline: _____
(Minimum 5 weeks prior to P & Z Commission meeting)

PROJECT INFORMATION

Project Name: _____

Address/Location of Project: _____

Access to Property: _____

Tax Parcel ID #: _____ Size of Project: _____

Zoning: _____ No. of Lots (if applicable): _____

Zoning & Use of Adjacent Properties: _____

Narrative/ Description for use of property/project (attach additional pages as necessary to provide greater detail):

CONTACT INFORMATION

Company Name: _____

Contact Person: _____

Mailing Address: _____

Phone: _____ Fax: _____

Email Address: _____

UTILITY SERVICE PROVIDERS

Water: _____

Sewer: _____

Electric: _____

Gas: _____

Cable: _____

Other: _____

<u>Sketch Plan</u>	<u>Conceptual Site Plan</u>	<u>Construction Plans w/Hydro</u>	<u>Landscape Plan</u>
<input type="checkbox"/> 1st Submittal- No Fee Submit to P & Z for review	<input type="checkbox"/> 1st Submittal \$150 + \$20/acre <input type="checkbox"/> Resubmittal*	<input type="checkbox"/> 1st Submittal \$500 + \$20/ acre <input type="checkbox"/> Resubmittal*	<input type="checkbox"/> 1st Submittal \$300 + \$20/acre <input type="checkbox"/> Resubmittal*
If necessary, 2 extra copies (If legible, .pdf file is acceptable). Staff routes to: <input type="checkbox"/> Comm. Dev. Director <input type="checkbox"/> Planning & Zoning	7 Copies- Staff Routes to: <input type="checkbox"/> Building/Prop. Manager <input type="checkbox"/> Comm. Dev. Director <input type="checkbox"/> Engineer <input type="checkbox"/> Fire Marshal <input type="checkbox"/> Landscape Architect <input type="checkbox"/> Planning & Zoning <input type="checkbox"/> Water & Sewer	7 Copies- Staff Routes to: <input type="checkbox"/> Building / Prop. Manager <input type="checkbox"/> Comm. Dev. Director <input type="checkbox"/> Engineer <input type="checkbox"/> Fire Marshal <input type="checkbox"/> Landscape Architect <input type="checkbox"/> Planning & Zoning <input type="checkbox"/> Water & Sewer	2 Copies- Staff Routes to: <input type="checkbox"/> Comm. Dev. Director <input type="checkbox"/> Landscape Architect

Resubmittals- Each subsequent resubmittal will incur a fee of \$100.

THIS BLOCK RESERVED FOR THE CLERK OF THE SUPERIOR COURT

THE FIELD DATA UPON WHICH THIS MAP OR PLAT IS BASED HAS A CLOSURE PRECISION OF ONE FOOT IN 101,061 FEET, AND AN ANGULAR ERROR OF 02" PER ANGLE POINT, AND WAS ADJUSTED USING COMPASS RULE.

THIS MAP OR PLAT HAS BEEN CALCULATED FOR CLOSURE AND IS FOUND TO BE ACCURATE WITHIN ONE FOOT IN 122,022 FEET. EQUIPMENT USED: ROBOTIC GEOMAX ZOOM 90 & SPECTRA GEOSPATIAL SP85 GPS UNIT

FLOOD NOTES

BASED ON THE INFORMATION SHOWN ON THE FLOOD HAZARD BOUNDARY MAPS FURNISHED BY FEMA, IT IS MY OPINION THAT THE PROPERTY SHOWN HEREON IS OUTSIDE THE 100-YEAR FLOOD HAZARD AREA. PANEL# 13121C0462F DATED 9/18/2013

PARCEL ID# 09F070000270973
N/F MERCHANT CENTERS LLC 'ETAL'
P.B. 360, PG. 93

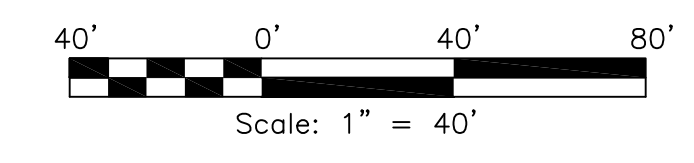
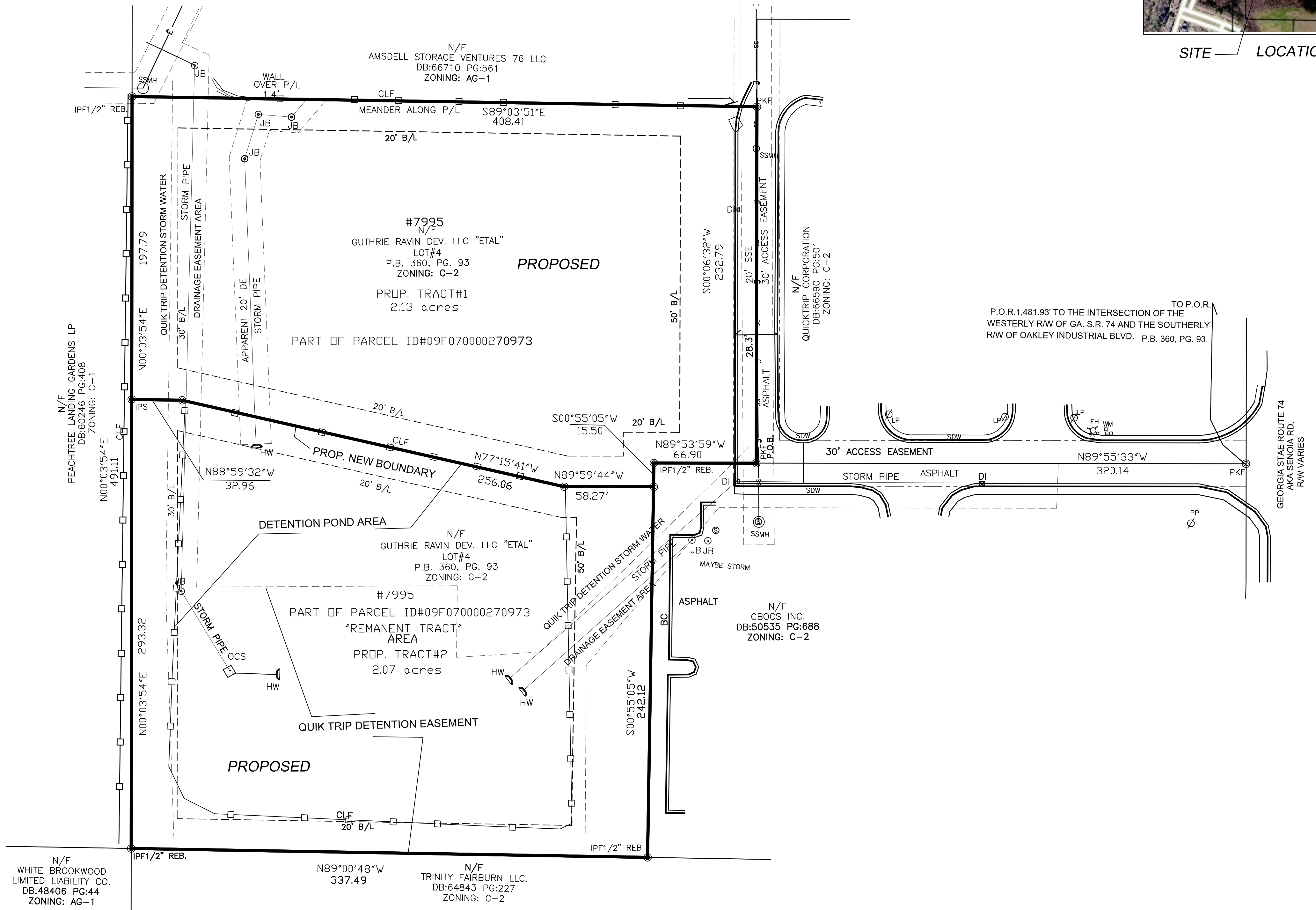
SURVEY ORDERED BY:
RAJ. PATEL
Ph: 404-456-8483

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 COLL. FREE
 1110 METRO ATLANTA
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 THROUGHOUT GEORGIA
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GENERAL NOTES

- TOGETHER WITH ALL EASEMENTS RECORDED OR UNRECORDED.
- LAST DATE OF FIELD SURVEY 10/26/2023
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- "NO CERTIFICATION IS MADE AS TO THE ACCURACY"
- ALL BEARINGS AND DISTANCES WERE MEASURED AND USED.
- THIS SURVEY WAS PREPARED WITHOUT BENEFIT OF A TITLE REPORT WHICH MAY REVEAL ADDITIONAL CONVEYANCES, EASEMENTS OR RIGHTS-OF-WAY NOT SHOWN HEREON.

** PURSUANT TO RULE 180-6.09 OF THE GEORGIA STATE BOARD OF REGISTRATION FOR PROFESSIONAL ENGINEERS AND LAND SURVEYORS, THE TERM "CERTIFY" OR "CERTIFICATION" MEANS TO DECLARE A PROFESSIONAL OPINION REGARDING THOSE FACTS OR FINDINGS AND DOES NOT CONSTITUTE A WARRANTY OR GUARANTEE, EITHER EXPRESSED OR IMPLIED.

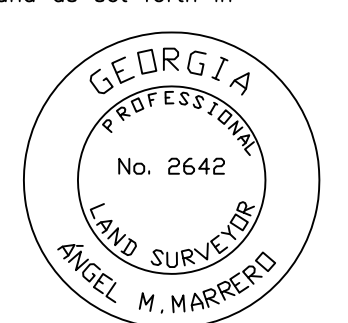


LEGENDS OF SYMBOLS

- P.O.B. POINT OF BEGINNING
- P.O.R. POINT OF REFERENCE
- GM GAS METER/GAS METER
- O.T.P. OPEN TOP PIPE
- O.I.P. IRON PIN FOUND
- C.I.P. CURB AND GUTTER
- P/L PROPERTY LINE
- R/W RIGHT-OF-WAY
- L.L.L. LAND LOT LINE
- CMF CONCRETE MONUMENT FOUND
- POL POINT ON LINE
- B.O.C. BACK OF CURB
- F.N.C. FENCE CORNER
- EP EDGE OF PAVEMENT
- PC PROPERTY CORNER
- LP LIGHT POLE
- WP POWER POLE
- GW GUY WIRE
- JB EXISTING JUNCTION BOX
- WV EXISTING WATER VALVE
- FH EXISTING FIRE HYDRANT
- T.B.M. TEMPORARY BENCH MARK
- B.F.E. BASE FLOOD ELEVATION
- M.F.E. MINIMUM FLOOR ELEVATION
- HW HEADWALL
- SWCB SINGLE WALL CATCH BASIN
- DWCB DOUBLE WALL CATCH BASIN
- OCS OUTLET CONTROL STRUCTURE
- DI DROP INLET
- WM WATER METER
- WATERLINE
- SS SANITARY SEWER LINE
- OV OVERHEAD POWERLINE
- UF UNDERGROUND FIBER OPTICS
- G GASLINE
- LS LANDSCAPING
- PKS (F) PK NAIL SET (FOUND)
- EX-MH EXISTING SANITARY SEWER MANHOLE
- SMH SANITARY SEWER MANHOLE
- S.S.E. SANITARY EASEMENT
- C/O CLEAN-OUT
- FDC FIRE DEPARTMENT CONNECTOR
- CL.F. CHAIN LINK FENCE
- D.E. DRAINAGE EASEMENT
- R.R.E. RAIL ROAD EASEMENT
- H HEIGHT
- HE UNDERGROUND ELECTRIC
- AC AIRCONDITION UNITS

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

Angel M. Marrero
 ANGEL M. MARRERO P.L.S. #2642
 Certified Design Professional # 4479
 12/07/2023

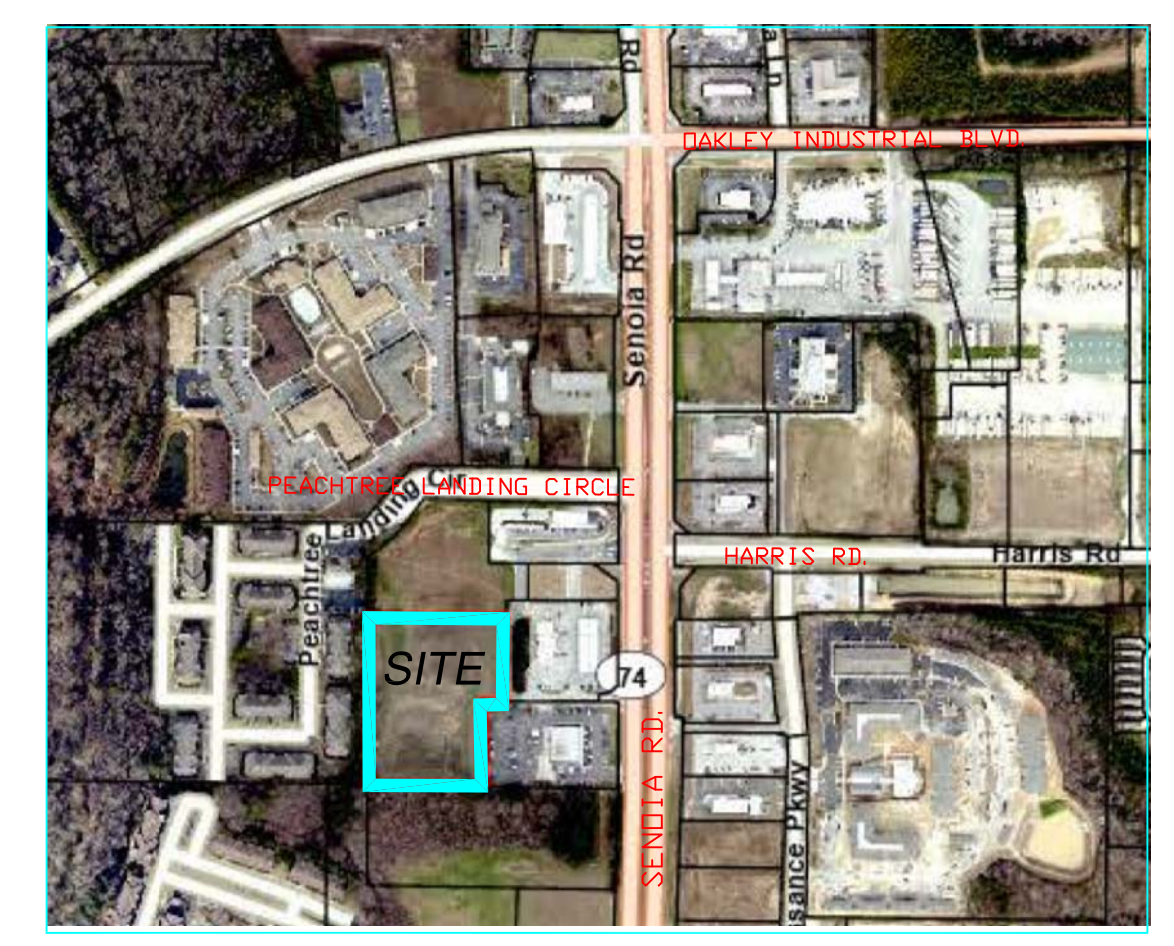


THIS MINOR S/D. NEEDS TO BE APPROVED BY THE LOCAL JURISDICTION

REV.	DESCRIPTION	DATE
1	SOUTHSIDE SURVEYING & PLANNING LSF000831	12/07/2023
MINOR S/D. SURVEY FOR:		
APSLON HOTELS, LLC Land Lot 27 9-F Dist. City of Fairburn, Fulton County, GA		
Drawn By: AMM SR.		Scale: 1"=40'
Dwg No: 2-2310103 MD		Date: 12/07/2023

LEGENDS OF SYMBOLS

- P.O.B. POINT OF BEGINNING
- P.O.R. POINT OF REFERENCE
- GM GAS MARKER/GAS METER
- OTOP OPEN TOP PIPE
- OIPF IRON PIN FOUND
- CUPS CURB AND GUTTER
- C/G PROPERTY LINE
- P/L RIGHT-OF-WAY
- R/W LAND LOT LINE
- L.L.L.L. CONCRETE MONUMENT FOUND
- POL POINT ON LINE
- B.O.C. BACK OF CURB
- FNC FENCE CORNER
- EP EDGE OF PAVEMENT
- PC PROPERTY CORNER
- LP LIGHT POLE
- WP POWER POLE
- GW GUY WIRE
- EW EXISTING WATER VALVE
- HW EXISTING WATER VALVE
- FW EXISTING FIRE HYDRANT
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- DI DROP INLET
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- OVP OVERHEAD POWERLINE
- UPO UNDERGROUND FIBER OPTICS
- LS LANDSCAPING
- PKS (F) PK NAIL SET (FOUND)
- EX-MH EXISTING SANITARY SEWER MANHOLE
- SSMH SANITARY SEWER MANHOLE
- S.S.E. SANITARY EASEMENT
- CLEAN-OUT
- FDC FIRE DEPARTMENT CONNECTOR
- CL.F. CHAIN LINK FENCE
- D.E. DRAINAGE EASEMENT
- R.R.E. RAIL ROAD EASEMENT
- H HEIGHT
- IE UNDERGROUND ELECTRIC
- AC AIRCONDITION UNITS



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IMPERVIOUS SURFACE 1.57 ACRES
TOTAL AREA 2.13 ACRES
74.1% OF THE TOTAL AREA
LS LANDSCAPING

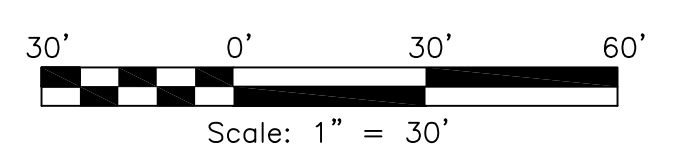
P.O.R. 1,481.93' TO THE INTERSECTION OF THE WESTERLY R/W OF GA. S.R. 74 AND THE SOUTHERLY R/W OF OAKLEY INDUSTRIAL BLVD. P.B. 360, PG. 93

DEVELOPER:
APSILOH HOTELS, LLC
RAJ. PATEL
Ph: 404-456-8483
925 VIRGINIA AVE. SUITE E
HAPEVILLE, GA. 30254

FLOOD NOTES

BASED ON THE INFORMATION SHOWN ON THE FLOOD HAZARD BOUNDARY MAPS FURNISHED BY FEMA, IT IS MY OPINION THAT THE PROPERTY SHOWN HEREON IS OUTSIDE THE 100-YEAR FLOOD HAZARD AREA.
PANEL# 1312100462F DATED 9/18/2013

PARCEL ID# 09F070000270973
N/F MERCHANT CENTERS LLC 'ETAL'
P.B. 360, PG. 93

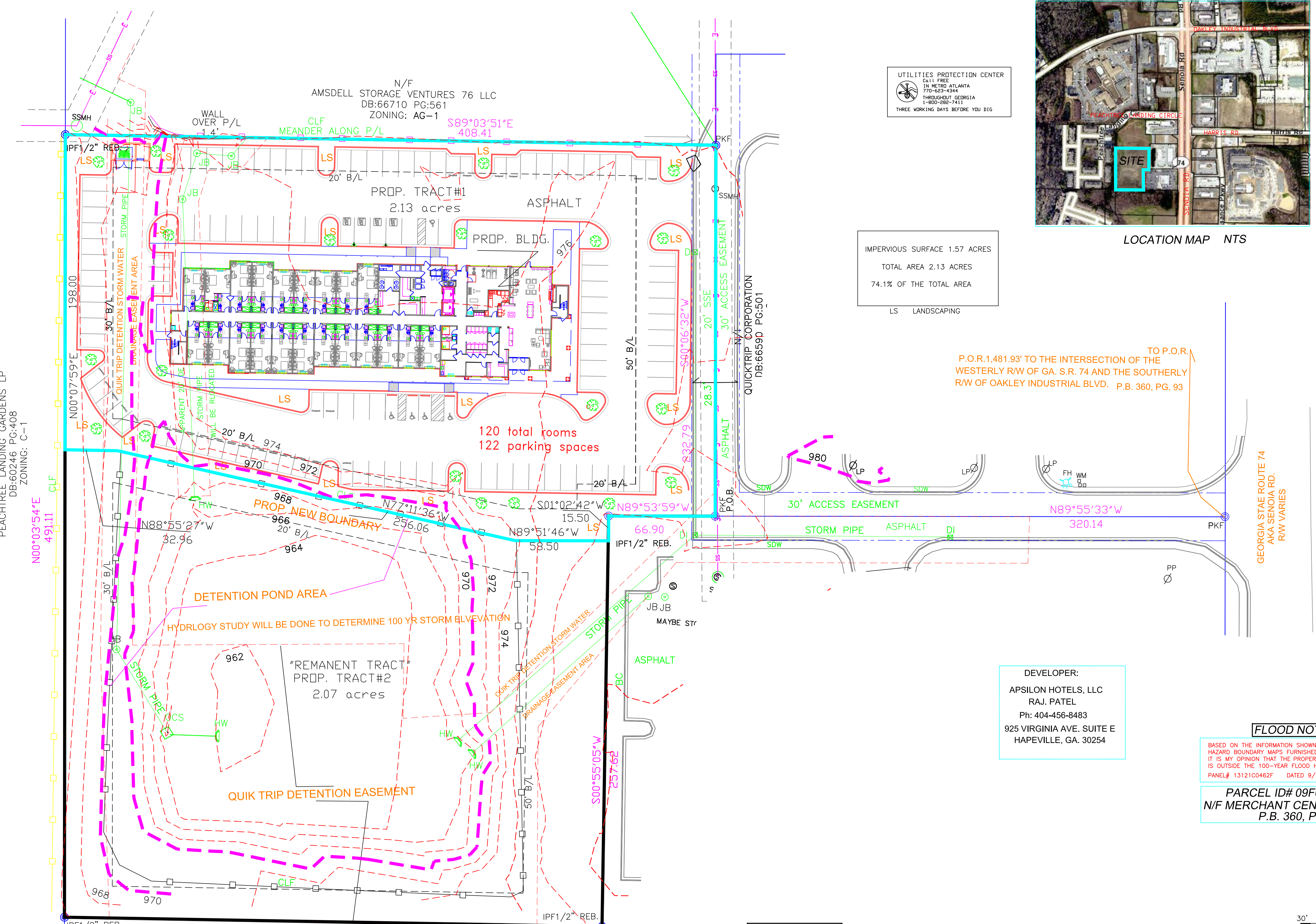


GENERAL NOTES

1. TOGETHER WITH ALL EASEMENTS RECORDED OR UNRECORDED.
2. LAST DATE OF FIELD SURVEY 10/26/2023
3. ALL LINEAR DISTANCES SHOWN ON PLAT SHALL BE HORIZONTAL.
4. INFORMATION REGARDING THE PRESENCE, SIZE, AND LOCATION OF UNDERGROUND UTILITIES IS SHOWN HEREON. THE INFORMATION IS BASED ON THE LOCATION OF ABOVE GROUND APPURTENANCES, AVAILABLE SITE PLANS, AND PAINT PLACED BY UNDERGROUND SERVICES. NO CERTIFICATION IS MADE AS TO THE ACCURACY.
5. ALL BEARINGS AND DISTANCES WERE MEASURED AND USED.
6. THIS SURVEY WAS PREPARED WITHOUT BENEFIT OF A TITLE REPORT WHICH MAY REVEAL ADDITIONAL CONVEYANCES, EASEMENTS OR RIGHTS-OF-WAY NOT SHOWN HEREON.
7. CONTOURS INTERVAL 2 FT.

Angel M. Marrero
ANGEL M. MARRERO P.L.S. #2642 11/09/2023
Certified Design Professional # 4479

CONCEPTUAL SITE PLAN LAYOUT WAS PROVIDED BY ARCHITECT



N/F AMSDELL STORAGE VENTURES 76 LLC
DB:66710 PG:561
ZONING: AG-1

N/F PEACHTREE LANDING GARDENS LP
DB:60246 PG:408
ZONING: C-1

N/F WHITE BROOKWOOD LIMITED LIABILITY CO.
DB:48406 PG:44
ZONING: AG-1

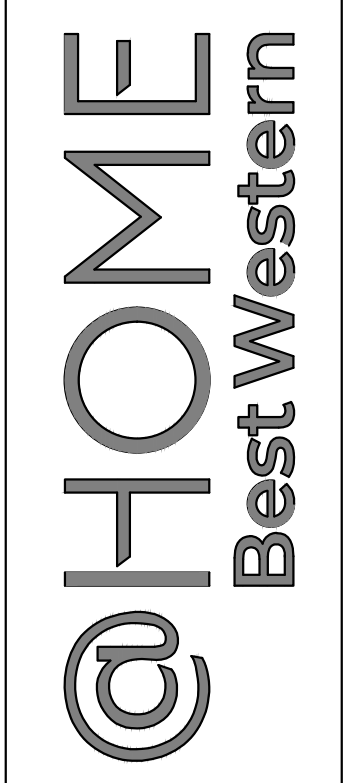
N/F TRINITY FAIRBURN LLC.
DB:64843 PG:227
ZONING: C-2

** PURSUANT TO RULE 180-6.09 OF THE GEORGIA STATE BOARD OF REGISTRATION FOR PROFESSIONAL ENGINEERS AND LAND SURVEYORS, THE TERM "CERTIFY" OR "CERTIFICATION" MEANS TO DECLARE A PROFESSIONAL OPINION REGARDING THOSE FACTS OR FINDINGS AND DOES NOT CONSTITUTE A WARRANTY OR GUARANTEE, EITHER EXPRESSED OR IMPLIED.

REV.	DESCRIPTION	DATE
1	SOUTHSIDE SURVEYING & PLANNING LSF000831	11/09/2023
#155 WESTRIDGE PKWY SUITE 212 MCDONOUGH, GA 30253 Phone: (770) 320-8009 CONCEPTUAL SITE PLAN FOR: APSILOH HOTELS, LLC CITY OF FAIRBURN Land Lot 27 9-F Dist. Fullon County, GA Drawn By: AMM SR. Scale: 1"=30' Dwg No: 2-2310103SP Date: 11/09/2023		

PERMIT SUBMITTAL	xx-xx-23
REVISIONS	DATE
FIELD SET FOR CONSTRUCTION	

FAIRBURN, GEORGIA



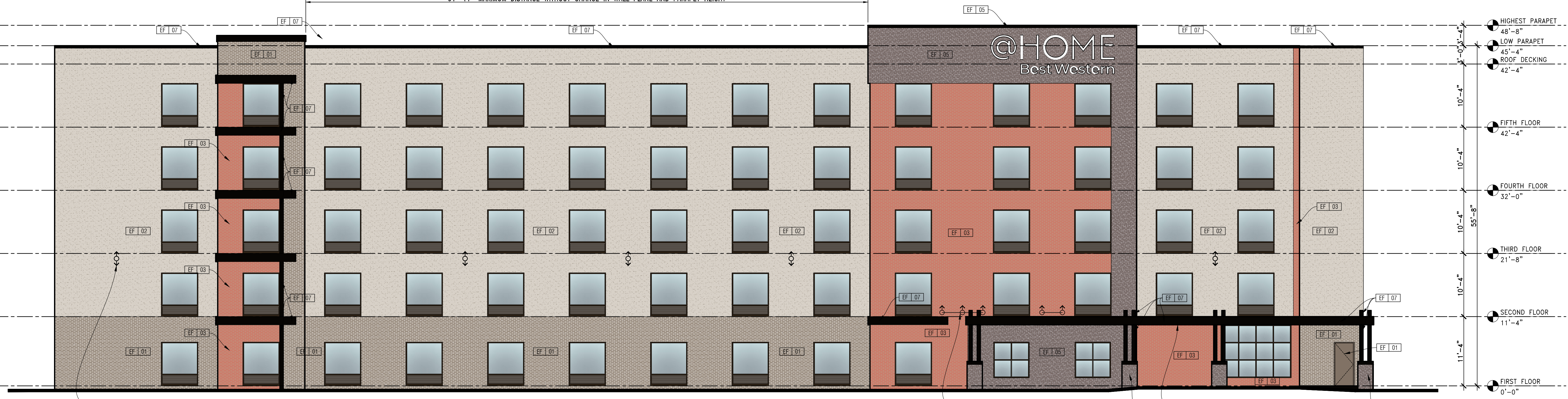
DANIEL LEMBERG - ARCHITECT
 3445 CONCORD CORNER
 CONYERS, GA 30013
 PHONE: 770-922-8322

DRAWN	DLL/TML/NC
DATE	xx-xx-23
JOB NO.	9021
SHEET	

A203

FOR COMMENT

91'-11" MAXIMUM DISTANCE WITHOUT CHANGE IN WALL PLANE AND PARAPET HEIGHT



TYPICAL:
 BRAND UPLIGHTS ON BUILDING AT 10'
 AFF OF 3RD FLOOR
 Fixture A:
 Type: 8" Architectural Tube Up/Down.
 MFG: WAC Lighting
 Model: DS-WD08-S30S-BK

TYPICAL:
 BRAND UPLIGHTS ON BUILDING AT 8'
 AFF OF 2ND FLOOR
 Fixture B:
 Type: Linear Wall Washer.
 MFG: Core Architectural Lighting
 Model: LW-MN-40-30K-40-ETB-24
 ADLV Asymmetric Louver Accessory

SEE A601 FOR LIGHT LOCATIONS UNDER CANOPY
 Fixture C:
 Type: 12" Ceiling Mount.
 MFG: WAC Lighting
 Model: FM-W2612-BK

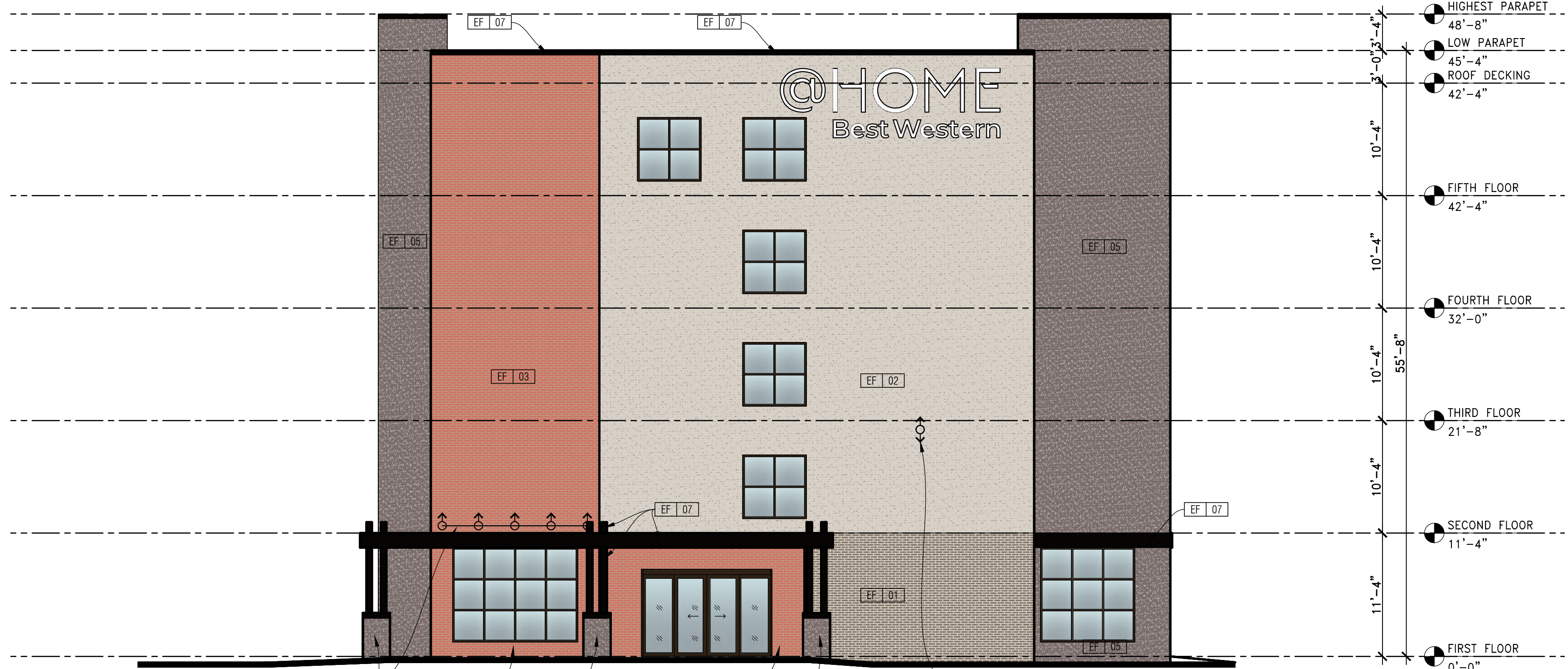
1 LEFT ELEVATION
 SCALE: 1/8" = 1'-0"

NOTES

- COLORS ARE TO BE SELECTED BY OWNER AND SUBMITTED FOR APPROVAL. @ HOME HAS SEVERAL PRE-APPROVED COLOR SCHEMES AVAILABLE.
- ALL COLOR CHANGES ARE TO OCCUR AT INSIDE CORNERS ONLY. NO EXCEPTIONS ALLOWED.
- NOTES ON THIS PLAN ARE TO BE CONSIDERED TYPICAL FOR ALL EXTERIOR ELEVATIONS.
- MECHANICAL LOUVERS ARE TO BE FINISHED/PAINTED TO MATCH THE MATERIALS THEY ARE MOUNTED IN.
- ALL EXPOSED CAULKING MUST MATCH THE COLOR OF THE MATERIALS TO WHICH THEY ARE ADHERED TO OR SEALING. IF TWO COLORS ARE JOINED, THE CAULKING WILL MATCH THE LARGER SECTION OF COLOR FIRST (SUCH AS EIFS), UNLESS THE LARGER SECTION COLOR HAS NATURAL VARIANCES (SUCH AS STONE AND BRICK). CUSTOM COLOR MATCHING WOULD TYPICALLY BE REQUIRED.
- ALL E.F.I.S. THICKNESS IS FROM THE SHEATHING OUT.
- ALL VERTICAL E.F.I.S. JOINTS TO BE 3/4" VEE CONTROL JOINTS.
- PROVIDE EXPANSION JOINTS AS NEEDED.
- EIFS MANUFACTURE HAS BEEN DEFINED TO PROVIDE A REFERENCE TO FINISH STYLE/TEXTURE DEFINED. ALTERNATE MANUFACTURER'S WILL BE ALLOWED.

EXTERIOR FINISH LEGEND

EF 01	COLUMBUS BRICK - PHENIX CITY, AL PLANT -SIZE: Queen Size -COLOR: Mosswood -MORTAR = SpecMix SM250 Antique White	
EF 02	COLUMBUS BRICK - PHENIX CITY, AL PLANT -SIZE: Queen Size -COLOR: Magnolia Bay -MORTAR = SpecMix SM250 Antique White	
EF 03	BRICK - AUGUSTA, GA PLANT -SIZE: Queen Size -COLOR: Canvas Classic -MORTAR = SpecMix SM620 Tangerine	
EF 04	GENERAL SHALE BRICK - AUGUSTA, GA PLANT -SIZE: Modular Size (C652) -COLOR: Stone Mountain -MORTAR = SpecMix SM600 Dark Brown	
EF 05	GENERAL SHALE BRICK - AUGUSTA, GA PLANT -SIZE: Modular Size (C652) -COLOR: Stone Mountain -MORTAR = SpecMix SM600 Dark Brown	
EF 06	WINDOW FRAMES, DOOR FRAMES -COLOR: Dark Bronze	
EF 07	METALS, ACCENTS -COLOR: Black	



TYPICAL:
 BRAND UPLIGHTS ON BUILDING AT 8'
 AFF OF 2ND FLOOR
 Fixture B:
 Type: Linear Wall Washer.
 MFG: Core Architectural Lighting
 Model: LW-MN-40-30K-40-ETB-24
 ADLV Asymmetric Louver Accessory

TYPICAL:
 BRAND UPLIGHTS ON BUILDING AT 10'
 BFF OF 3RD FLOOR
 Fixture A:
 Type: 8" Architectural Tube Up/Down.
 MFG: WAC Lighting
 Model: DS-WD08-S30S-BK

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

ALL DRAWINGS ARE THE INTELLECTUAL PROPERTY OF DANIEL L. LEMBERG

PERMIT SUBMITTAL	xx-xx-23
REVISIONS	DATE
FIELD SET FOR CONSTRUCTION	

FAIRBURN, GEORGIA

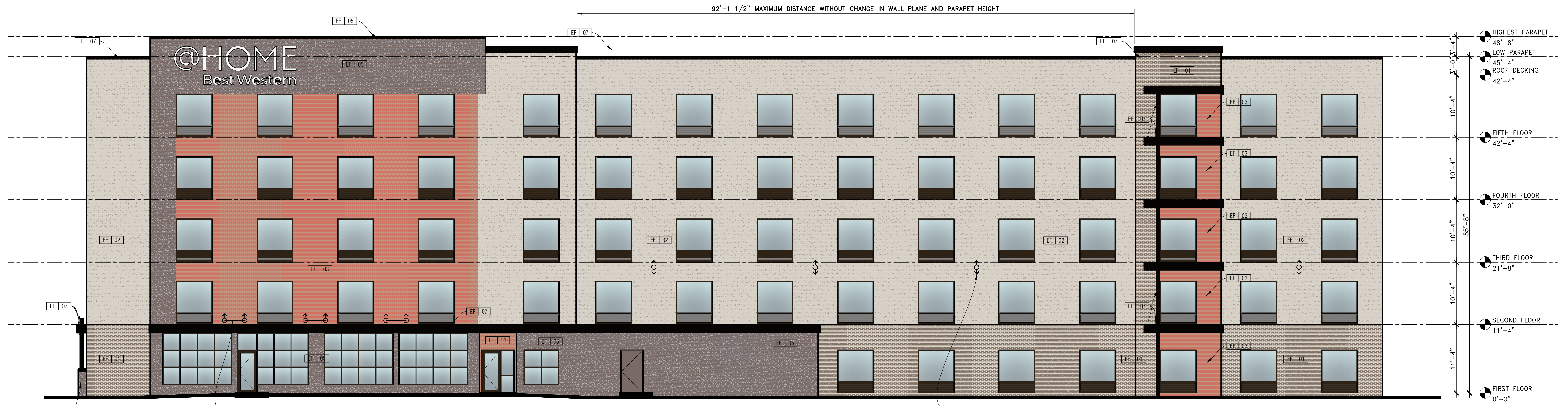


DANIEL LEMBERG - ARCHITECT
 3445 CONCORD CORNER
 CONYERS, GA 30013
 PHONE: 770-922-8322

DRAWN	DLL/TML/NC
DATE	xx-xx-23
JOB NO.	9021
SHEET	

A204

FOR COMMENT



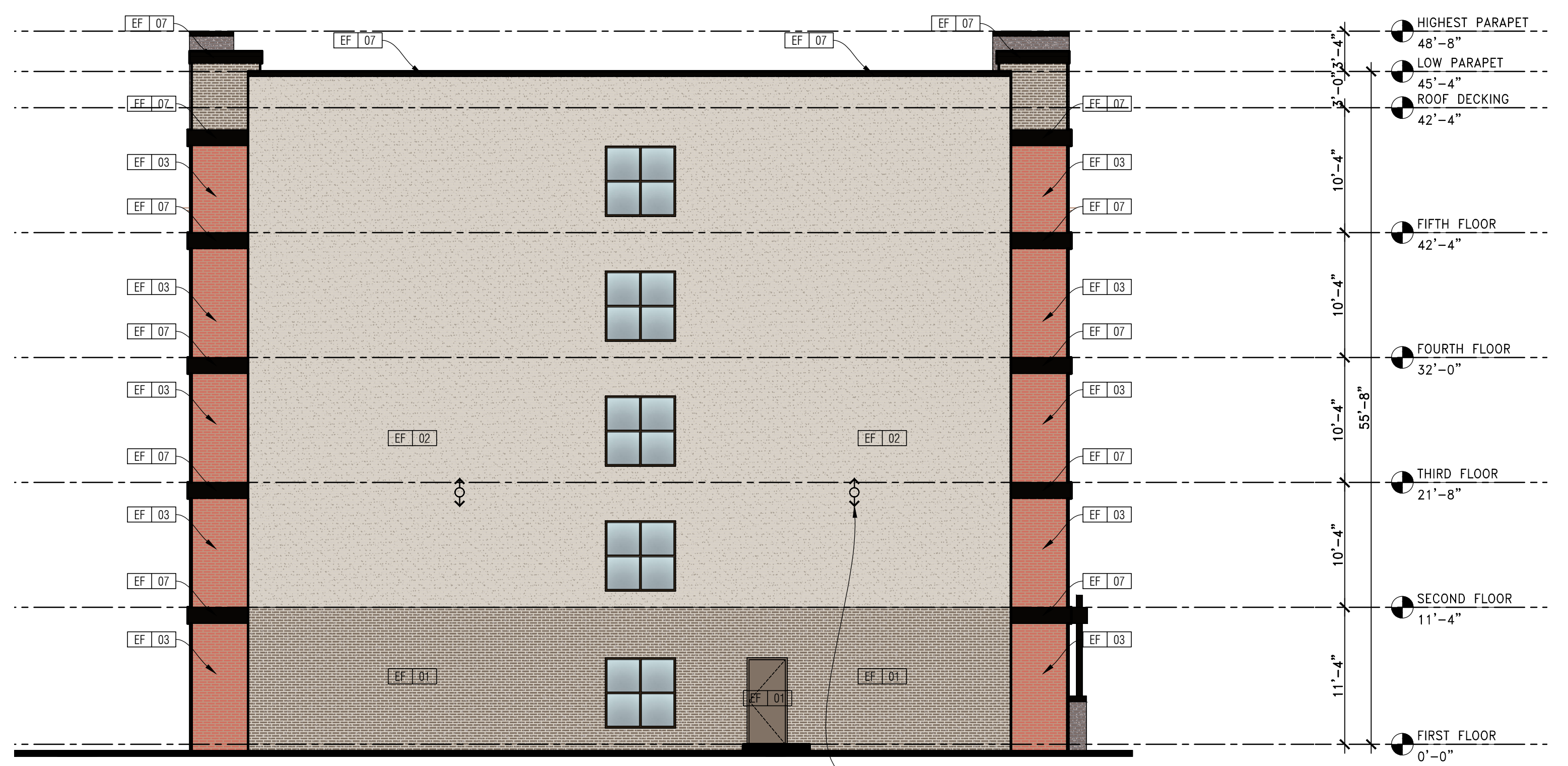
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 BRAND UPLIGHTS ON BUILDING AT 8'
 AFF OF 2ND FLOOR
 Fixture B:
 Type: Linear Wall Washer,
 MFG: Core Architectural Lighting
 Model: LW-MN-40-30K-40-ETB-24
 ADLV Asymmetric Louver Accessory

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

TYPICAL:
 BRAND UPLIGHTS ON BUILDING AT 10'
 BFF OF 3RD FLOOR
 Fixture A:
 Type: 8" Architectural Tube Up/Down,
 MFG: WAC Lighting
 Model: DS-WD08-S30S-BK

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EF 07	METALS, ACCENTS -COLOR: Black



TYPICAL:
 BRAND UPLIGHTS ON BUILDING AT 10'
 BFF OF 3RD FLOOR
 Fixture A:
 Type: 8" Architectural Tube Up/Down,
 MFG: WAC Lighting
 Model: DS-WD08-S30S-BK

2 BACK ELEVATION
 SCALE: 1/8" = 1'-0"

ALL DRAWINGS ARE THE INTELLECTUAL PROPERTY OF DANIEL L. LEMBERG



CITY OF FAIRBURN
PLANNING AND ZONING COMMISSION

AGENDA ITEM

To: Planning and Zoning Commission

From: Chancellor Felton, Planner

Date: February 6, 2024

Agenda Item: New Chick-fil-A – 0 (8032) Senoia Road [Parcel ID: 09F020100121238] – Request to review the subdivision plat.

Agent/Applicant/Petitioner Information

Applicant: Nate Fuss, Bohler Engineering

Property Owner: SCP Ren Park Owner, LLC

Background

The site is located at 0 (8032) Senoia Road between the Fairburn Commons Shopping Center and the Fairburn Park-and-Ride. The site is currently zoned C-2 (General Commercial) and is located in the Georgia Highway 74 Overlay District. The site is approximately 2.63 acres.

Discussion

The applicant is proposing a subdivision of the site into two sites: Tract 1 and Tract 2. Tract 1 is 14.02 acres and will remain as is. Tract 2 is 2.63 acres and will be developed into a drive-through restaurant. An accurate, up-to-date, and certified survey is included. The subdivision plat meets the setback requirements of the Highway 74 Overlay District.

The subdivision plat includes buffer easements, utilities, and other required infrastructure.

It is worth noting that the applicant has concurrently submitted a request to review this subdivision plat and a concept plan.

Staff Recommendations

Staff recommends **APPROVAL** of the subdivision plat with the following condition:

- Any significant modifications as determined by Staff to the approved subdivision plat would necessitate a further review by the Planning and Zoning Commission.

Attachments:

- Site Pictures
- Application
- Current Survey and Proposed Subdivision

SITE PICTURES



Eastern viewpoint



Southern viewpoint

Northern viewpoint



Western viewpoint





CITY OF FAIRBURN

Planning & Zoning Department

Subdivision Plat/ Plan Review- Submittal Form

Submittal Date: 09/21/2023

Deadline: _____
(Minimum 5 weeks prior to P & Z Commission meeting)

PROJECT INFORMATION

Project Name: Chick-fil-A Fairburn
 Address/Location of Project: Senoia Rd and Renaissance Pkwy
 Access to Property: Renaissance Pkwy
 Tax Parcel ID #: 09F020100121238 (Parcel to be subdivided) Size of Project: 2.63 ac
 Zoning: C-2 General Commercial No. of Lots (if applicable): _____
 Zoning & Use of Adjacent Properties: C-2 and RM-36: Commercial and multi-family

Narrative/ Description for use of property/project (attach additional pages as necessary to provide greater detail):

Chick-fil-A is proposing to develop a +/-6,240 SF fas food restaurant with a drive-thru. Additional proposed improvements include site landscaping, sidewalks, parking, bicycle racks, and an outdoor dining area. The site will have access to the public ROW off of Renaissance Parkway.

CONTACT INFORMATION

Company Name: Bohler Engineering
 Contact Person: Nate Fuss and Joel DelliCarpini
 Mailing Address: 211 Perimeter Center Pkwy NE, Suite 425, Atlanta, GA 30346
 Phone: 678-695-6800 Fax: _____
 Email Address: nfuss@bohlereng.com and jdellicarpini@bohlereng.com

UTILITY SERVICE PROVIDERS

Water: City of Fairburn Sewer: City of Fairburn Electric: City of Fairburn
 Gas: Southern Company Gas Cable: AT&T Other: _____

Concept Plat	Preliminary Plat	Construction Plans	Final Plat	If Applicable-Landscape Plan
<input type="checkbox"/> 1 st Submittal \$440 + \$3/lot <input type="checkbox"/> Resubmittal*	<input checked="" type="checkbox"/> 1 st Submittal \$460 + \$4/lot <input type="checkbox"/> Resubmittal*	<input type="checkbox"/> 1 st Submittal \$600 + \$8/lot <input type="checkbox"/> Resubmittal*	<input type="checkbox"/> 1 st Submittal \$300 + \$3/lot <input type="checkbox"/> Resubmittal*	<input type="checkbox"/> 1 st Submittal \$400 + \$5/lot <input type="checkbox"/> Resubmittal*
7 Copies- Staff Routes to: <input type="checkbox"/> Building/Prop. Manager <input type="checkbox"/> Engineer <input type="checkbox"/> Landscape Architect <input type="checkbox"/> Comm. Dev. Director <input type="checkbox"/> Fire Marshal <input type="checkbox"/> Planning & Zoning <input type="checkbox"/> Water & Sewer	7 Copies- Staff Routes to: <input type="checkbox"/> Building/Prop. Manager <input type="checkbox"/> Engineer <input type="checkbox"/> Landscape Architect <input type="checkbox"/> Comm. Dev. Director <input type="checkbox"/> Fire Marshal <input type="checkbox"/> Planning & Zoning <input type="checkbox"/> Water & Sewer	7 Copies- Staff Routes to: <input type="checkbox"/> Building/Prop. Manager <input type="checkbox"/> Engineer <input type="checkbox"/> Landscape Architect <input type="checkbox"/> Comm. Dev. Director <input type="checkbox"/> Fire Marshal <input type="checkbox"/> Planning & Zoning <input type="checkbox"/> Water & Sewer	7 Copies- Staff Routes to: <input type="checkbox"/> Building/ Prop. Manager <input type="checkbox"/> Engineer <input type="checkbox"/> Landscape Architect <input type="checkbox"/> Comm. Dev. Director <input type="checkbox"/> Fire Marshal <input type="checkbox"/> Planning & Zoning <input type="checkbox"/> Water & Sewer	2 Copies- Staff Routes to: <input type="checkbox"/> Engineer <input type="checkbox"/> Landscape Architect

** Resubmittals- Each subsequent resubmittal will incur a fee of \$200.*

DEVELOPER:
CHICK-FIL-A, INC.
5200 BUFFINGTON RD.
ATLANTA, GA 30349
PHONE: 404-765-8000
WWW.CHICK-FIL-A.COM

DESIGN ENGINEER:
BOHLER
211 PERIMETER CENTER PKWY NE
SUITE 425
ATLANTA, GA 30346
PHONE: 678-695-6800
EMAIL: GA@BohlerEng.com

RESERVED FOR OFFICIAL USE ONLY

SCOPE OF WORK

THE PURPOSE OF THIS PROJECT IS TO SUBDIVIDE
ALREADY EXISTING TAX PARCEL ID#
09F020100121238 INTO TWO SUBSEQUENT TRACTS.

APPROVAL:

THIS FINAL PLAT HAS BEEN PREPARED IN ACCORDANCE WITH THE
APPROVED CONSTRUCTION PLANS, DEVELOPMENT CODES, AND ORDINANCES
OF THE CITY AND HAS BEEN APPROVED BY THE CITY FOR RECORDING IN
THE OFFICE OF THE CLERK OF THE SUPERIOR COURT OF FULTON COUNTY.

CITY ENGINEER _____ DATE _____
CITY CLERK _____ DATE _____
MAYOR CITY ADMINISTRATOR _____ DATE _____

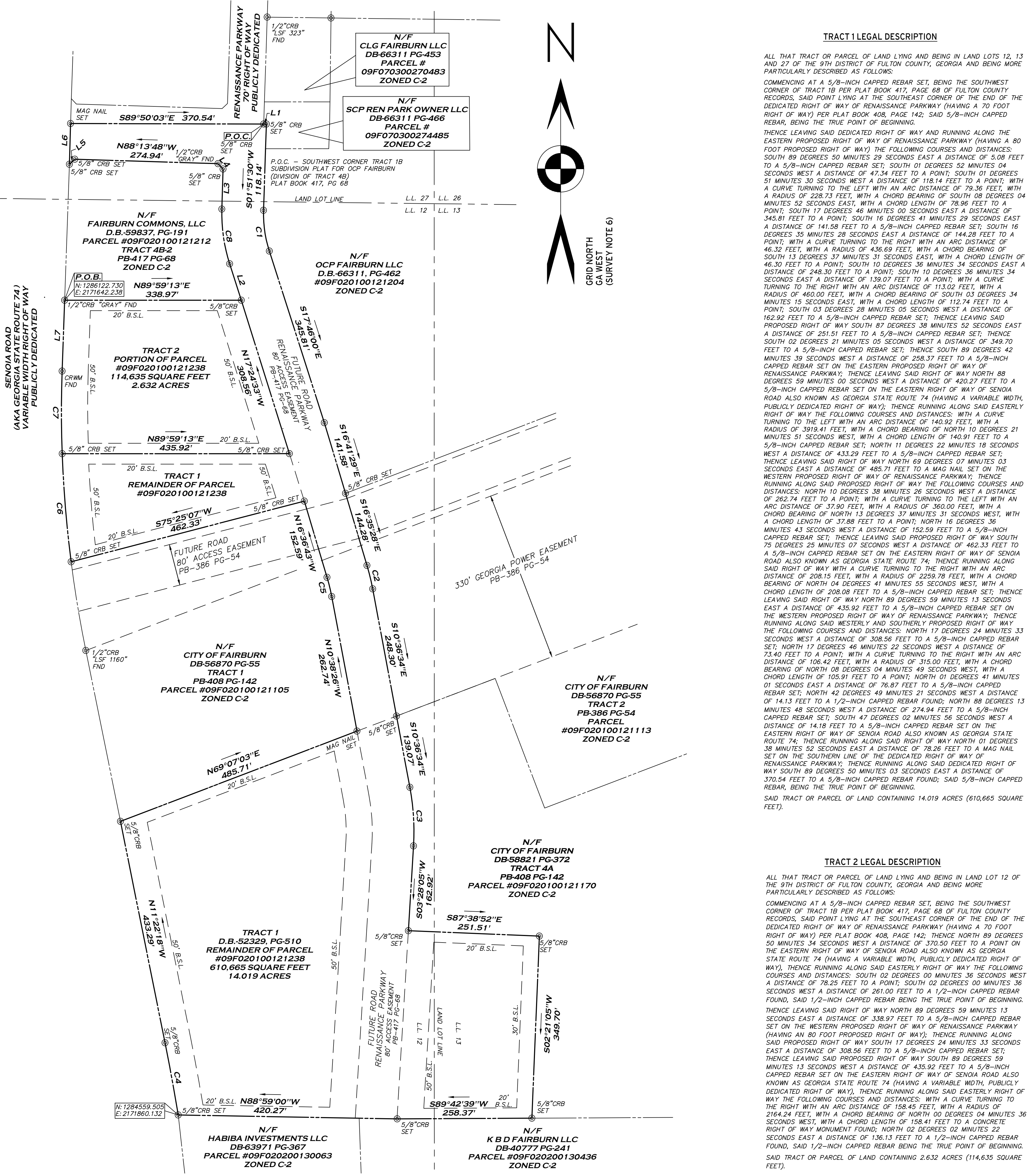
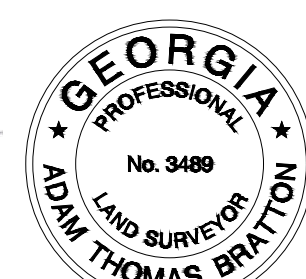


FEMA MAP (NTS)

SURVEYOR'S CERTIFICATION

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

ADAM T. BRATTON
DATE OF PLAT OR MAP: AUGUST 10, 2023



TRACT 1 LEGAL DESCRIPTION

ALL THAT TRACT OR PARCEL OF LAND LYING AND BEING IN LAND LOTS 12, 13 AND 27 OF THE 9TH DISTRICT OF FULTON COUNTY, GEORGIA AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT A 5/8-INCH CAPPED REBAR SET, BEING THE SOUTHWEST CORNER OF TRACT 1B PER PLAT BOOK 417, PAGE 68 OF FULTON COUNTY RECORDS, SAID POINT LYING AT THE SOUTHEAST CORNER OF THE END OF THE DEDICATED RIGHT OF WAY OF RENAISSANCE PARKWAY (HAVING A 70 FOOT RIGHT OF WAY) PER PLAT BOOK 408, PAGE 142; SAID 5/8-INCH CAPPED REBAR, BEING THE TRUE POINT OF BEGINNING.

THENCE LEAVING SAID DEDICATED RIGHT OF WAY AND RUNNING ALONG THE EASTERN PROPOSED RIGHT OF WAY OF RENAISSANCE PARKWAY (HAVING A 80 FOOT PROPOSED RIGHT OF WAY) THE FOLLOWING COURSES AND DISTANCES: SOUTH 89 DEGREES 50 MINUTES 03 SECONDS EAST A DISTANCE OF 370.54 FEET TO A 5/8-INCH CAPPED REBAR SET; SOUTH 01 DEGREES 52 MINUTES 04 SECONDS WEST A DISTANCE OF 47.34 FEET TO A POINT; SOUTH 01 DEGREES 51 MINUTES 30 SECONDS WEST A DISTANCE OF 118.14 FEET TO A POINT; WITH A CURVE TURNING TO THE LEFT WITH AN ARC DISTANCE OF 79.36 FEET, WITH A RADIUS OF 228.73 FEET, WITH A CHORD BEARING OF SOUTH 08 DEGREES 04 MINUTES 52 SECONDS EAST, WITH A CHORD LENGTH OF 78.96 FEET TO A POINT; SOUTH 17 DEGREES 46 MINUTES 00 SECONDS EAST A DISTANCE OF 345.81 FEET TO A POINT; SOUTH 16 DEGREES 41 MINUTES 29 SECONDS EAST A DISTANCE OF 141.58 FEET TO A 5/8-INCH CAPPED REBAR SET; SOUTH 16 DEGREES 35 MINUTES 28 SECONDS EAST A DISTANCE OF 144.28 FEET TO A POINT; WITH A CURVE TURNING TO THE RIGHT WITH AN ARC DISTANCE OF 46.32 FEET, WITH A RADIUS OF 436.69 FEET, WITH A CHORD BEARING OF SOUTH 13 DEGREES 37 MINUTES 31 SECONDS EAST, WITH A CHORD LENGTH OF 46.30 FEET TO A POINT; SOUTH 10 DEGREES 36 MINUTES 34 SECONDS EAST A DISTANCE OF 248.30 FEET TO A POINT; SOUTH 10 DEGREES 36 MINUTES 34 SECONDS EAST A DISTANCE OF 139.07 FEET TO A POINT; WITH A CURVE TURNING TO THE RIGHT WITH AN ARC DISTANCE OF 113.02 FEET, WITH A RADIUS OF 460.00 FEET, WITH A CHORD BEARING OF SOUTH 03 DEGREES 34 MINUTES 15 SECONDS EAST, WITH A CHORD LENGTH OF 112.74 FEET TO A POINT; SOUTH 03 DEGREES 28 MINUTES 05 SECONDS WEST A DISTANCE OF 162.92 FEET TO A 5/8-INCH CAPPED REBAR SET; THENCE LEAVING SAID PROPOSED RIGHT OF WAY SOUTH 87 DEGREES 38 MINUTES 52 SECONDS EAST A DISTANCE OF 251.51 FEET TO A 5/8-INCH CAPPED REBAR SET; THENCE SOUTH 02 DEGREES 21 MINUTES 05 SECONDS WEST A DISTANCE OF 349.70 FEET TO A 5/8-INCH CAPPED REBAR SET; THENCE SOUTH 89 DEGREES 42 MINUTES 39 SECONDS WEST A DISTANCE OF 258.37 FEET TO A 5/8-INCH CAPPED REBAR SET ON THE EASTERN PROPOSED RIGHT OF WAY OF RENAISSANCE PARKWAY; THENCE SOUTH 89 DEGREES 42 MINUTES 39 SECONDS WEST A DISTANCE OF 420.27 FEET TO A 5/8-INCH CAPPED REBAR SET ON THE EASTERN RIGHT OF WAY OF SENOIA ROAD ALSO KNOWN AS GEORGIA STATE ROUTE 74 (HAVING A VARIABLE WIDTH, PUBLICLY DEDICATED RIGHT OF WAY); THENCE RUNNING ALONG SAID EASTERLY RIGHT OF WAY THE FOLLOWING COURSES AND DISTANCES: WITH A CURVE TURNING TO THE LEFT WITH AN ARC DISTANCE OF 140.92 FEET, WITH A RADIUS OF 3919.41 FEET, WITH A CHORD BEARING OF NORTH 10 DEGREES 21 MINUTES 51 SECONDS WEST, WITH A CHORD LENGTH OF 140.91 FEET TO A 5/8-INCH CAPPED REBAR SET; NORTH 11 DEGREES 22 MINUTES 18 SECONDS WEST A DISTANCE OF 433.29 FEET TO A 5/8-INCH CAPPED REBAR SET; THENCE LEAVING SAID RIGHT OF WAY NORTH 89 DEGREES 59 MINUTES 13 SECONDS EAST A DISTANCE OF 485.71 FEET TO A MAG NAIL SET ON THE WESTERN PROPOSED RIGHT OF WAY OF RENAISSANCE PARKWAY; THENCE RUNNING ALONG SAID WESTERLY PROPOSED RIGHT OF WAY THE FOLLOWING COURSES AND DISTANCES: NORTH 10 DEGREES 38 MINUTES 28 SECONDS WEST A DISTANCE OF 282.74 FEET TO A POINT; WITH A CURVE TURNING TO THE LEFT WITH AN ARC DISTANCE OF 37.80 FEET, WITH A RADIUS OF 360.00 FEET, WITH A CHORD BEARING OF NORTH 13 DEGREES 37 MINUTES 31 SECONDS WEST, WITH A CHORD LENGTH OF 37.80 FEET TO A POINT; NORTH 16 DEGREES 36 MINUTES 43 SECONDS WEST A DISTANCE OF 152.59 FEET TO A 5/8-INCH CAPPED REBAR SET; THENCE LEAVING SAID PROPOSED RIGHT OF WAY SOUTH 75 DEGREES 25 MINUTES 07 SECONDS WEST A DISTANCE OF 462.33 FEET TO A 5/8-INCH CAPPED REBAR SET ON THE EASTERN RIGHT OF WAY OF SENOIA ROAD ALSO KNOWN AS GEORGIA STATE ROUTE 74; THENCE RUNNING ALONG SAID RIGHT OF WAY WITH A CURVE TURNING TO THE RIGHT WITH AN ARC DISTANCE OF 208.15 FEET, WITH A RADIUS OF 2259.78 FEET, WITH A CHORD BEARING OF NORTH 04 DEGREES 41 MINUTES 55 SECONDS WEST, WITH A CHORD LENGTH OF 208.08 FEET TO A 5/8-INCH CAPPED REBAR SET; THENCE LEAVING SAID RIGHT OF WAY NORTH 89 DEGREES 59 MINUTES 13 SECONDS EAST A DISTANCE OF 435.92 FEET TO A 5/8-INCH CAPPED REBAR SET ON THE WESTERN PROPOSED RIGHT OF WAY OF RENAISSANCE PARKWAY; THENCE RUNNING ALONG SAID WESTERLY PROPOSED RIGHT OF WAY THE FOLLOWING COURSES AND DISTANCES: NORTH 17 DEGREES 24 MINUTES 33 SECONDS WEST A DISTANCE OF 308.56 FEET TO A 5/8-INCH CAPPED REBAR SET; NORTH 17 DEGREES 46 MINUTES 22 SECONDS WEST A DISTANCE OF 73.40 FEET TO A POINT; WITH A CURVE TURNING TO THE RIGHT WITH AN ARC DISTANCE OF 106.42 FEET, WITH A RADIUS OF 315.00 FEET, WITH A CHORD BEARING OF NORTH 08 DEGREES 04 MINUTES 49 SECONDS WEST, WITH A CHORD LENGTH OF 105.91 FEET TO A POINT; NORTH 01 DEGREES 41 MINUTES 01 SECONDS EAST A DISTANCE OF 76.87 FEET TO A 5/8-INCH CAPPED REBAR SET; NORTH 42 DEGREES 49 MINUTES 21 SECONDS WEST A DISTANCE OF 14.13 FEET TO A 1/2-INCH CAPPED REBAR FOUND; NORTH 88 DEGREES 13 MINUTES 48 SECONDS WEST A DISTANCE OF 274.94 FEET TO A 5/8-INCH CAPPED REBAR SET; SOUTH 47 DEGREES 02 MINUTES 56 SECONDS WEST A DISTANCE OF 14.18 FEET TO A 5/8-INCH CAPPED REBAR SET ON THE EASTERN RIGHT OF WAY OF SENOIA ROAD ALSO KNOWN AS GEORGIA STATE ROUTE 74; THENCE RUNNING ALONG SAID RIGHT OF WAY NORTH 01 DEGREES 38 MINUTES 52 SECONDS EAST A DISTANCE OF 78.26 FEET TO A MAG NAIL SET ON THE SOUTHERN LINE OF THE DEDICATED RIGHT OF WAY OF RENAISSANCE PARKWAY; THENCE RUNNING ALONG SAID DEDICATED RIGHT OF WAY SOUTH 89 DEGREES 50 MINUTES 03 SECONDS EAST A DISTANCE OF 370.54 FEET TO A 5/8-INCH CAPPED REBAR FOUND; SAID 5/8-INCH CAPPED REBAR, BEING THE TRUE POINT OF BEGINNING.

TRACT 2 LEGAL DESCRIPTION

ALL THAT TRACT OR PARCEL OF LAND LYING AND BEING IN LAND LOT 12 OF THE 9TH DISTRICT OF FULTON COUNTY, GEORGIA AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT A 5/8-INCH CAPPED REBAR SET, BEING THE SOUTHWEST CORNER OF TRACT 1B PER PLAT BOOK 417, PAGE 68 OF FULTON COUNTY RECORDS, SAID POINT LYING AT THE SOUTHEAST CORNER OF THE END OF THE DEDICATED RIGHT OF WAY OF RENAISSANCE PARKWAY (HAVING A 70 FOOT RIGHT OF WAY) PER PLAT BOOK 408, PAGE 142; THENCE NORTH 89 DEGREES 50 MINUTES 34 SECONDS WEST A DISTANCE OF 370.54 FEET TO A POINT ON THE EASTERN RIGHT OF WAY OF SENOIA ROAD ALSO KNOWN AS GEORGIA STATE ROUTE 74 (HAVING A VARIABLE WIDTH, PUBLICLY DEDICATED RIGHT OF WAY); THENCE RUNNING ALONG SAID EASTERLY RIGHT OF WAY THE FOLLOWING COURSES AND DISTANCES: WITH A CURVE TURNING TO THE RIGHT WITH AN ARC DISTANCE OF 158.45 FEET, WITH A RADIUS OF 2164.24 FEET, WITH AN ARC BEARING OF NORTH 00 DEGREES 04 MINUTES 36 SECONDS WEST, WITH A CHORD LENGTH OF 158.41 FEET TO A CONCRETE RIGHT OF WAY MONUMENT FOUND; NORTH 02 DEGREES 02 MINUTES 22 SECONDS EAST A DISTANCE OF 136.13 FEET TO A 1/2-INCH CAPPED REBAR FOUND, SAID 1/2-INCH CAPPED REBAR BEING THE TRUE POINT OF BEGINNING.

THENCE LEAVING SAID RIGHT OF WAY NORTH 89 DEGREES 59 MINUTES 13 SECONDS EAST A DISTANCE OF 338.97 FEET TO A 5/8-INCH CAPPED REBAR SET ON THE WESTERN PROPOSED RIGHT OF WAY OF RENAISSANCE PARKWAY (HAVING AN 80 FOOT PROPOSED RIGHT OF WAY); THENCE RUNNING ALONG SAID PROPOSED RIGHT OF WAY SOUTH 17 DEGREES 24 MINUTES 33 SECONDS EAST A DISTANCE OF 308.56 FEET TO A 5/8-INCH CAPPED REBAR SET; THENCE LEAVING SAID PROPOSED RIGHT OF WAY SOUTH 89 DEGREES 59 MINUTES 13 SECONDS WEST A DISTANCE OF 435.92 FEET TO A 5/8-INCH CAPPED REBAR SET ON THE EASTERN RIGHT OF WAY OF SENOIA ROAD ALSO KNOWN AS GEORGIA STATE ROUTE 74 (HAVING A VARIABLE WIDTH, PUBLICLY DEDICATED RIGHT OF WAY); THENCE RUNNING ALONG SAID EASTERLY RIGHT OF WAY THE FOLLOWING COURSES AND DISTANCES: SOUTH 02 DEGREES 00 MINUTES 36 SECONDS WEST A DISTANCE OF 261.00 FEET TO A 1/2-INCH CAPPED REBAR FOUND, SAID 1/2-INCH CAPPED REBAR BEING THE TRUE POINT OF BEGINNING.

THENCE LEAVING SAID RIGHT OF WAY NORTH 89 DEGREES 59 MINUTES 13 SECONDS EAST A DISTANCE OF 338.97 FEET TO A 5/8-INCH CAPPED REBAR SET ON THE WESTERN PROPOSED RIGHT OF WAY OF RENAISSANCE PARKWAY (HAVING AN 80 FOOT PROPOSED RIGHT OF WAY); THENCE RUNNING ALONG SAID PROPOSED RIGHT OF WAY SOUTH 17 DEGREES 24 MINUTES 33 SECONDS EAST A DISTANCE OF 308.56 FEET TO A 5/8-INCH CAPPED REBAR SET; THENCE LEAVING SAID PROPOSED RIGHT OF WAY SOUTH 89 DEGREES 59 MINUTES 13 SECONDS WEST A DISTANCE OF 435.92 FEET TO A 5/8-INCH CAPPED REBAR SET ON THE EASTERN RIGHT OF WAY OF SENOIA ROAD ALSO KNOWN AS GEORGIA STATE ROUTE 74 (HAVING A VARIABLE WIDTH, PUBLICLY DEDICATED RIGHT OF WAY); THENCE RUNNING ALONG SAID EASTERLY RIGHT OF WAY THE FOLLOWING COURSES AND DISTANCES: WITH A CURVE TURNING TO THE RIGHT WITH AN ARC DISTANCE OF 158.45 FEET, WITH A RADIUS OF 2164.24 FEET, WITH AN ARC BEARING OF NORTH 00 DEGREES 04 MINUTES 36 SECONDS WEST, WITH A CHORD LENGTH OF 158.41 FEET TO A CONCRETE RIGHT OF WAY MONUMENT FOUND; NORTH 02 DEGREES 02 MINUTES 22 SECONDS EAST A DISTANCE OF 136.13 FEET TO A 1/2-INCH CAPPED REBAR FOUND, SAID 1/2-INCH CAPPED REBAR BEING THE TRUE POINT OF BEGINNING.

SAID TRACT OR PARCEL OF LAND CONTAINING 2.632 ACRES (114,635 SQUARE FEET).



SURVEY NOTES

- PROPERTY SHOWN HEREON WAS SURVEYED AUGUST 01, 2023.
- THE FIELD DATA UPON WHICH THIS PLAT IS BASED HAS A CLOSURE OF 1" IN 32,846' WITH AN ANGULAR ERROR OF 3.23 SECONDS PER ANGLE POINT AND WAS ADJUSTED USING THE LEAST SQUARES METHOD.
- A SOKKIA IX TOTAL STATION, CARLSON BRX7 GPS RECEIVER, AND CARLSON SURVEYOR+ DATA COLLECTOR WERE USED FOR FIELD SURVEY MEASUREMENTS.
- THIS PLAT HAS THE FOLLOWING MAP CLOSURES:
TRACT 1: 1" IN 635,742'
TRACT 2: 1" IN 224,194'
- SAID DESCRIBED PROPERTY IS LOCATED WITHIN AN AREA HAVING A ZONE DESIGNATION X ON FLOOD INSURANCE RATE MAP NO. 13121C0462F & 13121C0464F, WITH A DATE OF IDENTIFICATION OF SEPTEMBER 18, 2013, FOR COMMUNITY NUMBER 130314, IN THE CITY OF FAIRBURN, STATE OF GEORGIA, WHICH IS THE CURRENT FLOOD INSURANCE RATE MAP FOR THE COMMUNITY IN WHICH SAID PROPERTY IS SITUATED.
- CONTROL AND BEARING BASIS FOR THIS SURVEY WERE ESTABLISHED USING A CARLSON BRX7 GPS RECEIVER UTILIZING OPUS-5 FOR POST PROCESSING, THE RELATIVE POSITIONAL ACCURACY, AS CALCULATED ACCORDING TO THE FEDERAL GEOGRAPHIC DATA COMMITTEE PART 3: NATIONAL STANDARD FOR SPATIAL DATA ACCURACY, IS .03 FEET HORIZONTAL AND .05 FEET VERTICAL, AT THE 95% CONFIDENCE LEVEL.
- PROPERTY SHOWN HEREON LIES WITHIN THE RECORD DESCRIPTION AS STATED LIMITED WARRANTY DEED RECORDED IN DEED BOOK 52329, PAGE 510, FULTON COUNTY RECORDS.

SURVEY REFERENCES

- RE PLAT FOR OCP FAIRBURN, PREPARED BY HARRIS GRAY CORP. DATED OCTOBER 19, 2015, AND RECORDED IN PLAT BOOK 386, PAGE 54, FULTON COUNTY RECORDS.
- COMBINATION PLAT OF TRACT 4 OCP FAIRBURN AND PROPERTY OF CLG FAIRBURN, PREPARED BY HARRIS GRAY CORP. DATED FEBRUARY 28, 2018, AND RECORDED IN PLAT BOOK 408, PAGE 142, FULTON COUNTY RECORDS.
- SUBDIVISION PLAT FOR OCP FAIRBURN (DIVISION OF TRACT 4B), SAID TRACT 4B, PREPARED BY HARRIS GRAY CORP. DATED JANUARY 28, 2018, AND RECORDED IN PLAT BOOK 417, PAGE 68, FULTON COUNTY RECORDS.

ZONING

ZONING FOR THIS PROPERTY IS CURRENTLY CLASSIFIED AS "C-2" (HIGHWAY COMMERCIAL) GEORGIA HIGHWAY 74 OVERLAY. SETBACKS AND RESTRICTIONS ARE AS FOLLOWS:

FRONT YARD: 50 FEET
SIDE YARD: 20 FEET
REAR YARD: 30 FEET

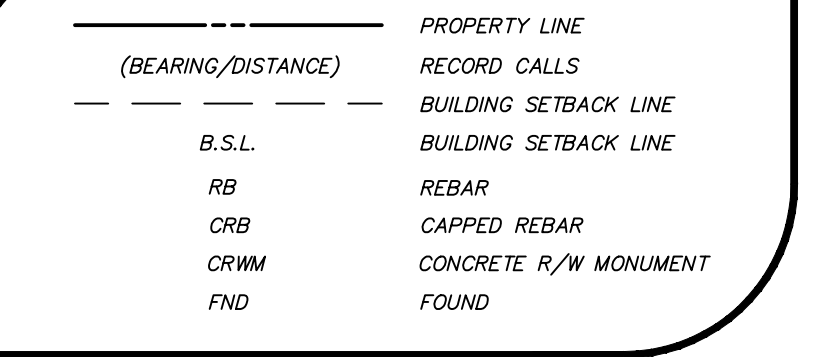
ZONING AND SETBACK INFORMATION PER THE CITY OF FAIRBURN CODE OF ORDINANCES. ALL INFORMATION STATED SHOULD BE VERIFIED PRIOR TO THE COMMENCEMENT OF ANY CONSTRUCTION.

LINE AND CURVE TABLES

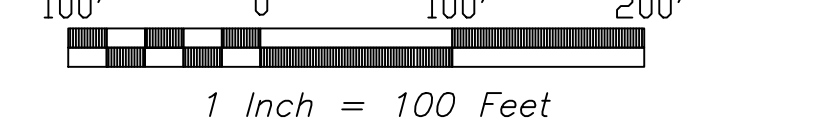
LINE	BEARING	DISTANCE
L1	S89°50'23"E	370.54'
L2	N17°46'25"W	73.39'
L3	N01°41'01"E	76.87'
L4	N42°49'21"W	14.13'
L5	S47°02'56"W	14.18'
L6	N01°38'52"E	78.26'
L7	N02°02'22"E	136.13'

CURVE	RADIUS	ARC LENGTH	CHORD LENGTH	CHORD BEARING
C1	228.73'	79.36'	78.96'	S08°04'52"E
C2	436.69'	46.30'	46.30'	S13°37'31"E
C3	460.00'	113.02'	112.74'	S03°34'15"E
C4	3919.41'	140.92'	140.91'	N10°21'51"W
C5	360.00'	37.90'	37.88'	N13°37'31"W
C6	2261.96'	208.16'	208.08'	N04°41'59"W
C7	2164.24'	158.45'	158.41'	N00°04'36"W
C8	315.00'	106.42'	105.91'	N08°04'49"W

LEGEND



GRAPHIC SCALE



PROFESSIONAL
LAND SURVEYORS, LLC
317 GRASSDALE ROAD
CARTERSVILLE, GA 30120
770-334-8186
WWW.PLS.US
INFO@PLS.US
GEORGIA C.O.A.: LSF001380

PREPARED FOR:
CHICK-FIL-A, INC.
FIDELITY NATIONAL TITLE INSURANCE COMPANY

FINAL PLAT:
SENOIA ROAD AT RENAISSANCE PARKWAY
REMAINDER OF TRACT 4B-1
PLAT BOOK 417 PAGE 68
PARCEL #09F020100121238
COUNTY: GEORGIA
CITY: FAIRBURN
DISTRICT: 9TH
LAND LOT: 12, 13 & 27

REVISIONS
DATE: DESCRIPTION

DATE: AUGUST 10, 2023
JOB #: 234353
SCALE: 1"=100'
DRAWN BY: A.BRATTON



**CITY OF FAIRBURN
PLANNING AND ZONING COMMISSION**

AGENDA ITEM

To: Planning and Zoning Commission

From: Chancellor Felton, Planner

Date: February 6, 2024

Agenda Item: New Chick-fil-A – 0 (8032) Senoia Road [Parcel ID: 09F020100121238] – Request to review the conceptual site plan.

Agent/Applicant/Petitioner Information

Applicant: Nate Fuss, Bohler Engineering

Property Owner: SCP Ren Park Owner, LLC

Background

The site is located at 0 (8032) Senoia Road between the Fairburn Commons Shopping Center and the Fairburn Park-and-Ride. The site is currently zoned C-2 (General Commercial) and is located in the Georgia Highway 74 Overlay District. The site is approximately 2.63 acres.

Discussion

The applicant is proposing a new 6,240-square-foot building. An accurate, up-to-date, and certified survey is included. The concept plan meets the setback and parking requirements of C-2 and the Highway 74 Overlay District design standards.

The concept plan includes all buildings and structures, driveways, parking facilities, walkways, landscaping, buffer easements, utilities, and other required infrastructure. The site will have ingress/egress along Renaissance Parkway.

The building will consist of various, earth tones of masonry with black metal accents and a flat roof. The north elevation will have three single-entry glass doors and a double-entry glass door all covered by canopies, four oversized windows, and three clerestory windows. The west elevation will have a single-entry metal door. The south elevation will have four oversized windows, a single-entry glass door, a drive-through sliding door, a clerestory window, a double-laned drive-through canopy, and four downspouts. The east elevation will have three oversized windows and a single-entry glass door.

It is worth noting that the applicant has concurrently submitted a request to review this concept plan and a subdivision plat.



Staff Recommendations

Staff recommends **APPROVAL** of the concept plan with the following condition:

- Any significant modifications as determined by Staff to the approved concept plan would necessitate a further review by the Planning and Zoning Commission.

Attachments:

- Site Pictures
- Application
- Current Survey
- Vicinity Map
- Proposed Elevations
- Proposed Floor Plan
- Civil Plans (including Concept Plan)

SITE PICTURES



Eastern viewpoint



Southern viewpoint

Northern viewpoint



Western viewpoint



Conceptual Site Plan Checklist

- An accurate, up-to-date and certified survey of the property on which the project is to be built.
- A vicinity map showing the property in relation to the general area of the City in which it is located.
- The name of the proposed project.
- Name, address, phone number, and fax number of the owner, the developer and the designer who prepared the plan. **Developer, Chick-fil-A: Jenn Santelli, 770-324-5282, jenn.santelli@cfacorp.com**
- Graphic scale, north arrow, and date of preparation. **Owner: Doug Shumate, 706-773-8189, dshumate@waltonpoint.com**
- Zoning of the property with required setbacks shown.
- Zoning, use, and ownership of all adjoining property.
- Total area of the site and the area of the site proposed to be devoted to impervious surfaces.
- Approximate topography of the site.
- Significant natural features on and adjacent to the site, including the 100 year flood-plain, if appropriate.
- Existing man-made features on the site.
- Proposed site layout including buildings, drives, parking, walkways, landscaped areas, buffer easements, utilities and any other features necessary to properly present the concept.
- Proposed off-site improvements which may be necessary to properly develop site.
- Architectural elevations to show the intended architectural character of the proposed building and the nature of the materials to be used.
- If the site plan is for an addition to or change in an existing site plan, the drawings must clearly show the changes that are being proposed.
- Provide vehicular use area landscaping requirements



CITY OF FAIRBURN

Planning & Zoning Department

Site Plan Review- Submittal Form

Submittal Date: _____

Deadline: _____
 (Minimum 5 weeks prior to P & Z Commission meeting)

PROJECT INFORMATION

Project Name: _____

Address/Location of Project: _____

Access to Property: _____

Tax Parcel ID #: _____ Size of Project: _____

Zoning: _____ No. of Lots (if applicable): _____

Zoning & Use of Adjacent Properties: _____

Narrative/ Description for use of property/project (attach additional pages as necessary to provide greater detail):

CONTACT INFORMATION

Company Name: _____

Contact Person: _____

Mailing Address: _____

Phone: _____ Fax: _____

Email Address: _____

UTILITY SERVICE PROVIDERS

Water: _____

Sewer: _____

Electric: _____

Gas: _____

Cable: _____

Other: _____

<u>Sketch Plan</u>	<u>Conceptual Site Plan</u>	<u>Construction Plans w/Hydro</u>	<u>Landscape Plan</u>
<input type="checkbox"/> 1st Submittal- No Fee Submit to P & Z for review	<input type="checkbox"/> 1st Submittal \$150 + \$20/acre <input type="checkbox"/> Resubmittal*	<input type="checkbox"/> 1st Submittal \$500 + \$20/ acre <input type="checkbox"/> Resubmittal*	<input type="checkbox"/> 1st Submittal \$300 + \$20/acre <input type="checkbox"/> Resubmittal*
If necessary, 2 extra copies (If legible, .pdf file is acceptable). Staff routes to: <input type="checkbox"/> Comm. Dev. Director <input type="checkbox"/> Planning & Zoning	7 Copies- Staff Routes to: <input type="checkbox"/> Building/Prop. Manager <input type="checkbox"/> Comm. Dev. Director <input type="checkbox"/> Engineer <input type="checkbox"/> Fire Marshal <input type="checkbox"/> Landscape Architect <input type="checkbox"/> Planning & Zoning <input type="checkbox"/> Water & Sewer	7 Copies- Staff Routes to: <input type="checkbox"/> Building / Prop. Manager <input type="checkbox"/> Comm. Dev. Director <input type="checkbox"/> Engineer <input type="checkbox"/> Fire Marshal <input type="checkbox"/> Landscape Architect <input type="checkbox"/> Planning & Zoning <input type="checkbox"/> Water & Sewer	2 Copies- Staff Routes to: <input type="checkbox"/> Comm. Dev. Director <input type="checkbox"/> Landscape Architect

Resubmittals- Each subsequent resubmittal will incur a fee of \$100.

TITLE EXCEPTIONS

FIDELITY NATIONAL TITLE INSURANCE COMPANY
COMMITMENT NO. 230644GA
COMMITMENT DATE: MARCH 26, 2023 AT 12:00 AM

SCHEDULE B, PART II - EXCEPTIONS

- 11. TO BE INTENTIONALLY DELETED.
12. TO BE INTENTIONALLY DELETED.
13. TO BE INTENTIONALLY DELETED.
14. TO BE INTENTIONALLY DELETED.
15. TO BE INTENTIONALLY DELETED.

THE FOLLOWING AFFECT ONLY THE APPURTENANT EASEMENT RIGHTS INSURED HEREUNDER:

- 25. TO BE INTENTIONALLY DELETED.
26. ACCESS EASEMENT AGREEMENT BETWEEN CLG FAIRBURN, LLC, AND NEWMAN DT, LLC, DATED DECEMBER 12, 2014, RECORDED DECEMBER 29, 2014, IN DEED BOOK 54495, PAGE 696, AFORESAID RECORDS.

- 27. HAZARD OF ACCESS RIGHTS CONTAINED IN THAT CERTAIN RIGHT OF WAY DEED FROM HAZEL DANIEL FRANK TO THE DEPARTMENT OF TRANSPORTATION DATED NOVEMBER 15, 1985, RECORDED AT DEED BOOK 9654, PAGE 342, AFORESAID RECORDS.

- 28. CONVEYANCE OF ACCESS RIGHTS CONTAINED IN THAT CERTAIN RIGHT OF WAY DEED FROM HAZEL DANIEL FRANK TO THE DEPT. OF TRANSPORTATION DATED JANUARY 3, 1986, RECORDED AT DEED BOOK 9910, PAGE 42, AFORESAID RECORDS.

- 29. CONVEYANCE OF ACCESS RIGHTS CONTAINED IN THAT CERTAIN RIGHT OF WAY DEED FROM DORAL INVESTMENTS - 8101, LTD. TO THE DEPT. OF TRANSPORTATION RECORDED JANUARY 23, 1986, IN DEED BOOK 9933, PAGE 214, AFORESAID RECORDS.

- 30. CONVEYANCE OF ACCESS RIGHTS CONTAINED IN THAT CERTAIN RIGHT OF WAY DEED FROM DORAL INVESTMENTS - 8101, LTD. TO THE DEPT. OF TRANSPORTATION RECORDED JANUARY 23, 1986, IN DEED BOOK 9933, PAGE 218, AFORESAID RECORDS.

- 31. CONVEYANCE OF ACCESS RIGHTS CONTAINED IN THAT CERTAIN RIGHT OF WAY DEED FROM DORAL INVESTMENTS - 8101, LTD. TO THE DEPT. OF TRANSPORTATION RECORDED JANUARY 23, 1986, IN DEED BOOK 9937, PAGE 304, AFORESAID RECORDS.

- 32. CONVEYANCE OF ACCESS RIGHTS CONTAINED IN THAT CERTAIN RIGHT OF WAY DEED FROM DORAL INVESTMENTS - 8101, LTD. TO THE DEPT. OF TRANSPORTATION RECORDED JANUARY 23, 1986, IN DEED BOOK 9937, PAGE 309, AFORESAID RECORDS.

- 33. SEWER EASEMENT FROM WILLIAM YOUNG DANIEL AND BOBBIE V. DANIEL TO 1-85/GA 74 LIMITED PARTNERSHIP, RECORDED MAY 18, 1987, IN DEED BOOK 10827, PAGE 388, AFORESAID RECORDS.

- 34. EASEMENT FROM FIRST BANK OF GEORGIA TO BELLSOUTH TELECOMMUNICATIONS, INC., DATED NOVEMBER 5, 1993, RECORDED AT DEED BOOK 17439, PAGE 275, AFORESAID RECORDS.

- 35. EASEMENT AGREEMENT FOR SEWER LINE FROM HWG UNITED PARTNERSHIP NO. 1 AND FAIRBURN VEST LLC TO CITY OF FAIRBURN, RECORDED JANUARY 28, 2008, IN DEED BOOK 46265, PAGE 532, AFORESAID RECORDS.

- 36. JOINT DRIVEWAY RECIPROCAL ACCESS EASEMENT AGREEMENT BETWEEN FAIRBURN RETAIL HOLDINGS, LLC AND FAIRBURN ASST. LLC DATED APRIL 9, 2009, RECORDED APRIL 24, 2009, IN DEED BOOK 47866, PAGE 509, AFORESAID RECORDS.

- 37. ACCESS AGREEMENT FROM DAVID HUGHES TO MERIDIAN INVESTMENTS, LLC, RECORDED JULY 30, 2012, IN DEED BOOK 51468, PAGE 549, AFORESAID RECORDS.

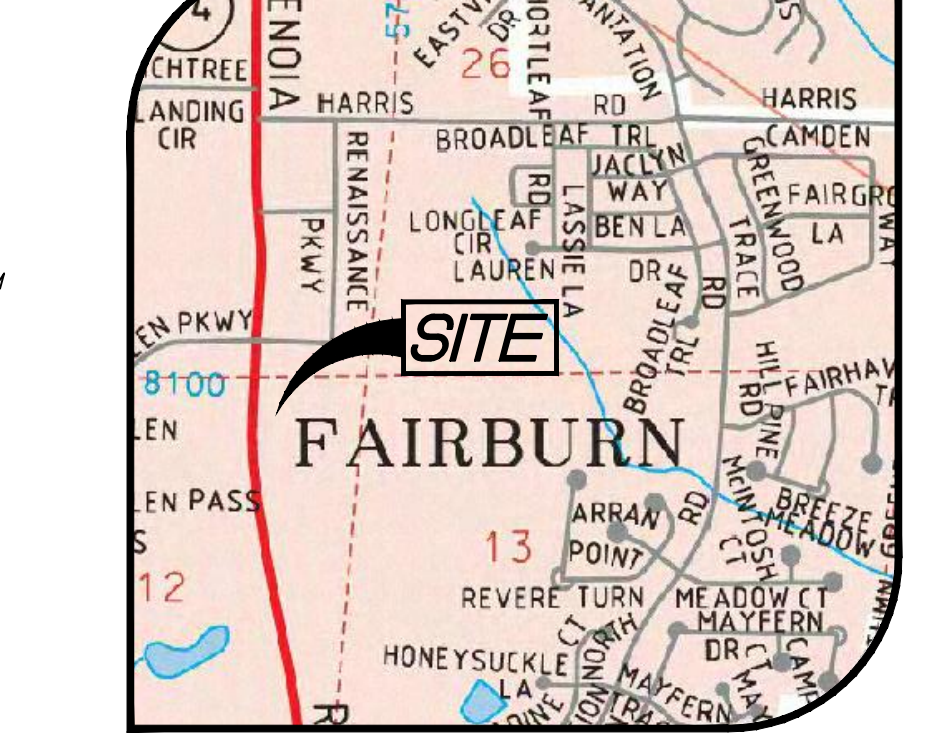
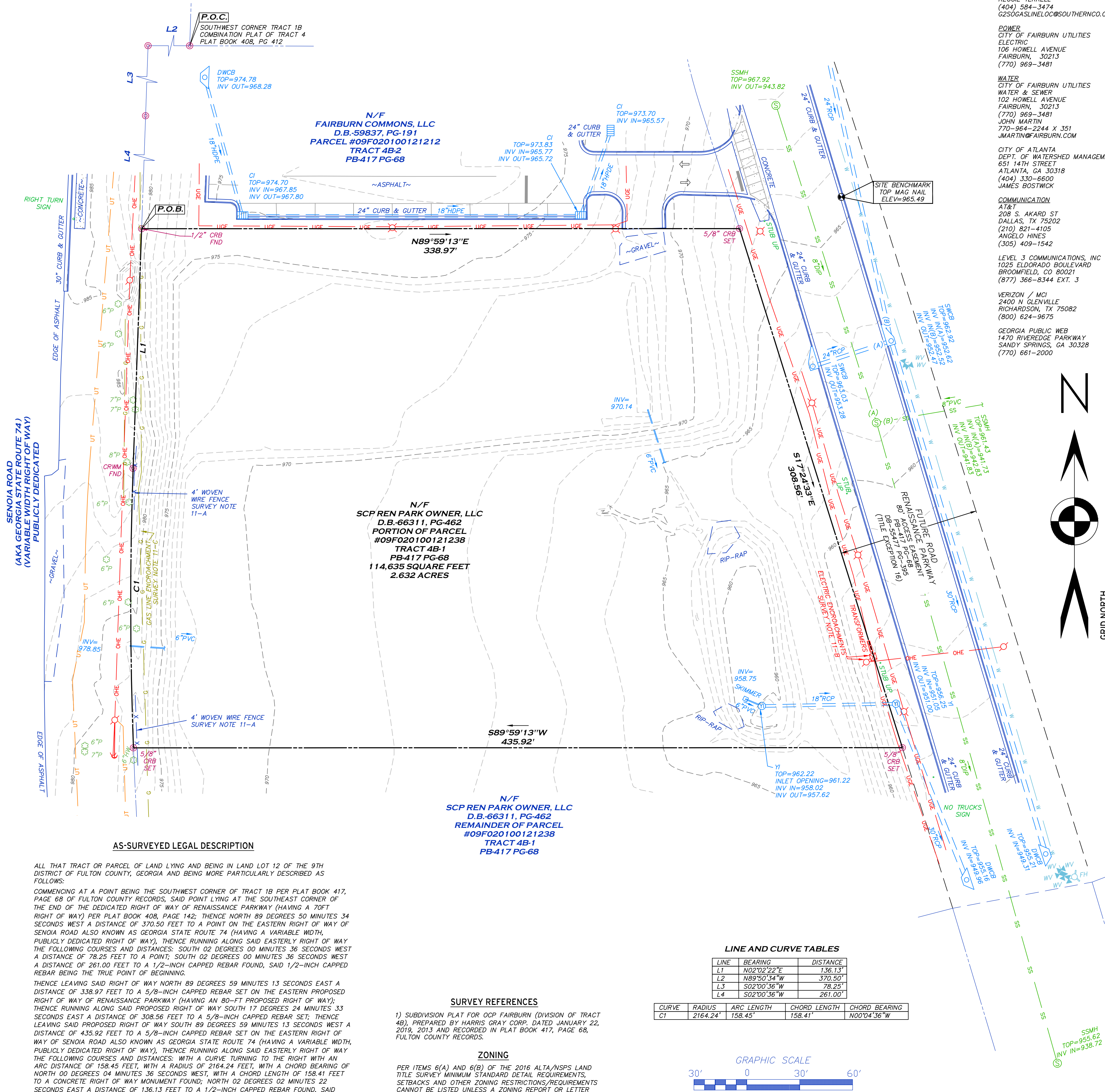
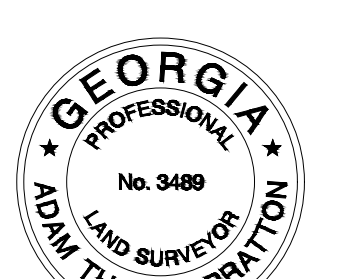
- 38. ACCESS, UTILITY AND DRAINAGE EASEMENT AGREEMENT FROM COOK-LESTER GROUP, LLC, TO GIPSON-ROSEFIELD SOUTH, LLC, DATED DECEMBER 17, 2013, RECORDED DECEMBER 18, 2013, IN DEED BOOK 53433, PAGE 437, AFORESAID RECORDS.

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...

TO CHICK-FIL-A, INC. AND FIDELITY NATIONAL 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...

ADAM T. BRATTON GEORGIA PLS# 3489
DATE OF PLAT OR MAP: AUGUST 14, 2023



VICINITY MAP

SURVEY NOTES

- 1) PROPERTY SHOWN HEREON WAS SURVEYED MAY 18, 2023.
2) THE FIELD DATA UPON WHICH THIS PLAT IS BASED HAS A CLOSURE OF 1" IN 32,846" WITH AN ANGULAR ERROR OF 3.23 SECONDS PER ANGLE POINT AND WAS ADJUSTED USING THE LEAST SQUARES METHOD.
3) A SOKKIA IX TOTAL STATION, CARLSON BRX7 GPS RECEIVER, AND CARLSON SURVEYOR+ DATA COLLECTOR WERE USED FOR FIELD SURVEY MEASUREMENTS.
4) THIS PLAT HAS A MAP CLOSURE OF 1" IN 224,194".
5) SAID DESCRIBED PROPERTY IS LOCATED WITHIN AN AREA HAVING A ZONE DESIGNATION X ON FLOOD INSURANCE RATE MAP NO. 13121C0462F, WITH A DATE OF IDENTIFICATION OF SEPTEMBER 18, 2013, FOR COMMUNITY NUMBER 130314, IN THE CITY OF FAIRBURN, STATE OF GEORGIA, WHICH IS THE CURRENT FLOOD INSURANCE RATE MAP FOR THE COMMUNITY IN WHICH SAID PROPERTY IS SITUATED.
6) CONTROL AND BEARING BASIS FOR THIS SURVEY WERE ESTABLISHED USING A CARLSON BRX7 GPS RECEIVER UTILIZING OPUS-S FOR POST PROCESSING. THE RELATIVE POSITIONAL ACCURACY, AS CALCULATED ACCORDING TO THE FEDERAL GEOGRAPHIC DATA COMMITTEE PART 3: NATIONAL STANDARD FOR SPATIAL DATA ACCURACY, IS .03 FEET HORIZONTAL AND .05 FEET VERTICAL AT THE 95% CONFIDENCE LEVEL.
7) NO EFFORT TO OBTAIN THE LOCATION OF UNDERGROUND UTILITIES WAS MADE DURING THE COURSE OF THIS SURVEY. PROFESSIONAL LAND SURVEYORS MAKES NO GUARANTEE AS TO THE EXISTENCE OR NON-EXISTENCE OF SAID UTILITIES.
8) NO OBSERVED EVIDENCE OF CEMETERIES, GRAVESITES, AND/OR BURIAL GROUNDS AT TIME OF SURVEY.
9) PROPERTY SHOWN HEREON LIES WITHIN THE RECORD DESCRIPTION AS STATED IN GENERAL WARRANTY DEED RECORDED IN DEED BOOK 66311, PAGE 462, FULTON COUNTY RECORDS.
10) THIS DESCRIBES THE SAME PROPERTY AS DESCRIBED IN FIDELITY NATIONAL TITLE INSURANCE COMPANY COMMITMENT NO. 230644GA, DATED MARCH 26, 2023 AT 12:00 AM.
11) THE FOLLOWING ENCROACHMENTS WERE OBSERVED AT TIME OF SURVEY:
A) 4FT WOVEN WIRE FENCE ALONG WESTERLY PROPERTY LINE
B) LIGHT POLE, TRANSFORMERS AND ELECTRIC LINE ALONG THE EASTERLY PROPERTY LINE
C) GAS LINE ALONG THE WESTERLY PROPERTY LINE
12) AT THE TIME OF THE SURVEY, THERE WAS NO OBSERVABLE EVIDENCE OF EARTH MOVING WORK, BUILDING CONSTRUCTION OR BUILDING ADDITIONS.
13) AT THE TIME OF THE SURVEY THERE WERE NO PROPOSED CHANGES IN STREET RIGHT OF WAY LINES OR OBSERVABLE EVIDENCE OF STREET OR SIDEWALK REPAIRS.
14) AT THE TIME OF THE SURVEY, THERE WAS NO OBSERVABLE EVIDENCE OF THE SITE BEING USED AS A SOLID WASTE DUMP, SUMP OR SANITARY LANDFILL.
15) SUBJECT PROPERTY HAS INDIRECT ACCESS TO SENOIA ROAD, PER 80' ACCESS EASEMENT, PLAT BOOK 417, PAGE 68, SENOIA ROAD BEING A PUBLICLY DEDICATED RIGHT OF WAY.
16) SUBJECT PROPERTY IS CONTIGUOUS TO ALL ADJACENT PROPERTIES AND RIGHTS OF WAY. NO GAPS, GORES, OR OVERLAPS ARE KNOWN TO EXIST.
17) ALL MATTERS SHOWN ON RECORDED PLATS THAT ENCUMBER THE SUBJECT PROPERTY ARE SHOWN ON THE SURVEY.

LEGEND: PROPERTY LINE, OVERHANG/AWNING, RECORD CALLS, BUILDING SETBACK LINE, INDEX CONTOUR, MINOR CONTOUR, SPOT ELEVATION, WATER LINE, OVERHEAD UTILITY LINE, GAS LINE, SANITARY SEWER LINE, UNDERGROUND ELECTRIC LINE, FENCE LINE, STORM DRAIN PIPE, WATER VALVE, WATER METER, FIRE HYDRANT, GAS METER, GAS VALVE, POWER METER, SANITARY SEWER MANHOLE, CURB INLET, SINGLE-WING CATCH BASIN, DOUBLE-WING CATCH BASIN, YARD INLET, REBAR, CAPPED REBAR, CONCRETE R/W MONUMENT, FOUND, LIGHT POLE, SIGN, HARDWOOD TREE, PINE TREE.

AS-SURVEYED LEGAL DESCRIPTION

ALL THAT TRACT OR PARCEL OF LAND LYING AND BEING IN LAND LOT 12 OF THE 9TH DISTRICT OF FULTON COUNTY, GEORGIA AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:
COMMENCING AT A POINT BEING THE SOUTHWEST CORNER OF TRACT 1B PER PLAT BOOK 417, PAGE 68 OF FULTON COUNTY RECORDS, SAID POINT LYING AT THE SOUTHEAST CORNER OF THE END OF THE DEDICATED RIGHT OF WAY OF RENAISSANCE PARKWAY (HAVING A 70FT RIGHT OF WAY) PER PLAT BOOK 408, PAGE 142; THENCE NORTH 89 DEGREES 59 MINUTES 34 SECONDS WEST A DISTANCE OF 370.50 FEET TO A POINT ON THE EASTERN RIGHT OF WAY OF SENOIA ROAD ALSO KNOWN AS GEORGIA STATE ROUTE 74 (HAVING A VARIABLE WIDTH, PUBLICLY DEDICATED RIGHT OF WAY); THENCE RUNNING ALONG SAID EASTERLY RIGHT OF WAY THE FOLLOWING COURSES AND DISTANCES: SOUTH 02 DEGREES 00 MINUTES 36 SECONDS WEST A DISTANCE OF 78.25 FEET TO A POINT; SOUTH 02 DEGREES 00 MINUTES 36 SECONDS WEST A DISTANCE OF 261.00 FEET TO A 1/2-INCH CAPPED REBAR FOUND, SAID 1/2-INCH CAPPED REBAR BEING THE TRUE POINT OF BEGINNING.
THENCE LEAVING SAID RIGHT OF WAY NORTH 89 DEGREES 59 MINUTES 13 SECONDS EAST A DISTANCE OF 338.97 FEET TO A 5/8-INCH CAPPED REBAR SET ON THE EASTERN PROPOSED RIGHT OF WAY OF RENAISSANCE PARKWAY (HAVING AN 80-FT PROPOSED RIGHT OF WAY); THENCE RUNNING ALONG SAID PROPOSED RIGHT OF WAY SOUTH 17 DEGREES 24 MINUTES 33 SECONDS EAST A DISTANCE OF 308.56 FEET TO A 5/8-INCH CAPPED REBAR SET; THENCE LEAVING SAID PROPOSED RIGHT OF WAY SOUTH 89 DEGREES 59 MINUTES 13 SECONDS WEST A DISTANCE OF 435.92 FEET TO A 5/8-INCH CAPPED REBAR SET ON THE EASTERN RIGHT OF WAY OF SENOIA ROAD ALSO KNOWN AS GEORGIA STATE ROUTE 74 (HAVING A VARIABLE WIDTH, PUBLICLY DEDICATED RIGHT OF WAY); THENCE RUNNING ALONG SAID EASTERLY RIGHT OF WAY THE FOLLOWING COURSES AND DISTANCES: WITH A CURVE TURNING TO THE RIGHT WITH AN ARC DISTANCE OF 158.45 FEET, WITH A RADIUS OF 2164.24 FEET, WITH A CHORD BEARING OF NORTH 00 DEGREES 04 MINUTES 36 SECONDS WEST, WITH A CHORD LENGTH OF 158.41 FEET TO A CONCRETE RIGHT OF WAY MONUMENT FOUND; NORTH 02 DEGREES 02 MINUTES 22 SECONDS EAST A DISTANCE OF 136.13 FEET TO A 1/2-INCH CAPPED REBAR FOUND, SAID 1/2-INCH CAPPED REBAR BEING THE TRUE POINT OF BEGINNING.
SAID TRACT OR PARCEL OF LAND CONTAINING 2.632 ACRES (114,635 SQUARE FEET).

N/F SCP REN PARK OWNER, LLC
D.B. 66311, PG. 462
PORTION OF PARCEL #09F020100121238
TRACT 4B-1
PB-417 PG-68
114,635 SQUARE FEET
2.632 ACRES

N/F SCP REN PARK OWNER, LLC
D.B. 66311, PG. 462
REMAINDER OF PARCEL #09F020100121238
TRACT 4B-1
PB-417 PG-68

LINE AND CURVE TABLES

Table with columns: LINE, BEARING, DISTANCE. Rows: LT N02°02'22"E 136.13', L2 N89°59'34"W 370.50', L3 S02°00'36"W 78.25', L4 S02°00'36"W 261.00'

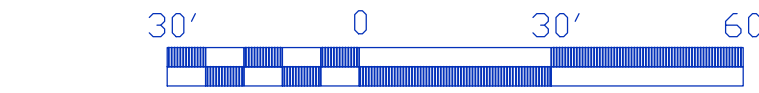
SURVEY REFERENCES

- 1) SUBDIVISION PLAT FOR OCP FAIRBURN (DIVISION OF TRACT 4B), PREPARED BY HARRIS GRAY CORP., DATED JANUARY 22, 2019, 2013 AND RECORDED IN PLAT BOOK 417, PAGE 68, FULTON COUNTY RECORDS.

ZONING

PER ITEMS 6(A) AND 6(B) OF THE 2016 ALTA/NSPS LAND TITLE SURVEY MINIMUM STANDARD DETAIL REQUIREMENTS, SETBACKS AND OTHER ZONING RESTRICTIONS/REQUIREMENTS CANNOT BE LISTED UNLESS A ZONING REPORT OR LETTER STATING SAID RESTRICTIONS/REQUIREMENTS IS PROVIDED.

GRAPHIC SCALE



PROFESSIONAL LAND SURVEYORS, LLC
317 GRASSDALE ROAD
CARTERSVILLE, GA 30120
WWW.PLS.US
INFO@PLS.US
GEORGIA C.O.A.: LSF001880

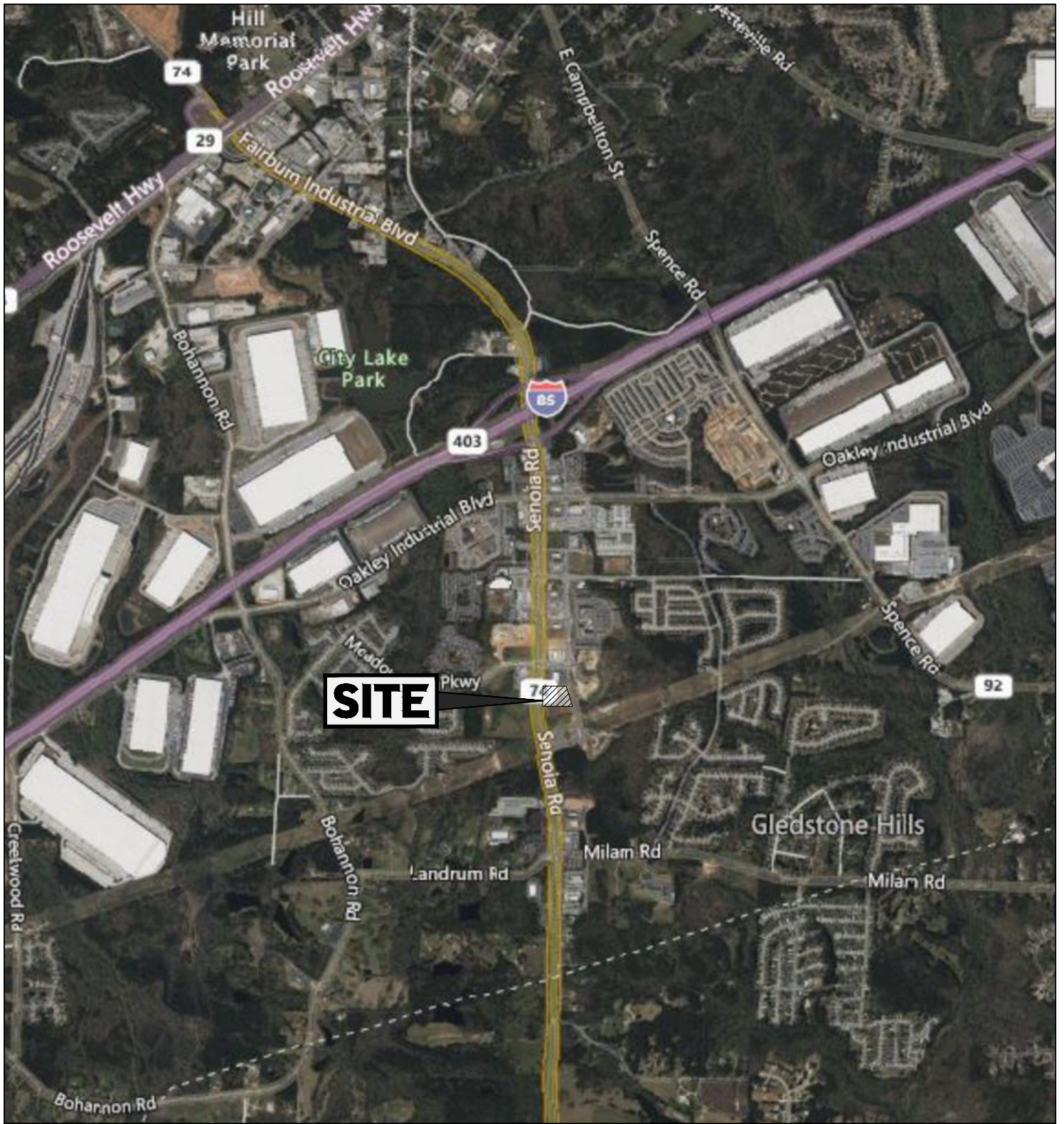
PREPARED FOR: CHICK-FIL-A, INC.
FIDELITY NATIONAL TITLE INSURANCE COMPANY

ALTA/NSPS LAND TITLE SURVEY OF: SENOIA ROAD AT RENAISSANCE PARKWAY FAIRBURN, GEORGIA 30213
PORTION OF PARCEL #09F020100121238
COUNTY: FULTON CITY: FAIRBURN
STATE: GEORGIA DISTRICT: 9TH
LAND LOT: 12

REVISIONS
DATE: DESCRIPTION
07/21/23-ADDRESS COMMENTS
08/02/23-ADDRESS COMMENTS
08/14/23-ADDRESS COMMENTS

PROFESSIONAL LAND SURVEYORS
DATE: JUNE 01, 2023
JOB #: 234353
SCALE: 1"=30'
DRAWN BY: H. FISHER

H:\2022\GAA220215.00\CADD\DRAWINGS\EXHIBITS\2023-09-21_VICINITY MAP\2023-09-21_CFA FAIRBURN VICINITY MAP----->LAYOUT- CONCEPT



CHICK-FIL-A FAIRBURN VICINITY MAP

09/21/2023 | NF | GAA220215.00 | Rev 1

BOHLER //

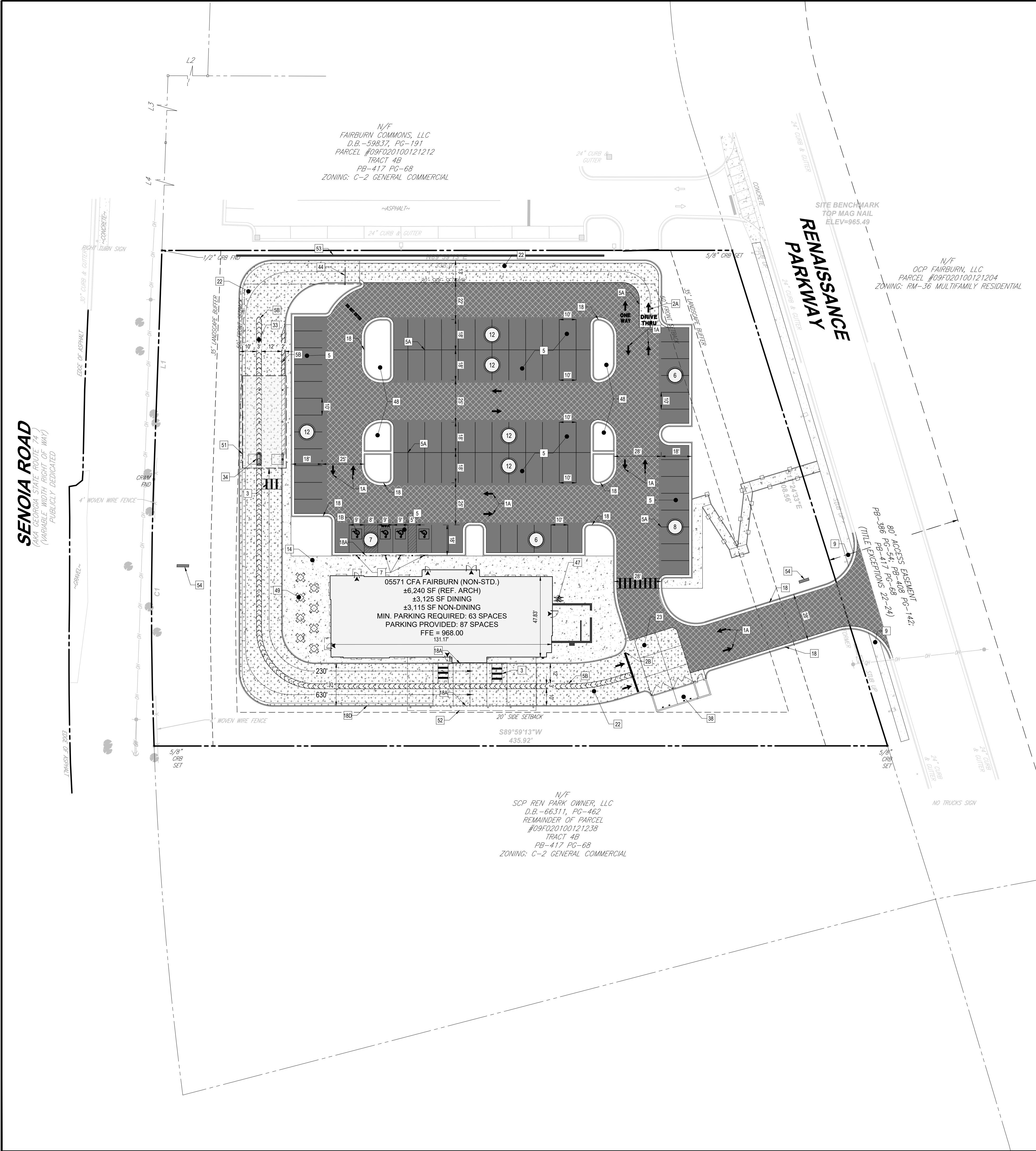
211 PERIMETER CENTER PKWY NE,
SUITE 425
ATLANTA, GEORGIA 30346
Phone: (678) 695-6800
GA@BohlerEng.com

SENOIA ROAD & RENAISSANCE PKWY



1"=2000'





SITE PLAN DESIGN NOTES & KEY PLAN

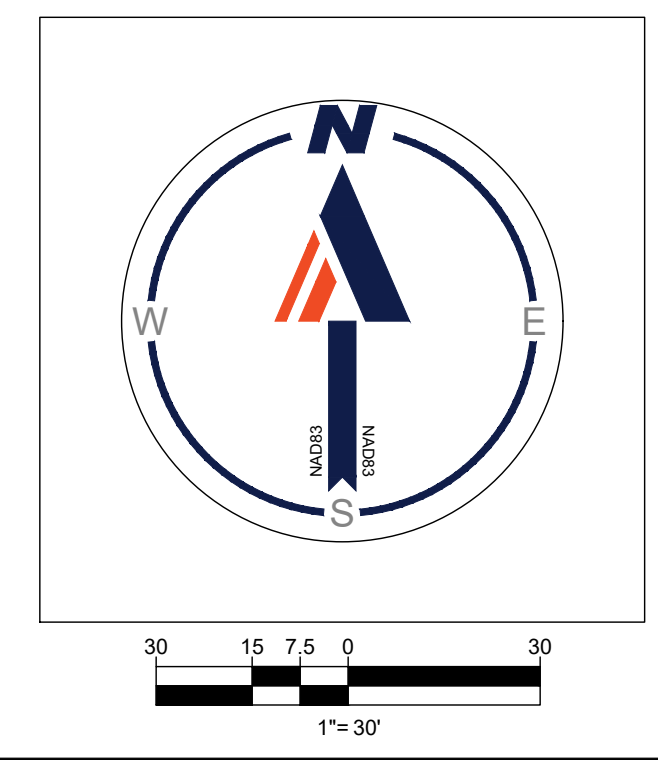
- 1A DIRECTIONAL ARROW
- 1B PAINTED HANDICAP PARKING SYMBOL
- 2A DRIVE-THRU GRAPHICS
- 2B STOP BAR GRAPHIC
- 3 CROSSWALK MARKINGS
- NOT USED 4 MULTI-LANE DIRECTIONAL GRAPHICS
- 5 STANDARD OR HANDICAP PARKING STALL PER CODE
- 5A 4" SOLID WHITE STRIPING
- 5B 4" SOLID YELLOW STRIPING
- NOT USED 4" SKIP DASH YELLOW STRIPING
- NOT USED SOLID PLASTIC WHEEL STOP
- 7 BOLLARD MOUNTED SIGN
- NOT USED CURB RAMP w/ SHORT FLARED SIDES (GRASSED AREAS)
- 9 CURB RAMP w/ FLARED SIDES (IN SIDEWALK)
- NOT USED RETURNED CURB HANDICAP RAMP
- NOT USED SIDEWALK ACCESSIBLE RAMP
- NOT USED DETECTABLE WARNING DEVICE
- NOT USED TYPICAL ADA RAMP & HANDRAIL
- 14 CONCRETE SIDEWALK
- NOT USED CONCRETE SIDEWALK w/ CURB & GUTTER
- NOT USED ENTRY DOOR FROST SLAB DETAIL
- NOT USED CONCRETE BOLLARD
- 18 CONCRETE CURB & GUTTER
- 18A DEPRESSED GUTTER
- NOT USED LANDSCAPE & IRRIGATION PROTECTOR
- NOT USED TYPICAL HMAC PAVEMENT SECTION
- NOT USED BUTT JOINT
- 22 CONCRETE PAVEMENT DRIVE-THRU LANE
- 23 CONCRETE APRON AT TRASH ENCLOSURE
- NOT USED PAVEMENT EDGE DETAIL (START & END OF DRIVE-THRU LANES)
- NOT USED CONCRETE PAVEMENT SECTIONS
- NOT USED TRANSVERSE & LONGITUDINAL CONTRACTION JOINT
- NOT USED TRANSVERSE & LONGITUDINAL DOWELED CONSTRUCTION JOINT
- NOT USED CONTRACTION JOINT
- NOT USED KEYPED CONSTRUCTION JOINT
- NOT USED LONGITUDINAL BUTT JOINT
- NOT USED EXPANSION JOINT
- NOT USED DRIVE-THRU PLAN - FLUSH WITH FFE
- 33 DRIVE-THRU ISOMETRIC
- 34 DRIVE-THRU ORDER POINT ISLAND
- NOT USED MENU BOARD LOOP DETECTION SYSTEM
- NOT USED BUILDING DOWNSPOUT CONNECTION (TO SITE DRAINAGE SYSTEM - REF DRAINAGE PLAN)
- NOT USED CANOPY DOWNSPOUT CONNECTION (TO SITE DRAINAGE SYSTEM - REF TO DRAINAGE PLAN)
- 38 SCREENED REFUSE ENCLOSURE (REFER TO ARCH PLANS FOR ADDITIONAL DETAILS)
- NOT USED CLEAN-OUT (OUTSIDE OF BUILDING - REFER TO UTILITY PLAN)
- NOT USED THICKENED PAVEMENT @ STRUCTURES
- NOT USED STORM STRUCTURE WEEP HOLE DETAILS
- NOT USED ALUMINUM HANDRAIL (REFER TO ARCH PLANS)
- NOT USED BUILDING DOWNSPOUT CONNECTION (REFER TO DRAINAGE PLAN)
- NOT USED DRIVE-THRU CLEARANCE BAR (REFER TO SIGNAGE PACKAGE)
- NOT USED GREASE TRAP (REFER TO UTILITY PLAN)
- NOT USED PROPOSED TRANSFORMER (REFER TO UTILITY PLAN)
- 47 BIKE RACK
- 48 LANDSCAPED AREA
- 49 TYPICAL LOCATION FOR OUTDOOR TABLES (REFER TO ARCH PLANS)
- NOT USED CONCRETE PAD FOR OPTIONAL CASH STATION
- 51 FREE-STANDING ORDER POINT CANOPY
- 52 FREE-STANDING OUTSIDE MEAL DELIVERY CANOPY
- 53 RETAINING WALL TO BE DESIGNED BY OTHERS (MAX HEIGHT = 3.5')
- 54 PROPOSED SITE SIGN (DESIGN AND PERMIT BY OTHERS. REF CLAYTON SIGNS PLANS)

SITE DATA

PARCEL ID/FOLO NUMBER	09F020100121238
SITE ADDRESS	SENOIA ROAD AT RENAISSANCE PARKWAY FAIRBURN, GA 30213
JURISDICTION	CITY OF FAIRBURN
ZONING	C-2 GENERAL COMMERCIAL
FUTURE LAND USE	COMMERCIAL TOURIST
EXISTING LAND USE	VACANT
PROPOSED LAND USE	QSR RESTAURANT
FEMA ZONE	X
PROPOSED F.A.R.	0.08
PROPOSED BUILDING HEIGHT	20' 4 1/2"
PROPOSED IMPERVIOUS AREA	±1.75 AC
TOTAL PROJECT AREA	2.63 ACRES (114,635 SQUARE FEET)
PARKING CALCULATIONS	
(9'X18') REG. PARKING SPACES PROVIDED	83 SPACES
(9'X18') COMP. PARKING SPACES PROVIDED	0 SPACES
TOTAL (12'X18') ADA SPACES PROVIDED	4 SPACES
TOTAL SPACES PROVIDED	87 SPACES
REQUIRED PARKING SPACES	1/100 SF OF FLOOR AREA 63 SPACES
REQUIRED BICYCLE PARKING	N/A
PROVIDED BICYCLE PARKING	2 SPACES
BUILDING SETBACKS	
NORTH	20' SIDE
SOUTH	20' SIDE
EAST	50' FRONT
WEST	50' FRONT
LANDSCAPE BUFFER REQUIREMENTS	
NORTH	N/A
SOUTH	N/A
EAST	35'
WEST	35'

LEGEND

EX. PROPERTY LINE	---
EX. ADJACENT PROPERTY LINE	----
EX. ROADWAY CL	----
PROP. PROPERTY LINE	---
PROP. BUFFER	---
PROP. SETBACK	---
PROP. PARKING COUNT	①
PROP. SIGN	▲
PROP. BUILDING ENTRANCES	▲
PROP. ASPHALT PAVING	[Pattern]
PROP. HEAVY DUTY ASPHALT	[Pattern]
PROP. CONCRETE SIDEWALK	[Pattern]
PROP. STANDARD DUTY CONCRETE	[Pattern]
PROP. HEAVY DUTY CONCRETE	[Pattern]



THIS PLAN TO BE UTILIZED FOR PRELIMINARY PURPOSES ONLY



811
Know what's below.
Call before you dig.
ALWAYS CALL 811
It's fast. It's free. It's the law.

REVISIONS:

MARK	DATE	BY
1	09/12/2023	DW

MARK	DATE	BY
△		

MARK	DATE	BY
△		

BOHLER
SITE CIVIL AND CONSULTING ENGINEERING
PROGRAM MANAGEMENT
LANDSCAPE ARCHITECTURE
PERMITTING SERVICES
TRANSPORTATION SERVICES

BOHLER
211 PERIMETER CENTER PKWY NE, SUITE 425
ATLANTA, GEORGIA 30346
Phone: (770) 965-8800
GA@BohlerEng.com

STORE
SERIES 08 - #05571
CFA Fairburn
SENOIA RD AT
RENAISSANCE PKWY,
FAIRBURN, GA

SHEET TITLE
SITE PLAN

DWG EDITION **02.4**

PRELIMINARY
 80% SUBMITTAL
 FOR CONSTRUCTION

JOB NO. : GAA220215
STORE : #05571
DATE : 07/31/2023
DRAWN BY : SNJB
CHECKED BY : NF
CAD ID : ###

SHEET
C-2.0



ELEVATION

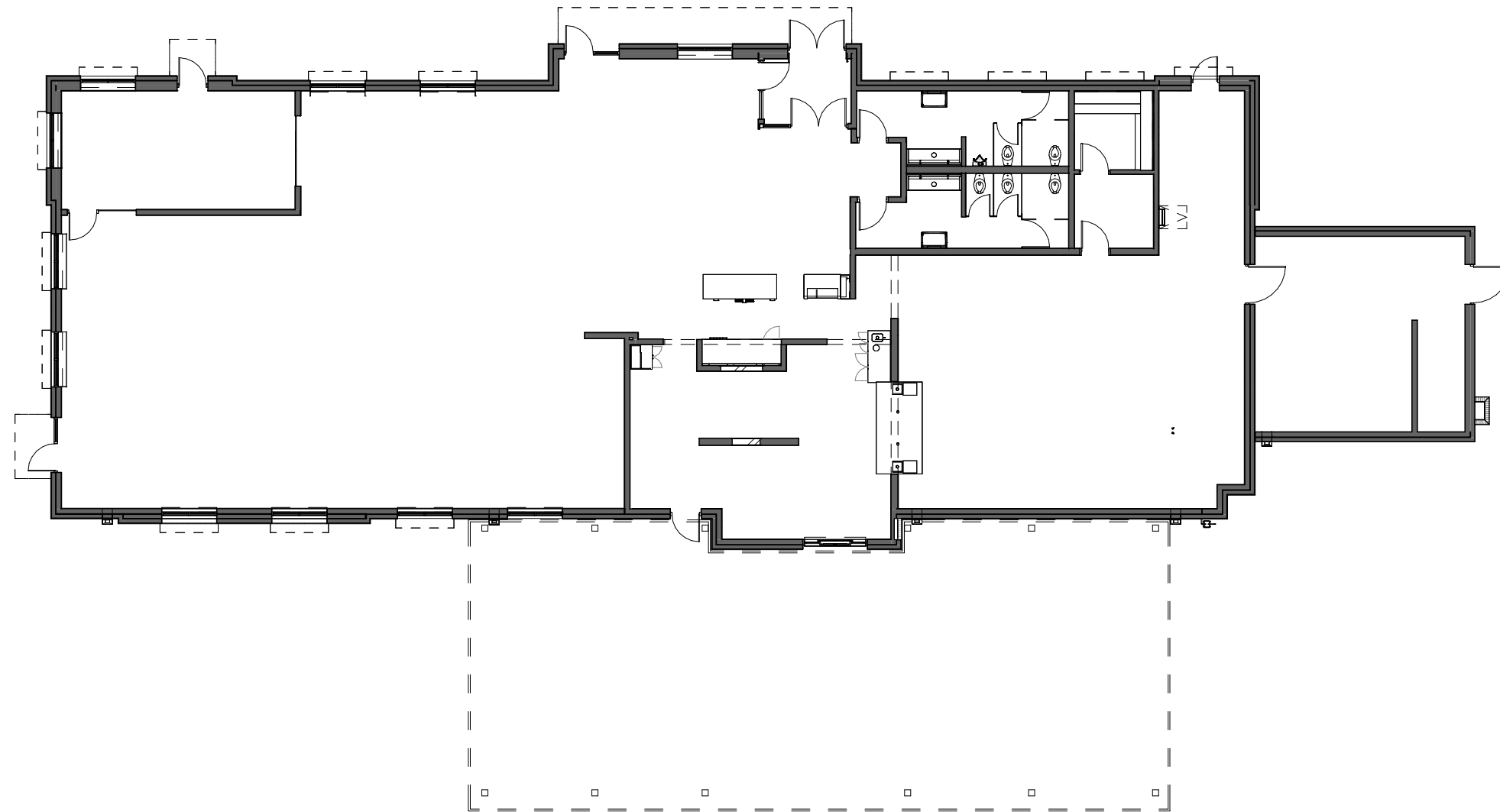
05571, FAIRBURN, 8040 SENOIA ROAD, FAIRBURN, GA 30213

09/14/23

THE CHICK-FIL-A DESIGN DEVELOPMENT PACKAGE REPRESENTS A BRAND COMPLIANT DESIGN SOLUTION. SITE ADAPT PROFESSIONALS ARE RESPONSIBLE FOR APPLICATION OF DESIGN AND COMPLIANCE WITH ORDINANCES AND CODES.



9/13/2023 6:44:31 PM
X-913



FLOOR PLAN

05571, FAIRBURN, 8040 SENOIA ROAD, FAIRBURN, GA 30213

09/14/23

THE CHICK-FIL-A DESIGN DEVELOPMENT PACKAGE REPRESENTS A BRAND COMPLIANT DESIGN SOLUTION. SITE ADAPT PROFESSIONALS ARE RESPONSIBLE FOR APPLICATION OF DESIGN AND COMPLIANCE WITH ORDINANCES AND CODES.



PROPOSED LAND DEVELOPMENT PLANS

FOR

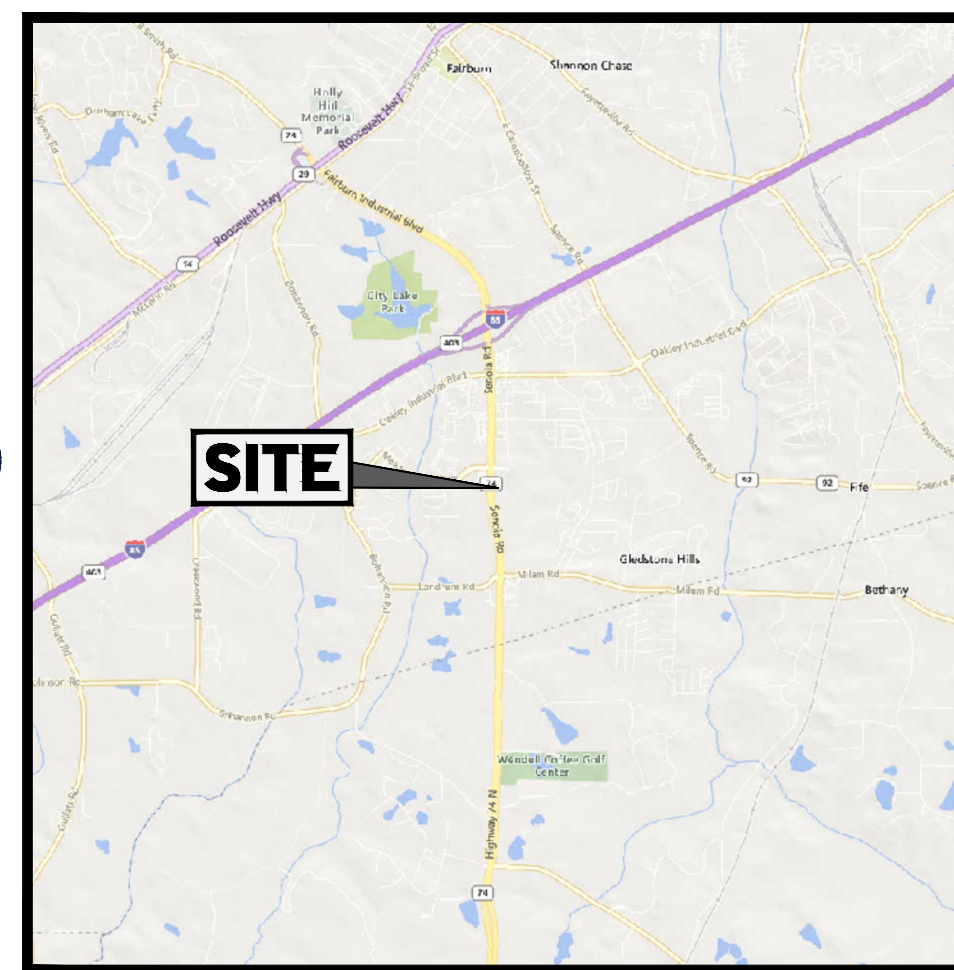


PROPOSED
**RESTURANT
W/ DRIVE-THRU**

SENOIA RD @ RENAISSANCE PARKWAY
FAIRBURN, GA
FULTON COUNTY
PARCEL #09F020100121238

LAND LOT: 12

DISTRICT: 9TH



LOCATION MAP
SCALE: 1" = 5000'

DEVELOPER
CHICK-FIL-A, INC.
5200 BLUFFINGTON ROAD
ATLANTA, GA 30349

PREPARED BY



CONTACT: NATHAN FUSS, P.E.

**REFERENCES
AND CONTACTS**

- REFERENCES**
- ◆BOUNDARY & TOPOGRAPHIC SURVEY:
PROFESSIONAL LAND SURVEYORS, INC.
317 GRASSDALE ROAD
CARTERSVILLE, GA 30120
DATED: 06/01/2023
JOB #24353
ELEVATIONS: NAD83
 - ◆PHASE 1 ENVIRONMENTAL
ASSESSMENT:
UNITED CONSULTING GROUP Ltd.
DATED: 06/07/2023
 - ◆ARCHITECTURAL PLAN:
GOP GROUP
520 S MAIN ST, SUITE 2531
AKRON, OH 44311
DATED: 10/12/2023
- GOVERNING AGENCIES**
- ◆PLANNING, ZONING DEPARTMENT
FAIRBURN CITY HALL
55 SW MALONE STREET
FAIRBURN, GA 30213
DIRECTOR OF PLANNING AND ZONING
DENISE BROOKINS
PHONE: (770) 964-224 X120
 - ◆BUILDING DEPARTMENT
FAIRBURN CITY HALL
55 SW MALONE STREET
FAIRBURN, GA 30213
PERMIT AND PLANNING COORDINATOR
TIA SEWELL
PHONE: (770) 964-2244 X401
 - ◆FIRE DEPARTMENT
CITY OF FAIRBURN
19 NE BROAD STREET
FAIRBURN, GA 30213
PHONE: (770)964-2244 X500
- UTILITY CONTACTS**
- ◆GAS
SOUTHERN COMPANY GAS
PEACHTREE STREET NE
ATLANTA, GA 30309
REGGIE TERRELL
PHONE: (404) 594-3474
 - ◆POWER
CITY OF FAIRBURN UTILITIES
106 HOWELL AVENUE
FAIRBURN, GA 30213
PHONE: (770) 969-3481
 - ◆WATER
CITY OF FAIRBURN UTILITIES
WATER & SEWER
102 HOWELL AVENUE
FAIRBURN, GA 30213
 - CITY OF ATLANTA
DEPT. OF WATERSHED MANAGEMENT
651 14TH STREET
ATLANTA, GA 30318
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* THE ABOVE REFERENCED DOCUMENTS ARE INCORPORATED BY REFERENCE AS PART OF THESE PLANS. HOWEVER, BOHLER ENGINEERING DOES NOT CERTIFY THE ACCURACY OF THE WORK REFERENCED OR DERIVED FROM THESE DOCUMENTS, BY OTHERS.

GENERAL NOTE:
IT IS THE RESPONSIBILITY OF THE CONTRACTOR TO REVIEW ALL OF THE DRAWINGS AND SPECIFICATIONS ASSOCIATED WITH THIS PROJECT WORK SCOPE PRIOR TO THE START OF CONSTRUCTION. SHOULD THE CONTRACTOR FIND A CONFLICT WITH THE DOCUMENTS RELATIVE TO THE SPECIFICATIONS OR APPLICABLE CODES, IT IS THE CONTRACTOR'S RESPONSIBILITY TO NOTIFY THE PROJECT ENGINEER OF RECORD IN WRITING PRIOR TO THE START OF CONSTRUCTION. FAILURE BY THE CONTRACTOR TO NOTIFY THE PROJECT ENGINEER SHALL CONSTITUTE ACCEPTANCE OF FULL RESPONSIBILITY BY THE CONTRACTOR TO COMPLETE THE SCOPE OF THE WORK AS DEFINED BY THE DRAWINGS AND IN FULL CONFORMANCE WITH LOCAL REGULATIONS AND CODES.



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STORE
SERIES 08 - #05571
CFA Fairburn
SENOIA RD AT
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FAIRBURN, GA

SHEET TITLE
**COVER
SHEET**

DWG EDITION 02.4

PRELIMINARY
 80% SUBMITTAL
 FOR CONSTRUCTION

JOB NO. : GAA220215
STORE : #05571
DATE : 01/16/2024
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SHEET
C-1.0

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C-6.1	LANDSCAPE DETAILS
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GENERAL NOTES

(Rev. 1/2023)

- 1. THESE PLANS ARE SOLELY BASED ON INFORMATION THE OWNER AND OTHERS PROVIDED TO BOHLER ENGINEERING, GEORGIA, LLC (HEREIN "BOHLER") PRIOR TO THE DATE ON WHICH THE PROFESSIONAL OF RECORD AND BOHLER PREPARED THESE PLANS. THE CONTRACTOR MUST FIELD VERIFY ALL EXISTING CONDITIONS AND IMMEDIATELY NOTIFY BOHLER, IN WRITING, IF ANY ACTUAL SITE CONDITIONS DIFFER FROM THOSE SHOWN ON THESE PLANS... 2. THE CONTRACTOR MUST STRICTLY COMPLY WITH THESE NOTES AND ALL SPECIFICATIONS/REPORTS CONTAINED HEREIN... 3. IT IS THE CONTRACTOR'S RESPONSIBILITY TO REVIEW ALL CONSTRUCTION CONTRACT DOCUMENTS INCLUDING, BUT NOT LIMITED TO... 4. PRIOR TO THE COMMENCEMENT OF CONSTRUCTION, THE CONTRACTOR MUST CONFIRM WITH THE PROFESSIONAL OF RECORD AND BOHLER THAT THE LATEST EDITION OF THE DOCUMENTS AND/OR REPORTS REFERENCED WITHIN THE PLAN REFERENCES ARE BEING USED FOR CONSTRUCTION... 5. THE CONTRACTOR MUST ENSURE THAT ALL WORK IS PERFORMED IN ACCORDANCE WITH THESE PLANS, SPECIFICATIONS, CODES, LAWS AND STANDARDS OF ALL GOVERNMENTAL ENTITIES WITH JURISDICTION OVER THIS PROJECT... 6. PRIOR TO THE COMMENCEMENT OF CONSTRUCTION, THE CONTRACTOR MUST COORDINATE THE BUILDING LAYOUT BY CAREFULLY REVIEWING THE MOST CURRENT ARCHITECTURAL, CIVIL, AND STRUCTURAL CONSTRUCTION DOCUMENTS INCLUDING, BUT NOT LIMITED TO, MECHANICAL, ELECTRICAL, PLUMBING AND FIRE SUPPRESSION PLANS (WHERE APPLICABLE)... 7. THE CONTRACTOR MUST VERIFY ALL DIMENSIONS AND MEASUREMENTS INCLUDING ON DESIGN DOCUMENTS HEREIN AND MUST NOT SCALE OFF THE DRAWINGS DUE TO POTENTIAL PRINTING/INACCURACIES... 8. THE CONTRACTOR MUST VERIFY ALL DIMENSIONS AND MEASUREMENTS ARE TO BE CHECKED AND CONFIRMED BY THE PROFESSIONAL OF RECORD AND BOHLER PRIOR TO PROCEEDING WITH CONSTRUCTION... 9. THE CONTRACTOR MUST VERIFY ALL DIMENSIONS AND MEASUREMENTS INCLUDING ON DESIGN DOCUMENTS HEREIN AND MUST NOT SCALE OFF THE DRAWINGS... 10. THE CONTRACTOR MUST VERIFY ALL DIMENSIONS AND MEASUREMENTS INCLUDING ON DESIGN DOCUMENTS HEREIN AND MUST NOT SCALE OFF THE DRAWINGS... 11. WHEN INCLUDED AS ONE OF THE REFERENCED DOCUMENTS, THE GEOTECHNICAL REPORT, SPECIFICATIONS AND RECOMMENDATIONS SET FORTH THEREIN ARE A PART OF THE REQUIRED CONSTRUCTION DOCUMENTS AND, IN CASE OF CONFLICT, DISCREPANCY OR AMBIGUITY, THE MORE STRINGENT REQUIREMENTS AND/OR RECOMMENDATIONS CONTAINED IN (A) THE PLANS, AND (B) THE GEOTECHNICAL REPORT AND RECOMMENDATIONS MUST TAKE PRECEDENCE... 12. THE RECORD AND BOHLER ARE NEITHER LIABLE NOR RESPONSIBLE FOR ANY SUBSURFACE CONDITIONS AND FURTHER, HAS NO LIABILITY FOR ANY HAZARDOUS MATERIALS, HAZARDOUS SUBSTANCES, OR POLLUTANTS ON, ABOUT OR UNDER THE PROPERTY... 13. THE CONTRACTOR IS RESPONSIBLE FOR IDENTIFYING WHEN AND WHERE SHORING IS REQUIRED AND FOR INSTALLING ALL SHORING REQUIRED DURING EXCAVATION... 14. THE CONTRACTOR MUST EXERCISE EXTREME CAUTION WHEN PERFORMING ANY WORK ACTIVITIES ADJACENT TO PAVEMENT, STRUCTURES, ETC. WHICH ARE TO REMAIN EITHER FOR AN INITIAL PHASE OF THE PROJECT OR AS PART OF THE FINAL CONDITION... 15. DEBRIS MUST NOT BE BURIED ON THE SUBJECT SITE... 16. THE CONTRACTOR MUST REPAIR ALL DAMAGE DONE TO ANY NEW OR EXISTING CONSTRUCTION OR PROPERTY DURING THE COURSE OF CONSTRUCTION... 17. THE PROFESSIONAL OF RECORD AND BOHLER ARE NOT RESPONSIBLE FOR AND HAVE NO CONTRACTUAL, LEGAL, OR OTHER RESPONSIBILITIES FOR JOB SITE SAFETY... 18. THE CONTRACTOR MUST IMMEDIATELY IDENTIFY IN WRITING TO THE PROFESSIONAL OF RECORD AND BOHLER, ANY DISCREPANCIES THAT MAY OR COULD RESULT IN PUBLIC SAFETY, HEALTH OR GENERAL WELFARE... 19. THE PROFESSIONAL OF RECORD AND BOHLER ARE NOT RESPONSIBLE FOR AND HAVE NO CONTRACTUAL, LEGAL, OR OTHER RESPONSIBILITIES FOR JOB SITE SAFETY... 20. THE PROFESSIONAL OF RECORD AND BOHLER ARE NOT RESPONSIBLE FOR AND HAVE NO CONTRACTUAL, LEGAL, OR OTHER RESPONSIBILITIES FOR JOB SITE SAFETY... 21. THE PROFESSIONAL OF RECORD AND BOHLER ARE NOT RESPONSIBLE FOR AND HAVE NO CONTRACTUAL, LEGAL, OR OTHER RESPONSIBILITIES FOR JOB SITE SAFETY... 22. THE PROFESSIONAL OF RECORD AND BOHLER ARE NOT RESPONSIBLE FOR AND HAVE NO CONTRACTUAL, LEGAL, OR OTHER RESPONSIBILITIES FOR JOB SITE SAFETY... 23. NEITHER THE PROFESSIONAL ACTIVITIES OF BOHLER, NOR THE PROFESSIONAL OF BOHLER AND/OR ITS PAST, PRESENT AND FUTURE OWNERS, OFFICERS, DIRECTORS, PARTNERS, SHAREHOLDERS, MEMBERS, PRINCIPALS, COMMISSIONERS, AGENTS, SERVANTS, EMPLOYEES, AFFILIATES, SUBSIDIARIES, AND RELATED ENTITIES, AND ITS SUBCONTRACTORS AND SUBCONSULTANTS AT A CONSTRUCTION/PROJECT SITE (HEREIN "BOHLER PARTIES")... 24. WHEN IT IS CLEARLY AND SPECIFICALLY WITHIN BOHLER'S SCOPE OF SERVICES CONTRACTED BY THE OWNER/DEVELOPER, BOHLER WILL REVIEW OR TAKE OTHER APPROPRIATE ACTION ON THE CONTRACTOR SUBMITTALS... 25. THE CONTRACTOR IS RESPONSIBLE FOR A MAINTAINING AND PROTECTING THE TRAFFIC CONTROL PLAN AND ELEMENTS IN ACCORDANCE WITH FEDERAL, STATE, AND LOCAL REQUIREMENTS... 26. THE CONTRACTOR IS RESPONSIBLE FOR A MAINTAINING AND PROTECTING THE TRAFFIC CONTROL PLAN AND ELEMENTS IN ACCORDANCE WITH FEDERAL, STATE, AND LOCAL REQUIREMENTS... 27. OWNER MUST MAINTAIN AND PRESERVE ALL PHYSICAL SITE FEATURES AND DESIGN FEATURES DEPICTED ON THE PLANS AND RELATED DOCUMENTS... 28. THE CONTRACTOR IS SOLELY RESPONSIBLE FOR ENSURING THAT ALL CONSTRUCTION ACTIVITIES AND MATERIALS COMPLY WITH AND CONFORM TO APPLICABLE FEDERAL, STATE AND LOCAL RULES AND REGULATIONS, LAWS, ORDINANCES, AND CODES... 29. THE CONTRACTOR MUST STRICTLY COMPLY WITH THE LATEST AND CURRENT OSHA STANDARDS AND REGULATIONS, AND/OR ANY OTHER AGENCY WITH JURISDICTION OVER EXCAVATION AND TRENCHING PROCEDURES... 30. THE CONTRACTOR AND THE OWNER MUST INSTALL ALL ELEMENTS AND COMPONENTS IN STRICT COMPLIANCE WITH AND IN ACCORDANCE WITH MANUFACTURER'S STANDARDS AND RECOMMENDED INSTALLATION CRITERIA AND SPECIFICATIONS... 31. THE CONTRACTOR IS RESPONSIBLE TO MAINTAIN AN ACTIVE STORMWATER POLLUTION PREVENTION PLAN (SWPPP) IN COMPLIANCE WITH THE ENVIRONMENTAL PROTECTION AGENCY (EPA) REQUIREMENTS OR LOCAL GOVERNING AGENCY FOR SITES WHERE ONE (1) ACRE OR MORE IS DISTURBED BY CONSTRUCTION ACTIVITIES... 32. AS CONTAINED IN THESE DRAWINGS AND ASSOCIATED DOCUMENTS PREPARED BY THE PROFESSIONAL OF RECORD AND BOHLER, THE USE OF THE WORDS "CERTIFY" OR "CERTIFICATION" CONVEY ONLY AN EXPRESSION OF PROFESSIONAL OPINION REGARDING THE INFORMATION WHICH IS THE SUBJECT OF THE PROFESSIONAL OF RECORD AND BOHLER'S KNOWLEDGE OR BELIEF IN ACCORDANCE WITH COMMON AND ACCEPTED PROCEDURE CONSISTENT WITH THE APPLICABLE STANDARDS OF PRACTICE...

DEMOLITION NOTES

(Rev. 1/2023)

- 1. THE GENERAL NOTES MUST BE INCLUDED AS PART OF THIS ENTIRE DOCUMENT PACKAGE AND ARE PART OF THE CONTRACT DOCUMENTS... 2. THE CONTRACTOR MUST CONDUCT DEMOLITION/REMOVALS ACTIVITIES IN SUCH A MANNER AS TO ENSURE MINIMUM INTERFERENCE WITH ROADS, STREETS, SIDEWALKS, WALKWAYS, AND ALL OTHER ADJACENT FACILITIES... 3. WHEN DEMOLITION-RELATED ACTIVITIES IMPACT ROADWAYS AND/OR ROADWAY RIGHT-OF-WAY, THE CONTRACTOR MUST OBTAIN ALL NECESSARY PERMITS FROM THE APPROPRIATE GOVERNMENTAL AUTHORITY... 4. THE DEMOLITION (AND/OR REMOVALS) PLAN IS INTENDED TO PROVIDE GENERAL INFORMATION AND TO IDENTIFY ONLY CONDITIONS REGARDING ITEMS TO BE DEMOLISHED, REMOVED, AND/OR TO REMAIN... 5. THIS PLAN IS NOT INTENDED TO AND DOES NOT PROVIDE DIRECTION REGARDING THE MEANS, METHODS, SEQUENCING, TECHNIQUES AND PROCEDURES TO BE EMPLOYED TO ACCOMPLISH THE WORK... 6. THE PROFESSIONAL OF RECORD AND BOHLER ARE NOT RESPONSIBLE FOR JOB SITE SAFETY OR SUPERVISION OF THE DEMOLITION... 7. THE CONTRACTOR IS RESPONSIBLE FOR JOB SITE SAFETY, WHICH MUST INCLUDE, BUT IS NOT LIMITED TO, THE INSTALLATION AND MAINTENANCE OF BARRIERS, FENCING, OTHER APPROPRIATE AND/OR NECESSARY SAFETY FEATURES AND ITEMS... 8. PRIOR TO THE COMMENCEMENT OF DEMOLITION, THE CONTRACTOR MUST RAISE ANY QUESTIONS CONCERNING THE ACCURACY OR INTENT OF THESE PLANS AND/OR SPECIFICATIONS... 9. THE CONTRACTOR MUST BECOME APPROPRIATE UTILITY SERVICE PROVIDER REQUIREMENTS AND IS RESPONSIBLE FOR ALL COORDINATION REGARDING UTILITY DEMOLITION AND/OR DISCONNECTION... 10. THE CONTRACTOR MUST OBTAIN ALL REQUIRED PERMITS AND MAINTAIN THE SAME ON SITE FOR REVIEW BY THE PROFESSIONAL OF RECORD AND ALL PUBLIC AGENCIES WITH JURISDICTION THROUGHOUT THE DURATION OF THE PROJECT... 11. THE CONTRACTOR MUST MAINTAIN ALL SIGNAL INTERSECTION LIGHTS AND SIGNALS... 12. DEMOLITION ACTIVITIES AND EQUIPMENT MUST NOT USE OR INCLUDE AREAS OUTSIDE THE DEFINED PROJECT LIMIT LINE... 13. THE CONTRACTOR MUST BACKFILL ALL EXCAVATION RESULTING FROM, OR INCIDENTAL TO, DEMOLITION ACTIVITIES... 14. THE CONTRACTOR MUST MAINTAIN A RECORD SET OF PLANS WHICH INDICATES THE LOCATION OF EXISTING UTILITIES THAT ARE CAPPED, ABANDONED IN PLACE, OR RELOCATED DUE TO DEMOLITION ACTIVITIES... 15. IN ACCORDANCE WITH FEDERAL, STATE, AND/OR LOCAL STANDARDS, THE CONTRACTOR MUST USE DUST CONTROL MEASURES TO LIMIT AIRBORNE DUST AND DIRT RISING AND SCATTERING IN THE AIR... 16. PAVEMENT MUST BE SAW CUT IN STRAIGHT LINES... 17. THE CONTRACTOR MUST MAINTAIN A RECORD SET OF PLANS WHICH INDICATES THE LOCATION OF EXISTING UTILITIES THAT ARE CAPPED, ABANDONED IN PLACE, OR RELOCATED DUE TO DEMOLITION ACTIVITIES... 18. THE CONTRACTOR MUST MAINTAIN A RECORD SET OF PLANS WHICH INDICATES THE LOCATION OF EXISTING UTILITIES THAT ARE CAPPED, ABANDONED IN PLACE, OR RELOCATED DUE TO DEMOLITION ACTIVITIES... 19. THE CONTRACTOR MUST MAINTAIN A RECORD SET OF PLANS WHICH INDICATES THE LOCATION OF EXISTING UTILITIES THAT ARE CAPPED, ABANDONED IN PLACE, OR RELOCATED DUE TO DEMOLITION ACTIVITIES... 20. THE CONTRACTOR MUST MAINTAIN A RECORD SET OF PLANS WHICH INDICATES THE LOCATION OF EXISTING UTILITIES THAT ARE CAPPED, ABANDONED IN PLACE, OR RELOCATED DUE TO DEMOLITION ACTIVITIES...

SITE LAYOUT NOTES

(Rev. 1/2020)

- 1. THE GENERAL NOTES MUST BE INCLUDED AS PART OF THIS ENTIRE DOCUMENT PACKAGE AND ARE PART OF THE CONTRACT DOCUMENTS... 2. PRIOR TO THE COMMENCEMENT OF GENERAL CONSTRUCTION, THE CONTRACTOR MUST INSTALL SOIL EROSION CONTROL AND/OR STORMWATER POLLUTION PREVENTION PLAN (SWPPP) MEASURES NECESSARY... 3. ALL DIRECTIONAL/TRAFFIC SIGNING AND PAVEMENT STRIPING MUST CONFORM TO THE LATEST STANDARDS OF THE MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES (MUTCD) AND ANY APPLICABLE STATE OR LOCAL SPECIFICATIONS... 4. THE CONTRACTOR IS SOLELY RESPONSIBLE FOR FIELD-VERIFYING THEIR LOCATION, THE CONTRACTOR MUST COORDINATE THE RELOCATION OF TRAFFIC SIGNS WITH THE ENTITY WITH JURISDICTION OVER THE PROJECT... 5. THE CONTRACTOR MUST BRING IMMEDIATELY, IN WRITING, ANY LIGHT OBSTRUCTIONS THAT CONFLICT WITH DRAINAGE, UTILITIES, OR OTHER STRUCTURE(S) TO THE PROFESSIONAL OF RECORDS ATTENTION... 6. THE CONTRACTOR IS RESPONSIBLE TO ENSURE THAT SHIELDING AND/OR ROTATED OPTICS ARE INSTALLED AS INDICATED ON THE PLAN IN ORDER TO ACHIEVE THE LIGHTING LEVELS THE REVIEWING AGENCY APPROVED... 7. THE CONTRACTOR IS RESPONSIBLE TO ENSURE THAT SHIELDING AND/OR ROTATED OPTICS ARE INSTALLED AS INDICATED ON THE PLAN IN ORDER TO ACHIEVE THE LIGHTING LEVELS THE REVIEWING AGENCY APPROVED... 8. THE CONTRACTOR IS RESPONSIBLE TO ENSURE THAT SHIELDING AND/OR ROTATED OPTICS ARE INSTALLED AS INDICATED ON THE PLAN IN ORDER TO ACHIEVE THE LIGHTING LEVELS THE REVIEWING AGENCY APPROVED...

GRADING NOTES

(Rev. 1/2023)

- 1. THE GENERAL NOTES MUST BE INCLUDED AS PART OF THIS ENTIRE DOCUMENT PACKAGE AND ARE PART OF THE CONTRACT DOCUMENTS... 2. THE CONTRACTOR IS RESPONSIBLE FOR REMOVING AND REPLACING ALL UNSUITABLE MATERIALS WITH SUITABLE MATERIALS AS SPECIFIED IN THE GEOTECHNICAL REPORT... 3. THE CONTRACTOR IS RESPONSIBLE FOR REMOVING AND REPLACING ALL UNSUITABLE MATERIALS WITH SUITABLE MATERIALS AS SPECIFIED IN THE GEOTECHNICAL REPORT... 4. THE CONTRACTOR IS RESPONSIBLE FOR REMOVING AND REPLACING ALL UNSUITABLE MATERIALS WITH SUITABLE MATERIALS AS SPECIFIED IN THE GEOTECHNICAL REPORT... 5. THE CONTRACTOR IS RESPONSIBLE FOR REMOVING AND REPLACING ALL UNSUITABLE MATERIALS WITH SUITABLE MATERIALS AS SPECIFIED IN THE GEOTECHNICAL REPORT... 6. THE CONTRACTOR IS RESPONSIBLE FOR REMOVING AND REPLACING ALL UNSUITABLE MATERIALS WITH SUITABLE MATERIALS AS SPECIFIED IN THE GEOTECHNICAL REPORT... 7. THE CONTRACTOR IS RESPONSIBLE FOR REMOVING AND REPLACING ALL UNSUITABLE MATERIALS WITH SUITABLE MATERIALS AS SPECIFIED IN THE GEOTECHNICAL REPORT... 8. THE CONTRACTOR IS RESPONSIBLE FOR REMOVING AND REPLACING ALL UNSUITABLE MATERIALS WITH SUITABLE MATERIALS AS SPECIFIED IN THE GEOTECHNICAL REPORT...

ACCESSIBILITY DESIGN GUIDELINES

(Rev. 1/2023)

- 1. ALL ACCESSIBLE (A.K.A. ADA) COMPONENTS AND ACCESSIBLE ROUTES MUST BE CONSTRUCTED TO MEET... 2. THE CONTRACTOR MUST REVIEW ALL DOCUMENTS REFERENCED IN THESE NOTES FOR ACCURACY, COMPLIANCE AND CONSISTENCY WITH INCLUDES AND GUIDELINES... 3. THE CONTRACTOR MUST EXERCISE APPROPRIATE CARE AND PRECISION IN CONSTRUCTION OF ACCESSIBLE (ADA) COMPONENTS AND ACCESSIBLE ROUTES FOR THE SITE... 4. ACCESSIBLE PARKING SPACES AND ACCESS AISLES SLOPES MUST NOT EXCEED 1:20 (5.0%) IN ANY DIRECTION... 5. PATH OF TRAVEL ALONG ACCESSIBLE ROUTE MUST PROVIDE A 36-INCHES MINIMUM WIDTH (48-INCHES PREFERRED)... 6. SLOPE MUST NOT EXCEED 1:20 (5.0%) IN CROSS SLOPE... 7. THE CONTRACTOR MUST MAINTAIN A RECORD SET OF PLANS WHICH INDICATES THE LOCATION OF EXISTING UTILITIES THAT ARE CAPPED, ABANDONED IN PLACE, OR RELOCATED DUE TO DEMOLITION ACTIVITIES... 8. THE CONTRACTOR MUST MAINTAIN A RECORD SET OF PLANS WHICH INDICATES THE LOCATION OF EXISTING UTILITIES THAT ARE CAPPED, ABANDONED IN PLACE, OR RELOCATED DUE TO DEMOLITION ACTIVITIES... 9. THE CONTRACTOR MUST MAINTAIN A RECORD SET OF PLANS WHICH INDICATES THE LOCATION OF EXISTING UTILITIES THAT ARE CAPPED, ABANDONED IN PLACE, OR RELOCATED DUE TO DEMOLITION ACTIVITIES... 10. THE CONTRACTOR MUST MAINTAIN A RECORD SET OF PLANS WHICH INDICATES THE LOCATION OF EXISTING UTILITIES THAT ARE CAPPED, ABANDONED IN PLACE, OR RELOCATED DUE TO DEMOLITION ACTIVITIES...

DRAINAGE AND UTILITY NOTES

(Rev. 1/2023)

- 1. THE GENERAL NOTES MUST BE INCLUDED AS PART OF THIS ENTIRE DOCUMENT PACKAGE AND ARE PART OF THE CONTRACT DOCUMENTS... 2. LOCATIONS OF ALL EXISTING AND PROPOSED SERVICES ARE APPROXIMATE, AND THE CONTRACTOR MUST INDEPENDENTLY VERIFY AND CONFIRM THESE LOCATIONS AND SERVICES WITH LOCAL UTILITY COMPANIES... 3. THE CONTRACTOR MUST VERTICALLY AND HORIZONTALLY LOCATE ALL UTILITIES AND SERVICES INCLUDING, BUT NOT LIMITED TO, GAS, WATER, ELECTRIC, SANITARY AND STORM, TELEPHONE, CABLE, FIBER OPTIC CABLE, ETC... 4. THE CONTRACTOR MUST FIELD VERIFY THE PROPOSED INTERFACE POINTS (CROSSINGS) WITH EXISTING UNDERGROUND UTILITIES... 5. THE CONTRACTOR MUST FIELD VERIFY THE PROPOSED INTERFACE POINTS (CROSSINGS) WITH EXISTING UNDERGROUND UTILITIES... 6. THE CONTRACTOR MUST FIELD VERIFY THE PROPOSED INTERFACE POINTS (CROSSINGS) WITH EXISTING UNDERGROUND UTILITIES... 7. THE CONTRACTOR MUST FIELD VERIFY THE PROPOSED INTERFACE POINTS (CROSSINGS) WITH EXISTING UNDERGROUND UTILITIES... 8. THE CONTRACTOR MUST FIELD VERIFY THE PROPOSED INTERFACE POINTS (CROSSINGS) WITH EXISTING UNDERGROUND UTILITIES... 9. THE CONTRACTOR MUST FIELD VERIFY THE PROPOSED INTERFACE POINTS (CROSSINGS) WITH EXISTING UNDERGROUND UTILITIES... 10. THE CONTRACTOR MUST FIELD VERIFY THE PROPOSED INTERFACE POINTS (CROSSINGS) WITH EXISTING UNDERGROUND UTILITIES...

SOIL EROSION & SEDIMENT CONTROL PLAN NOTES

(Rev. 1/2023)

- 1. THE GENERAL NOTES MUST BE INCLUDED AS PART OF THIS ENTIRE DOCUMENT PACKAGE AND ARE PART OF THE CONTRACT DOCUMENTS... 2. EROSION CONTROL MEASURES MUST CONFORM TO THE GEORGIA GUIDELINES FOR URBAN EROSION AND SEDIMENT CONTROL... 3. THE DISTURBED LAND AREA OF THIS PROJECT IS APPROXIMATELY 0.25 ACRES... 4. A STABILIZED CONSTRUCTION ENTRANCE/EXIT - A TEMPORARY GRAVEL CONSTRUCTION ENTRANCE/EXIT IS TO BE INSTALLED AT THE DESIGNATED LOCATION SHOWN ON THE PLAN... 5. SEDIMENT FENCE - INSTALL SILT FENCE(S) AND/OR SILT SOCK AROUND ALL OF THE DOWNSLOPE PERIMETERS OF THE SITE... 6. INSTALL FILTER BARRIER DRAIN INLET PROTECTION AROUND EACH DRAINAGE INLET AS DRAINAGE STRUCTURES ARE INSTALLED... 7. THE CONTRACTOR MUST APPLY TEMPORARY SEED AND MULCH TO ALL DISTURBED AREAS THAT WILL NOT BE BROUGHT TO FINISHED GRADE AND VEGETATED WITHIN 7 DAYS... 8. THE CONTRACTOR MUST INSTALL ADDITIONAL EROSION CONTROL MEASURES IF THE PROFESSIONAL OF RECORD SO REQUIRES... 9. THE CONTRACTOR MUST BE RESPONSIBLE FOR INSPECTING AND MAINTAINING ALL EROSION CONTROL MEASURES ON THE SITE... 10. THE CONTRACTOR MUST MAINTAIN A RECORD SET OF PLANS WHICH INDICATES THE LOCATION OF EXISTING UTILITIES THAT ARE CAPPED, ABANDONED IN PLACE, OR RELOCATED DUE TO DEMOLITION ACTIVITIES... 11. THE CONTRACTOR MUST MAINTAIN A RECORD SET OF PLANS WHICH INDICATES THE LOCATION OF EXISTING UTILITIES THAT ARE CAPPED, ABANDONED IN PLACE, OR RELOCATED DUE TO DEMOLITION ACTIVITIES... 12. THE CONTRACTOR MUST MAINTAIN A RECORD SET OF PLANS WHICH INDICATES THE LOCATION OF EXISTING UTILITIES THAT ARE CAPPED, ABANDONED IN PLACE, OR RELOCATED DUE TO DEMOLITION ACTIVITIES... 13. THE CONTRACTOR MUST MAINTAIN A RECORD SET OF PLANS WHICH INDICATES THE LOCATION OF EXISTING UTILITIES THAT ARE CAPPED, ABANDONED IN PLACE, OR RELOCATED DUE TO DEMOLITION ACTIVITIES... 14. THE CONTRACTOR MUST MAINTAIN A RECORD SET OF PLANS WHICH INDICATES THE LOCATION OF EXISTING UTILITIES THAT ARE CAPPED, ABANDONED IN PLACE, OR RELOCATED DUE TO DEMOLITION ACTIVITIES... 15. THE CONTRACTOR MUST MAINTAIN A RECORD SET OF PLANS WHICH INDICATES THE LOCATION OF EXISTING UTILITIES THAT ARE CAPPED, ABANDONED IN PLACE, OR RELOCATED DUE TO DEMOLITION ACTIVITIES...

LIGHTING NOTES

(Rev. 1/2023)

- 1. THE GENERAL NOTES MUST BE INCLUDED AS PART OF THIS ENTIRE DOCUMENT PACKAGE AND ARE PART OF THE CONTRACT DOCUMENTS... 2. THE LIGHTING CONTRACTOR MUST COMPLY WITH ALL APPLICABLE CONTRACTOR REQUIREMENTS INDICATED IN THE PLANS... 3. THE LIGHTING PLAN DEPICTS GENERAL, SUSTAINED ILLUMINATION LEVELS CALCULATED USING DATA PROVIDED BY THE NOTED MANUFACTURER... 4. THE LIGHTING VALUES AND CALCULATION POINTS DEPICTED ON THIS PLAN ARE ANALYZED ON A HORIZONTAL GEOMETRIC PLANE AT GROUND LEVEL... 5. THE LUMINAIRES, LAMPS AND LENSES MUST BE REGULARLY INSPECTED/MAINTAINED TO ENSURE THAT THEY FUNCTION PROPERLY... 6. THE LIGHTING PLAN IS INTENDED TO SHOW THE LOCATIONS AND TYPE OF LUMINAIRE, POWER SYSTEM, CONDUITS, WIRING AND OTHER ELECTRICAL COMPONENTS... 7. THE CONTRACTOR MUST BRING IMMEDIATELY, IN WRITING, ANY LIGHT OBSTRUCTIONS THAT CONFLICT WITH DRAINAGE, UTILITIES, OR OTHER STRUCTURE(S) TO THE PROFESSIONAL OF RECORDS ATTENTION... 8. THE CONTRACTOR IS RESPONSIBLE TO ENSURE THAT SHIELDING AND/OR ROTATED OPTICS ARE INSTALLED AS INDICATED ON THE PLAN IN ORDER TO ACHIEVE THE LIGHTING LEVELS THE REVIEWING AGENCY APPROVED...

BOHLER logo with address: 2111 Perimeter Center Pkwy NE, Suite 425, Atlanta, Georgia 30346. Includes phone number 404.242.2998 and website GA@BohlerEng.com.

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Professional Engineer Seal for Georgia, No. PE0648294, dated 07/16/2024.

BOHLER logo and contact information: 211 PERIMETER CENTER PKWY NE, SUITE 425, ATLANTA, GEORGIA 30346. GA@BohlerEng.com

STORE SERIES 08 - #05571 CFA Fairburn SENOIA RD AT FAIRBURN PKWY, FAIRBURN, GA

SHEET TITLE GENERAL NOTES

DWG EDITION 02.4

PRELIMINARY 80% SUBMITTAL FOR CONSTRUCTION

JOB NO. : GAA220215 STORE : #05571 DATE : 01/16/2024 DRAWN BY : SNUB CHECKED BY : NF CAD ID : C-1.1

SHEET C-1.1

STANDARD DRAWING LEGEND FOR ENTIRE PLAN SET			STANDARD ABBREVIATIONS FOR ENTIRE PLAN SET	
LIMIT OF WORK		—LOW—LOW—	AC	ACRES
LIMIT OF DISTURBANCE		—LOD—LOD—	ADA	AMERICANS WITH DISABILITY ACT
EXISTING NOTE	TYPICAL NOTE TEXT	PROPOSED NOTE	ARCH	ARCHITECTURAL
---	ON-SITE PROPERTY LINE / R.O.W. LINE	---	BC	BOTTOM OF CURB
---	NEIGHBORING PROPERTY LINE / INTERIOR PARCEL LINE	---	BF	BASEMENT FLOOR
---	EASEMENT LINE	---	BK	BLOCK
---	SETBACK LINE	---	BL	BASELINE
			BLDG	BUILDING
			BML	BUILDING BENCHMARK
			BRL	BUILDING RESTRICTION LINE
			CF	CUBIC FEET
			CL	CENTERLINE
			CMP	CORRUGATED METAL PIPE
			CONN	CONNECTION
			CONC	CONCRETE
			CPP	CORRUGATED PLASTIC PIPE
			CY	CUBIC YARDS
			DEC	DECORATIVE
			DEP	DEPRESSED
			DIP	DUCTILE IRON PIPE
			DOM	DOMESTIC
			ELEC	ELECTRIC
			ELEV	ELEVATION
			EP	EDGE OF PAVEMENT
			ES	EDGE OF SHOULDER
			EW	END WALL
			EX	EXISTING
			FES	FLARED END SECTION
			FF	FINISHED FLOOR
			FH	FIRE HYDRANT
			FG	FINISHED GRADE
			G	GRADE
			GF	GARAGE FLOOR (AT DOOR)
			GH	GRADE HIGHER SIDE OF WALL
			GL	GRADE LOWER SIDE OF WALL
			GRT	GRATE
			GV	GATE VALVE
			HDPE	HIGH DENSITY POLYETHYLENE PIPE
			HP	HIGH POINT
			HOR	HORIZONTAL
			HW	HEADWALL
			INT	INTERSECTION
			INV	INVERT
			LF	LINEAR FOOT
			LOC	LIMITS OF CLEARING
			LOD	LIMITS OF DISTURBANCE
			LOS	LINE OF SIGHT
			LP	LOW POINT
			L/S	LANDSCAPE
			MAX	MAXIMUM
			MIN	MINIMUM
			MH	MANHOLE
			MJ	MECHANICAL JOINT
			OC	ON CENTER
			PA	POINT OF ANALYSIS
			PC	POINT OF CURVATURE
			PCCR	POINT OF COMPOUND CURVATURE, CURB RETURN
			PI	POINT OF INTERSECTION
			POG	POINT OF GRADE
			PROP	PROPOSED
			PT	POINT OF TANGENCY
			PTCR	POINT OF TANGENCY, CURB RETURN
			PVC	POLYVINYL CHLORIDE PIPE
			PVI	POINT OF VERTICAL INTERSECTION
			PVT	POINT OF VERTICAL TANGENCY
			R	RADIUS
			RCP	REINFORCED CONCRETE PIPE
			RET WALL	RETAINING WALL
			RW	RIGHT OF WAY
			S	SLOPE
			SAN	SANITARY SEWER
			SF	SQUARE FEET
			STA	STATION
			STM	STORM
			SW	SIDEWALK
			TBA	TO BE ABANDONED
			TBR	TO BE REMOVED
			TBRL	TO BE RELOCATED
			TBV	TO BE VACATED
			TC	TOP OF CURB
			TELE	TELEPHONE
			TPF	TREE PROTECTION FENCE
			TW	TOP OF WALL
			TYP	TYPICAL
			UG	UNDERGROUND
			UP	UTILITY POLE
			W	WIDE
			WL	WATER LINE
			WM	WATER METER
			±	PLUS OR MINUS
			°	DEGREE
			Ø	DIAMETER
			#	NUMBER



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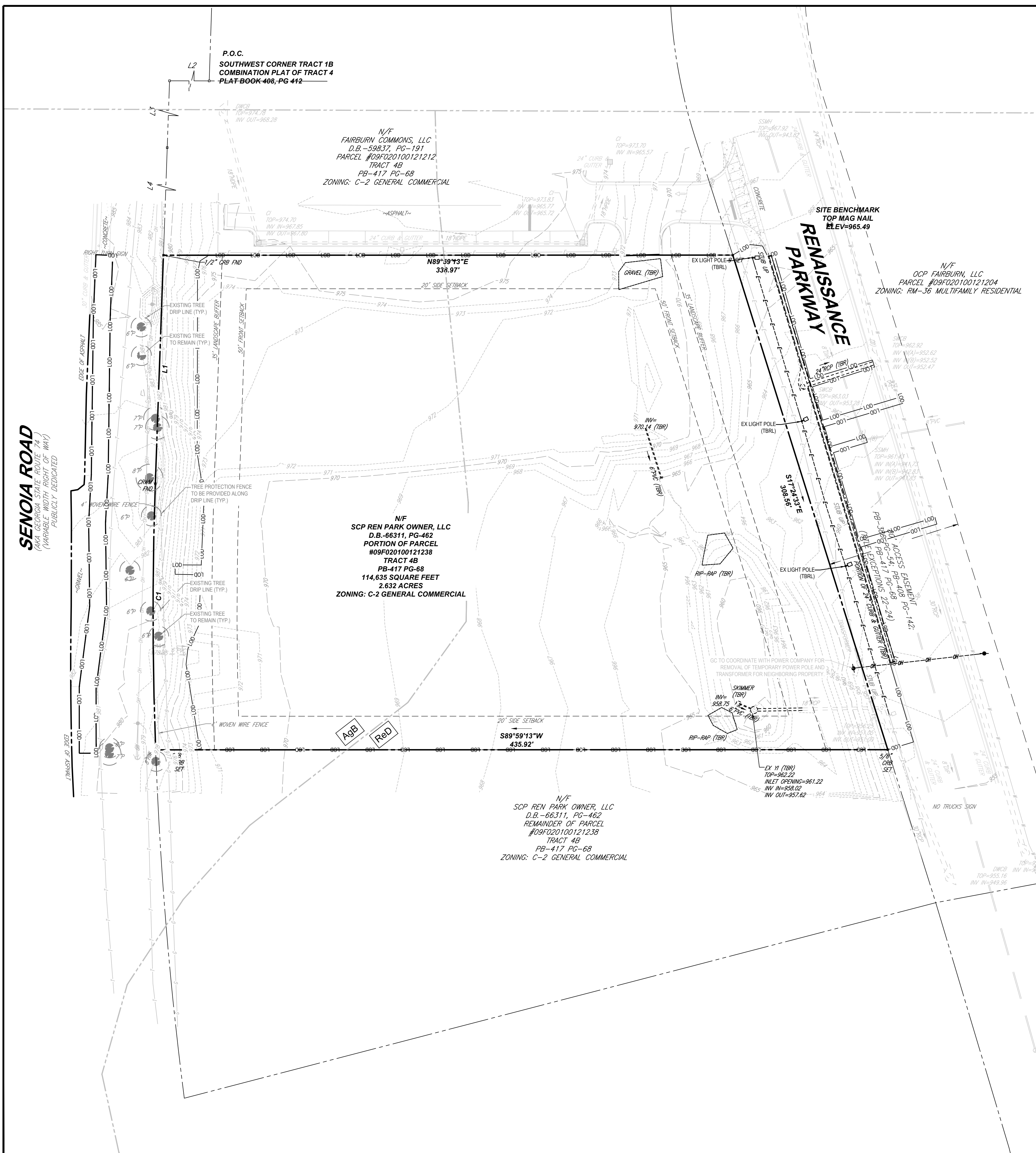
STORE
SERIES 08 - #05571
CFA Fairburn
SENOIA RD AT
RENAISSANCE PKWY,
FAIRBURN, GA

SHEET TITLE
LEGENDS & ABBREVIATIONS

DWG EDITION 02.4
 PRELIMINARY
 80% SUBMITTAL
 FOR CONSTRUCTION

JOB NO. : GAA220215
STORE : #05571
DATE : 01/16/2024
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GEORGIA REGISTERED PROFESSIONAL ENGINEER
No. PED46894
07/16/2024
NATHAN R. FUSSELL

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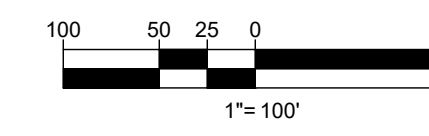
SHEET TITLE
DEMOLITION PLAN

DWG EDITION 02.4

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STORE : #05571
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SHEET
C-1.3



LEGEND	
EX. PROPERTY LINE	---
EX. ADJACENT PROPERTY LINE	- - - -
EX. ROADWAY CL	---
PROP. PROPERTY LINE	---
PROP. BUFFER	---
PROP. SETBACK	---
PROP. PARKING COUNT	(P)
PROP. SIGN	▲
PROP. BUILDING ENTRANCES	▲

SITE NOTES:

1. THE PROPOSED ACTIVITIES SHALL COMPLY WITH CITY OF FAIRBURN DEVELOPMENT REGULATIONS (LATEST EDITION) INCLUDING THE TREE AND LANDSCAPE CODE, STORM WATER MANAGEMENT REGULATIONS, AND FIRE CODES AT THE TIME OF PERMITTING.
2. SIDEWALKS TO BE PROVIDED AND BUILT IN ACCORDANCE WITH F.D.O.T. AND CITY OF BRADENTON LAND DEVELOPMENT REGULATIONS (LATEST EDITION). ALL PROPOSED SIDEWALKS SHALL MEET ADA REQUIREMENTS.
3. ALL DIMENSIONS ARE SHOWN AT FACE OF CURB, UNLESS OTHERWISE NOTED. B/C INDICATES DIMENSION IS TO BACK OF CURB.
4. ALL RADII DIMENSIONS ARE 3' AT THE FACE OF CURB UNLESS OTHERWISE NOTED.
5. FREE STANDING SIGNAGE SHOWN ONLY FOR REPRESENTATIONAL PURPOSES, AND SHALL BE PERMITTED SEPARATELY.
6. A RIGHT-OF-WAY PERMIT WILL BE REQUIRED FOR ALL WORK WITHIN THE PUBLIC RIGHT-OF-WAY. SPECIFIC STIPULATIONS OR CONDITIONS WILL BE IMPOSED AT THE TIME OF PERMIT APPLICATION.
7. CONSTRUCTION PLAN APPROVAL DOES NOT EXEMPT THE CONTRACTOR FROM OBTAINING THE REQUIRED BUILDING, ELECTRICAL, PLUMBING, AND MECHANICAL PERMITS. THESE INCLUDE BUT ARE NOT LIMITED TO ANY STRUCTURE, SIGN, WALL, ENCLOSURE, OR SCREENING, ETC.
8. IN THE EVENT THE PROJECT IS TERMINATED PRIOR TO CONSTRUCTION COMPLETION, THE PROJECT SHALL BE BROUGHT TO GRADE, SEEDED, AND ALL DEBRIS AND MATERIALS SHALL BE HAULED OFF-SITE AND DUMPED AT A STATE OF FLORIDA APPROVED FACILITY.
9. ANY DAMAGED SIDEWALK OR CURB WITHIN THE F.D.O.T. RIGHT-OF-WAY SHALL BE REMOVED AND REPLACED.
10. ALL DISTURBED AREAS WITHIN THE F.D.O.T. RIGHT-OF-WAY WILL BE SODDED.
11. STANDARD INDICES REFER TO THE LATEST VERSION OF F.D.O.T. "ROADWAY AND TRAFFIC DESIGN STANDARDS."
12. NO LANE CLOSURES ARE ALLOWED BETWEEN 5:00 A.M. AND 7:30 P.M. THE F.D.O.T. RESERVES THE RIGHT TO REQUIRE DIFFERENT HOURS OF LANE CLOSURE. ALL LANE CLOSURES MUST BE APPROVED BY THE DEPARTMENT AT LEAST TWO WEEKS PRIOR TO THE LANE CLOSURE IN ACCORDANCE WITH THE DISTRICT LANE CLOSURE POLICY.
13. ALL POTABLE WATER, RECLAIMED WATER, AND SANITARY SEWER CONSTRUCTION SHALL BE IN ACCORDANCE WITH THE APPROVED CONSTRUCTION PLAN.
14. FDEP WATER AND WASTEWATER PERMITS MUST BE OBTAINED PRIOR TO BEGINNING CONSTRUCTION.
15. PROPER DOCUMENTATION FOR ALL PUBLIC UTILITY EASEMENTS SHALL BE PROVIDED TO THE PROPERTY MANAGEMENT DEPARTMENT PRIOR TO CERTIFICATE OF COMPLETION.
16. UTILITY RECORD DRAWINGS ARE REQUIRED PRIOR TO PLACING THIS WATER AND WASTEWATER FACILITIES INTO SERVICE. PLEASE SEE THE ADDITIONAL INFORMATION SECTION FOR INSTRUCTIONS.

RIGHT-OF-WAY NOTES:

1. A RIGHT-OF-WAY USE PERMIT WILL BE REQUIRED FOR ALL WORK WITHIN THE PUBLIC RIGHT-OF-WAY. SPECIFIC STIPULATIONS OR CONDITIONS WILL BE IMPOSED AT THE TIME OF PERMIT APPLICATION.
2. ALL AREAS WITHIN THE COUNTY OR F.D.O.T. RIGHT-OF-WAY DISTURBED THROUGH THE COURSE OF CONSTRUCTION WILL BE RE-GRADED AND SODDED.
3. IT SHALL BE THE DEVELOPER'S RESPONSIBILITY TO PROTECT ALL COUNTY OR F.D.O.T. OWNED AND/OR MAINTAINED INFRASTRUCTURE. ANY/all COSTS ASSOCIATED WITH ALTERATIONS, RELOCATIONS, OR REPAIRS MADE NECESSARY BY THIS DEVELOPMENT SHALL BE BORNE BY EITHER THE OWNER, DEVELOPER, AND/OR CONTRACTOR. SPLICES IN THE FIBER OPTIC CABLE, SIGNALIZATION OR ROADWAY LIGHTING CONDUCTORS, OR THE ADDITION OF ADDITIONAL PULL/JUNCTION BOXES WILL NOT BE PERMITTED. IN THE EVENT A CABLE IS CUT, DAMAGED, OR REQUIRES RELOCATION, THE CABLE(S) SHALL BE RESTORED BACK TO THE ORIGINAL CONFIGURATION. ORIGINAL CONFIGURATION IS DEFINED AS SYSTEM STATUS, LAYOUT, AND DESIGN PRIOR TO ANY WORK COMMENCING.
4. FOR UTILITIES TO BE RELOCATED BY THE UTILITY PROVIDER, CONTRACTOR SHALL COORDINATE DEMOLITION SCHEDULE WITH UTILITY PROVIDERS. DEMOLITION OF SIDEWALKS AND DRIVEWAYS SHALL OCCUR PRIOR TO UTILITY RELOCATIONS.

ADA ACCESSIBILITY NOTES:

1. ALL HANDICAPPED PARKING SPACES AND ACCESS AISLES ADJACENT TO THE HANDICAP PARKING SPACES SHALL HAVE A MAXIMUM OF 2% SLOPE IN ALL DIRECTIONS (THIS INCLUDES RUNNING SLOPE AND CROSS SLOPE).
2. AN ACCESSIBLE ROUTE FROM THE PUBLIC STREET OR SIDEWALK TO ALL BUILDING ENTRANCES MUST BE PROVIDED. THIS ACCESSIBLE ROUTE SHALL BE A MINIMUM OF 60" WIDE. THE RUNNING SLOPE OF AN ACCESSIBLE ROUTE SHALL NOT EXCEED 5% AND THE CROSS SLOPE SHALL NOT EXCEED 2%.
3. SLOPES EXCEEDING 5% BUT LESS THAN 8% WILL REQUIRE A RAMP AND MUST CONFORM TO THE REQUIREMENTS FOR RAMP DESIGN (HANDRAILS, CURBS, LANDINGS). NO RAMP SHALL EXCEED AN 8% RUNNING SLOPE OR 2% CROSS SLOPE.
4. IN THE CASE THAT A NEW SIDEWALK WILL BE CONSTRUCTED IN THE ROW OF A SITE, THE RUNNING SLOPE OF THE SIDEWALK SHALL NOT EXCEED 5% AND THE CROSS SLOPE SHALL NOT EXCEED 2%. THIS STANDARD APPLIES TO CROSS WALKS IN THE DRIVEWAY AS WELL AND WILL REQUIRE SPECIAL ATTENTION DURING STAKING TO MAKE SURE THE 2% CROSS SLOPE IS MET IN THE CROSS WALK.
5. IT WILL BE THE RESPONSIBILITY OF THE GENERAL CONTRACTOR TO ENSURE THAT THE HANDICAP PARKING SPACES, ACCESSIBLE ROUTES, AND SIDEWALKS/CROSSWALKS ARE CONSTRUCTED TO MEET ADA REQUIREMENTS.
6. ANY REQUIREMENTS LISTED ABOVE THAT CAN NOT BE MET SHALL BE BROUGHT TO THE ENGINEER'S ATTENTION IMMEDIATELY. ANYTHING NOT BUILT TO THE ABOVE STANDARDS WILL REQUIRE REMOVAL AND REPLACEMENT OF THE NON COMPLIANT AREAS AT THE GENERAL CONTRACTORS COST.



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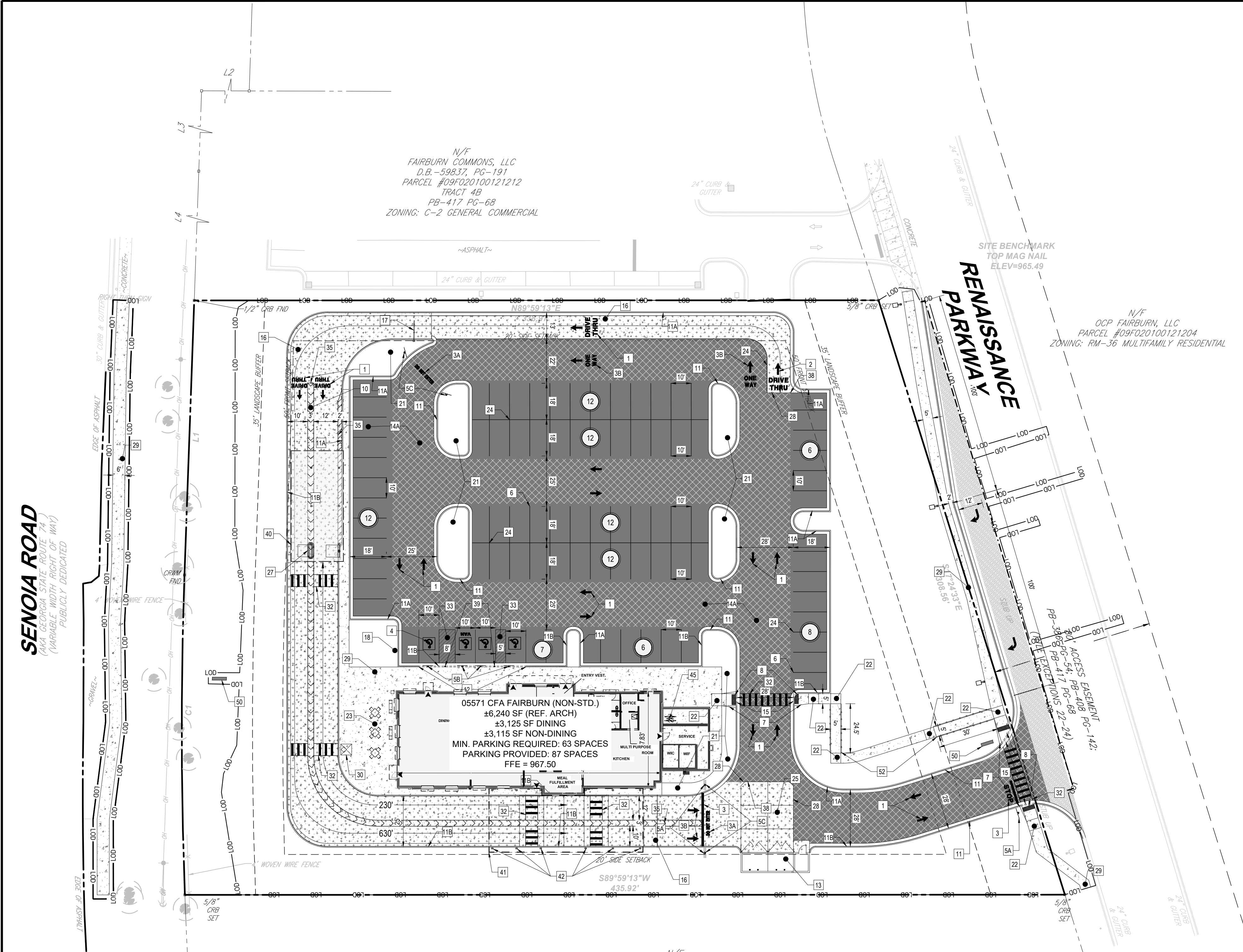
SHEET TITLE
OVERALL PLAN

DWG EDITION 02.4

PRELIMINARY
 80% SUBMITTAL
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JOB NO. : GAA220215
 STORE : #05571
 DATE : 01/16/2024
 DRAWN BY : SNJB
 CHECKED BY : NF
 CAD ID : C-2.0

SHEET
C-2.0



LEGEND

EX. PROPERTY LINE	---
EX. ADJACENT PROPERTY LINE	---
EX. ROADWAY C/L	---
PROP. PROPERTY LINE	---
PROP. BUFFER	---
PROP. SETBACK	---
PROP. PARKING COUNT	①
PROP. SIGN	▲
PROP. BUILDING ENTRANCES	▲
PROP. ASPHALT PAVING	▨
PROP. HEAVY DUTY ASPHALT	▨
PROP. CONCRETE SIDEWALK	▨
PROP. STANDARD DUTY CONCRETE	▨
PROP. HEAVY DUTY CONCRETE	▨
PROP. CITY OF FAIRBURN ASPHALT	▨

SITE DATA

PARCEL ID/FOLIO NUMBER	09F020100121238
SITE ADDRESS	SENOIA ROAD AT RENAISSANCE PARKWAY
JURISDICTION	FAIRBURN GA 30213
CITY OF FAIRBURN	
ZONING	C-2 GENERAL COMMERCIAL
FUTURE LAND USE	COMMERCIAL TOURIST
EXISTING LAND USE	VACANT
PROPOSED LAND USE	QSR RESTAURANT
FEMA ZONE	X
PROPOSED F.A.R.	0.08
PROPOSED BUILDING HEIGHT	20'4" 12"
PROPOSED IMPERVIOUS AREA	±1.75 ACRES
TOTAL PROJECT AREA	2.63 ACRES (114,635 SQUARE FEET)

PARKING CALCULATIONS

(18'X10') REG. PARKING SPACES PROVIDED	83 SPACES
(18'X10') COMP. PARKING SPACES PROVIDED	0 SPACES
TOTAL (12'X18') ADA SPACES PROVIDED	4 SPACES
TOTAL SPACES PROVIDED	87 SPACES

REQUIRED PARKING SPACES

REQUIRED PARKING SPACES	(3,125 SQUARE FEET (DINING AREA) / 200 SQUARE FEET = 16 SPACES) + (3,115 SQUARE FEET (NON-DINING AREA) / 1,000 SQUARE FEET = 4 SPACES) = 20 PARKING SPACES
REQUIRED BICYCLE PARKING	N/A
PROVIDED BICYCLE PARKING	2 SPACES

BUILDING SETBACKS

NORTH	20' SIDE
SOUTH	20' SIDE
EAST	50' FRONT
WEST	50' FRONT

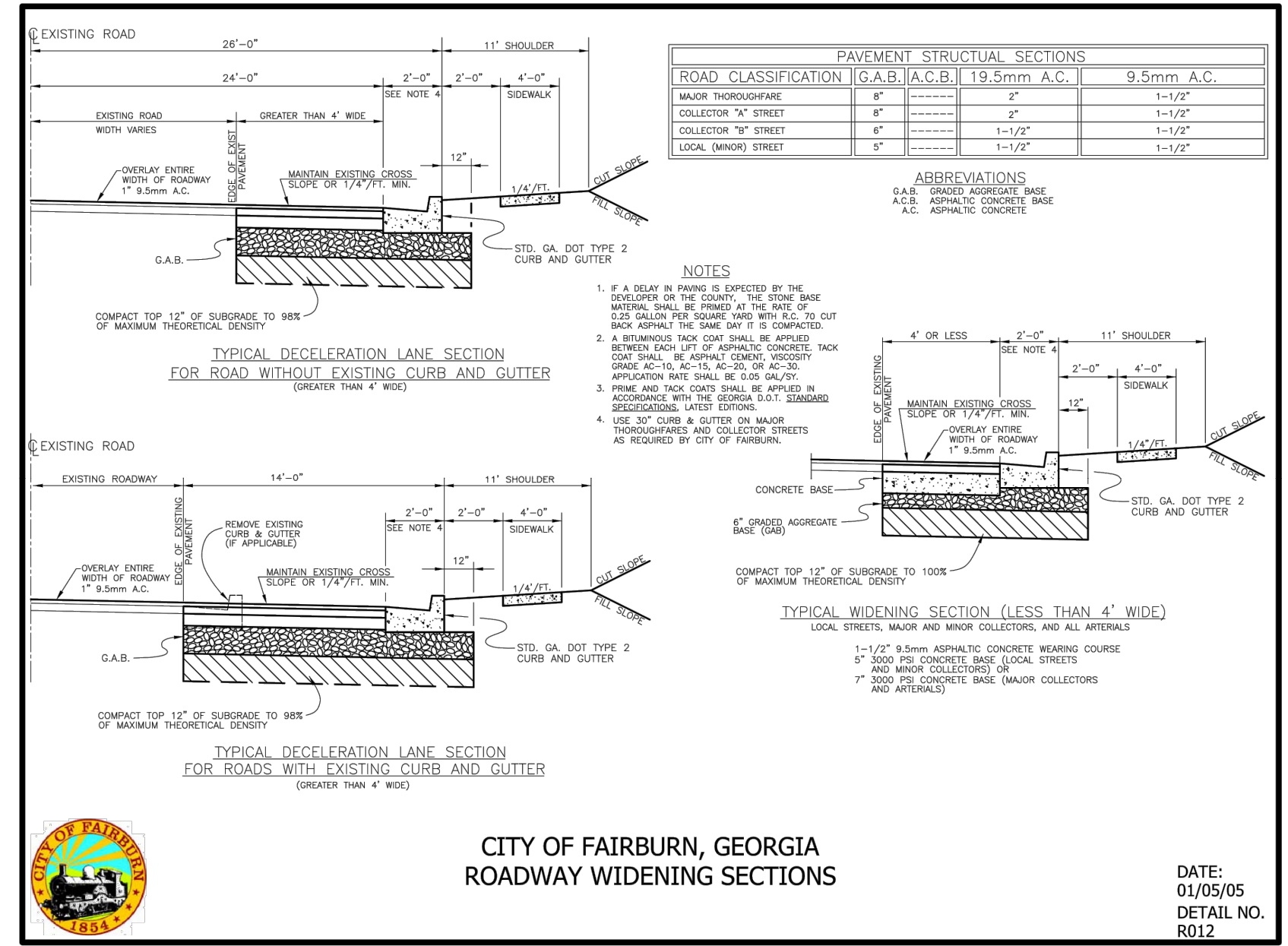
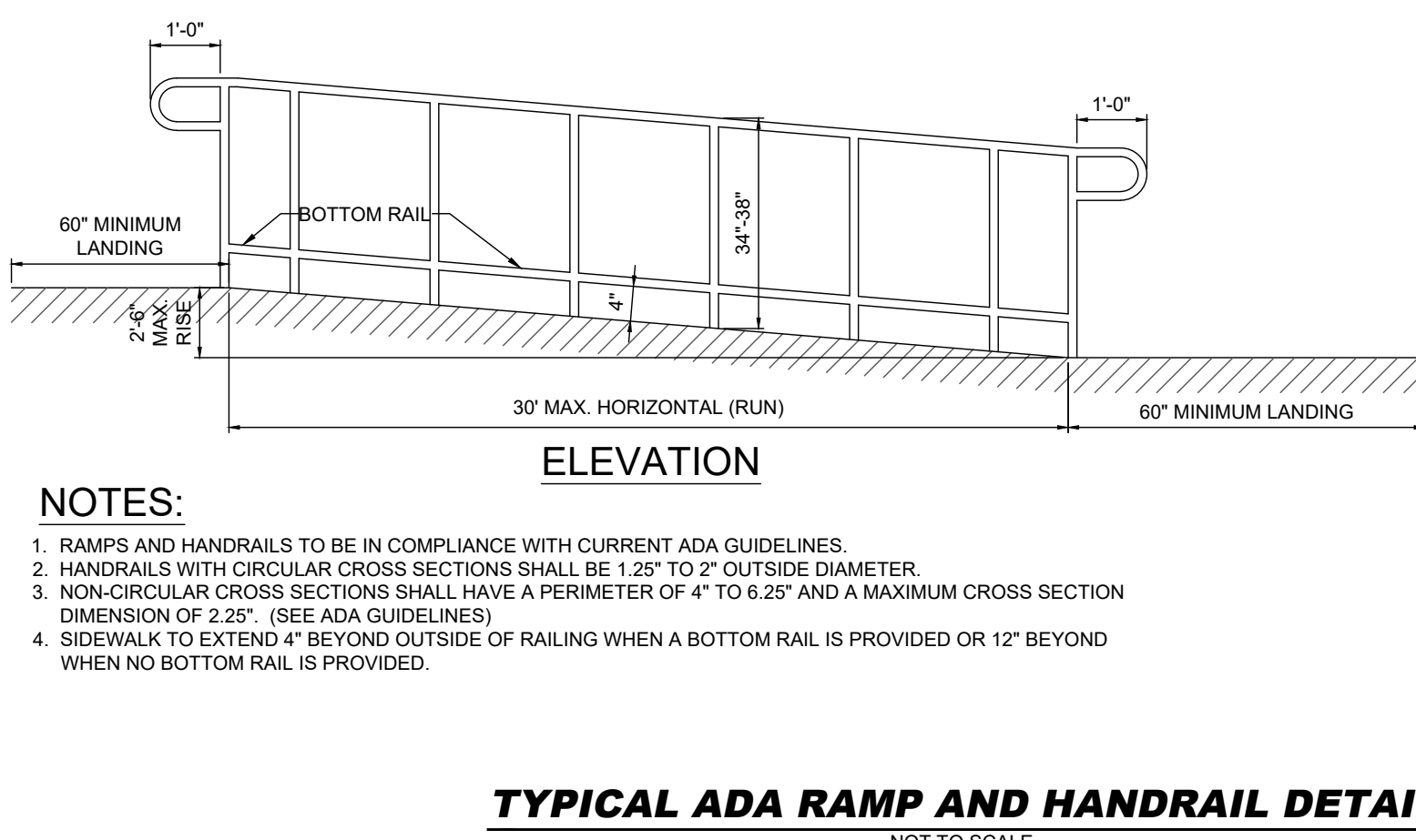
LANDSCAPE BUFFER REQUIREMENTS

NORTH	N/A
SOUTH	N/A
EAST	35'
WEST	35'

SITE PLAN DESIGN NOTES & KEY PLAN

- DIRECTIONAL ARROW (TYP)
- DRIVE-THRU GRAPHICS (TYP)
- STOP BAR GRAPHIC (TYP)
 - DO NOT ENTER GRAPHIC (TYP)
 - ONE WAY GRAPHIC (TYP)
- PAINTED ACCESSIBLE PARKING SYMBOL (TYP)
- SITE SIGNAGE
ALL SIGNS SHALL CONFORM TO THE "MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES" BY THE U.S. DEPARTMENT OF TRANSPORTATION AND NEW YORK STATE SUPPLEMENT; REFER TO SIGN PLAN BY OTHERS
 - STOP SIGN
 - ACCESSIBLE PARKING SIGN WITH BOLLARD BASE
 - "DO NOT ENTER" SIGN
 - DOUBLE FACED PYLON SIGN
 - CATERING AND CARRYOUT SIGN WITH BOLLARD BASE
 - YIELD FOR PEDESTRIAN SIGN
 - LEFT TURN ONLY SIGN
 - DEAD END SIGN
- STANDARD PARKING STALL (TYP)
- SIDEWALK ACCESSIBLE RAMP (TYP)
- PROP. DETECTABLE WARNING STRIP (TYP)
- DRIVE-THRU MANUAL SLIDER PANEL DOOR. REFER TO ARCH PLANS FOR DETAILS
- DRIVE-THRU ISOMETRIC (REFER TO ARCH. PLANS AND CFA DETAILS)
- CONCRETE CURB (TYP)
 - SPILLING CURB AND GUTTER (TYP)
 - CATCHING CURB AND GUTTER (TYP)
- MONOLITHIC CURB AND SIDEWALK (TYP)
- REFUSE ENCLOSURE FOUNDATION (REFER TO ARCH. PLAN AND CFA DETAILS)
- TYPICAL PAVEMENT SECTION (REFER TO GEOTECHNICAL REPORT BY OTHERS)
 - LIGHT DUTY PAVEMENT SECTION (PARKING SPACES ONLY)
 - HEAVY DUTY PAVEMENT SECTION
- FLUSH CURB
- CONCRETE PAVING @ DRIVE THRU LANE
- CLEARANCE BAR
- FLAGPOLE (REFER TO SIGN PACKAGE BY OTHERS)
- AREA LIGHT AND POLE (REFER TO LIGHTING PLAN BY OTHERS, TYP)
- MENU BOARD & CANOPY ORDERING STATION (REFER TO ARCH. PLANS BY OTHERS)
- LANDSCAPED AREA
- ACCESSIBLE LANDING AREA (TYP)
- SEASONAL OUTDOOR SEATING AREA (REFER TO ARCH. PLANS)
- 4" WIDE WHITE STRIPE (TYP.)
- CONCRETE APRON @ TRASH ENCLOSURE
- 4" WIDE STRIPES @ 3" O.C., YELLOW REFLECTIVE PAINT WITH ANTI-SLIP ADHESIVE
- DRIVE-THRU ORDER POINT BOLLARD
- PROP. EDGE OF ASPHALT PAVEMENT
- CONCRETE SIDEWALK
- PROP. CASH STATION (5' X 5' CONC. PAD FOR CASH STATION)
- PROP. ALUMINUM HANDRAIL
- STRIPED CROSS-WALK (TYP)
- 4" WIDE BLUE STRIPE (TYP.)
- BUILDING CANOPY
- 4" WIDE YELLOW STRIPE
- 24" SOLID WHITE CROSS-WALK
- PROPOSED CONCRETE DRIVEWAY
- EDGE OF CONCRETE PAVEMENT
- PROP. BOLLARD
- ORDER CANOPY (REFER TO PLANS BY OTHERS)
- OUTSIDE MEAL DELIVERY CANOPY (REFER TO PLANS BY OTHERS)
- CANOPY COLUMN (REFER TO PLANS BY OTHERS)
- LIMIT OF DISTURBANCE
- PROP. SAWCUT - REMOVE AND REPLACE PAVEMENT TO FULL DEPTH (TYP)
- PROP BICYCLE RACK
- PROP WALK-UP ORDER WINDOWS
- PROP RETAINING WALL
- START OF TURN DOWN WALL
- PROP OUTDOOR PICK-UP WINDOW
- CANOPY FAN
- MONUMENT SIGN FLUME
- ADA RAMP WITH HANDRAILS

SENOIA ROAD
(MARIETTA STATE ROUTE 141)
(MARIETTA STATE ROUTE 141)
PUBLICLY DEDICATED



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CFA Fairburn
SENOIA RD AT
RENAISSANCE PKWY,
FAIRBURN, GA

SHEET TITLE
SITE PLAN

DWG EDITION 02.4

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THIS PLAN TO BE UTILIZED FOR PRELIMINARY PURPOSES ONLY

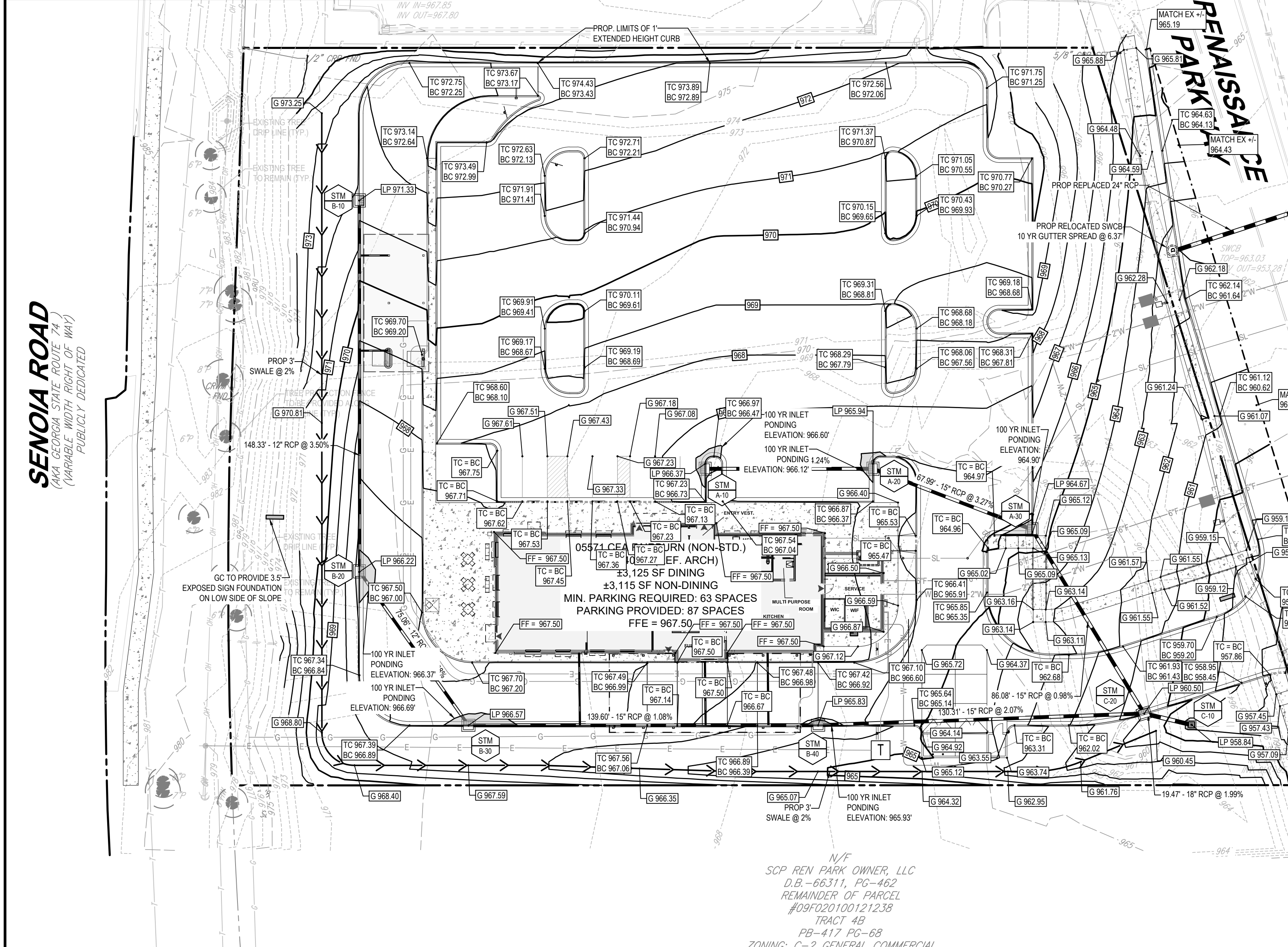
OVERALL DEVELOPMENT PROJECTED POST-DEVELOPED CN CALCULATIONS

DESCRIPTION	ACTUAL CN	DESIGN CN	AREA
PERVIOUS	74	74	0.725 AC.
IMPERVIOUS	98	98	2.175 AC.
OVERALL	92	92	2.90 AC.

POST-DEVELOPED CN CALCULATIONS

DESCRIPTION	ACTUAL CN	DESIGN CN	AREA
PERVIOUS	74	74	1.34 AC.
IMPERVIOUS	98	98	1.56 AC.
OVERALL	88	88	2.90 AC.

N/F FAIRBURN COMMONS, LLC
D.B.-59837, PG-191
PARCEL #09F020100121212
TRACT 4B
PB-417 PG-68
ZONING: C-2 GENERAL COMMERCIAL



SENIOIA ROAD
(ADJACENT STATE ROUTE 124)
PUBLICLY DEDICATED

STORM SEWER PIPE SCHEDULE

FROM	FROM INV	TO	TO INV	PIPE LENGTH	SLOPE (%)	DIAMETER (IN.)	MATERIAL
A-20	959.56'	A-10	962.40'	67.00'	4.24%	15"	RCP
A-30	957.34'	A-20	959.56'	67.99'	3.27%	15"	RCP
B-20	961.51'	B-10	966.70'	148.33'	3.50%	12"	RCP
B-30	960.70'	B-20	961.51'	75.06'	1.08%	12"	RCP
B-40	959.19'	B-30	960.70'	139.60'	1.08%	15"	RCP
C-10	955.35'	C-20	955.74'	19.47'	1.99%	18"	RCP
C-20	956.50'	A-30	957.34'	86.08'	0.98%	15"	RCP
C-20	956.50'	B-40	959.19'	130.31'	2.07%	15"	RCP
D-10	960.39'	D-20	960.10'	28.81'	1.01%	6"	HDPE
D-30	959.86'	D-40	959.60'	25.50'	1.02%	6"	HDPE
D-50	959.64'	D-60	959.35'	28.84'	1.01%	6"	HDPE

GENERAL NOTES

- CONTRACTOR WILL BE RESPONSIBLE FOR VERIFYING THE LOCATION AND DEPTH OF ALL EXISTING UTILITIES PRIOR TO CONSTRUCTION.
- CONTRACTOR SHALL SUBMIT SHOP DRAWINGS TO THE ENGINEER FOR REVIEW AND APPROVAL PRIOR TO CASTING STRUCTURES.
- COORDINATE ALL UTILITY LEADS AND BUILDING CONNECTIONS WITH THE ARCHITECTURAL PLANS.
- ALL DISTURBED AREAS WITHIN RIGHT-OF-WAY WILL NEED TO BE SODED.

GRADING NOTES

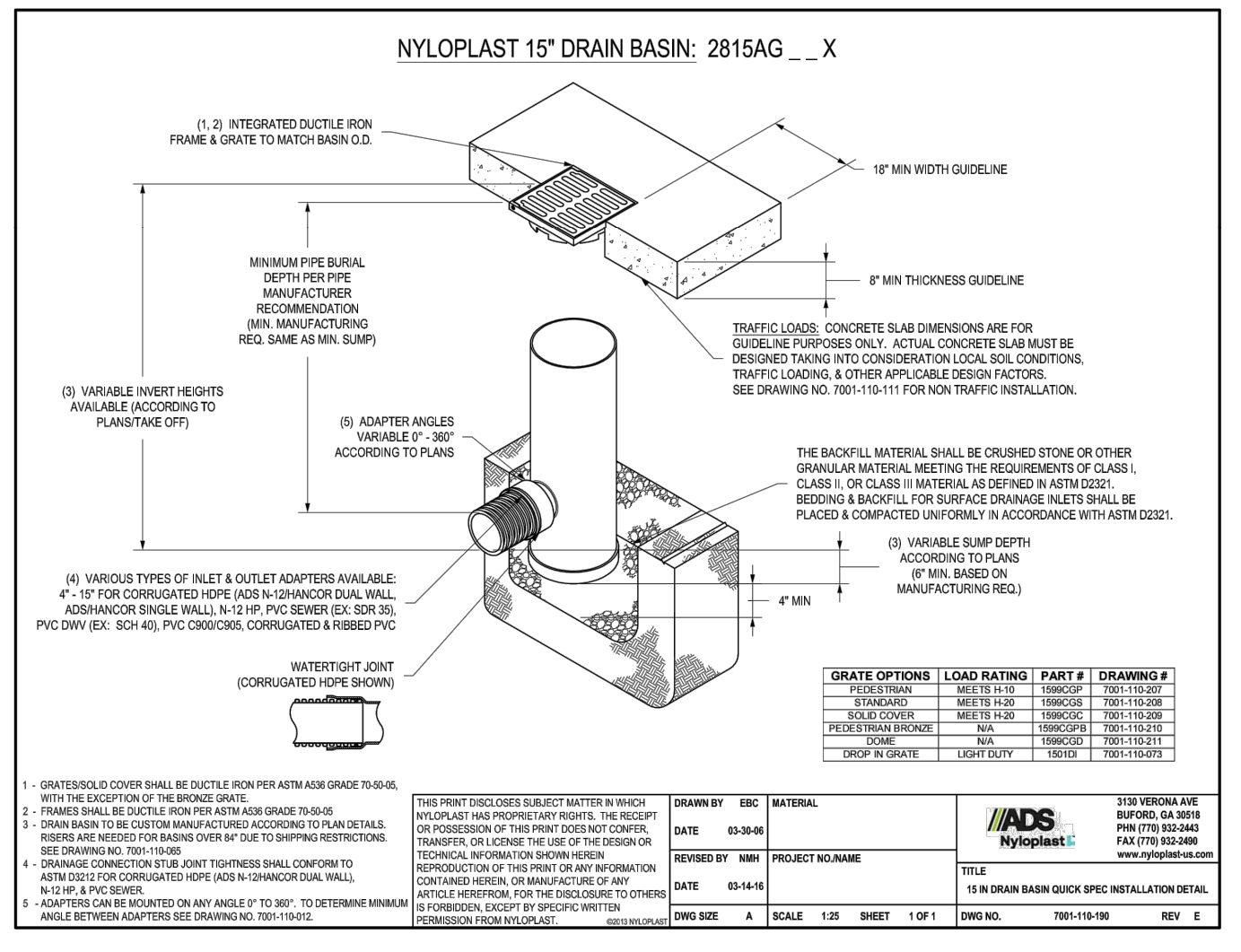
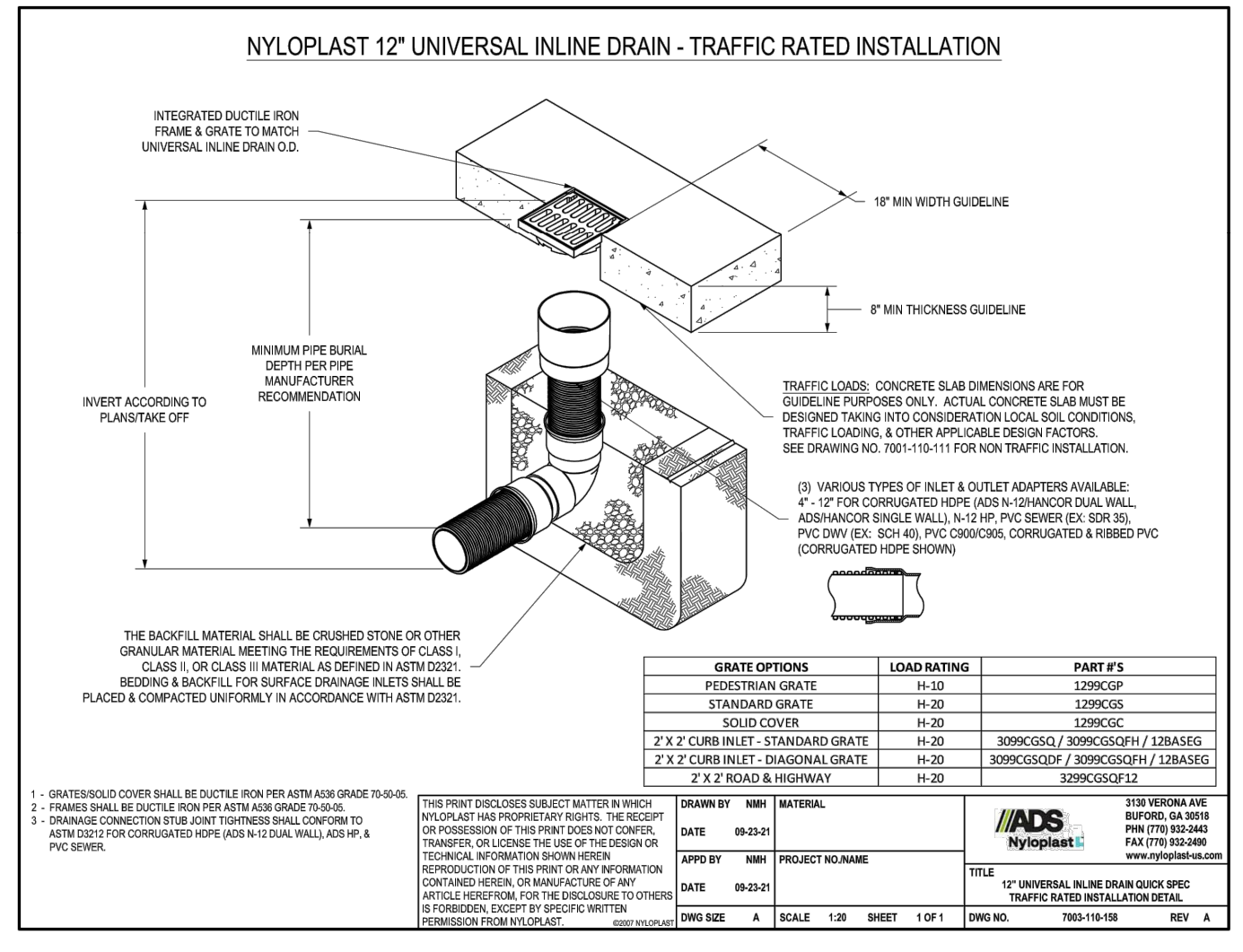
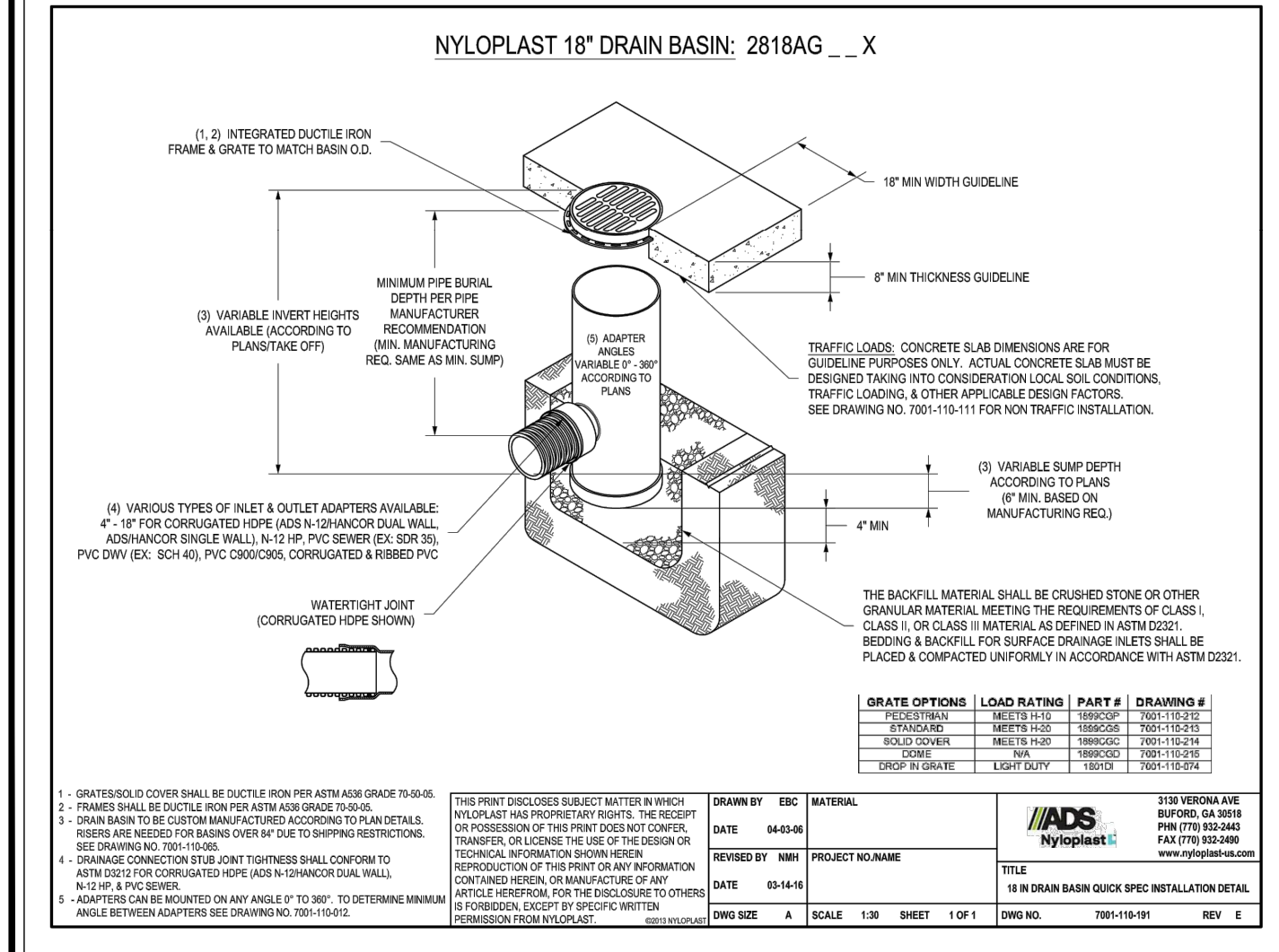
- CONTRACTOR IS RESPONSIBLE FOR DEMOLITION OF EXISTING STRUCTURES INCLUDING REMOVAL OF ANY EXISTING UTILITIES. UTILITIES ARE TO BE REMOVED TO THE RIGHT-OF-WAY.
- THE CONTRACTOR IS SPECIFICALLY CAUTIONED THAT THE LOCATION AND/OR ELEVATION OF EXISTING UTILITIES AS SHOWN ON THESE PLANS IS BASED ON RECORDS OF THE VARIOUS UTILITY COMPANIES, AND WHERE POSSIBLE, MEASUREMENTS TAKEN IN THE FIELD. THE INFORMATION IS NOT TO BE RELIED ON AS BEING EXACT OR COMPLETE. THE CONTRACTOR MUST CALL THE APPROPRIATE UTILITY COMPANIES AT LEAST 72 HOURS BEFORE ANY EXCAVATION TO REQUEST EXACT FIELD LOCATION OF UTILITIES. IT SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR TO RELOCATE ALL EXISTING UTILITIES WHICH CONFLICT WITH THE PROPOSED IMPROVEMENTS SHOWN ON THE PLANS.
- ALL CUT OR FILL SLOPES SHALL BE 3:1 OR FLATTER UNLESS OTHERWISE NOTED. SLOPE MATTING IS TO BE USED FOR SLOPES STEEPER THAN 3:1.
- PRECAST STRUCTURES MAY BE USED AT CONTRACTORS OPTION.
- STORM PIPE SHALL BE AS FOLLOWS UNLESS OTHERWISE NOTED: CLASS III RCP (ASTM C76).
- EXISTING PIPES TO BE CLEANED OUT TO REMOVE ALL SILT AND DEBRIS.
- EXISTING GRADE CONTOUR INTERVALS SHOWN AT 1'.
- PROPOSED GRADE CONTOUR INTERVALS SHOWN AT 1' INTERVALS.
- IF ANY EXISTING STRUCTURES TO REMAIN ARE DAMAGED DURING CONSTRUCTION, IT SHALL BE THE CONTRACTORS RESPONSIBILITY TO REPAIR AND/OR REPLACE THE EXISTING STRUCTURE AS NECESSARY TO RETURN IT TO EXISTING CONDITIONS OR BETTER.
- ALL STORM PIPE ENTERING STRUCTURES SHALL BE FLOUSED TO ASSURE CONNECTION AT STRUCTURE IS WATERTIGHT.
- ALL STORM SEWER MANHOLES IN PAVED AREAS SHALL BE FLUSH WITH PAVEMENT, AND SHALL HAVE TRAFFIC BEARING RING & COVERS. MANHOLES IN UNPAVED AREAS SHALL BE 6" ABOVE FINISH GRADE. LIDS SHALL BE LABELED "STORM SEWER".
- THE CONTRACTOR SHALL ADHERE TO ALL TERMS & CONDITIONS AS OUTLINED IN THE EPA OR APPLICABLE STATE GENERAL N.P.D.E.S. PERMIT FOR STORM WATER DISCHARGE ASSOCIATED WITH CONSTRUCTION ACTIVITIES AND THE SPECIAL CONDITIONS, SECTION 8, ENVIRONMENTAL COMPLIANCE AND STORM WATER POLLUTION PREVENTION.
- CONTRACTOR SHALL ADJUST AND/OR CUT EXISTING PAVEMENT AS NECESSARY TO ASSURE A SMOOTH FIT AND CONTINUOUS GRADE.
- CONTRACTOR SHALL ASSURE POSITIVE DRAINAGE AWAY FROM BUILDINGS FOR ALL NATURAL AND PAVED AREAS.
- TOPOGRAPHIC INFORMATION IS TAKEN FROM A TOPOGRAPHIC SURVEY BY LAND SURVEYORS. IF THE CONTRACTOR DOES NOT ACCEPT EXISTING TOPOGRAPHY AS SHOWN ON THE PLANS, WITHOUT EXCEPTED, THEN THE CONTRACTOR SHALL SUPPLY, AT THEIR EXPENSE, A TOPOGRAPHIC SURVEY BY A REGISTERED LAND SURVEYOR TO THE OWNER FOR REVIEW.
- ALL UNSURFACED AREAS DISTURBED BY GRADING OPERATION SHALL RECEIVE 4 INCHES OF TOPSOIL. CONTRACTOR SHALL APPLY STABILIZATION FABRIC TO ALL SLOPES 3H:1V OR STEEPER. CONTRACTOR SHALL STABILIZE DISTURBED AREAS IN ACCORDANCE WITH GOVERNING SPECIFICATIONS UNTIL A HEALTHY STAND OF VEGETATION IS OBTAINED.
- CONSTRUCTION SHALL COMPLY WITH ALL APPLICABLE GOVERNING CODE AND BE CONSTRUCTED TO SAME.
- ALL CONCRETE STRUCTURES SHALL HAVE A SMOOTH UNIFORM MORTAR INVERT FROM INVERT TO INVERT OUT. HDPE STRUCTURES MAY CONTAIN A PUMP AS ALLOWED BY THE MANUFACTURER.
- CONTRACTOR TO ADJUST ANY EXISTING STRUCTURES TO PROPOSED GRADE IN ANY AREA OF PROPOSED GRADING.
- FOR ROOF DRAINAGE SHALL SPLASH TO GRADE. REFER TO ARCH. PLANS FOR ADDITIONAL INFORMATION.
- FOR FOUNDATION SUBSURFACE PREPARATION NOTE, REFERENCE GEOTECHNICAL REPORT.
- ALL STORMWATER PIPES AND STRUCTURES ARE TO BE PRIVATELY OWNED AND MAINTAINED.
- ALL DITCHES AND SWALES, DETENTION POND(S), AS WELL AS DISTURBED AREAS INSIDE RIGHTS-OF-WAY AND DRAINAGE EASEMENTS, ARE TO BE FULLY SODED.

STORM STRUCTURE SCHEDULE

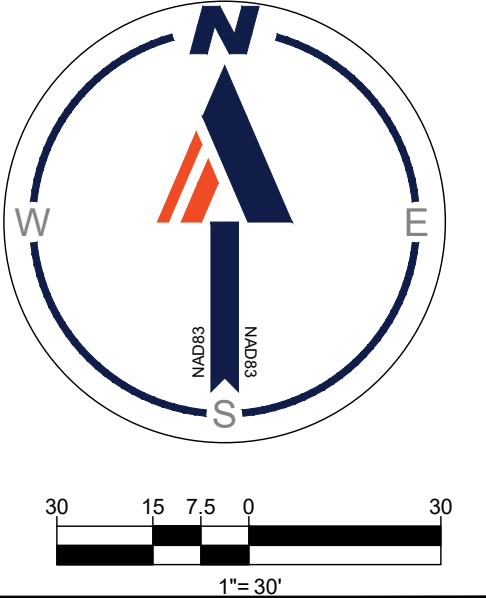
NAME	TYPE	RIM ELEV. (FT.)	INVERTS
A-10	PROP 18" NYLOPLAST DRAIN BASIN WITH COMBINATION INLET	966.41'	INV OUT = 962.40' (15')
A-20	PROP 36" NYLOPLAST DRAIN BASIN WITH COMBINATION INLET	966.00'	INV IN = 959.56' (15') INV OUT = 959.56' (15')
A-30	PROP 36" NYLOPLAST DRAIN BASIN WITH COMBINATION INLET	964.75'	INV IN = 957.34' (15') INV OUT = 957.34' (15')
B-10	PROP 18" NYLOPLAST DRAIN BASIN WITH COMBINATION INLET	971.33'	INV OUT = 966.70' (12')
B-20	PROP 36" NYLOPLAST DRAIN BASIN WITH COMBINATION INLET	966.22'	INV IN = 961.51' (12') INV OUT = 961.51' (12')
B-30	PROP 36" NYLOPLAST DRAIN BASIN WITH COMBINATION INLET	966.57'	INV IN = 960.70' (12') INV OUT = 960.70' (15')
B-40	PROP 36" NYLOPLAST DRAIN BASIN WITH COMBINATION INLET	965.83'	INV IN = 959.19' (15') INV OUT = 959.19' (15')
C-10	PROP PRECAST STRUCTURE WITH GRATE INLET	958.84'	INV IN = 955.35' (18')
C-20	PROP PRECAST STRUCTURE WITH COMBINATION INLET	960.49'	INV IN = 956.50' (15') INV OUT = 956.50' (15')
D-10	ROOF DRAIN	960.96'	INV OUT = 960.39' (6')
D-20	ROOF DRAIN CONN. TO TRUNK LINE VIA INSERTA TEE	960.64'	INV IN = 960.10' (6')
D-30	ROOF DRAIN	960.42'	INV OUT = 959.86' (6')
D-40	ROOF DRAIN CONN. TO TRUNK LINE VIA INSERTA TEE	964.41'	INV IN = 959.60' (6')
D-50	ROOF DRAIN	960.20'	INV OUT = 959.64' (6')
D-60	ROOF DRAIN CONN. TO TRUNK LINE VIA INSERTA TEE	963.82'	INV IN = 959.35' (6')

GRADING LEGEND

EXISTING NOTE	TYPICAL NOTE TEXT	PROPOSED NOTE
120	CONTOUR LINE	120
125	SPOT ELEVATIONS	125
125	SANITARY LABEL	125
125	STORM LABEL	125
125	STORM SEWER	125
125	STORM MANHOLE	125
125	TYPICAL END SECTION	125
125	HEADWALL OR ENDWALL	125
125	YARD INLET	125
125	CURB INLET	125
125	MONITORING WELL	125
125	BORING	125
125	BENCHMARK	125
125	TEST PIT	125



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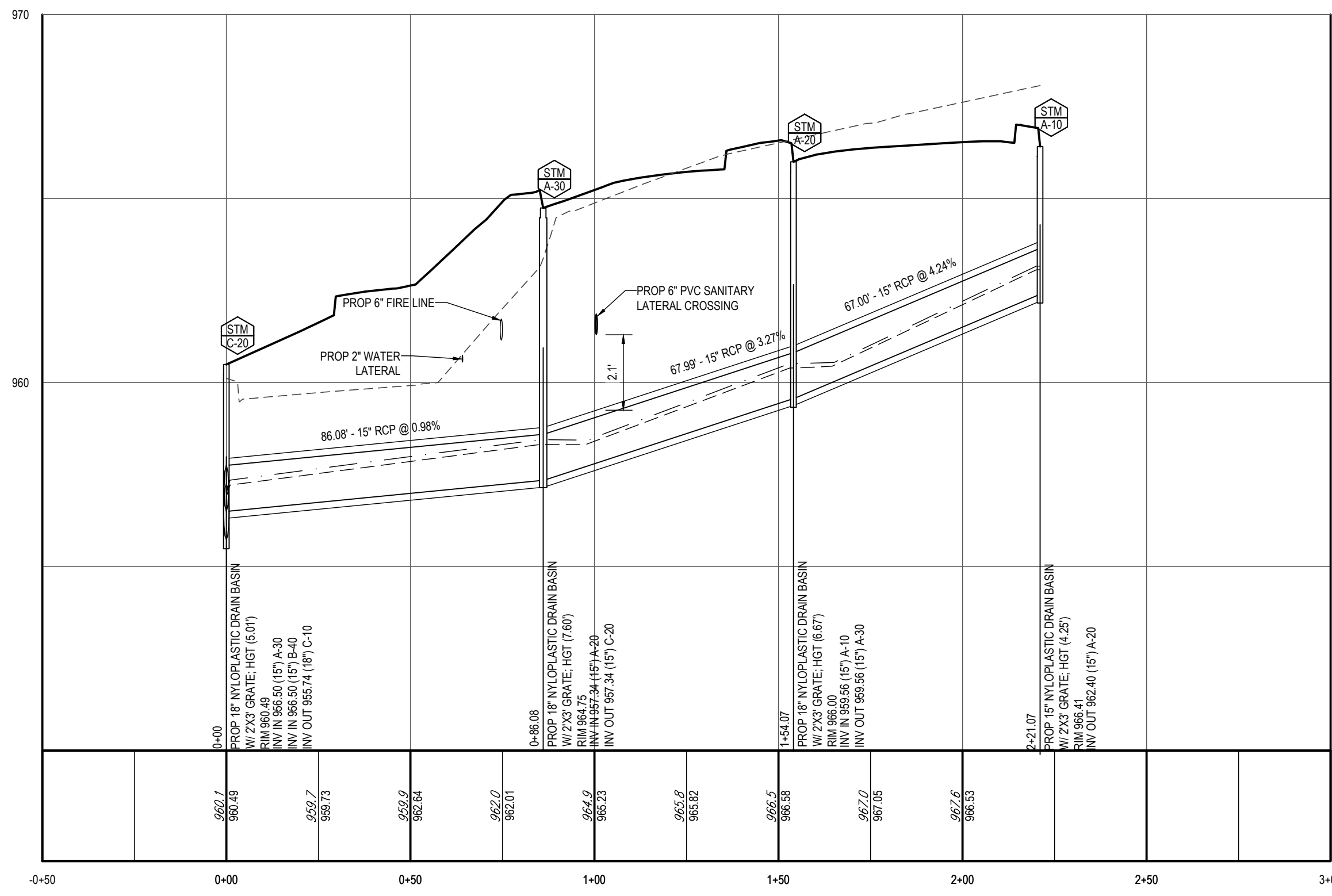
SHEET TITLE
GRADING & DRAINAGE

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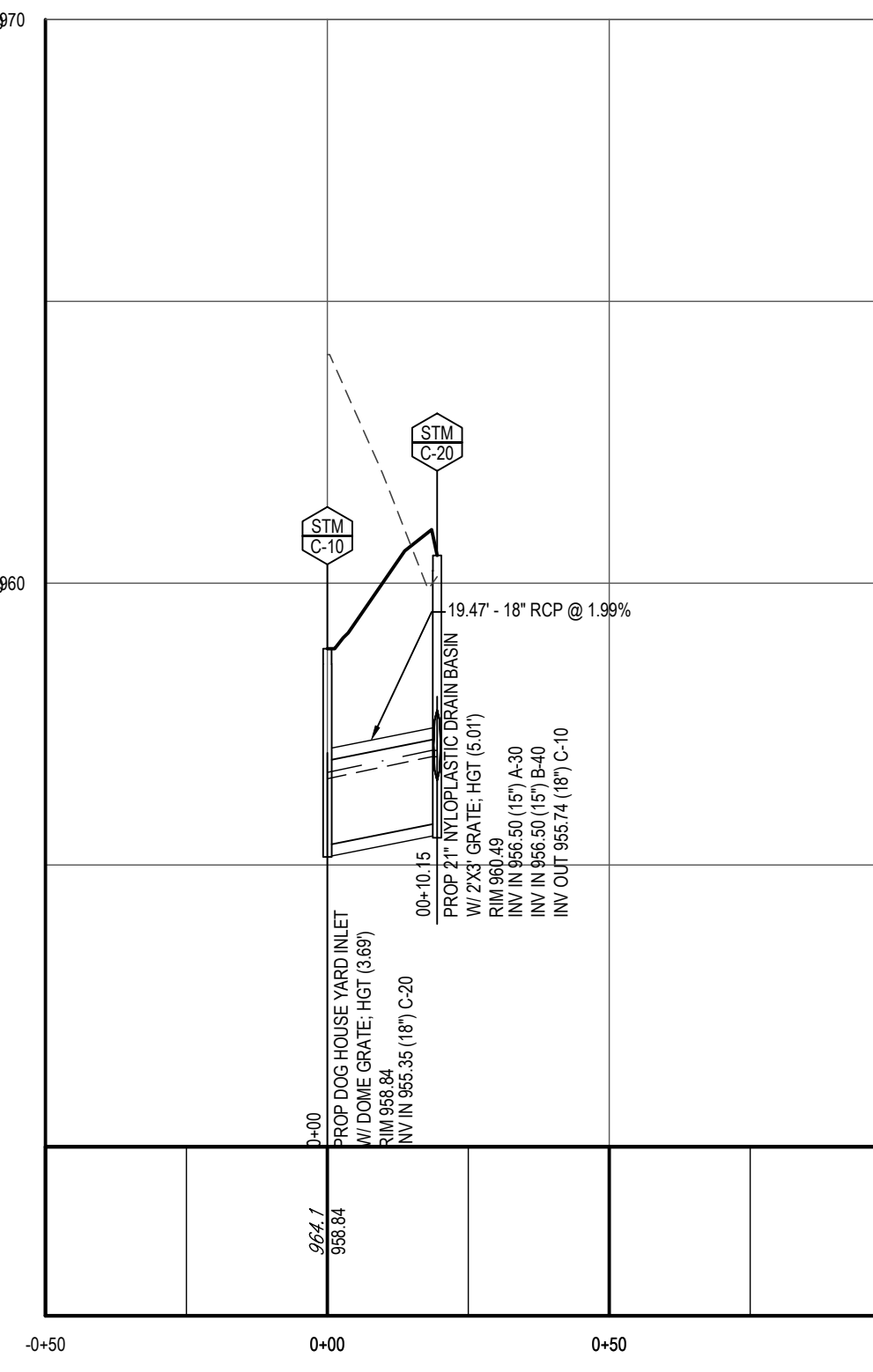
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DRAWN BY : SNJB
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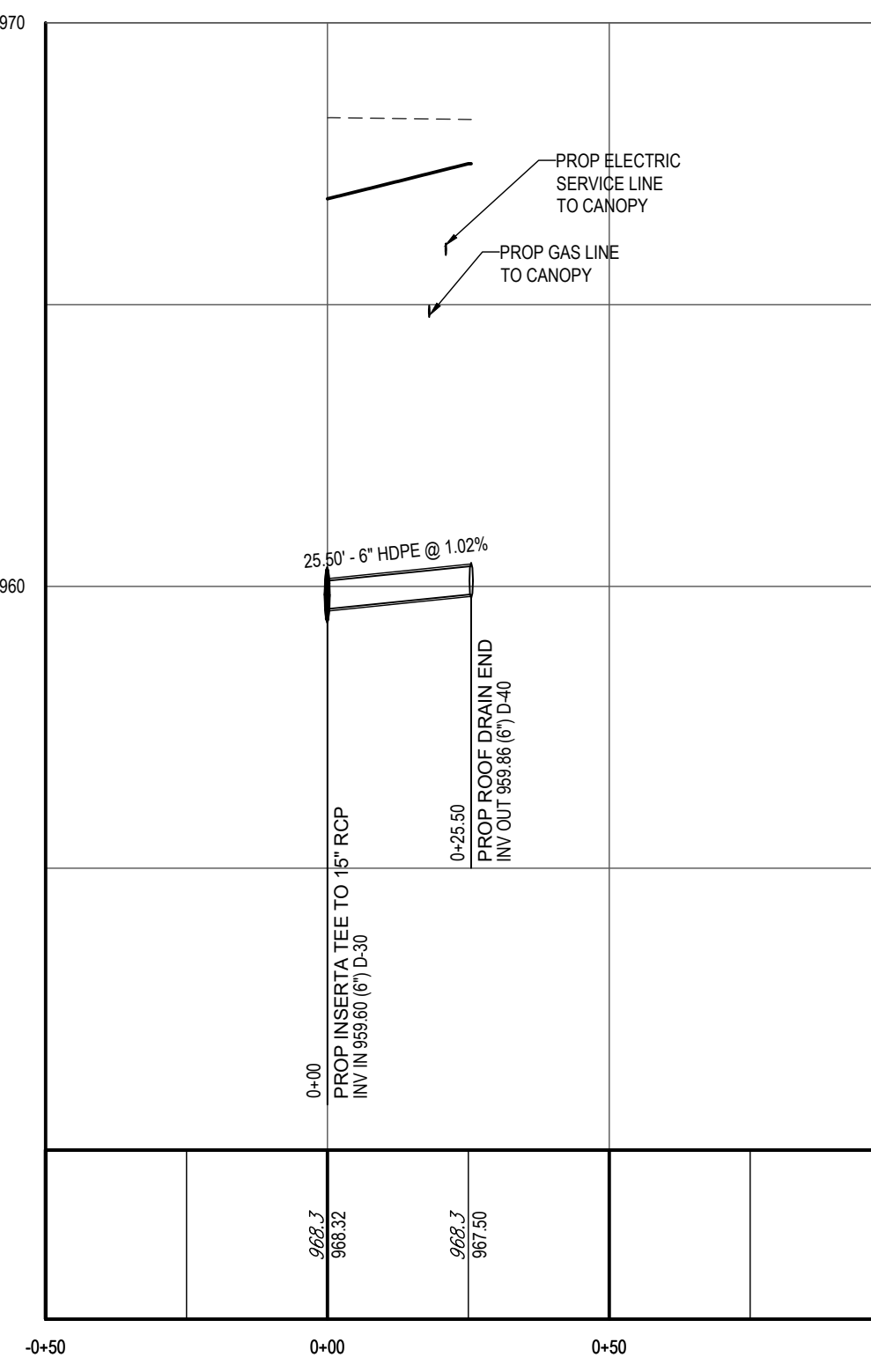
PROPOSED DRAINAGE PROFILE (C-20 TO A-10)

SCALE: 1"= 30' HORIZONTAL
1"= 3' VERTICAL



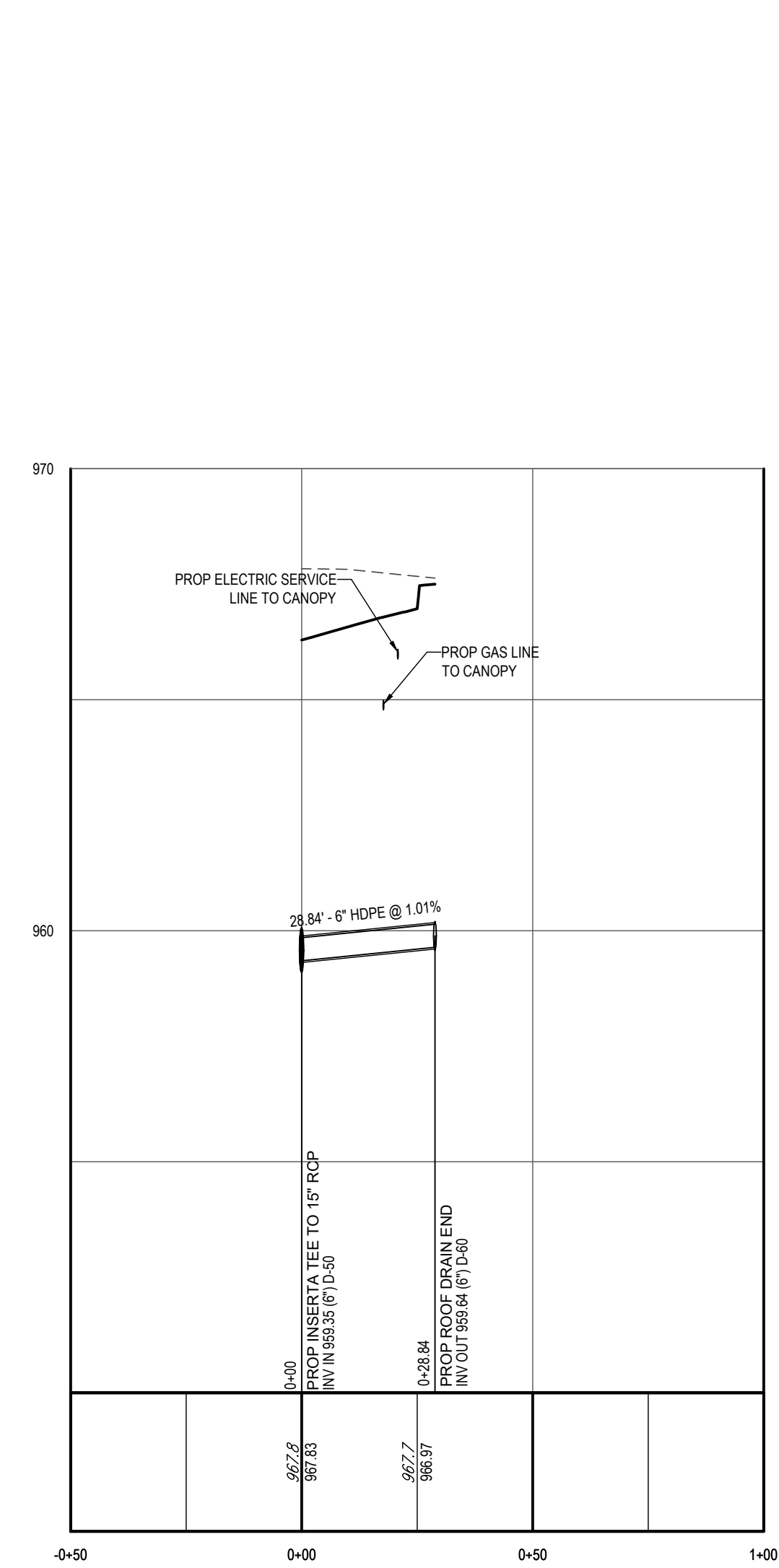
PROPOSED DRAINAGE PROFILE (C-10 TO C-20)

SCALE: 1"= 30' HORIZONTAL
1"= 3' VERTICAL



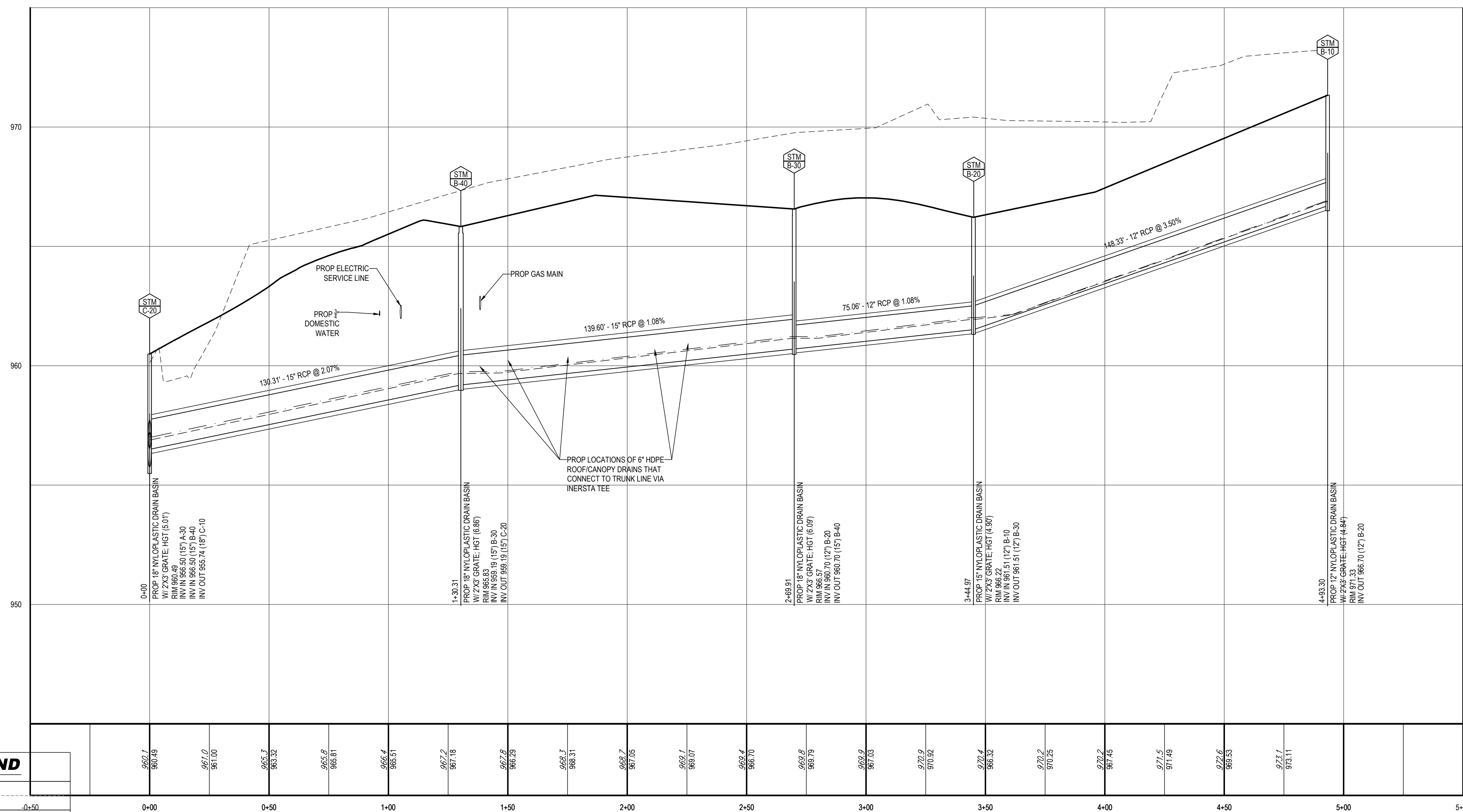
ROOF DRAIN 2

SCALE: 1"= 30' HORIZONTAL
1"= 3' VERTICAL



ROOF DRAIN 3

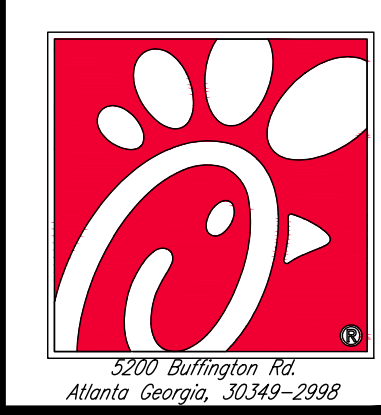
SCALE: 1"= 30' HORIZONTAL
1"= 3' VERTICAL



PROPOSED DRAINAGE PROFILE (C-20 TO B-10)

SCALE: 1"= 30' HORIZONTAL
1"= 3' VERTICAL

PROFILE LEGEND	
EXISTING GRADE	-----
PROPOSED GRADE	—————
25-YEAR HYDRAULIC GRADE LINE	- - - - -
100-YEAR HYDRAULIC GRADE LINE	—————



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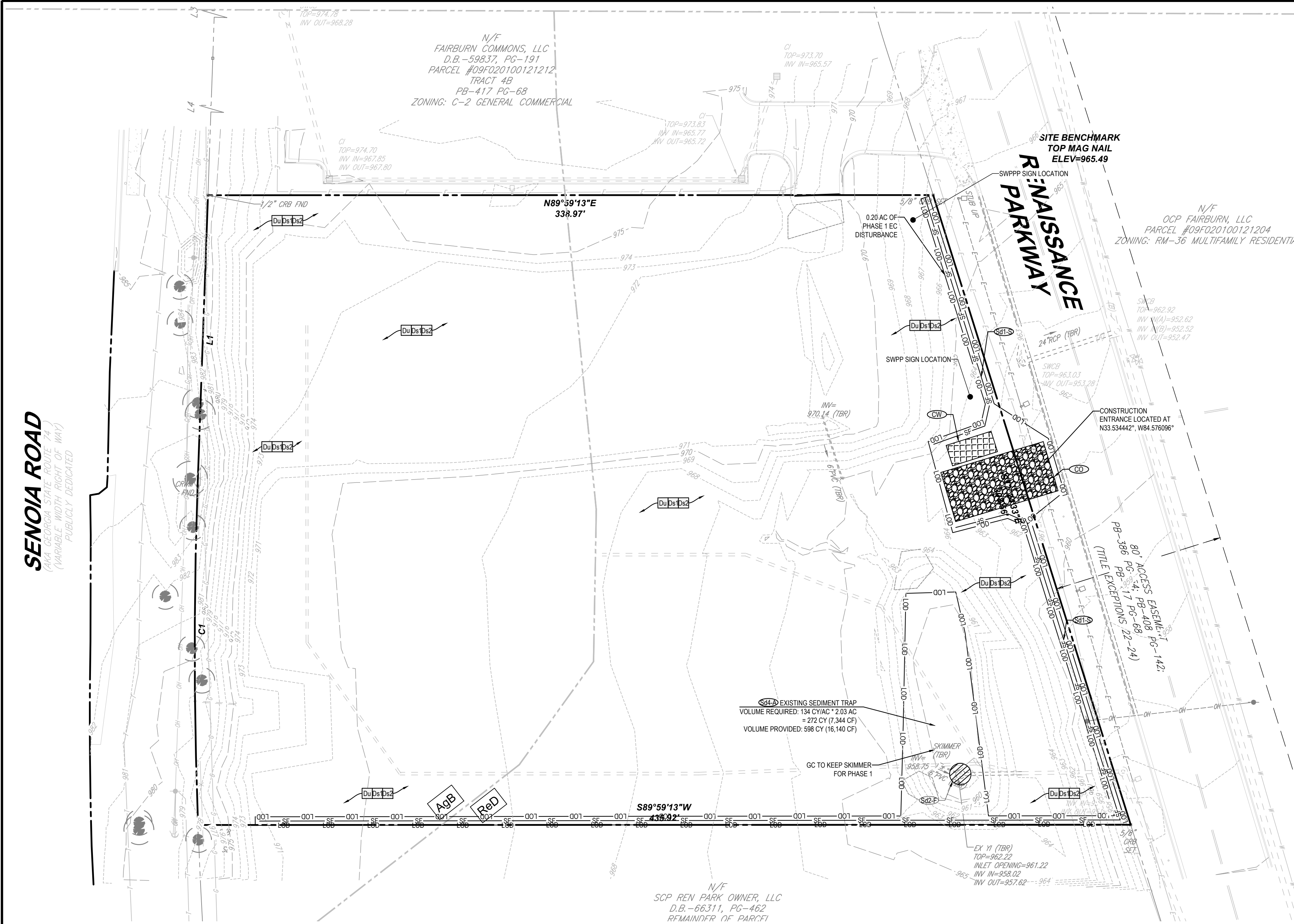
SHEET TITLE
DRAINAGE PROFILES

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SHEET
C-3.1



WASHOUT OF THE CONCRETE TRUCK MIXER DRUM AT THE CONSTRUCTION SITE IS PROHIBITED PER NPDES GENERAL PERMITS

GENERAL NOTES:

- PRIOR TO ANY OTHER CONSTRUCTION, A STABILIZED CONSTRUCTION ENTRANCE SHALL BE CONSTRUCTED AT EACH ENTRY TO OR EXIT FROM THE SITE
- THE CONSTRUCTION EXITS SHALL BE MAINTAINED IN A CONDITION WHICH WILL PREVENT TRACKING OR FLOW OF MUD ON TO PUBLIC RIGHT OF WAY. THIS MAY REQUIRE PERIODIC TOP DRESSING WITH STONE, AS CONDITIONS DEMANDS, AND REPAIR AND/OR CLEAN-OUT OF ANY STRUCTURES USED TO TRAP SEDIMENT. ALL MATERIAL SPILLED, DROPPED, WASHED, OR TRACKED FROM VEHICLE ONTO PUBLIC - ROADWAY OR INTO STORM DRAIN MUST BE REMOVED.
- PROVIDE GPS COORDINATES AT CONSTRUCTION EXIT AS REQUIRED ON THE NOTICE INTENT UNDER THE NPDES APPLICATION.
- PRIOR TO COMMENCING LAND DISTURBANCE ACTIVITY, THE LIMITS OF LAND DISTURBANCE SHALL BE CLEARLY AND ACCURATELY DEMARCATED WITH STAKES, RIBBONS, OR OTHER APPROPRIATE MEAN. THE LOCATION AND EXTENT OF ALL AUTHORIZED LAND DISTURBANCE SHALL OCCUR WITHIN THE APPROVED LIMITS.
- IMMEDIATELY AFTER THE ESTABLISHMENT OF CONSTRUCTION ENTRANCES/EXITS, ALL PERIMETER EROSION CONTROL DEVICES AND STORM WATER MANAGEMENT DEVICES SHALL BE INSTALLED PRIOR TO ANY OTHER CONSTRUCTION.
- OWNER AGREES TO PROVIDE AND MAINTAIN OFF-STREET PARKING ON THE SUBJECT PROPERTY DURING THE ENTIRE CONSTRUCTION PERIOD.
- THE CONTRACTOR SHALL FURNISH AND MAINTAIN ALL NECESSARY BARRICADES WHILE ROADWAY FRONTAGE IMPROVEMENTS ARE BEING MADE.
- THE CONSTRUCTION OF THE SITE WILL INITIATE WITH THE INSTALLATION OF EROSION CONTROL MEASURES SUFFICIENT TO CONTROL SEDIMENT DEPOSITS AND EROSION. ALL SEDIMENT CONTROL WILL BE MAINTAINED UNTIL ALL UP STREAM GROUND WITHIN THE CONSTRUCTION AREA HAS BEEN COMPLETELY STABILIZED WITH PERMANENT VEGETATION AND ALL ROADS/DRIVEWAY HAVE BEEN PAVED.
- FAILURE TO INSTALL, OPERATE OR MAINTAIN ALL EROSION CONTROL MEASURES WILL RESULT IN ALL CONSTRUCTION BEING STOPPED ON THE JOB SITE UNTIL SUCH MEASURES ARE CORRECTED WITH THE CITY OF TUCKER LAND DISTURBANCE CODE, CHAPTER 14.
- A COPY OF THE APPROVED LAND DISTURBANCE PLAN AND PERMIT SHALL BE PRESENT ON THE SITE WHENEVER LAND DISTURBANCE ACTIVITY IS IN PROGRESS.
- ALL SEWER EASEMENTS DISTURBED MUST BE DRESSED AND GRASSED TO CONTROL EROSION.

THE DESIGN PROFESSIONAL WHO PREPARED THE ES&PC PLAN IS TO INSPECT THE INSTALLATION OF THE INITIAL SEDIMENT STORAGE REQUIREMENTS AND PERIMETER CONTROL BMPs WITHIN 7 DAYS AFTER INSTALLATION.

NON-EXEMPT ACTIVITIES SHALL NOT BE CONDUCTED WITHIN THE 25 OR 50-FOOT UNDISTURBED STREAM BUFFERS AS MEASURED FROM THE POINT OF WRESTED VEGETATION OR WITHIN 25-FEET OF THE COASTAL MARSHLAND BUFFER AS MEASURED FROM THE JURISDICTIONAL DETERMINATION LINE WITHOUT FIRST ACQUIRING THE NECESSARY VARIANCES AND PERMITS.

AMENDMENTS/REVISIONS TO THE ES&PC PLAN WHICH HAVE A SIGNIFICANT EFFECT ON BMPs WITH A HYDRAULIC COMPONENT MUST BE CERTIFIED BY THE DESIGN PROFESSIONAL.

ANY DISTURBED AREA LEFT EXPOSED FOR A PERIOD GREATER THAN 14 DAYS SHALL BE STABILIZED WITH MULCH OR TEMPORARY SEEDING.

EROSION & SEDIMENT CONTROLS, ROCK CONSTRUCTION ENTRANCE, AND TREE PROTECTION MEASURES SHALL BE INSTALLED PRIOR TO ANY OTHER CONSTRUCTION ACTIVITY AND MAINTAINED UNTIL PERMANENT GROUND COVER IS ESTABLISHED.

THE ESCAPE OF SEDIMENT FROM THE SITE SHALL BE PREVENTED BY THE INSTALLATION OF EROSION AND SEDIMENT CONTROL MEASURES AND PRACTICES PRIOR TO LAND-DISTURBING ACTIVITIES.

EROSION CONTROL MEASURES WILL BE MAINTAINED AT ALL TIMES. IF FULL IMPLEMENTATION OF THE APPROVED PLAN DOES NOT PROVIDE FOR EFFECTIVE EROSION CONTROL, ADDITIONAL EROSION AND SEDIMENT CONTROL MEASURES SHALL BE IMPLEMENTED TO CONTROL OR TREAT THE SEDIMENT SOURCE OR AS DIRECTED BY THE EROSION CONTROL INSPECTOR.

WASHOUT OF CONCRETE DRUMS AT THE CONSTRUCTION SITE IS PROHIBITED.

WASTE MATERIALS SHALL NOT BE DISCHARGED TO WATERS OF THE STATE, EXCEPT AS AUTHORIZED BY A SECTION 404 PERMIT.

PETROLEUM STORAGE SHALL BE DONE IN ACCORDANCE WITH ONE OF THE TWO FOLLOWING METHODS TO PREVENT STORM WATER DISCHARGES ON THE SITE.
 A. ALL PETROLEUM STORAGE CONTAINERS SHALL BE COVERED WITH PLASTIC SHEETING OR BE LOCATED UNDER TEMPORARY ROOF.
 B. ALL PETROLEUM STORAGE CONTAINERS SHALL BE LOCATED IN A SECONDARY CONTAINMENT AREA.

FLOCCULANTS OR COAGULANTS AND/OR MULCH TO STABILIZE AREAS LEFT DISTURBED FOR MORE THAN SEVEN (7) CALANDER DAYS IN ACCORDANCE WITH PART III. D. 1. OF THE CURRENT NPDES PERMITS.

TURBIDITY SAMPLING IS TO BE CONDUCTED AFTER EVERY RAIN EVENT OF 0.5 INCH OR GREATER WITHIN ANY 24-HOUR PERIOD, RECOGNIZING THE EXCEPTIONS SPECIFIED IN PART IV.D.6.d. OF THE CURRENT NPDES PERMITS

EROSION & SEDIMENT CONTROL LEGEND

- LOD - LIMITS OF DISTURBANCE
- CONCRETE WASHOUT
- Filter Fabric with Supporting Frame
- DUST CONTROL (USING: PHASING OF THE PROJECT, MULCH, SPRINKLING WATER, SPRAY-ON ADHESIVE, CALCIUM CHLORIDE, BARRIERS, ETC.)
- DISTURBED AREA STABILIZATION - MULCHING
- DISTURBED AREA STABILIZATION - TEMPORARY SEEDING
- TYPE A SILT FENCE (SENSITIVE AREAS)
- STABILIZED CONSTRUCTION EXIT

DISTURBED AREA SUMMARY

DESCRIPTION	AREA (ACRES)
TOTAL PARCEL AREA	2.63 AC
ON-SITE DISTURBED AREA	2.45 AC
OFF-SITE DISTURBED AREA	0.24 AC
TOTAL DISTURBED AREA	2.69 AC

MAPPED SOIL TYPES

SOIL TYPE	DESCRIPTION	SOIL GROUP
AgB	APPLING-HARD LABOR COMPLEX, 2 TO 6 PERCENT SLOPES	C
ReD	RION SANDY LOAM, 10 TO 15 PERCENT SLOPES	B

TAKEN FROM: USDA, NRCS WEB SOIL SURVEY FOR FULTON COUNTY, GEORGIA

- PHASE 1**
- INSTALL THE SWPPP INFORMATION SIGN AND POST REQUIRED DOCUMENTS NEAR THE PLANNED CONSTRUCTION EXIT, AND WITHIN EASY ACCESS TO THE GENERAL PUBLIC WITHOUT ENTERING THE SITE.
 - STAKEFLAG THE LOD (WHERE STAKING IS NOT POSSIBLE/PRACTICAL, THE LOD MUST BE CONSPICUOUSLY AND PROMINENTLY MARKED TO DENOTE THE BOUNDARY. LOD MUST REMAIN CONSPICUOUSLY MARKED THROUGHOUT THE ENTIRE CONSTRUCTION PROJECT.
 - INSTALL PERIMETER SEDIMENT CONTROL BMPs IN THE VICINITY OF, AND DOWN GRADIENT FROM, THE LOCATION OF THE PLANNED CONSTRUCTION EXIT, CONSTRUCTION OFFICE TRAILER, AND TEMPORARY PARKING AND STORAGE AREAS. CLEAR ONLY THE MINIMUM AREA ABSOLUTELY NECESSARY TO INSTALL NECESSARY TO INSTALL THESE PERIMETER CONTROL BMPs.
 - INSTALL STABILIZED CONSTRUCTION EXIT, AND SET THE PROJECT OFFICE TRAILER.
 - INSTALL REMAINING PERIMETER SEDIMENT CONTROL BMPs, AS SHOWN ON THE SITE MAPS. CLEAR ONLY THE MINIMUM AREA NECESSARY TO INSTALL PERIMETER CONTROL BMPs.
 - PREPARE TEMPORARY PARKING AND STORAGE AREAS.
 - MUCK OUT EXISTING SEDIMENT TRAP AND ENSURE SKIMMER/OUTLET CONTROL STRUCTURE IS STILL FUNCTIONING PROPERLY. TRAPS MUST BE FULLY FUNCTIONAL BEFORE MASS CLEARING, GRADING, OR EARTH MOVING OPERATIONS BEGIN.

DESIGN PROFESSIONAL'S CERTIFICATION:

(1) I CERTIFY THAT THE PERMITTEE'S EROSION, SEDIMENTATION AND POLLUTION CONTROL PLAN PROVIDES FOR AN APPROPRIATE AND COMPREHENSIVE SYSTEM OF BEST MANAGEMENT PRACTICES REQUIRED BY THE GEORGIA WATER QUALITY CONTROL ACT AND THE DOCUMENT "MANUAL FOR EROSION AND SEDIMENT CONTROL IN GEORGIA" (MANUAL) PUBLISHED BY THE STATE SOIL AND WATER CONSERVATION COMMISSION AS OF JANUARY 1 OF THE YEAR IN WHICH LAND DISTURBING ACTIVITY WAS PERMITTED. THE PLAN PROVIDES FOR THE SAMPLING OF THE RECEIVING WATERS) OR THE SAMPLING OF THE STORM WATER OUTFALL. THE DESIGNATED SYSTEM OF BEST MANAGEMENT PRACTICES AND SAMPLING METHODS IS EXPECTED TO MEET THE REQUIREMENT CONTAINED IN THE GENERAL NPDES PERMIT NO. GAR100003.

(2) I CERTIFY UNDER PENALTY OF LAW THAT THIS PLAN WAS PREPARED AFTER A SITE VISIT TO THE LOCATIONS DESCRIBED HEREIN BY MYSELF OR MY AUTHORIZED AGENT, UNDER MY DIRECT SUPERVISION.

(3) I CERTIFY UNDER THE PENALTY OF LAW THAT THIS DOCUMENT AND ALL ATTACHMENTS WERE PREPARED UNDER MY DIRECTION OR SUPERVISION IN ACCORDANCE WITH A SYSTEM DESIGNED TO ASSURE THAT QUALIFIED PERSONNEL PROPERLY GATHER AND EVALUATE THE INFORMATION SUBMITTED, BASED UPON MY INQUIRY OF THE PERSON OR PERSONS WHO MANAGE THE SYSTEM, OR THOSE PERSONS DIRECTLY RESPONSIBLE FOR GATHERING THE INFORMATION. THE INFORMATION SUBMITTED IS, TO THE BEST OF MY KNOWLEDGE AND BELIEF, TRUE, ACCURATE, AND COMPLETE. I AM AWARE THAT THERE ARE SIGNIFICANT PENALTIES FOR SUBMITTING FALSE INFORMATION, INCLUDING THE POSSIBILITY OF FINE AND IMPRISONMENT FOR KNOWING VIOLATIONS.

Nathan Fuss
 GSWCC LEVEL II DESIGN PROFESSIONAL
 0000087123
 (VALID THROUGH 03-08-25)
 CERTIFICATION #



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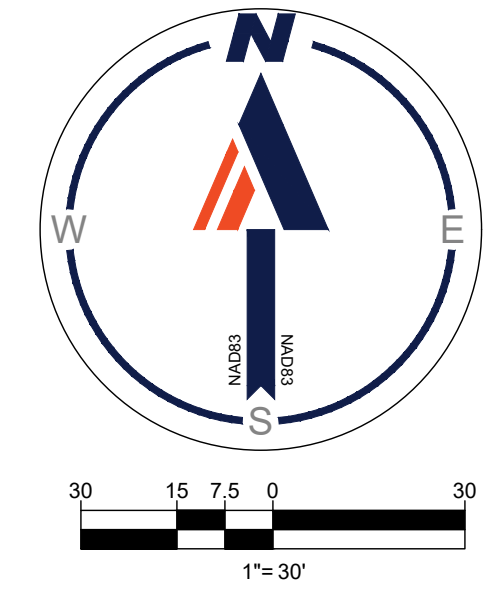
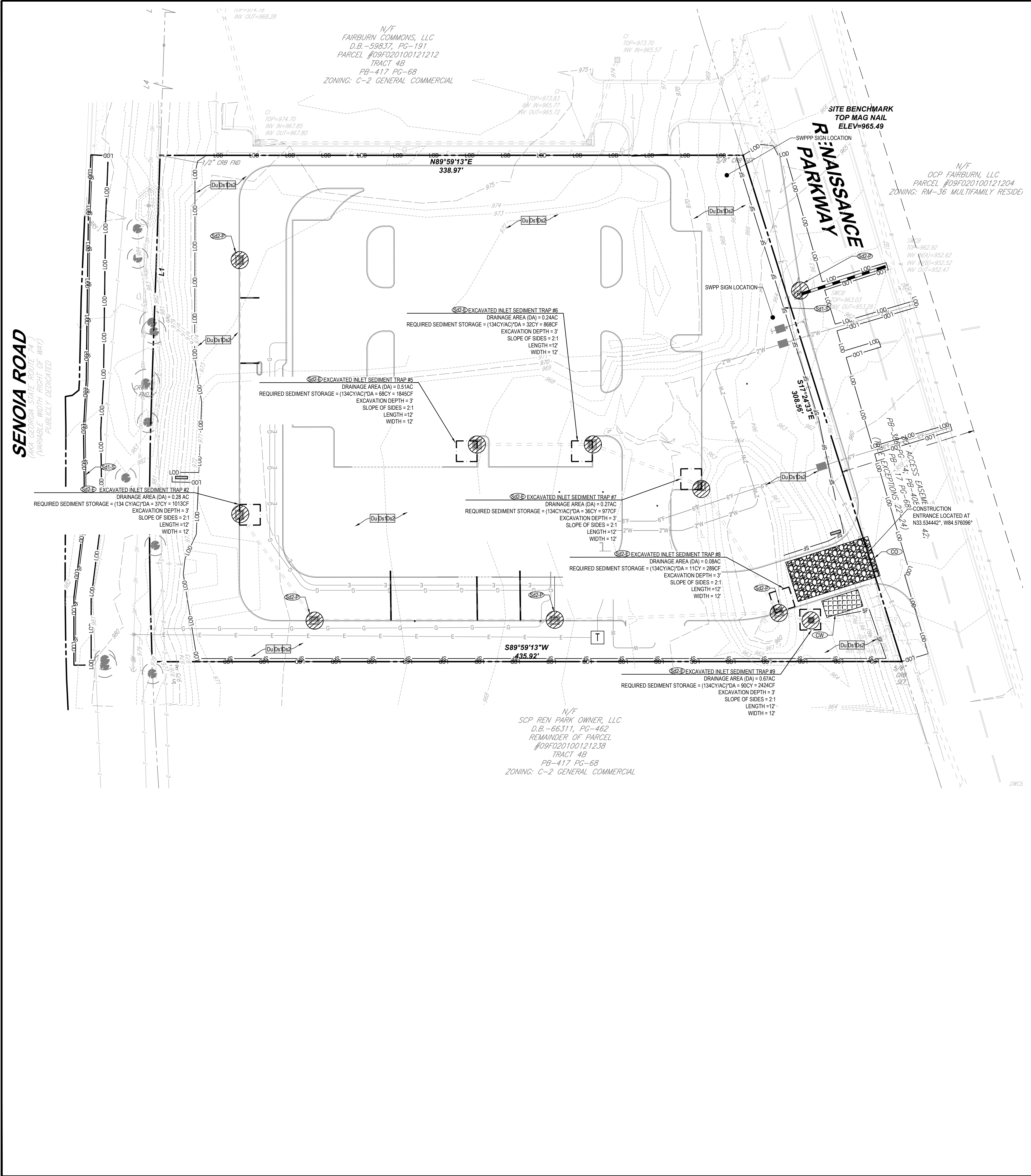
SHEET TITLE
SOIL EROSION CONTROL PLAN - PHASE 1

DWG EDITION 02.4

PRELIMINARY
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JOB NO. : GAA220215
 STORE : #05571
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WASHOUT OF THE CONCRETE TRUCK MIXER DRUM AT THE CONSTRUCTION SITE IS PROHIBITED PER NPDES GENERAL PERMITS

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ANY DISTURBED AREA LEFT EXPOSED FOR A PERIOD GREATER THAN 14 DAYS SHALL BE STABILIZED WITH MULCH OR TEMPORARY SEEDING

EROSION & SEDIMENT CONTROLS, ROCK CONSTRUCTION ENTRANCE, AND TREE PROTECTION MEASURES SHALL BE INSTALLED PRIOR TO ANY OTHER CONSTRUCTION ACTIVITY AND MAINTAINED UNTIL PERMANENT GROUND COVER IS ESTABLISHED.

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- ALL PETROLEUM STORAGE CONTAINERS SHALL BE LOCATED IN A SECONDARY CONTAINMENT AREA.

FLOCCULANTS OR COAGULANTS AND/OR MULCH TO STABILIZE AREAS LEFT DISTURBED FOR MORE THAN SEVEN (7) CALANDER DAYS IN ACCORDANCE WITH PART III. D.1. OF THE CURRENT NPDES PERMITS.

TURBIDITY SAMPLING IS TO BE CONDUCTED AFTER EVERY RAIN EVENT OF 0.5 INCH OR GREATER WITHIN ANY 24-HOUR PERIOD, RECOGNIZING THE EXCEPTIONS SPECIFIED IN PART IV.D.6.d. OF THE CURRENT NPDES PERMITS

EROSION & SEDIMENT CONTROL LEGEND

- LIMITS OF DISTURBANCE
- Du DUST CONTROL (USING PHASING OF THE PROJECT, MULCH, SPRINKLING WATER, SPRAY-ON-ADHESIVE, CALCIUM CHLORIDE, BARRIERS, ETC.)
- Ds1 DISTURBED AREA STABILIZATION - MULCHING
- Ds2 DISTURBED AREA STABILIZATION - TEMPORARY SEEDING
- Ss SLOPE STABILIZATION
- Ss2-EX EXCAVATED DROP INLET PROTECTION
- Sd1-S SEDIMENT BARRIER (SENSITIVE AREAS)

DISTURBED AREA SUMMARY

DESCRIPTION	AREA (ACRES)
TOTAL PARCEL AREA	2.63 AC
ON-SITE DISTURBED AREA	2.45 AC
OFF-SITE DISTURBED AREA	0.24 AC
TOTAL DISTURBED AREA	2.69 AC

MAPPED SOIL TYPES

SOIL TYPE	DESCRIPTION	SOIL GROUP
AgB	APPLING-HARD LABOR COMPLEX, 2 TO 6 PERCENT SLOPES	C
ReD	RION SANDY LOAM, 10 TO 15 PERCENT SLOPES	B

TAKEN FROM: USDA, NRCS WEB SOIL SURVEY FOR FULTON COUNTY, GEORGIA

- PHASE 2**
- PERMANENTLY STABILIZE AREAS TO BE VEGETATED AS THEY ARE BROUGHT TO FINAL GRADE
 - TEMPORARY STABILIZE, THROUGHOUT CONSTRUCTION IMMEDIATELY FOLLOWING THE COMPLETION OF THE MOST RECENT LAND DISTURBING/GRADING ACTIVITY. ANY DISTURBED AREAS, INCLUDING MATERIAL STOCKPILES THAT ARE SCHEDULED OR LIKELY TO REMAIN INACTIVE FOR 14 DAYS OR MORE
 - BEGIN GRADING THE SITE
 - INSTALL UNDERGROUND UTILITIES, STORM SEWER PIPES
 - BEGIN INSTALLATION OF INLET PROTECTION MEASURES AS INLETS ARE INSTALLED
 - MARK TEMPORARY SEDIMENT TRAPS AND BRING TO FINAL GRADE AS CONSTRUCTION PROGRESSES
 - PREPARE SITE FOR PAVING
 - BEGIN INSTALLATION OF CURB/GUTTER, AND BUILDING FOUNDATION
- NOTE: THE GENERAL CONTRACTOR MAY COMPLETE CONSTRUCTION-RELATED ACTIVITIES CONCURRENTLY, ONLY IF ALL PRECEDING BMPs AND STABILIZATION ACTIVITIES HAVE BEEN COMPLETELY INSTALLED. BMP-RELATED STEPS IN THE ABOVE SEQUENCE ARE BOLDED FOR CLARITY. THE CEC MUST APPROVE, IN WRITING, ANY CHANGES IN THE ABOVE SWPPP IMPLEMENTATION SEQUENCE, BEFORE THEIR IMPLEMENTATION BEGINS.

THE PROJECT WILL UTILIZE ONE WATER QUALITY UNIT AND WILL CONVEY WATER TO THE EXISTING STORMWATER DETENTION POND TO CONTROL POLLUTANTS. FURTHER, THE SITE WILL BE FULLY STABILIZED WITH PERMANENT SEEDING. ALL STEEP SLOPES WILL USE SLOPE STABILIZATION MEASURES WITH HYDRAULIC EROSION CONTROL PRODUCTS.

DESIGN PROFESSIONAL'S CERTIFICATION:

(1) I CERTIFY THAT THE PERMITEE'S EROSION, SEDIMENTATION AND POLLUTION CONTROL PLAN PROVIDES FOR AN APPROPRIATE AND COMPREHENSIVE SYSTEM OF BEST MANAGEMENT PRACTICES REQUIRED BY THE GEORGIA WATER QUALITY CONTROL ACT AND THE DOCUMENT "MANUAL FOR EROSION AND SEDIMENT CONTROL IN GEORGIA" (MANUAL) PUBLISHED BY THE STATE SOIL AND WATER CONSERVATION COMMISSION AS OF JANUARY 1 OF THE YEAR IN WHICH LAND DISTURBING ACTIVITY WAS PERMITTED. THE PLAN PROVIDES FOR THE SAMPLING OF THE RECEIVING WATER(S) OR THE SAMPLING OF THE STORM WATER OUTFALL. THE DESIGNATED SYSTEM OF BEST MANAGEMENT PRACTICES AND SAMPLING METHODS IS EXPECTED TO MEET THE REQUIREMENT CONTAINED IN THE GENERAL NPDES PERMIT NO. GAR100003.

(2) I CERTIFY UNDER PENALTY OF LAW THAT THIS PLAN WAS PREPARED AFTER A SITE VISIT TO THE LOCATIONS DESCRIBED HEREIN BY MYSELF OR MY AUTHORIZED AGENT, UNDER MY DIRECT SUPERVISION.

(3) I CERTIFY UNDER THE PENALTY OF LAW THAT THIS DOCUMENT AND ALL ATTACHMENTS WERE PREPARED UNDER MY DIRECTION OR SUPERVISION IN ACCORDANCE WITH A SYSTEM DESIGNED TO ASSURE THAT QUALIFIED PERSONNEL PROPERLY GATHER AND EVALUATE THE INFORMATION SUBMITTED. BASED UPON MY INQUIRY OF THE PERSON OR PERSONS WHO MANAGE THE SYSTEM, OR THOSE PERSONS DIRECTLY RESPONSIBLE FOR GATHERING THE INFORMATION, THE INFORMATION SUBMITTED IS, TO THE BEST OF MY KNOWLEDGE AND BELIEF, TRUE, ACCURATE, AND COMPLETE. I AM AWARE THAT THERE ARE SIGNIFICANT PENALTIES FOR SUBMITTING FALSE INFORMATION, INCLUDING THE POSSIBILITY OF FINE AND IMPRISONMENT FOR KNOWING VIOLATIONS.

Nathan Fuss
 0000087123
(VALID THROUGH 03-08-25)
 CERTIFICATION #



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 GA@BohlerEng.com

STORE
 SERIES 08 - #05571
 CFA Fairburn
 SENOIA RD AT
 RENAISSANCE PKWY,
 FAIRBURN, GA

SHEET TITLE
SOIL EROSION CONTROL PLAN - PHASE 2

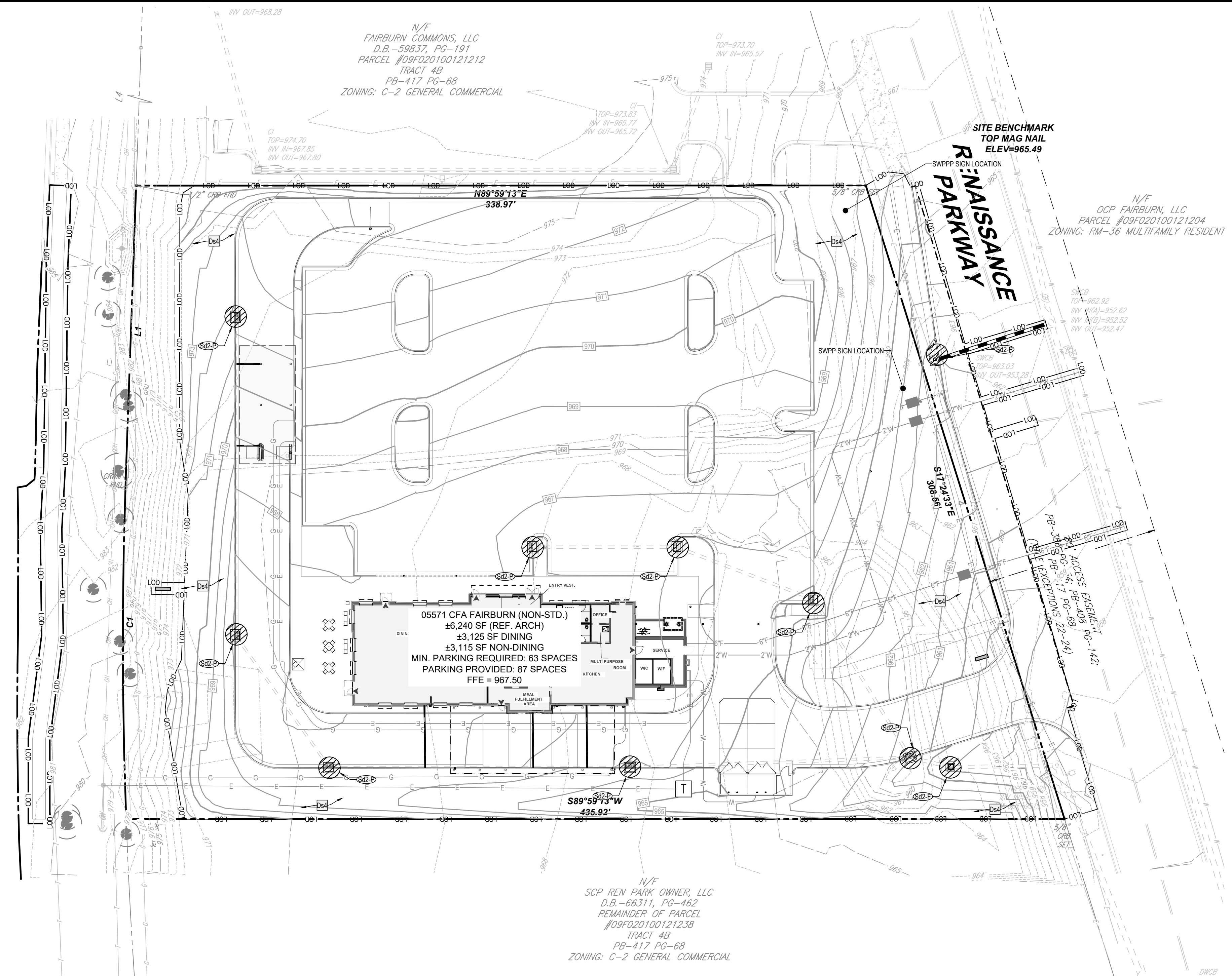
DWG EDITION 02.4

PRELIMINARY
 80% SUBMITTAL
 FOR CONSTRUCTION

JOB NO. : GAA220215
 STORE : #05571
 DATE : 01/16/2024
 DRAWN BY : SNJB
 CHECKED BY : NF
 CAD ID : #####

SHEET
C-3.3

SENOIA ROAD
(PARALLEL WITH FRONT OF WAY)
PUBLICLY DEDICATED



WASHOUT OF THE CONCRETE TRUCK MIXER DRUM AT THE CONSTRUCTION SITE IS PROHIBITED PER NPDES GENERAL PERMITS

GENERAL NOTES:

- PRIOR TO ANY OTHER CONSTRUCTION, A STABILIZED CONSTRUCTION ENTRANCE SHALL BE CONSTRUCTED AT EACH ENTRY TO OR EXIT FROM THE SITE.
- THE CONSTRUCTION EXITS SHALL BE MAINTAINED IN A CONDITION WHICH WILL PREVENT TRACKING OR FLOW OF MUD ON TO PUBLIC RIGHT OF WAY. THIS MAY REQUIRE PERIODIC TOP DRESSING WITH STONE, AS CONDITIONS DEMANDS, AND REPAIR AND/OR CLEAN-OUT OF ANY STRUCTURES USED TO TRAP SEDIMENT. ALL MATERIAL SPILLED, DROPPED, WASHED, OR TRACKED FROM VEHICLE ONTO PUBLIC - ROADWAY OR INTO STORM DRAIN MUST BE REMOVED.
- PROVIDE GPS COORDINATES AT CONSTRUCTION EXIT AS REQUIRED ON THE NOTICE INTENT UNDER THE NPDES APPLICATION.
- PRIOR TO COMMENCING LAND DISTURBANCE ACTIVITY, THE LIMITS OF LAND DISTURBANCE SHALL BE CLEARLY AND ACCURATELY DEMARCATED WITH STAKES, RIBBONS, OR OTHER APPROPRIATE MEAN. THE LOCATION AND EXTENT OF ALL AUTHORIZED LAND DISTURBANCE SHALL OCCUR WITHIN THE APPROVED LIMITS.
- IMMEDIATELY AFTER THE ESTABLISHMENT OF CONSTRUCTION ENTRANCES/EXITS, ALL PERIMETER EROSION CONTROL DEVICES AND STORM WATER MANAGEMENT DEVICES SHALL BE INSTALLED PRIOR TO ANY OTHER CONSTRUCTION.
- OWNER AGREES TO PROVIDE AND MAINTAIN OFF-STREET PARKING ON THE SUBJECT PROPERTY DURING THE ENTIRE CONSTRUCTION PERIOD.
- THE CONTRACTOR SHALL FURNISH AND MAINTAIN ALL NECESSARY BARRICADES WHILE ROADWAY FRONTAGE IMPROVEMENTS ARE BEING MADE.
- THE CONSTRUCTION OF THE SITE WILL INITIATE WITH THE INSTALLATION OF EROSION CONTROL MEASURES SUFFICIENT TO CONTROL SEDIMENT DEPOSITS AND EROSION. ALL SEDIMENT CONTROL WILL BE MAINTAINED UNTIL ALL UP STREAM GROUND WITHIN THE CONSTRUCTION AREA HAS BEEN COMPLETELY STABILIZED WITH PERMANENT VEGETATION AND ALL ROADS/DRIVEWAY HAVE BEEN PAVED.
- FAILURE TO INSTALL, OPERATE OR MAINTAIN ALL EROSION CONTROL MEASURES WILL RESULT IN ALL CONSTRUCTION BEING STOPPED ON THE JOB SITE UNTIL SUCH MEASURES ARE CORRECTED WITH THE CITY OF TUCKER LAND DISTURBANCE CODE, CHAPTER 14.
- A COPY OF THE APPROVED LAND DISTURBANCE PLAN AND PERMIT SHALL BE PRESENT ON THE SITE WHENEVER LAND DISTURBANCE ACTIVITY IS IN PROGRESS.
- ALL SEWER EASEMENTS DISTURBED MUST BE DRESSED AND GRASSED TO CONTROL EROSION.

THE DESIGN PROFESSIONAL WHO PREPARED THE ES&PC PLAN IS TO INSPECT THE INSTALLATION OF THE INITIAL SEDIMENT STORAGE REQUIREMENTS AND PERIMETER CONTROL BMPs WITHIN 7 DAYS AFTER INSTALLATION.

NON-EXEMPT ACTIVITIES SHALL NOT BE CONDUCTED WITHIN THE 25 OR 50-FOOT UNDISTURBED STREAM BUFFERS AS MEASURED FROM THE POINT OF WRESTED VEGETATION OR WITHIN 25-FEET OF THE COASTAL MARSHLAND BUFFER AS MEASURED FROM THE JURISDICTIONAL DETERMINATION LINE WITHOUT FIRST ACQUIRING THE NECESSARY VARIANCES AND PERMITS.

AMENDMENTS/REVISIONS TO THE ES&PC PLAN WHICH HAVE A SIGNIFICANT EFFECT ON BMPs WITH A HYDRAULIC COMPONENT MUST BE CERTIFIED BY THE DESIGN PROFESSIONAL.

ANY DISTURBED AREA LEFT EXPOSED FOR A PERIOD GREATER THAN 14 DAYS SHALL BE STABILIZED WITH MULCH OR TEMPORARY SEEDING.

EROSION & SEDIMENT CONTROLS, ROCK CONSTRUCTION ENTRANCE, AND TREE PROTECTION MEASURES SHALL BE INSTALLED PRIOR TO ANY OTHER CONSTRUCTION ACTIVITY AND MAINTAINED UNTIL PERMANENT GROUND COVER IS ESTABLISHED.

THE ESCAPE OF SEDIMENT FROM THE SITE SHALL BE PREVENTED BY THE INSTALLATION OF EROSION AND SEDIMENT CONTROL MEASURES AND PRACTICES PRIOR TO LAND-DISTURBING ACTIVITIES.

EROSION CONTROL MEASURES WILL BE MAINTAINED AT ALL TIMES. IF FULL IMPLEMENTATION OF THE APPROVED PLAN DOES NOT PROVIDE FOR EFFECTIVE EROSION CONTROL, ADDITIONAL EROSION AND SEDIMENT CONTROL MEASURES SHALL BE IMPLEMENTED TO CONTROL OR TREAT THE SEDIMENT SOURCE OR AS DIRECTED BY THE EROSION CONTROL INSPECTOR.

WASHOUT OF CONCRETE DRUMS AT THE CONSTRUCTION SITE IS PROHIBITED.

WASTE MATERIALS SHALL NOT BE DISCHARGED TO WATERS OF THE STATE, EXCEPT AS AUTHORIZED BY A SECTION 404 PERMIT.

PETROLEUM STORAGE SHALL BE DONE IN ACCORDANCE WITH ONE OF THE TWO FOLLOWING METHODS TO PREVENT STORM WATER DISCHARGES ON THE SITE:

A. ALL PETROLEUM STORAGE CONTAINERS SHALL BE COVERED WITH PLASTIC SHEETING OR BE LOCATED UNDER TEMPORARY ROOF.

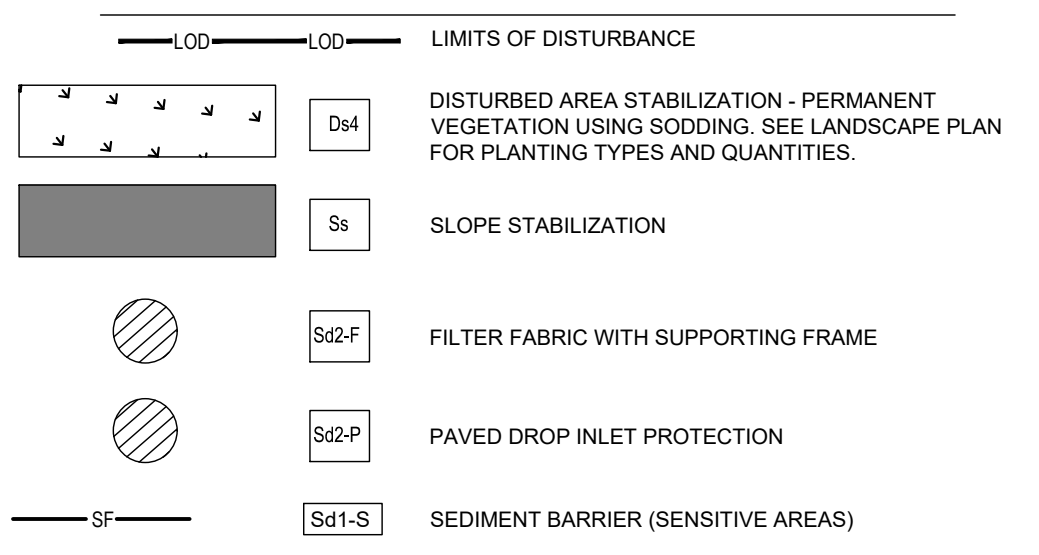
B. ALL PETROLEUM STORAGE CONTAINERS SHALL BE LOCATED IN A SECONDARY CONTAINMENT AREA.

FLOCCULANTS OR COAGULANTS AND/OR MULCH TO STABILIZE AREAS LEFT DISTURBED FOR MORE THAN SEVEN (7) CALENDAR DAYS IN ACCORDANCE WITH PART III, D.1. OF THE CURRENT NPDES PERMITS.

TURBIDITY SAMPLING IS TO BE CONDUCTED AFTER EVERY RAIN EVENT OF 0.5 INCH OR GREATER WITHIN ANY 24-HOUR PERIOD, RECOGNIZING THE EXCEPTIONS SPECIFIED IN PART IV.D.6.d. OF THE CURRENT NPDES PERMITS.

APPROPRIATE COMPOST BLANKETS ARE TO BE APPLIED (MINIMUM DEPTH OF 1.5 INCHES) TO PROTECT SOIL SURFACES UNTIL VEGETATION IS ESTABLISHED DURING THE FINAL STABILIZATION PHASE OF THE CONSTRUCTION ACTIVITY.

EROSION & SEDIMENT CONTROL LEGEND



DISTURBED AREA SUMMARY

DESCRIPTION	AREA (ACRES)
TOTAL PARCEL AREA	2.63 AC
ON-SITE DISTURBED AREA	2.45 AC
OFF-SITE DISTURBED AREA	0.24 AC
TOTAL DISTURBED AREA	2.69 AC

MAPPED SOIL TYPES

SOIL TYPE	DESCRIPTION	SOIL GROUP
AgB	APPLING-HARD LABOR COMPLEX, 2 TO 6 PERCENT SLOPES	C
ReD	RION SANDY LOAM, 10 TO 15 PERCENT SLOPES	B

TAKEN FROM: USDA, NRCS WEB SOIL SURVEY FOR FULTON COUNTY, GEORGIA

PHASE 3

- CONTINUE DAILY INSPECTIONS AND REPORTS UNTIL THE SITE IS FULLY STABILIZED AND THE GENERAL CONSTRUCTION PERMIT GAR100003 IS TERMINATED.
- COMPLETE CONSTRUCTION OF BUILDING.
- PROVIDE PERMANENT PIPE CONNECTIONS. UNSURE ALL PERMANENT PIPES ARE FULLY OPERATIONAL.
- STABILIZE ANY AREAS DISTURBED BY THE REMOVAL OF TEMPORARY BMPs.
- FINISH CURB/GUTTER AND PAVING OF SITE.
- COMPLETE GRADING AND INSTALLATION OF PERMANENT STABILIZATION OVER ALL AREAS.
- REMOVE ALL REMAINING TEMPORARY EROSION AND SEDIMENT CONTROL BEST MANAGEMENT PRACTICES (BMPs).

NOTE: THE GENERAL CONTRACTOR MAY COMPLETE CONSTRUCTION-RELATED ACTIVITIES CONCURRENTLY, ONLY IF ALL PRECEDING BMPs AND STABILIZATION ACTIVITIES HAVE BEEN COMPLETELY INSTALLED. BMP-RELATED STEPS IN THE ABOVE SEQUENCE ARE BOLDED FOR CLARITY. THE CEC MUST APPROVE, IN WRITING, ANY CHANGES IN THE ABOVE SWPPP IMPLEMENTATION SEQUENCE, BEFORE THEIR IMPLEMENTATION BEGINS.

THE ESTIMATED DATES OF IMPLEMENTATION OF POLLUTION CONTROL MEASURES SHALL BE DOCUMENTED BY THE CONTRACTOR ON THE SOIL EROSION/SEDIMENTATION CONTROL OPERATION TIME SCHEDULE ON SHEET C2.6.

THE PROJECT WILL UTILIZE TWO WATER QUALITY UNITS, AN ISOLATOR ROW, AND AN UNDERGROUND DETENTION SYSTEM TO CONTROL POLLUTANTS. FURTHER, THE SITE WILL BE FULLY STABILIZED WITH PERMANENT SEEDING. ALL STEEP SLOPES WILL USE SLOPE STABILIZATION MEASURES WITH HYDRAULIC EROSION CONTROL PRODUCTS.

DESIGN PROFESSIONAL'S CERTIFICATION:

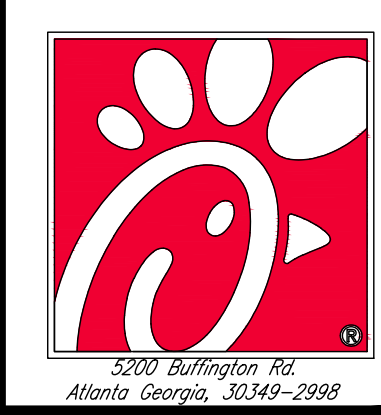
(1) I CERTIFY THAT THE PERMITEE'S EROSION, SEDIMENTATION AND POLLUTION CONTROL PLAN PROVIDES FOR AN APPROPRIATE AND COMPREHENSIVE SYSTEM OF BEST MANAGEMENT PRACTICES REQUIRED BY THE GEORGIA WATER QUALITY CONTROL ACT AND THE DOCUMENT "MANUAL FOR EROSION AND SEDIMENT CONTROL IN GEORGIA" (MANUAL) PUBLISHED BY THE STATE SOIL AND WATER CONSERVATION COMMISSION AS OF JANUARY 1 OF THE YEAR IN WHICH LAND DISTURBING ACTIVITY WAS PERMITTED. THE PLAN PROVIDES FOR THE SAMPLING OF THE RECEIVING WATER(S) OR THE SAMPLING OF THE STORM WATER OUTFALL. THE DESIGNATED SYSTEM OF BEST MANAGEMENT PRACTICES AND SAMPLING METHODS IS EXPECTED TO MEET THE REQUIREMENT CONTAINED IN THE GENERAL NPDES PERMIT NO. GAR100003.

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(3) I CERTIFY UNDER THE PENALTY OF LAW THAT THIS DOCUMENT AND ALL ATTACHMENTS WERE PREPARED UNDER MY DIRECTION OR SUPERVISION IN ACCORDANCE WITH A SYSTEM DESIGNED TO ASSURE THAT QUALIFIED PERSONNEL PROPERLY GATHER AND EVALUATE THE INFORMATION SUBMITTED, BASED UPON MY INQUIRY OF THE PERSON OR PERSONS WHO MANAGE THE SYSTEM, OR THOSE PERSONS DIRECTLY RESPONSIBLE FOR GATHERING THE INFORMATION, THE INFORMATION SUBMITTED IS, TO THE BEST OF MY KNOWLEDGE AND BELIEF, TRUE, ACCURATE, AND COMPLETE. I AM AWARE THAT THERE ARE SIGNIFICANT PENALTIES FOR SUBMITTING FALSE INFORMATION, INCLUDING THE POSSIBILITY OF FINE AND IMPRISONMENT FOR KNOWING VIOLATIONS.

Nathan Fuss
0000087123
(VALID THROUGH 03-08-25)
CERTIFICATION #

GSWCC LEVEL II DESIGN PROFESSIONAL



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ATLANTA, GEORGIA 30346
Phone: (770) 665-8900
GA@BohlerEng.com

STORE
SERIES 08 - #05571
CFA Fairburn
SENOIA RD AT
RENAISSANCE PKWY,
FAIRBURN, GA

SHEET TITLE
SOIL EROSION CONTROL PLAN - PHASE 3

DWG EDITION 02.4

PRELIMINARY
 80% SUBMITTAL
 FOR CONSTRUCTION

JOB NO. : GAA220215

STORE : #05571

DATE : 01/16/2024

DRAWN BY : SNJB

CHECKED BY : NF

CAD ID : ####

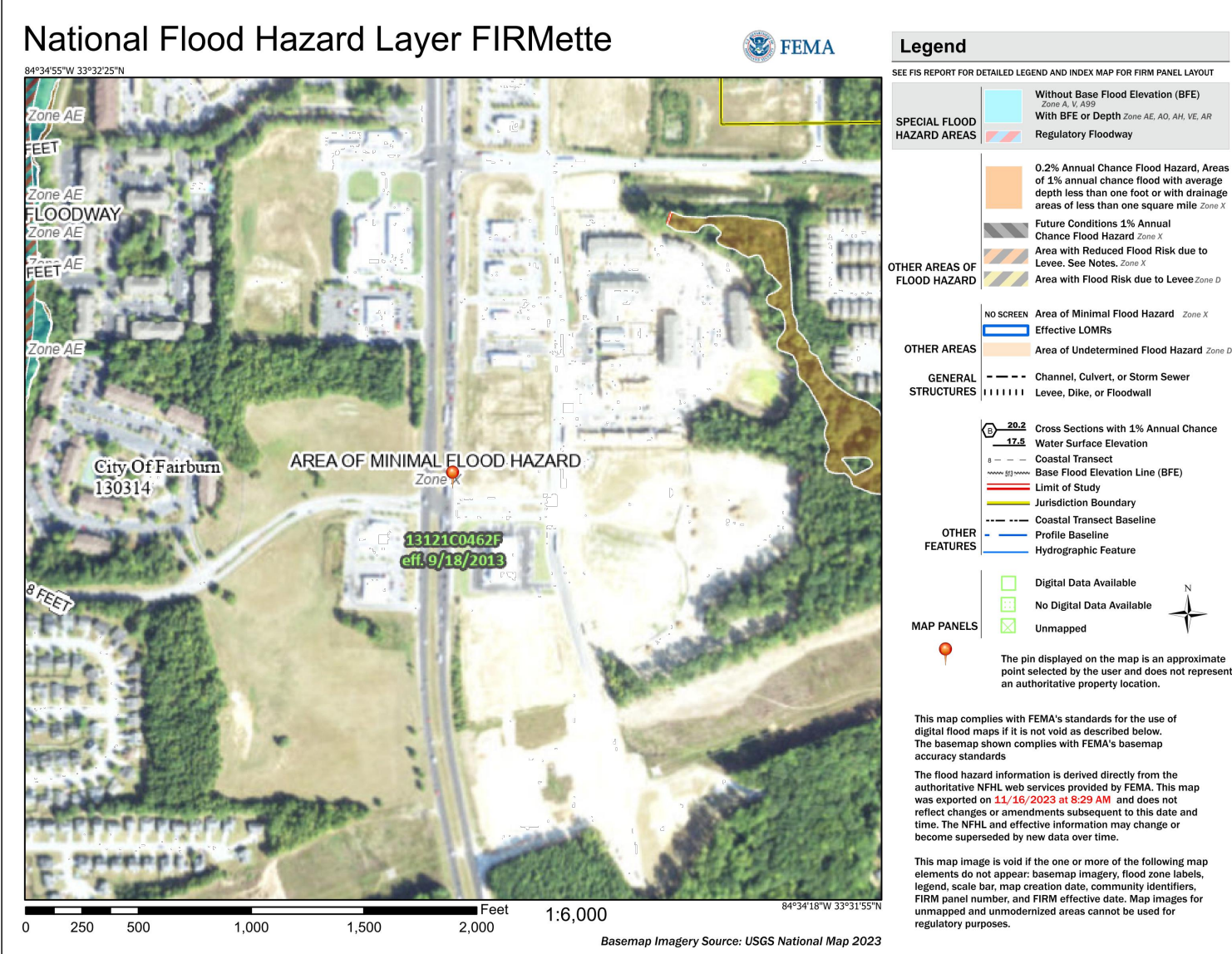
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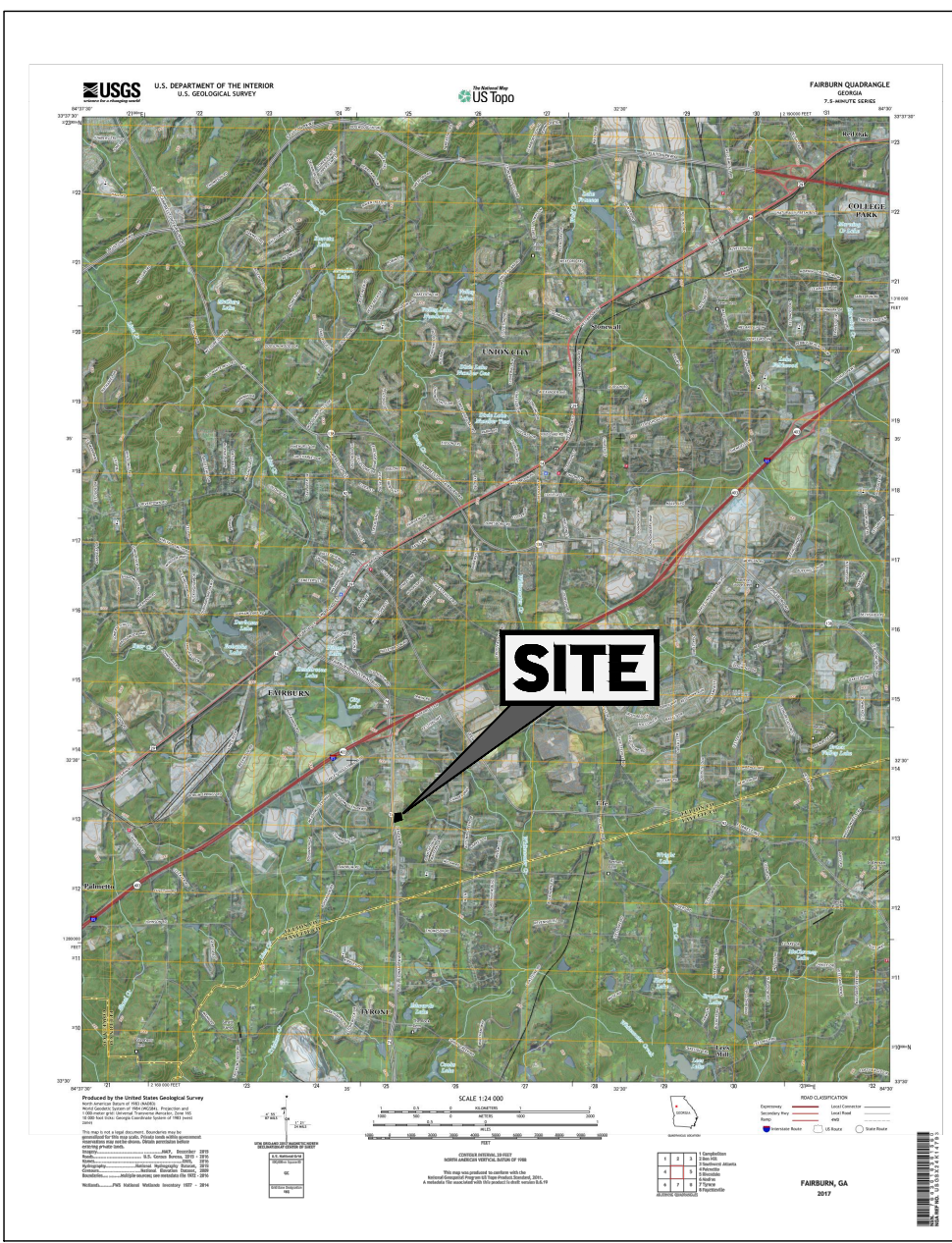
ES&PC CHECKLIST

Table with columns: PLAN PAGE #, Included Y/N, TO BE SHOWN ON ES&PC PLAN, and a detailed list of 41 items to be checked for compliance with the ES&PC plan.

FEMA FIRM MAPS 13073C0161E



U.S.G.S TOPOGRAPHIC MAP



SAMPLING REQUIREMENTS:

THIS PERMIT REQUIRES THE MONITORING OF NEPHELOMETRIC TURBIDITY IN RECEIVING WATER(S) OR OUTFALLS IN ACCORDANCE WITH THIS PERMIT. THIS PARAGRAPH SHALL NOT APPLY TO ANY LAND DISTURBANCE ASSOCIATED WITH THE CONSTRUCTION OF SINGLE-FAMILY RESIDENCES WHICH ARE NOT PART OF A COMMON DEVELOPMENT OR SUBDIVISION OR UNLESS FIVE (5) ACRES OR MORE WILL BE DISTURBED. THE FOLLOWING PROCEDURES CONSTITUTE EPD'S GUIDELINES FOR SAMPLING TURBIDITY.

- A. SAMPLING REQUIREMENTS SHALL INCLUDE:
1. A USGS TOPOGRAPHIC MAP...
2. A WRITTEN NARRATIVE OF SITE SPECIFIC ANALYTICAL METHODS...
3. WHEN THE PERMITTEE HAS DETERMINED THAT SOME OR ALL OUTFALLS...
4. ANY ADDITIONAL INFORMATION EPD DETERMINES NECESSARY...

- B. SAMPLING TYPE
ALL SAMPLING SHALL BE COLLECTED BY GRAB SAMPLES AND THE ANALYSIS OF THESE SAMPLES MUST BE CONDUCTED IN ACCORDANCE WITH METHODOLOGY AND TEST PROCEDURES ESTABLISHED BY 40 CFR PART 136...
1. SAMPLE CONTAINERS SHOULD BE LABELED PRIOR TO COLLECTING THE SAMPLES...
2. SAMPLES SHOULD BE WELL MIXED BEFORE TRANSFERRING TO A SECONDARY CONTAINER...
3. LARGE MOUTH, WELL, CLEANED AND RINSED GLASS OR PLASTIC JARS SHOULD BE USED FOR COLLECTION SAMPLES...
4. MANUAL, AUTOMATIC OR RISING STAGE SAMPLING MAY BE UTILIZED...
5. SAMPLING AND ANALYSIS OF THE RECEIVING WATERS OR OUTFALLS BEYOND THE MINIMUM FREQUENCY STATED IN THE PERMIT MUST BE REPORTED TO EPD AS SPECIFIED IN PART IV.E.

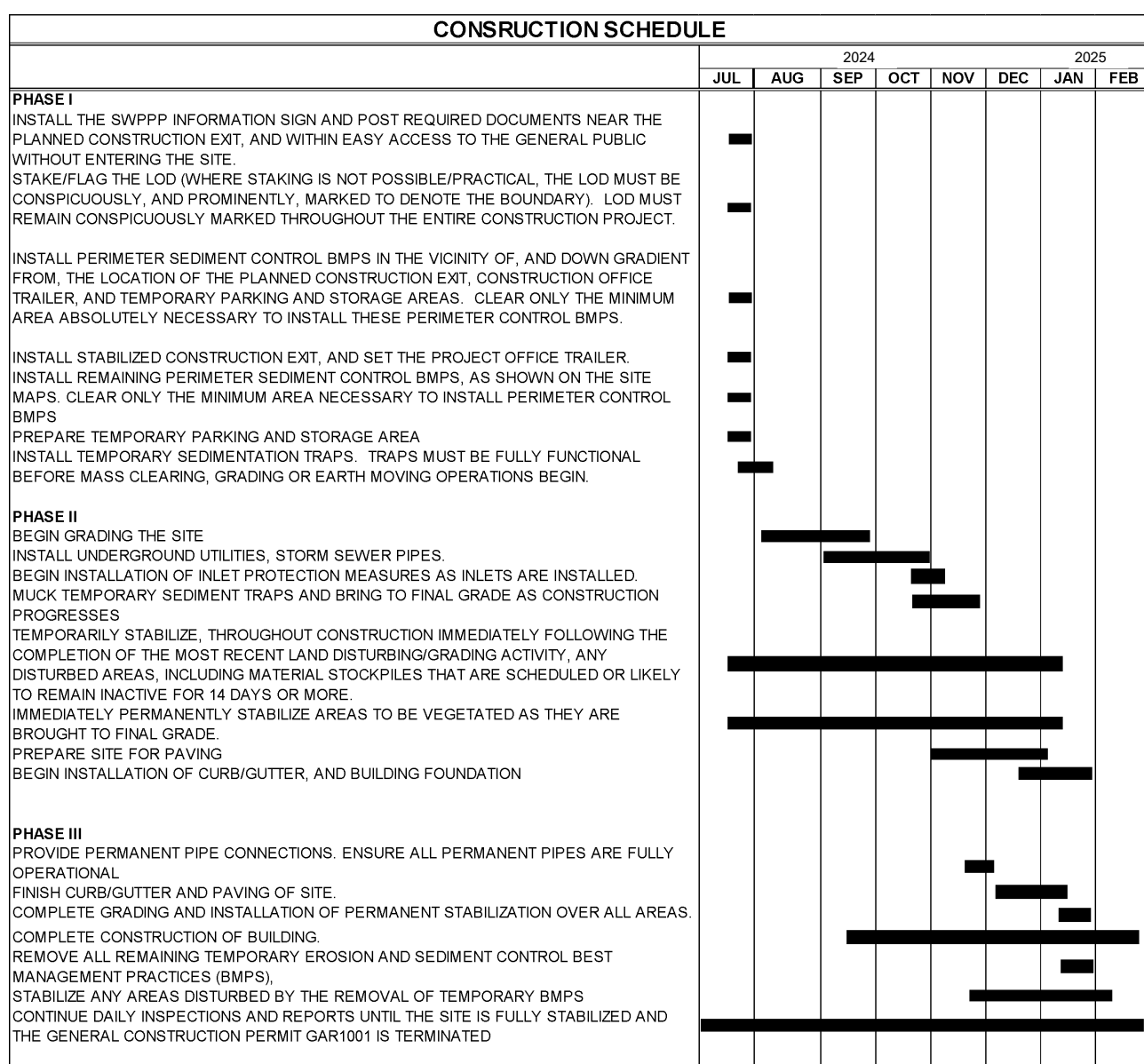
- C. SAMPLING POINTS
1. FOR CONSTRUCTION ACTIVITIES THE PRIMARY PERMITTEE MUST SAMPLE ALL RECEIVING WATERS OR ALL OUTFALLS OR A COMBINATION OF RECEIVING WATERS AND OUTFALLS...
a. THE UPSTREAM SAMPLE FOR EACH RECEIVING WATERS MUST BE TAKEN IMMEDIATELY UPSTREAM OF THE CONFLUENCE OF THE FIRST STORM WATER DISCHARGE FROM THE PERMITTED ACTIVITY...
b. THE DOWNSTREAM SAMPLE FOR EACH RECEIVING WATERS MUST BE TAKEN DOWNSTREAM OF THE CONFLUENCE OF THE LAST STORM WATER DISCHARGE FROM THE PERMITTED ACTIVITY...
c. CARE SHOULD BE TAKEN TO AVOID STIRRING THE BOTTOM SEDIMENTS IN THE RECEIVING WATERS OR THE OUTFALL STORMWATER CHANNEL...
d. THE SAMPLING CONTAINER SHOULD BE HELD SO THAT THE OPENING FACES UPSTREAM...
e. PERMITTEES DO NOT HAVE TO SAMPLE SHEET FLOW THAT FLOWS INTO UNDISTURBED NATURAL AREAS OR AREAS STABILIZED BY THE PROJECT...
f. THE SAMPLING POINTS SHALL BE HELD SO THAT THE OPENING FACES UPSTREAM...
g. PERMITTEES DO NOT HAVE TO SAMPLE SHEET FLOW THAT FLOWS INTO UNDISTURBED NATURAL AREAS OR AREAS STABILIZED BY THE PROJECT...
h. ALL SAMPLING POINTS FOR THIS PERMIT MUST BE DONE IN SUCH A MANNER (INCLUDING GENERALLY ACCEPTED SAMPLING METHODS, LOCATIONS, TIMING, AND FREQUENCY) AS TO ACCURATELY REFLECT WHETHER STORMWATER RUNOFF FROM THE CONSTRUCTION SITE IS IN COMPLIANCE WITH THE STANDARD SET FORTH IN PARTS III.D.3 OR III.D.4, WHICHEVER IS APPLICABLE.

- D. SAMPLING FREQUENCY
1. THE PRIMARY PERMITTEE MUST SAMPLE IN ACCORDANCE WITH THE PLAN AT LEAST ONCE FOR EACH RAINFALL EVENT DESCRIBED BELOW...
2. HOWEVER, WHERE MANUAL AND AUTOMATIC SAMPLING ARE IMPOSSIBLE OR ARE BEYOND THE PERMITTEE'S CONTROL...
3. SAMPLING BY THE PERMITTEE SHALL OCCUR FOR THE FOLLOWING QUALIFYING EVENTS:
a. FOR EACH AREA OF THE SITE THAT DISCHARGES TO A RECEIVING WATER OR FROM AN OUTFALL...
b. IN ADDITION TO THE ABOVE, FOR EACH AREA OF THE SITE THAT DISCHARGES TO A RECEIVING WATER OR FROM AN OUTFALL...
c. AT THE TIME OF SAMPLING PERFORMED PURSUANT TO THE ABOVE...
d. WHERE SAMPLING PURSUANT TO THE ABOVE IS REQUIRED BUT NOT POSSIBLE...
e. NON-STORMWATER DISCHARGES INCLUDE THE FOLLOWING:
1. EXPECT FOR THE FLOWS FROM FIRE FIGHTING ACTIVITIES...
2. THE APPLICABLE PERMITTEES ARE REQUIRED TO SUBMIT THE SAMPLING RESULTS TO THE EPD AT THE ADDRESS SHOWN IN PART II.C. BY THE FIFTEENTH DAY OF THE MONTH FOLLOWING THE REPORTING PERIOD...

FLOOD CERTIFICATION

ACCORDING TO THE FEDERAL EMERGENCY MANAGEMENTS AGENCY'S FLOOD INSURANCE RATE MAPS (FIRM) 13073C0161E, WITH EFFECTIVE DATE OF JUNE 7TH, 2019, THE PROJECT SITE LIES WITHIN ZONE X, WHICH IS OUTSIDE ANY ESTABLISHED FLOOD HAZARD AREA.

CONSTRUCTION SCHEDULE



ES&PC CHECKLIST - APPENDIX 1

Table with columns: PLAN PAGE #, Included Y/N, TO BE SHOWN ON ES&PC PLAN, and a detailed list of 41 items to be checked for compliance with the ES&PC plan.

PRIMARY PERMITTEE

CHICK-FIL-A, LLC
BUFFINGTON ROAD, ATLANTA, GA 30349.
CONTACT: ERIKA SHEEHY
PHONE: (407)-340-3508 EMAIL: ERIKA.SHEEHY@CFACORP.COM

DESIGN PROFESSIONAL'S CERTIFICATION:

- (1) I CERTIFY THAT THE PERMITTEE'S EROSION, SEDIMENTATION AND POLLUTION CONTROL PLAN PROVIDES FOR AN APPROPRIATE AND COMPREHENSIVE SYSTEM OF BEST MANAGEMENT PRACTICES REQUIRED BY THE GEORGIA WATER QUALITY CONTROL ACT AND THE DOCUMENT "MANUAL FOR EROSION AND SEDIMENT CONTROL IN GEORGIA" (MANUAL) PUBLISHED BY THE STATE SOIL AND WATER CONSERVATION COMMISSION AS OF JANUARY 1 OF THE YEAR IN WHICH LAND DISTURBING ACTIVITY WAS PERMITTED...
(2) I CERTIFY UNDER PENALTY OF LAW THAT THIS PLAN WAS PREPARED AFTER A SITE VISIT TO THE LOCATIONS DESCRIBED HEREIN BY MYSELF OR MY AUTHORIZED AGENT, UNDER MY DIRECT SUPERVISION...
(3) I CERTIFY UNDER THE PENALTY OF LAW THAT THIS DOCUMENT AND ALL ATTACHMENTS WERE PREPARED UNDER MY DIRECTION OR SUPERVISION IN ACCORDANCE WITH A SYSTEM DESIGNED TO ASSURE THAT QUALIFIED PERSONNEL PROPERLY GATHER AND EVALUATE THE INFORMATION SUBMITTED, BASED UPON MY INQUIRY OF THE PERSON OR PERSONS WHO MANAGE THE SYSTEM, OR THOSE PERSONS DIRECTLY RESPONSIBLE FOR GATHERING THE INFORMATION, THE INFORMATION SUBMITTED IS, TO THE BEST OF MY KNOWLEDGE AND BELIEF, TRUE, ACCURATE, AND COMPLETE. I AM AWARE THAT THERE ARE SIGNIFICANT PENALTIES FOR SUBMITTING FALSE INFORMATION, INCLUDING THE POSSIBILITY OF FINE AND IMPRISONMENT FOR KNOWING VIOLATIONS.

Nathan Fuss
0000087123
(VALID THROUGH 03-08-25)
CERTIFICATION #

APPENDIX B NEPHELOMETRIC TURBIDITY UNIT (NTU) TABLE

Table showing Waters Supporting Warm Water Fisheries with columns for Surface Water Drainage Area (Square Miles) and NTU values.

- NOTES:
1. ALL OUTFALL SAMPLING POINTS SHALL CONFORM TO AN NTU VALUE OF 75 PER THE ABOVE TABLE AS FOUND AT A SITE BETWEEN 1.00 AND 10 ACRES IN SIZE WITH A DRAINAGE AREA OF LESS THAN 5 SQUARE MILES.
2. SOURCE: STATE OF GEORGIA DEPARTMENT OF NATURAL RESOURCES ENVIRONMENTAL PROTECTION DIVISION, GENERAL PERMIT NO. GAR100003

DESIGN PROFESSIONAL 7-DAY VISIT CERTIFICATION

DATE OF INSPECTION:
I CERTIFY THE SITE WAS IN COMPLIANCE WITH THE ES&PC PLAN ON THE DATE OF INSPECTION

GSWCC LEVEL II DESIGN PROFESSIONAL
0000083972
CERTIFICATION #

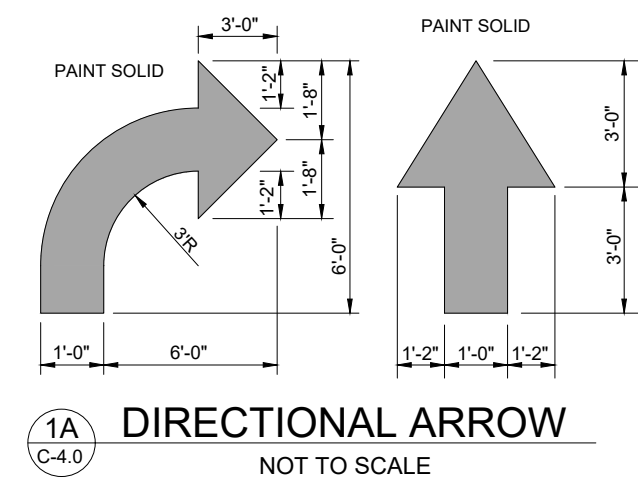
INSPECTION REVEALED THE FOLLOWING DISCREPANCIES FROM THE ES&PC PLAN:

THESE DEFICIENCIES MUST BE ADDRESSED IMMEDIATELY AND A RE-INSPECTION SCHEDULED. WORK SHALL NOT PROCEED ON THE SITE UNTIL DESIGN PROFESSIONAL CERTIFICATION IS OBTAINED

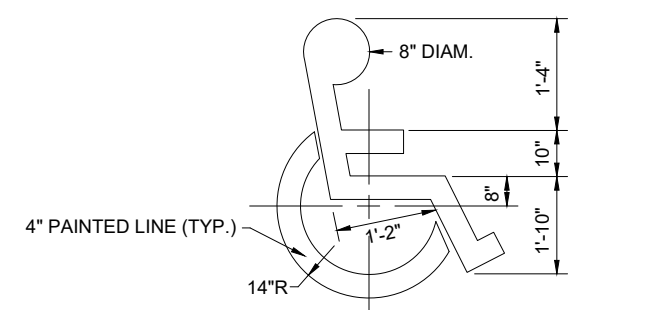
RETENTION OF RECORDS:

- 1. THE PRIMARY PERMITTEE SHALL RETAIN THE FOLLOWING RECORDS AT THE CONSTRUCTION SITE OR THE RECORDS SHALL BE READILY AVAILABLE AT A DESIGNATED ALTERNATE LOCATION FROM COMMENCEMENT OF CONSTRUCTION UNTIL SUCH TIME AS A NOT IS SUBMITTED IN ACCORDANCE WITH PART VI.
a. A COPY OF ALL NOTICES OF INTENT SUBMITTED TO EPD;
b. A COPY OF THE EROSION, SEDIMENTATION AND POLLUTION CONTROL PLAN REQUIRED BY THIS PERMIT;
c. THE DESIGN PROFESSIONAL'S REPORT OF THE RESULTS OF THE INSPECTION CONDUCTED IN ACCORDANCE WITH PART IV A.5 OF THE GENERAL PERMIT;
d. A COPY OF ALL SAMPLING INFORMATION, RESULTS, AND REPORTS REQUIRED BY THE GENERAL PERMIT;
e. A COPY OF ALL INSPECTION REPORTS GENERATED IN ACCORDANCE WITH PART IV D.4. OF THE GENERAL PERMIT;
f. A COPY OF ALL INSPECTION SUMMARIES AND VIOLATION SUMMARY REPORTS GENERATED IN ACCORDANCE WITH PART IV OF THE GENERAL PERMIT; AND
g. DAILY RAINFALL INFORMATION COLLECTED IN ACCORDANCE WITH PART IV D.4.(2) OF THE GENERAL PERMIT.
2. COPIES OF ALL NOTICES OF INTENT, NOTICES OF TERMINATION, INSPECTION REPORTS, SAMPLING REPORTS (INCLUDING ALL CALIBRATION AND MAINTENANCE RECORDS AND ALL ORIGINAL STRIP CHART RECORDINGS FOR CONTINUOUS MONITORING INSTRUMENTATION) OR OTHER REPORTS REQUESTED BY THE EPD, EROSION, SEDIMENTATION AND POLLUTION CONTROL PLANS, RECORDS OF ALL DATA USED TO COMPLETE THE NOTICE OF INTENT TO BE COVERED BY THIS PERMIT AND ALL OTHER RECORDS REQUIRED BY THIS PERMIT SHALL BE RETAINED BY THE PERMITTEE WHO EITHER PRODUCED OR USED IT FOR A PERIOD OF AT LEAST THREE YEARS FROM THE DATE THAT THE NOT IS SUBMITTED IN ACCORDANCE WITH PART VI. OF THIS PERMIT. THESE RECORDS MUST BE MAINTAINED AT THE PERMITTEE'S PRIMARY PLACE OF BUSINESS OR AT A DESIGNATED ALTERNATIVE LOCATION ONCE THE CONSTRUCTION ACTIVITY HAS CEASED AT THE PERMITTED SITE, THIS PERIOD MAY BE EXTENDED BY REQUEST OF THE EPD AT ANY TIME UPON WRITTEN NOTIFICATION TO THE PERMITTEE.

Bohler logo and contact information: 2111 PERIMETER CENTER PKWY NE, SUITE 425, ATLANTA, GEORGIA 30346. Phone: (770) 606-6000. Website: GA@BohlerEng.com. Includes sheet title SOIL EROSION CONTROL NOTES and sheet number C-3.8.



1A DIRECTIONAL ARROW
C-4.0 NOT TO SCALE

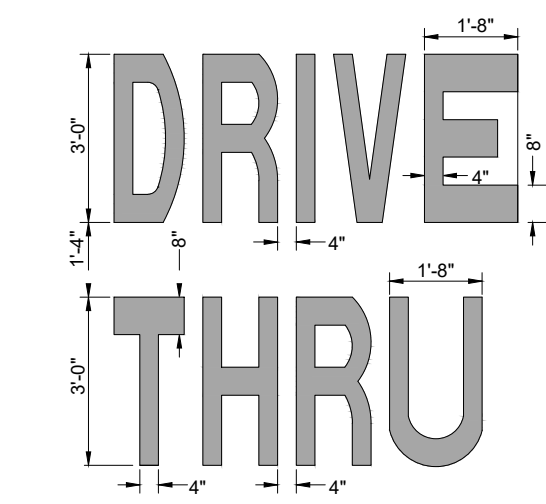


1B ACCESSIBILITY SYMBOL
C-4.0 NOT TO SCALE

NOTES:

- GENERAL CONTRACTOR SHALL REFER TO PARKING LOT STRIPING SPECIFICATIONS (SEE DETAIL 5/C-4.0).
- CONTRACTOR SHALL USE WHITE REFLECTIVE PAINT ON ASPHALT & YELLOW REFLECTIVE PAINT ON CONCRETE, UNLESS UPON VERIFICATION BY THE GENERAL CONTRACTOR IT IS DETERMINED THAT LOCAL, STATE, OR ADA CODES DIFFER, IN WHICH CASE THESE CODES SHALL GOVERN.

1 PAVEMENT MARKINGS - 1
C-4.0 NOT TO SCALE



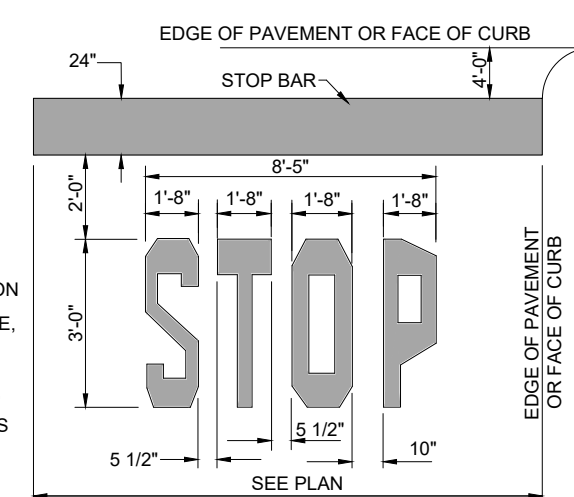
2A DRIVE-THRU
C-4.0 NOT TO SCALE

NOTES:

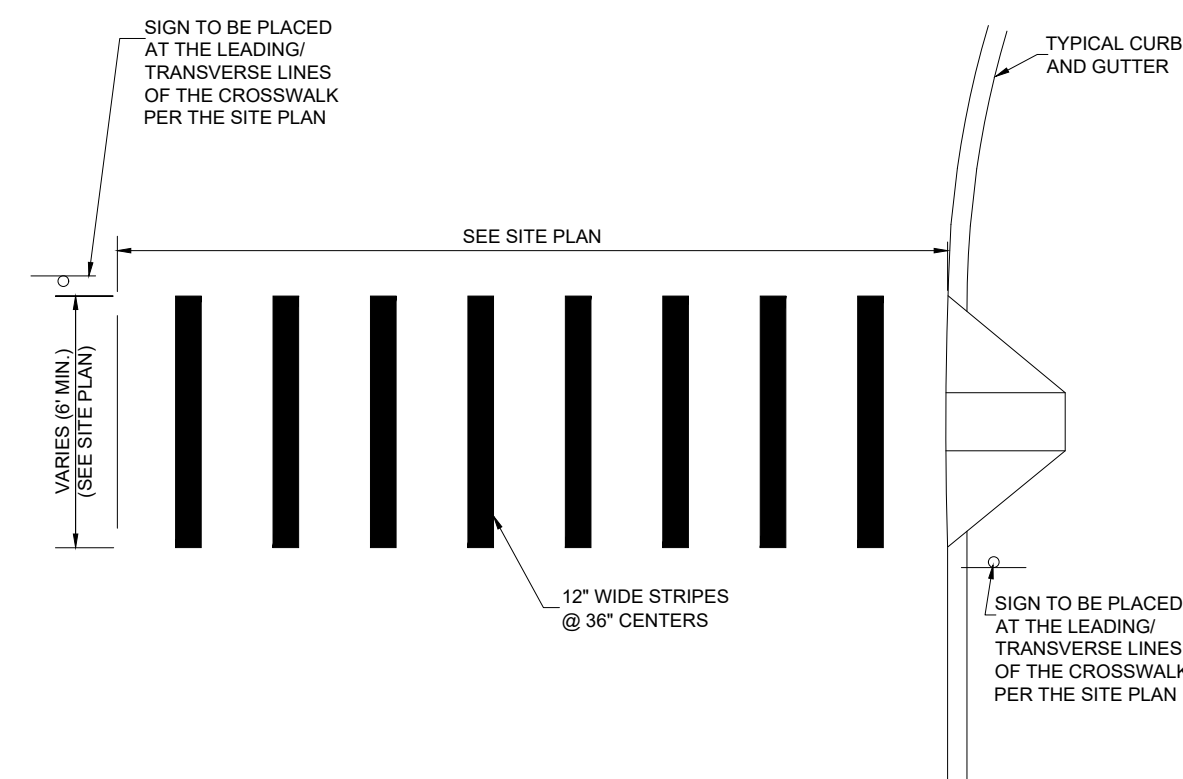
- GENERAL CONTRACTOR SHALL REFER TO PARKING LOT STRIPING SPECIFICATIONS.
- CONTRACTOR SHALL USE WHITE REFLECTIVE PAINT ON ASPHALT & YELLOW REFLECTIVE PAINT ON CONCRETE, UNLESS UPON VERIFICATION BY THE GENERAL CONTRACTOR IT IS DETERMINED THAT LOCAL, STATE, OR ADA CODES DIFFER, IN WHICH CASE THESE CODES SHALL GOVERN.

NOTE:
IF STOP SIGN IS PROPOSED, "STOP" LETTERING GRAPHIC IS NOT REQUIRED.

2 PAVEMENT MARKINGS - 2
C-4.0 NOT TO SCALE



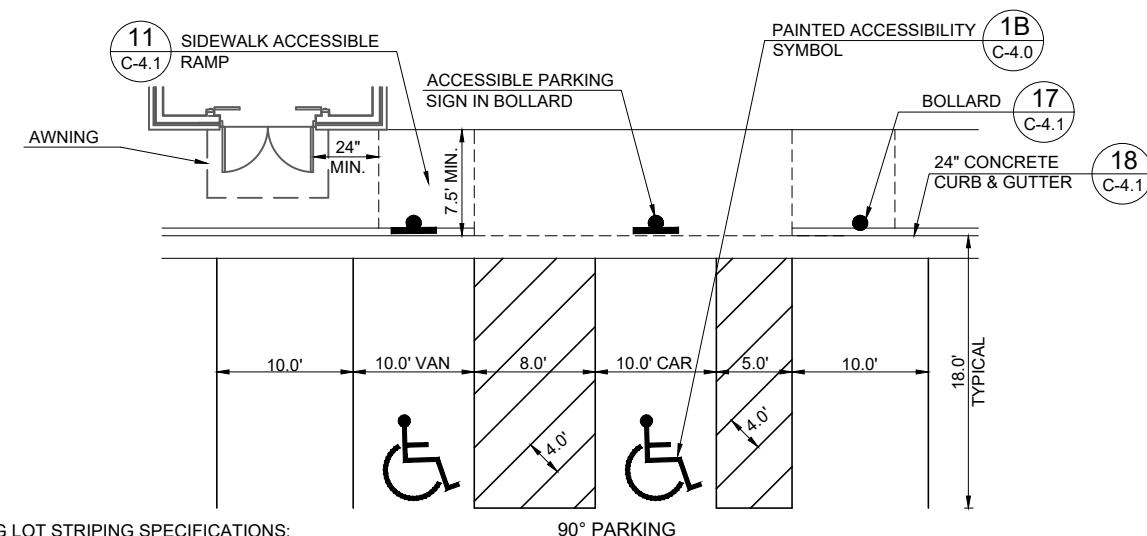
2B STOP BAR
C-4.0 NOT TO SCALE



NOTES:

- GENERAL CONTRACTOR SHALL REFER TO PARKING LOT STRIPING SPECIFICATIONS (SEE DETAIL 5/C-4.0).
- CONTRACTOR SHALL USE WHITE REFLECTIVE PAINT ON ASPHALT AND YELLOW REFLECTIVE PAINT ON CONCRETE.

3 CROSSWALK MARKINGS
C-4.0 NOT TO SCALE



PARKING LOT STRIPING SPECIFICATIONS:

- STANDARDS:**
- ALWAYS FOLLOW ALL APPLICABLE GOVERNING AUTHORITY'S STANDARDS.
 - SURFACES SHOULD BE CLEAN, DRY, AND FREE FROM LOOSE OR PEELING PAINT. REMOVE ALL OIL, DUST, GREASE, DIRT, AND OTHER FOREIGN MATERIAL TO ENSURE ADEQUATE ADHESION. DO NOT APPLY WHEN AIR OR SURFACE TEMPERATURES ARE BELOW 40°F.
 - APPLY SHERWIN-WILLIAMS SETFAST PREMIUM ALKYD ZONE MARKING PAINT A300 WHITE OR A303 YELLOW USING EITHER AIRLESS OR CONVENTIONAL LINE STRIPING EQUIPMENT. USE THE FOLLOWING SETTINGS AS A GUIDE. ACTUAL SETTINGS DEPEND ON ATMOSPHERIC CONDITIONS AT THE TIME OF APPLICATION.

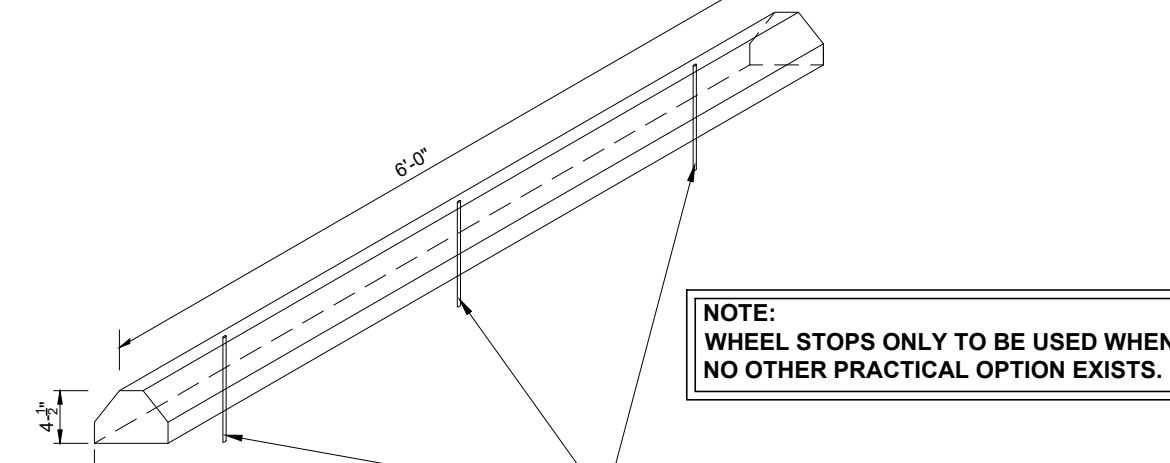
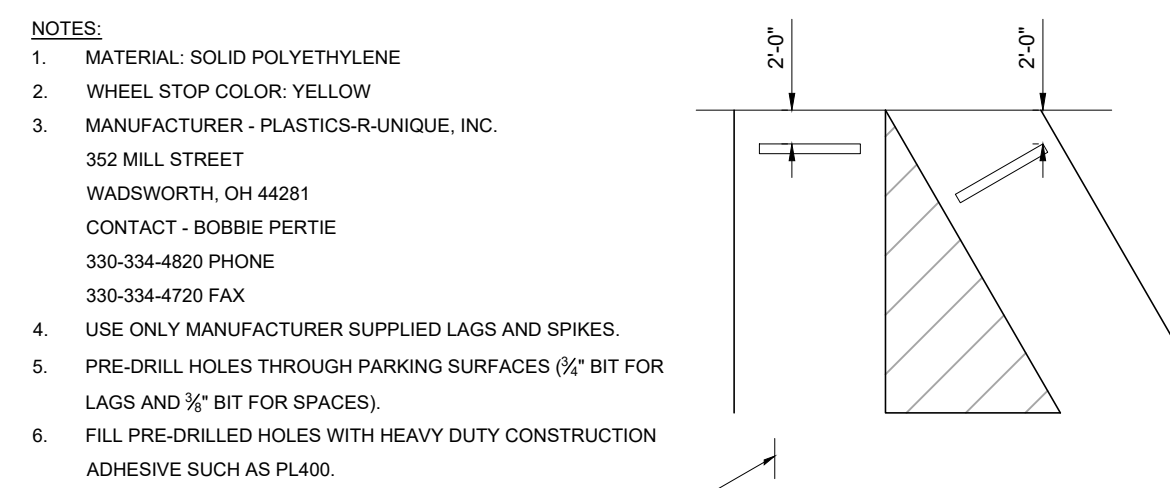
AIRLESS

- PRESSURE: 1800-2700 PSI
- HOSE: 3/4" ID
- TIP: 0.015" - 0.017"
- FILTER: 80 MESH
- REDUCTION: ONLY IF NECESSARY, UP TO 1PTIGAL VMMP NAPTHA R1K3

CONVENTIONAL

- GUN: BLINKS 21 (BLEEDER) OR EQUIVALENT
- FLUID NOZZLE: #68
- AIR NOZZLE: INTERNAL MIX, #709
- ATOMIZATION PRESSURE: 45-60 PSI
- FLUID PRESSURE: 40-70 PSI
- REDUCTION: ONLY IF NECESSARY, UP TO 1PTIGAL VMMP NAPTHA R1K3

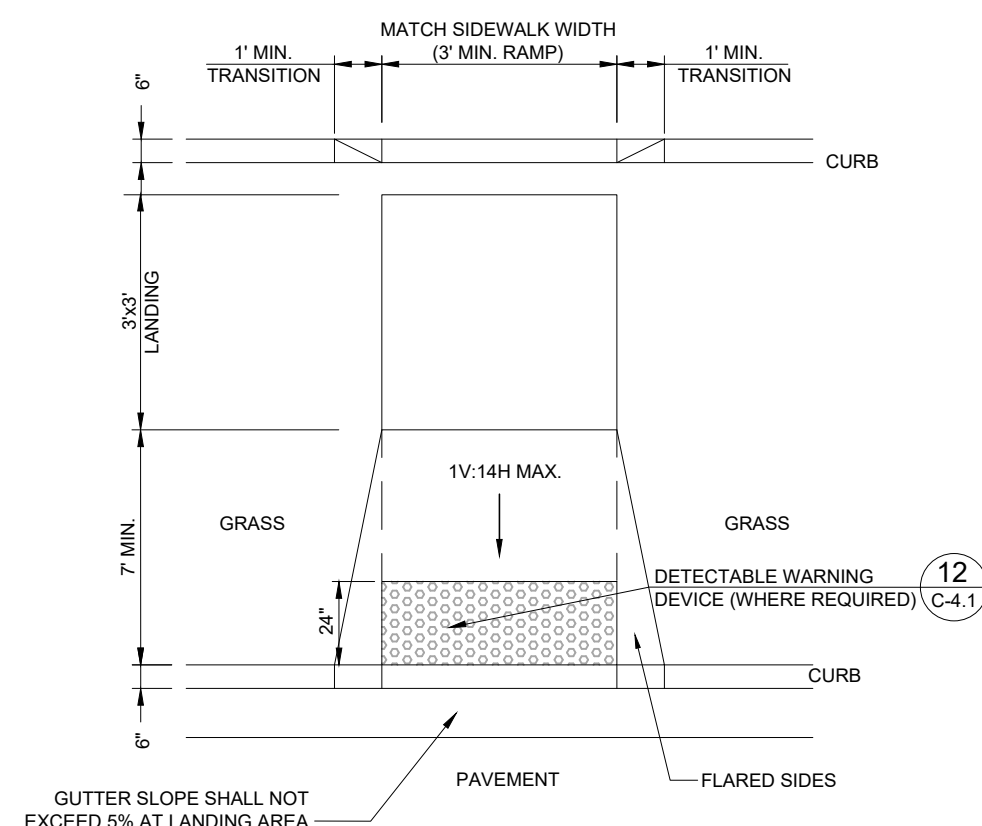
- SHERWIN WILLIAMS, H&C SHARK GRIP SLIP RESISTANT ADDITIVE TO BE MEASURED AND ADDED TO ALL PAINT PER MANUFACTURER'S WRITTEN SPECIFICATIONS. MIX THOROUGHLY PER MANUFACTURER'S RECOMMENDATIONS SO THAT NO CLUMPING IS APPARENT AND UNTIL EVEN DISTRIBUTION IS ACHIEVED. MAINTAIN EVEN DISTRIBUTION OF ADDITIVE IN PAINT THROUGHOUT THE APPLICATION PROCESS.
- MIX PAINT THOROUGHLY BY BOXING, STIRRING, OR POWER AGITATION BEFORE USE. APPLY AT 15 MILS WET TO ACHIEVE A SPREAD RATE OF 400-500 LINEAL FEET OF STANDARD 4" STRIPE PER GALLON. APPLIED AT THIS RATE AT 70 DEGREES F AND 50% RELATIVE HUMIDITY, PAINT WILL DRY WITH NO TRAFFIC PICKUP AFTER 20 MINUTES.
- GENERAL CONTRACTOR TO RE-STRIP THE LOT 45 DAYS AFTER OPENING.



6 SOLID PLASTIC WHEEL STOP
C-4.0 NOT TO SCALE

7 BOLLARD MOUNTED SIGN
C-4.0 NOT TO SCALE

CIVIL TO VERIFY RAMP REQUIREMENTS BY STATE.



8 CURB RAMP w/ SHORT FLARED SIDES
C-4.0 NOT TO SCALE



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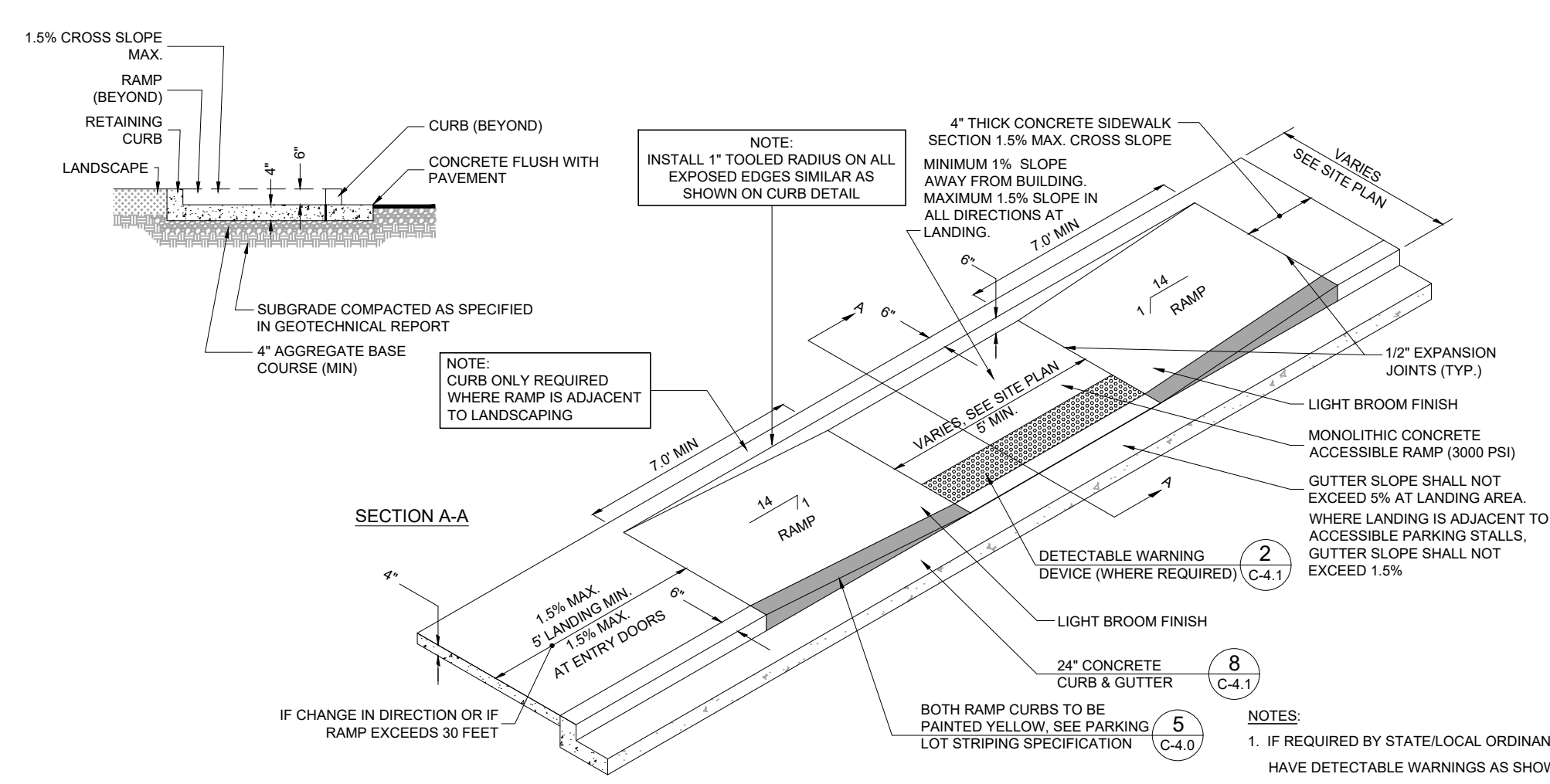
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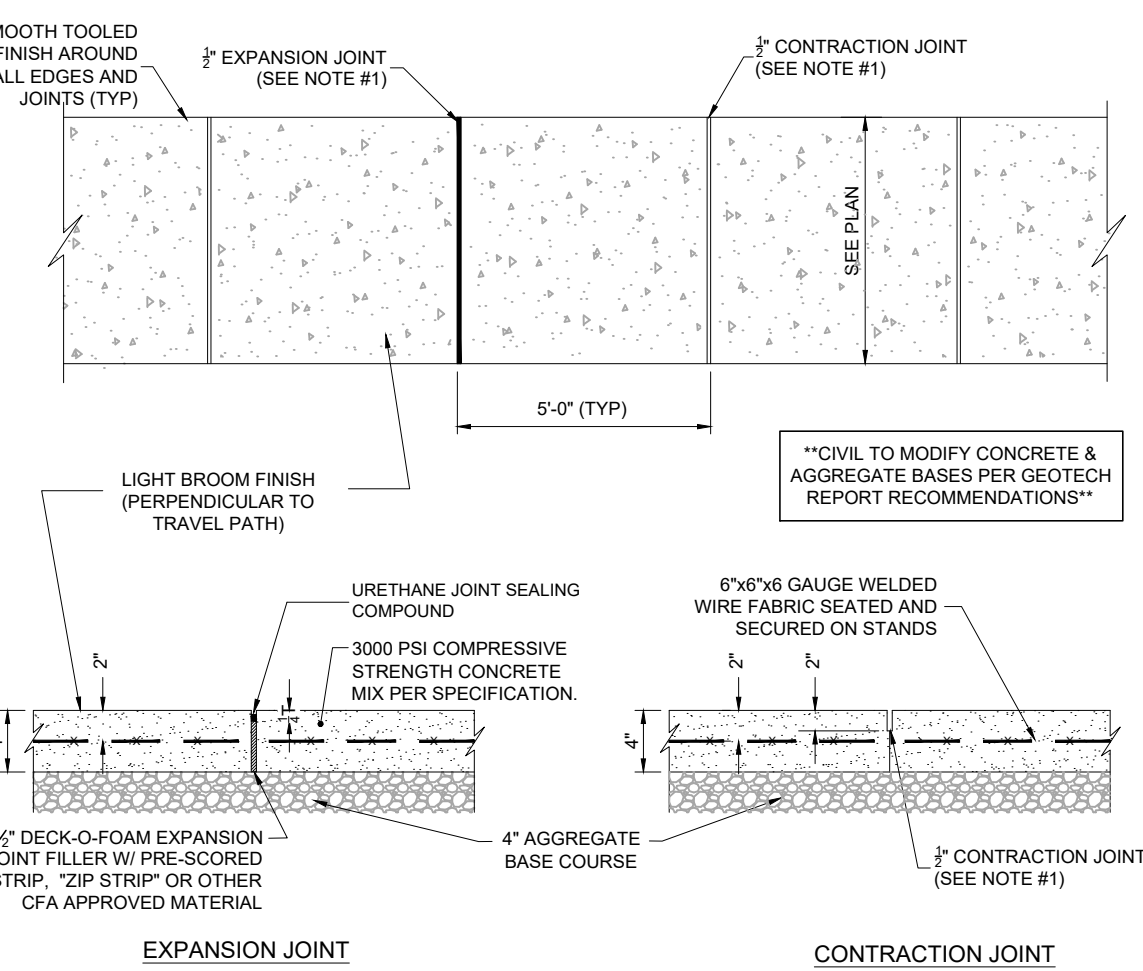
STORE
SERIES 08 - #05571
CFA Fairburn
SENOIA RD AT
RENAISSANCE PKWY,
FAIRBURN, GA

SHEET TITLE
**CHICK-FIL-A
STANDARD
DETAILS**
DWG EDITION 02.4
PRELIMINARY
80% SUBMITTAL
FOR CONSTRUCTION
JOB NO. : GAA220215
STORE : #05571
DATE : 01/16/2024
DRAWN BY : SNJB
CHECKED BY : NF
CAD ID : ###

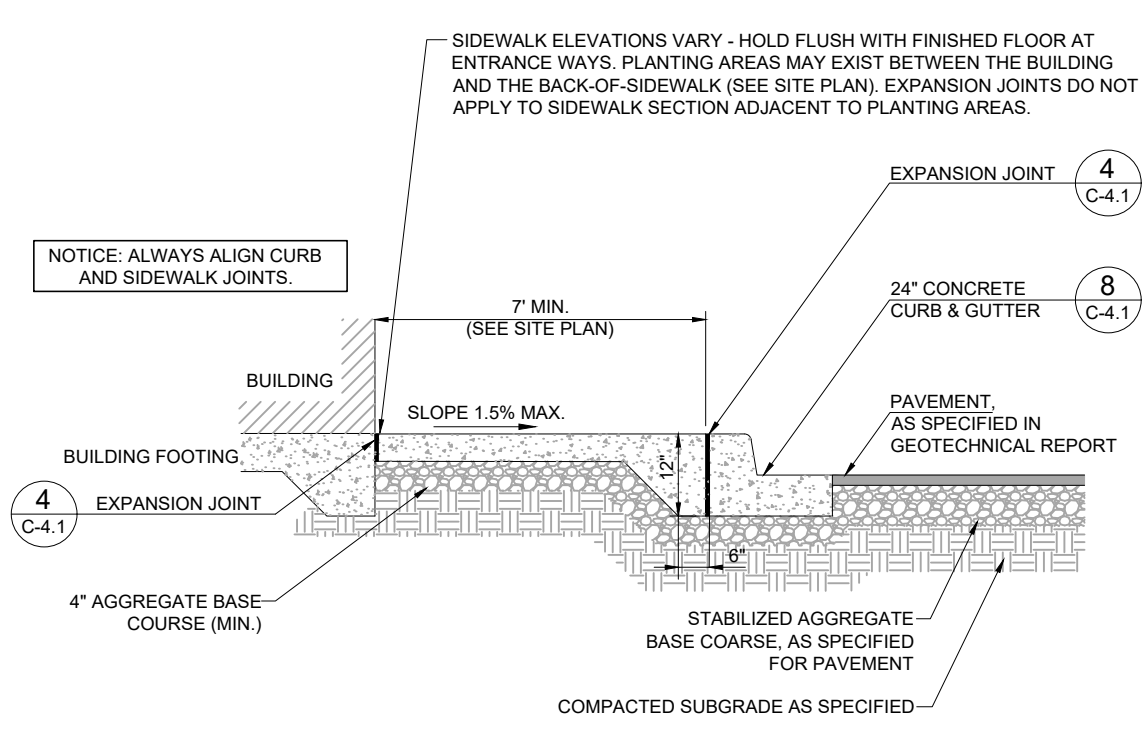
SHEET
C-4.0



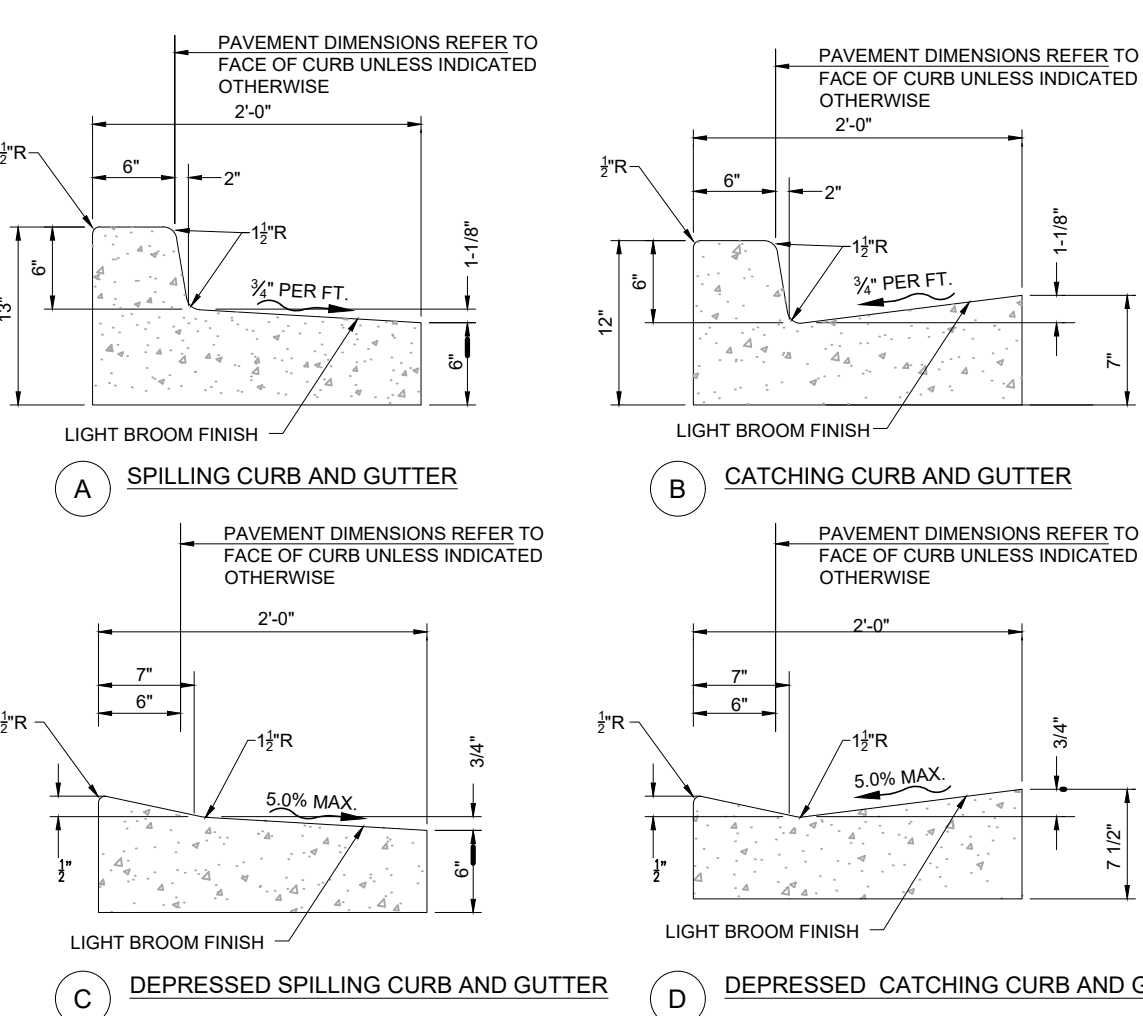
1 SIDEWALK ACCESSIBLE RAMP
C-4.1 NOT TO SCALE



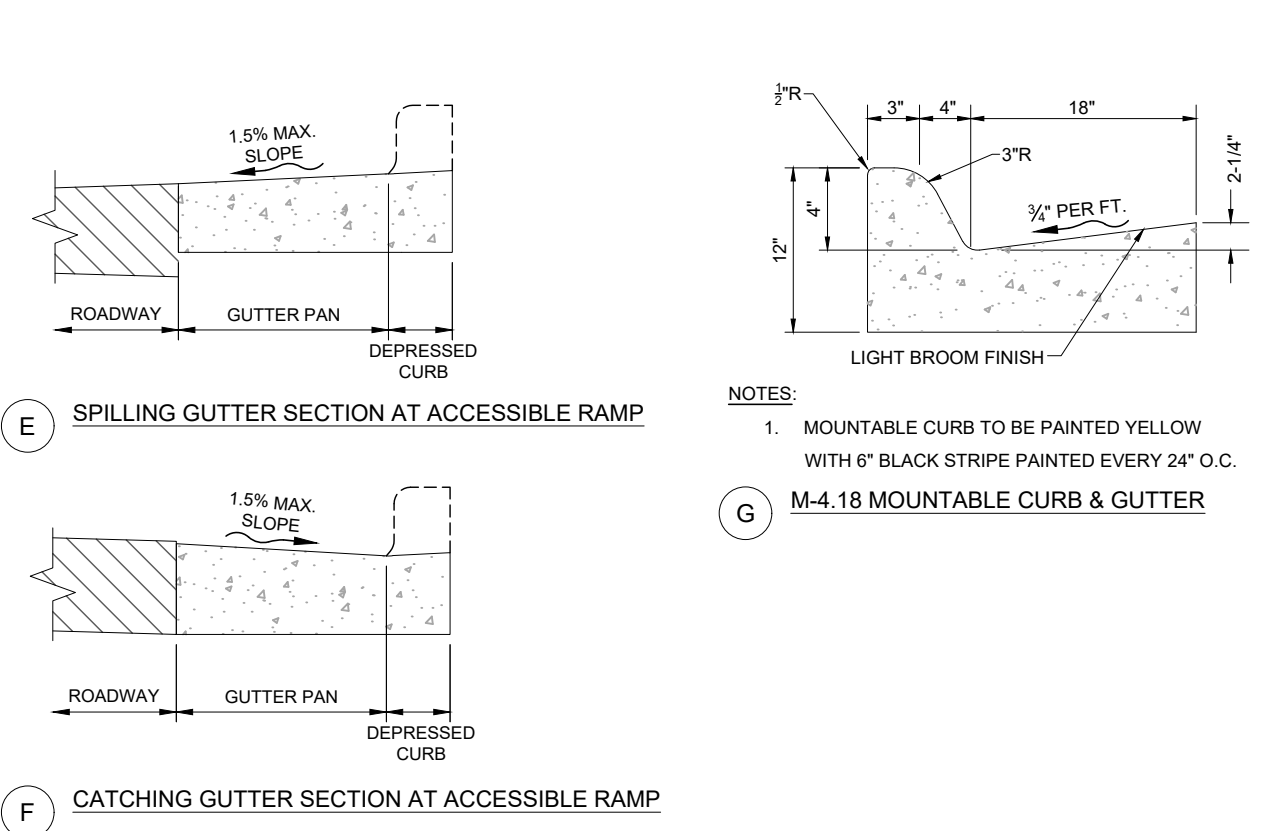
4 CONCRETE SIDEWALK
C-4.1 NOT TO SCALE



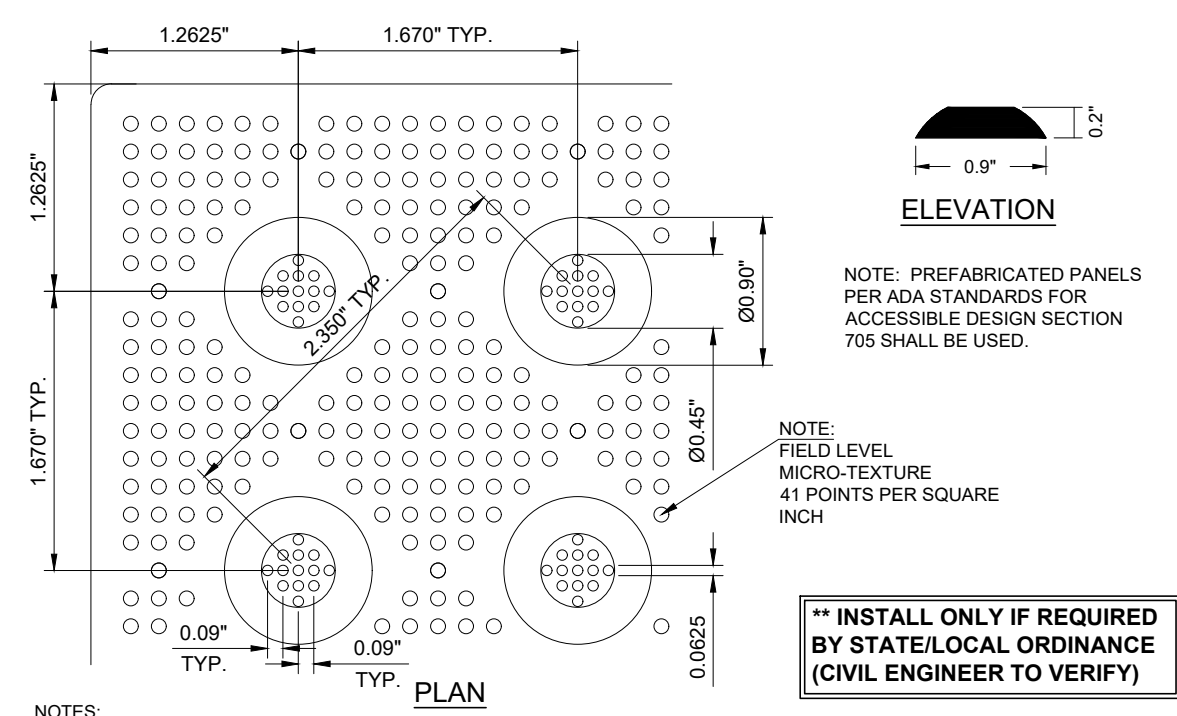
5 CONCRETE SIDEWALK w/ CURB & GUTTER
C-4.1 NOT TO SCALE



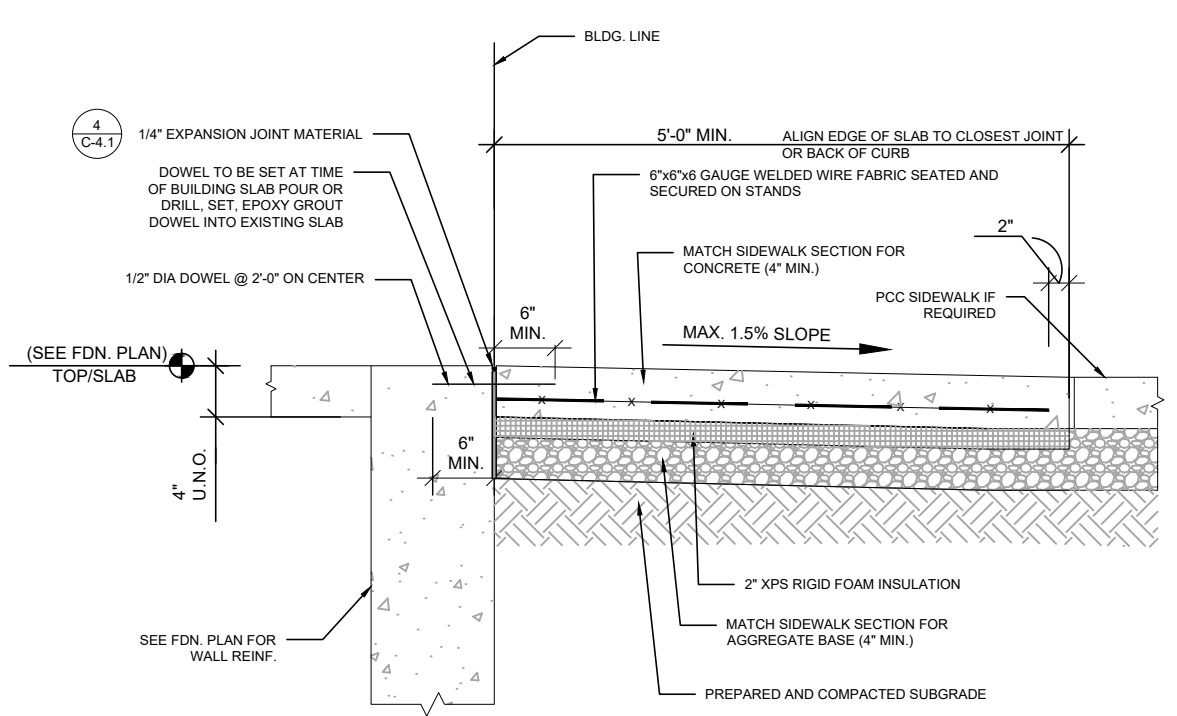
8 CONCRETE CURB & GUTTER
C-4.1 NOT TO SCALE



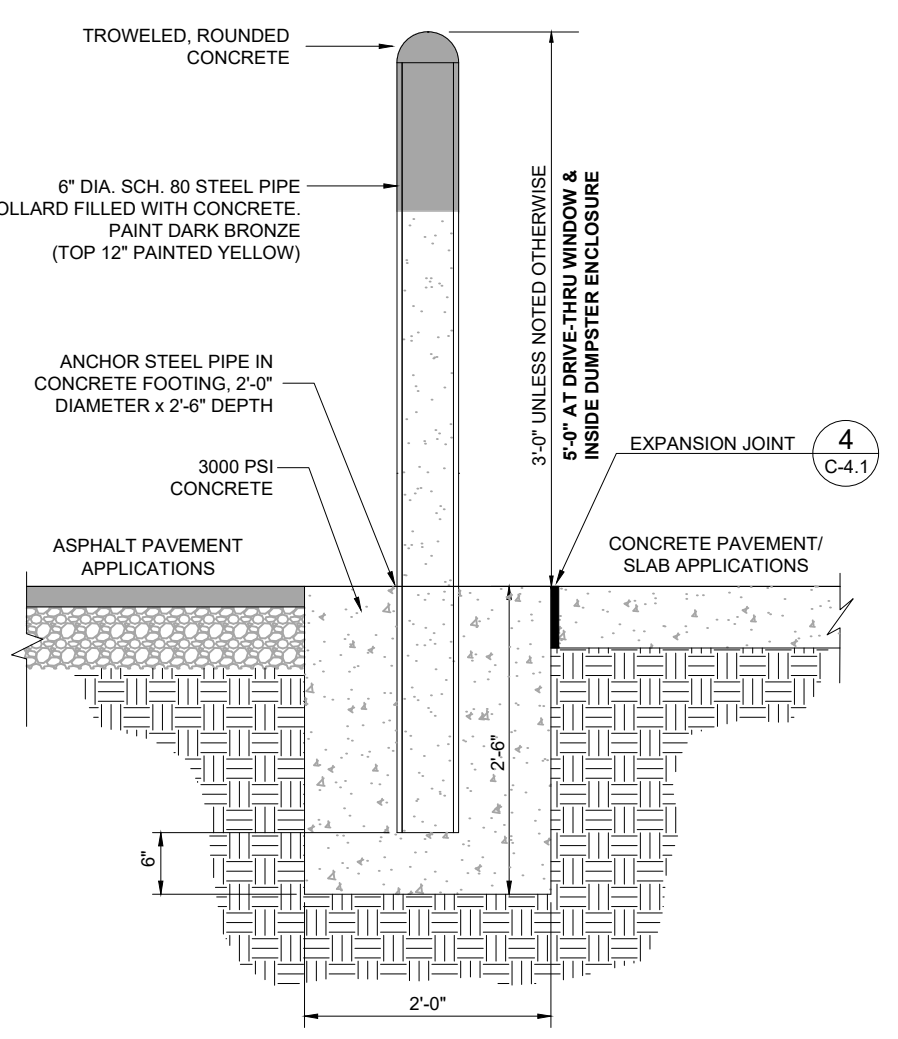
9 LANDSCAPE & IRRIGATION PROTECTOR
C-4.1 NOT TO SCALE



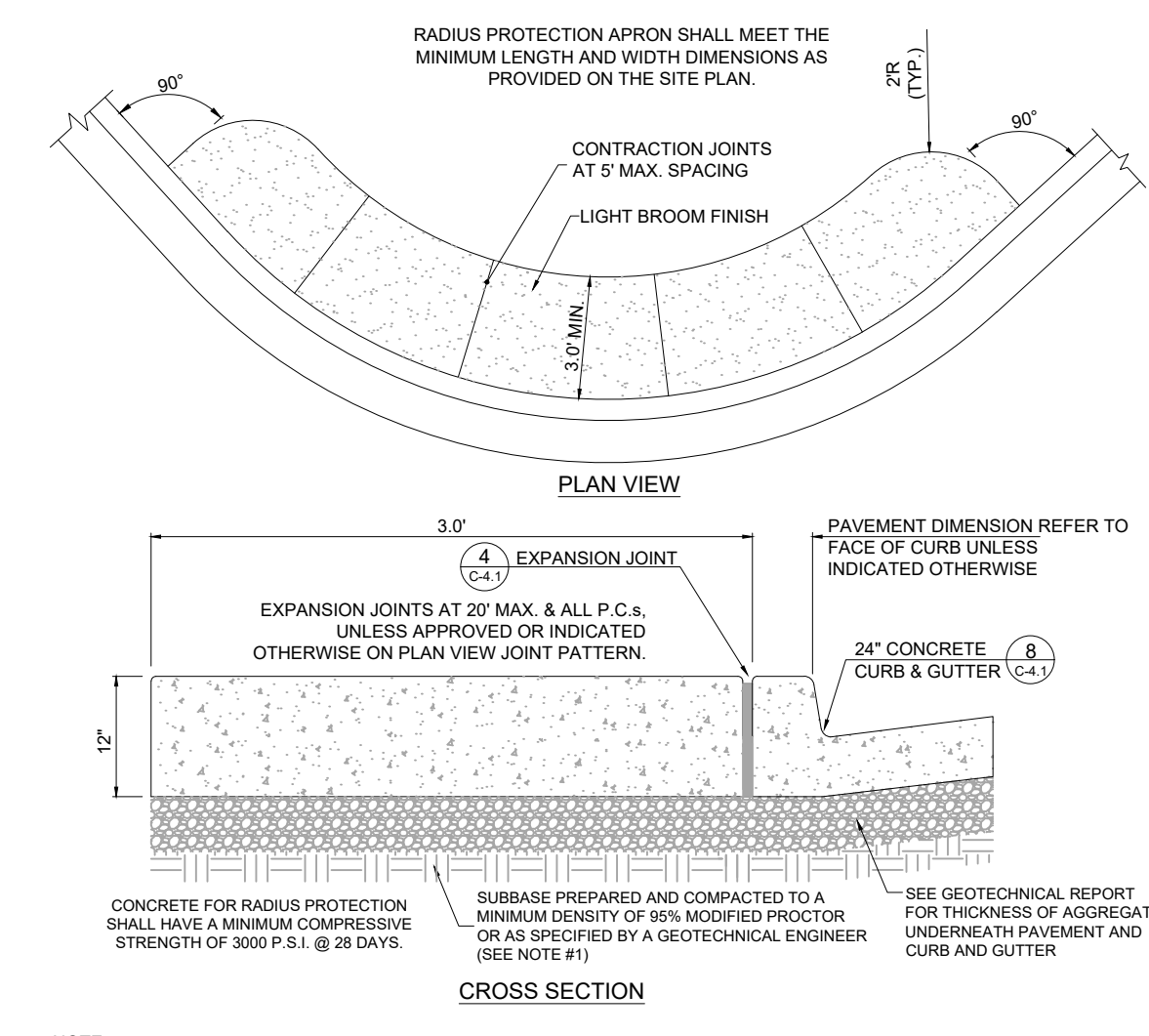
2 DETECTABLE WARNING DEVICE
C-4.1 NOT TO SCALE



6 ENTRY DOOR FROST SLAB DETAIL
C-4.1 NOT TO SCALE



7 CONCRETE BOLLARD
C-4.1 NOT TO SCALE



9 LANDSCAPE & IRRIGATION PROTECTOR
C-4.1 NOT TO SCALE



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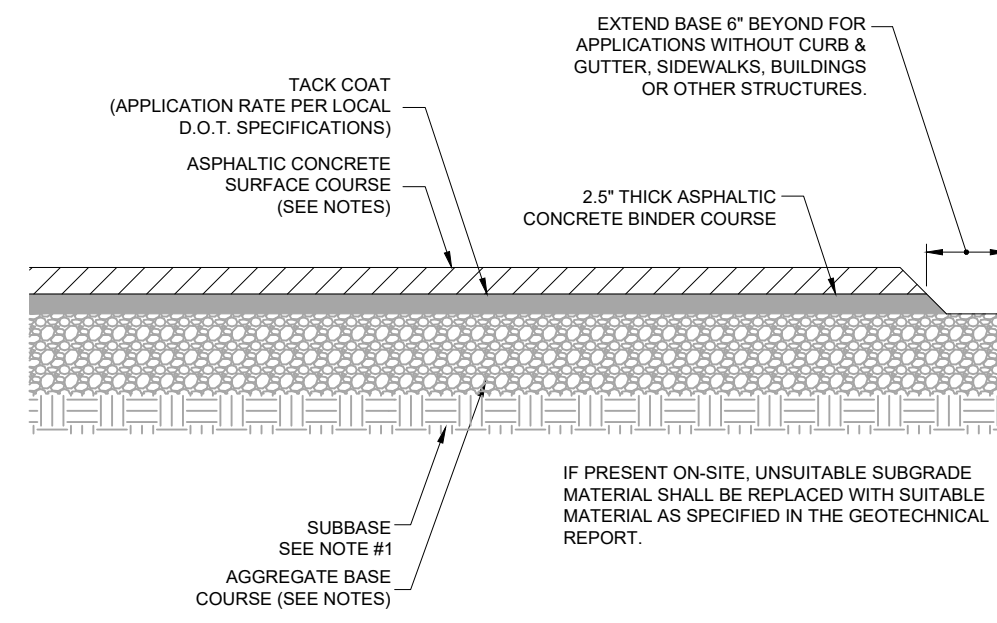
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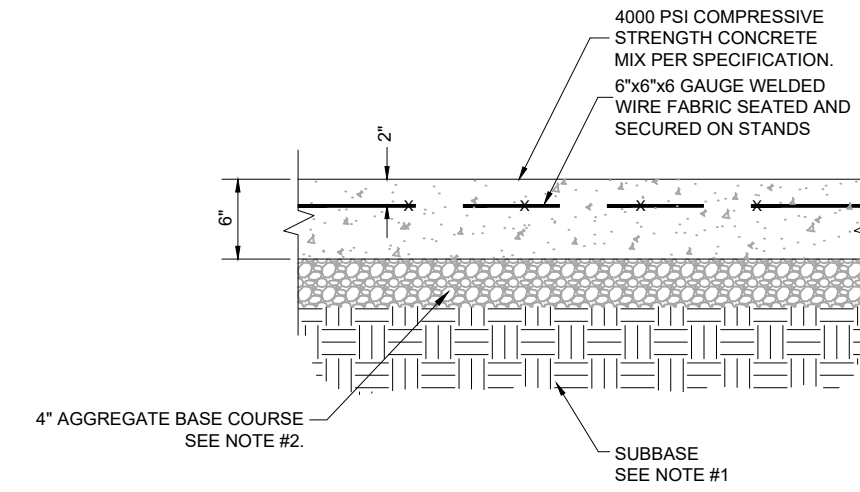
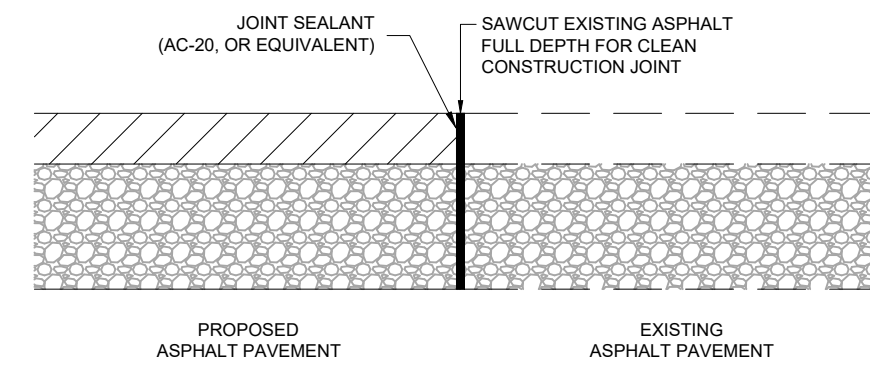
SHEET TITLE
**CHICK-FIL-A
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CAD ID : ###

SHEET
C-4.1



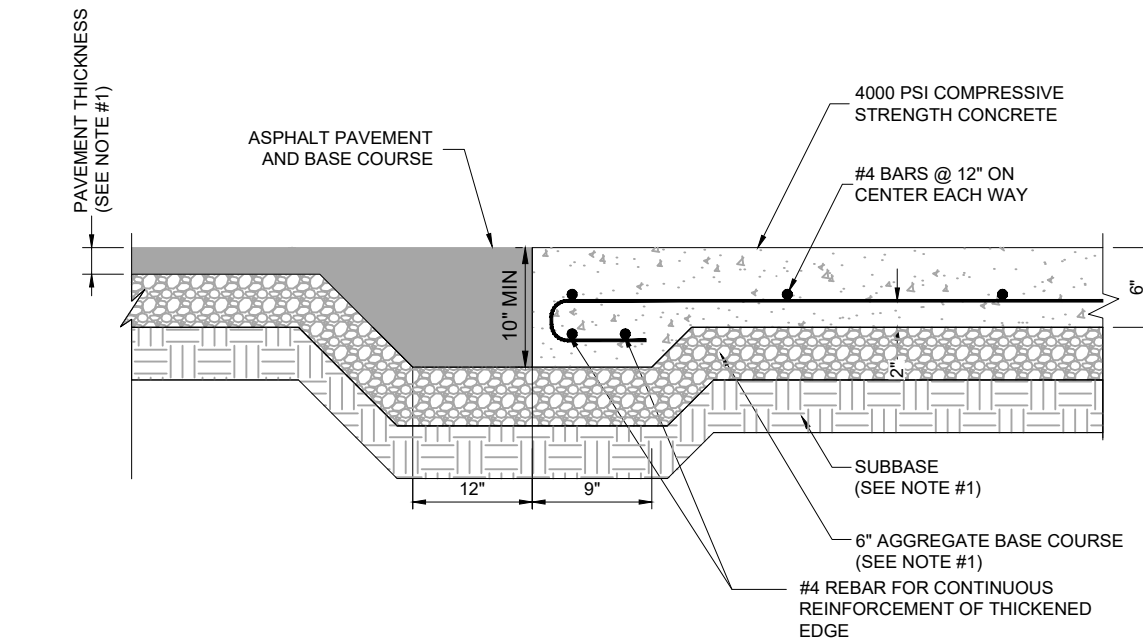
- NOTE:
1. GENERAL CONTRACTOR SHALL REFERENCE SITE SPECIFIC GEOTECHNICAL REPORT FOR PAVEMENT, AGGREGATE, AND SUBGRADE SECTION REQUIREMENTS.
 2. MINIMUM PAVEMENT THICKNESS SHOULD BE 6" GRADED AGGREGATE BASE, 2.5" ASPHALT PAVEMENT BINDER, 1.5" ASPHALT PAVEMENT SURFACE COURSE, AND TACK COAT.
 3. HEAVY DUTY PAVEMENT PAVEMENT THICKNESS SHOULD BE 6" BASE COURSE (CRUSHED CONCRETE OR LIMESTONE), 2.5" ASPHALT PAVEMENT BINDER & 2.0" ASPHALT PAVEMENT SURFACE COURSE TACK COAT.

1 TYPICAL HMAC PAVEMENT SECTION
C-4.2 NOT TO SCALE



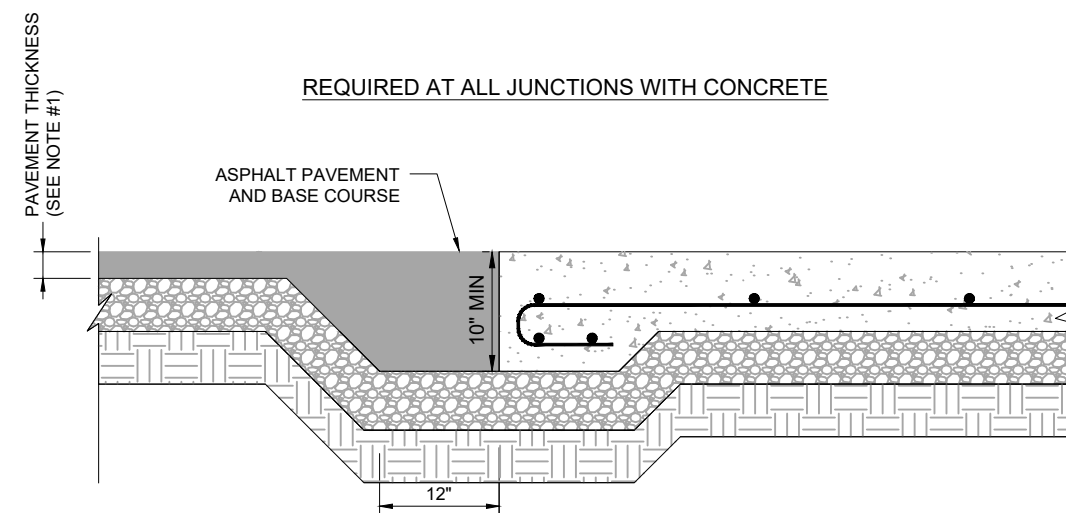
- NOTE:
1. GENERAL CONTRACTOR SHALL REFERENCE GEOTECHNICAL REPORT FOR PAVEMENT SECTION REQUIREMENTS.
 2. MINIMUM PAVEMENT THICKNESS SHALL BE 6" CONCRETE, 4" AGGREGATE BASE.

3 CONCRETE PAVEMENT DRIVE-THRU LANE
C-4.2 NOT TO SCALE



- NOTE:
1. GENERAL CONTRACTOR SHALL REFERENCE GEOTECHNICAL REPORT FOR PAVEMENT SECTION REQUIREMENTS.

4 CONCRETE APRON AT TRASH ENCLOSURE
C-4.2 NOT TO SCALE



- NOTE:
1. GENERAL CONTRACTOR SHALL REFERENCE GEOTECHNICAL REPORT FOR PAVEMENT SECTION REQUIREMENTS.

5 PAVEMENT EDGE DETAIL
(START & END OF DRIVE-THRU LANES)
C-4.2 NOT TO SCALE



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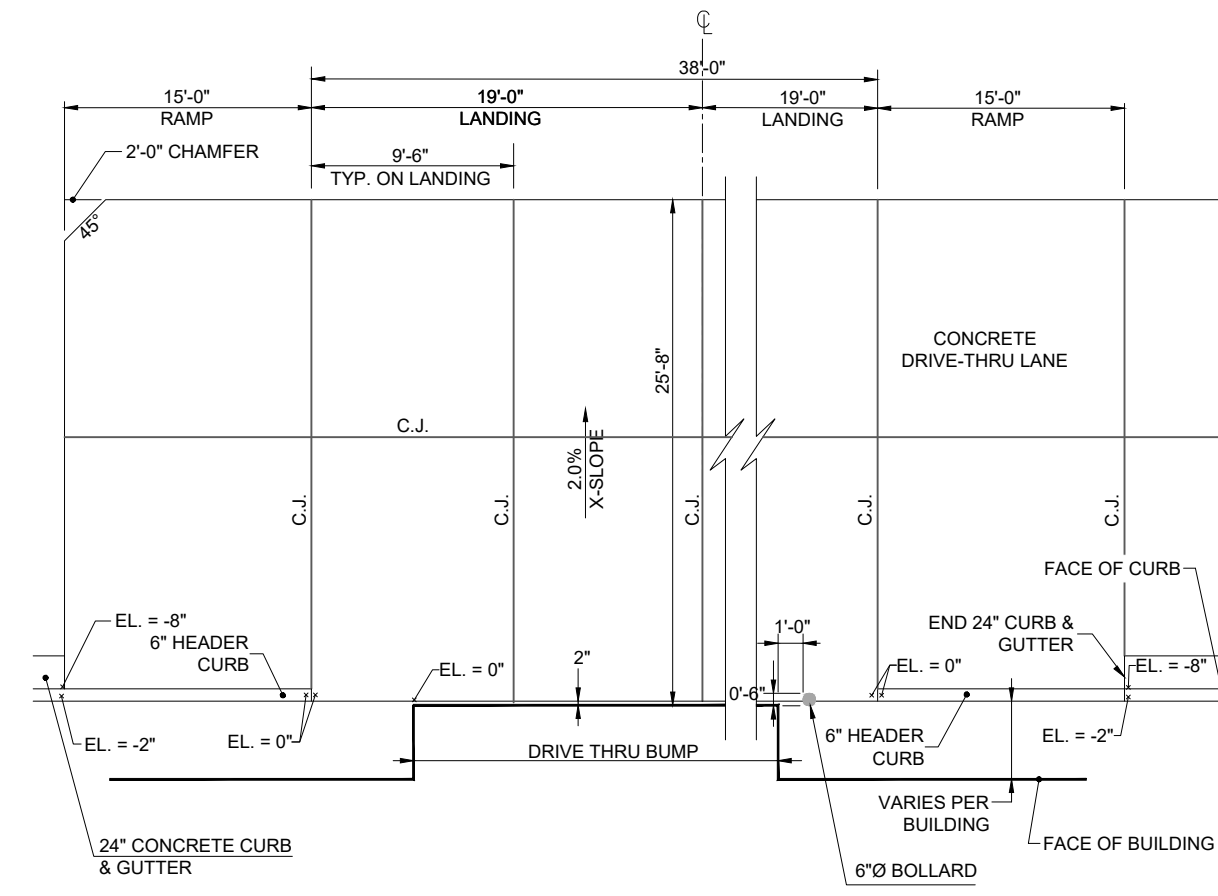
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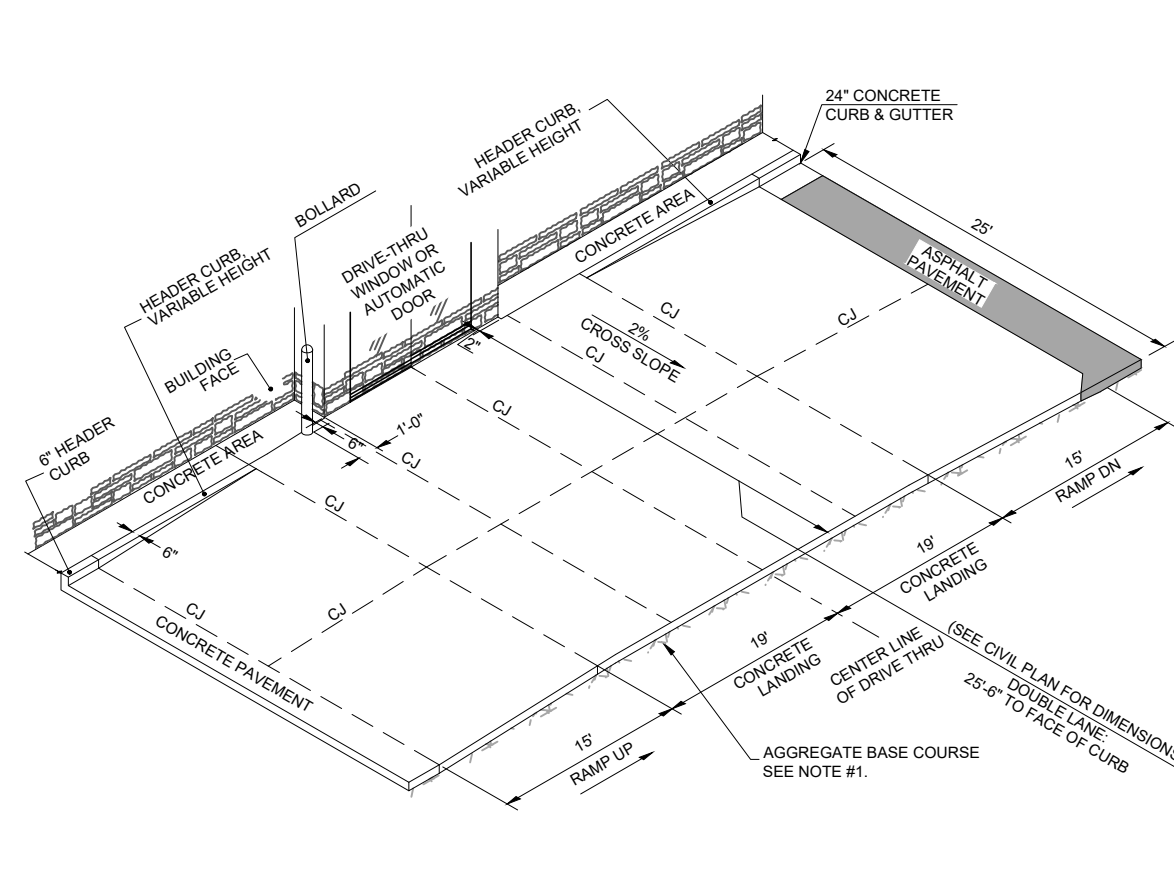
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C-4.2



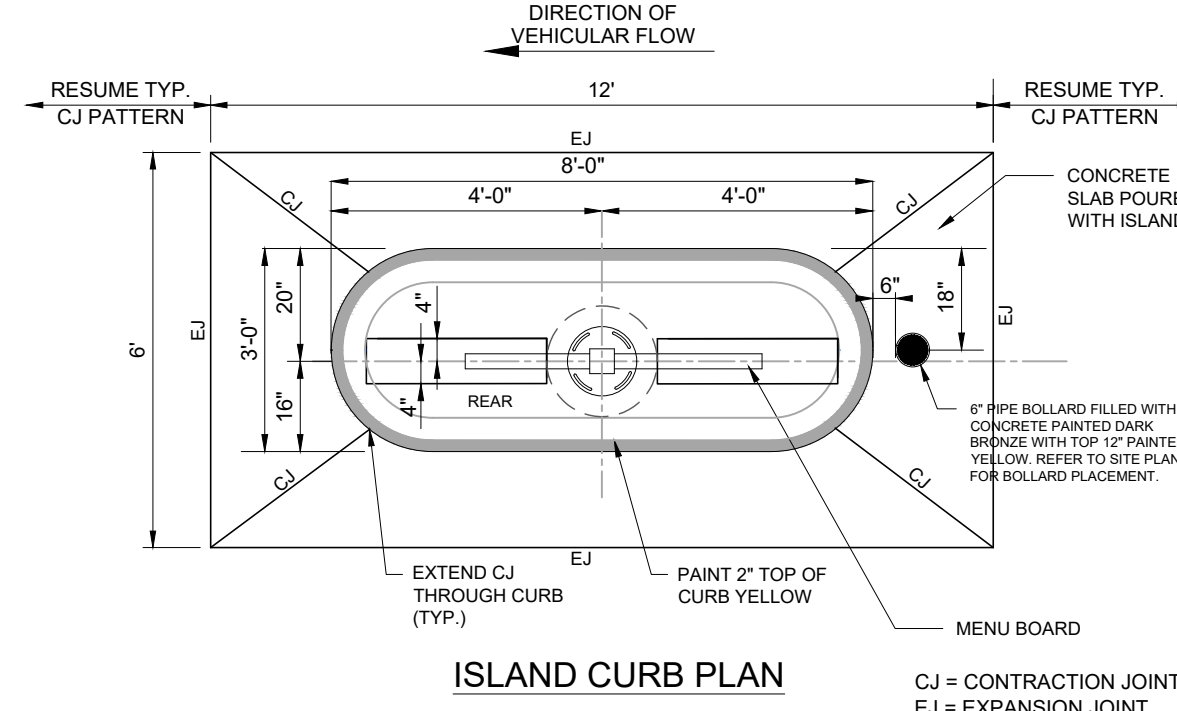
- NOTE:
1. ALL ELEVATIONS ON THIS DETAIL ARE RELATIVE TO FFE = 0'.
 2. FOR LC FOOTPRINT DECREASE LANDING FROM 38' TO 30'. LANDING SHOULD REMAIN CENTERED ON DRIVE-THRU WINDOW.

1 DRIVE-THRU PLAN - FLUSH WITH FFE
C-4.3 NOT TO SCALE

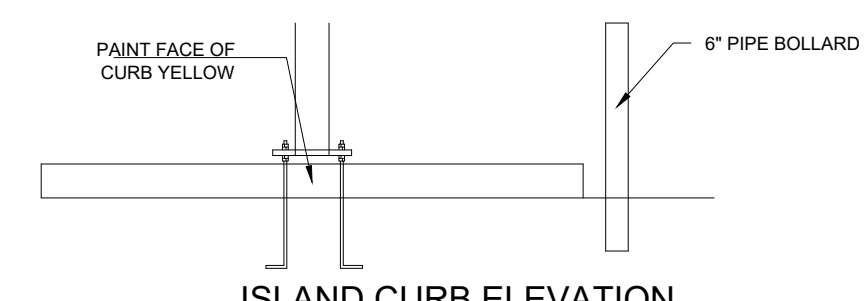


- NOTE:
1. GENERAL CONTRACTOR SHALL REFERENCE GEOTECHNICAL REPORT FOR PAVEMENT SECTION REQUIREMENTS.
 2. FOR LC FOOTPRINT DECREASE LANDING FROM 38' TO 30'. LANDING SHOULD REMAIN CENTERED ON DRIVE-THRU WINDOW.

2 DRIVE-THRU ISOMETRIC
C-4.3 NOT TO SCALE

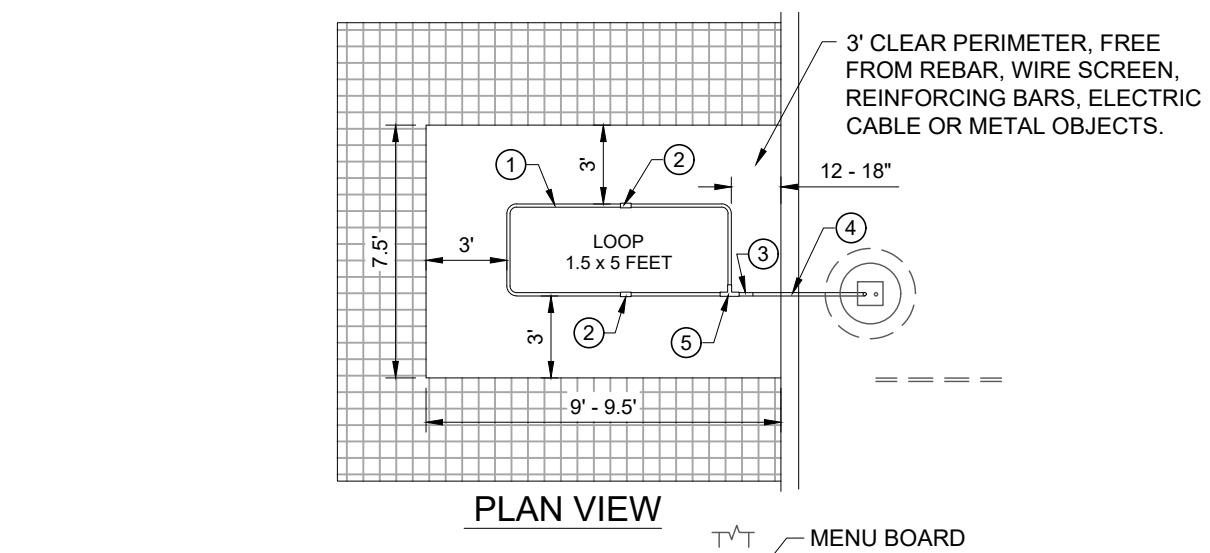


ISLAND CURB PLAN

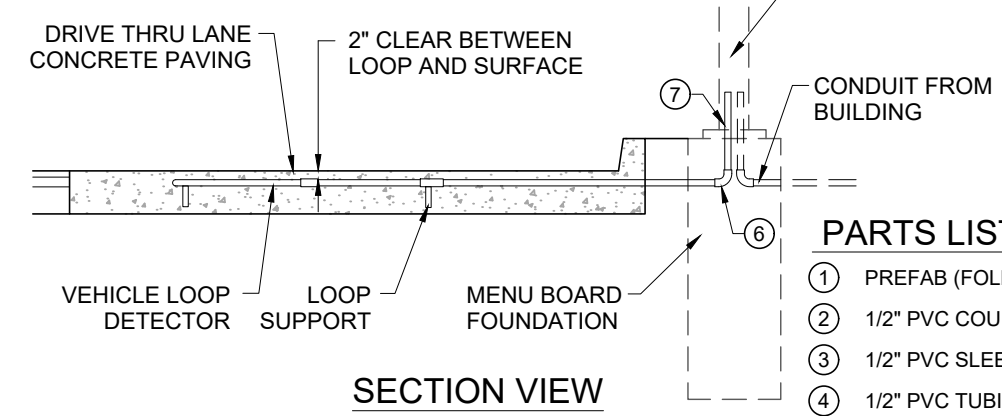


ISLAND CURB ELEVATION

3 DRIVE-THRU ORDER POINT ISLAND
C-4.3 NOT TO SCALE



PLAN VIEW



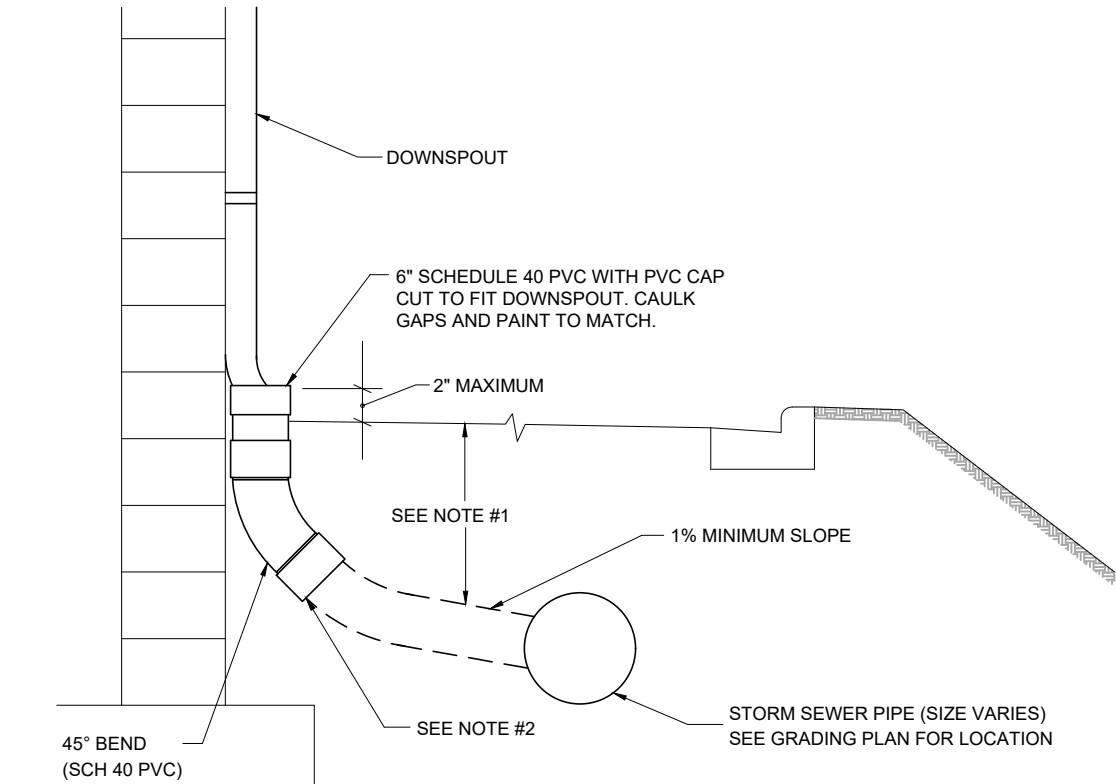
SECTION VIEW

- NOTES:
1. LOOP DETECTOR IS PROVIDED BY HME.
 2. FOLLOW MANUFACTURER'S RECOMMENDATIONS FOR INSTALLATION.

4 MENU BOARD LOOP DETECTION SYSTEM
C-4.3 NOT TO SCALE

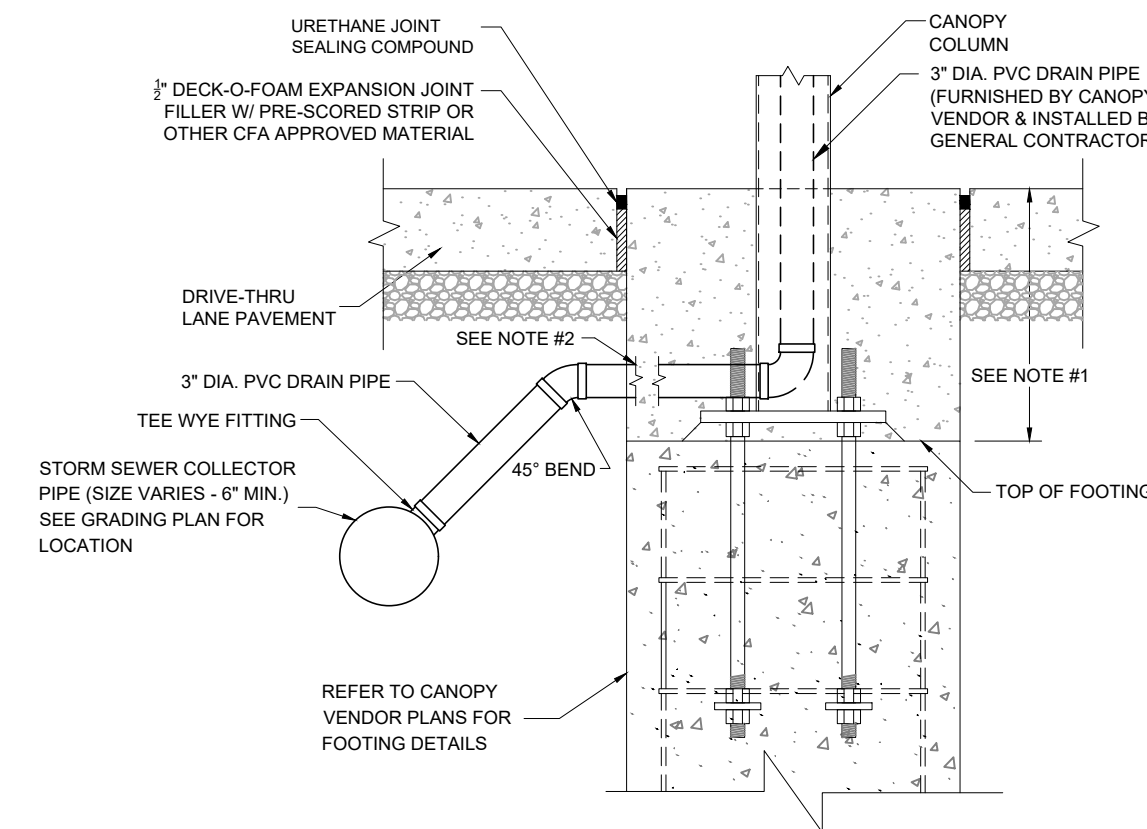
PARTS LIST

1	PREFAB (FOLDED) LOOP (1.5' x 5')
2	1/2" PVC COUPLING
3	1/2" PVC SLEEVE COUPLING
4	1/2" PVC TUBING (3' LENGTH)
5	1/2" PVC CORNER FITTING
6	1/2" PVC 90° ELBOW
7	1/2" PVC TUBING (2' LENGTH)



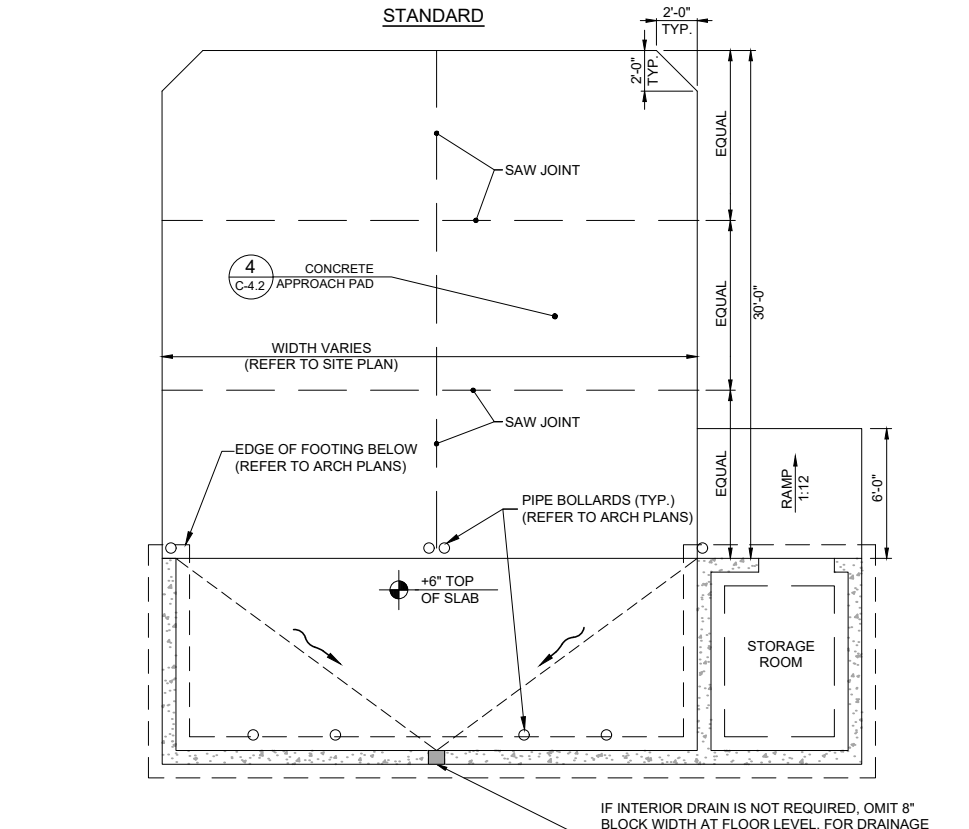
- NOTES:
1. FOR ALL DEPTHS OF COVER LESS THAN TWO (2) FEET, PIPE MUST BE SCHEDULE 40 PVC. FOR DEPTHS OF COVER GREATER THAN TWO (2) FEET, FLEXIBLE PIPE MAY BE USED. REFER TO SPECIFICATIONS FOR ALLOWABLE PIPE TYPES.
 2. A WATERTIGHT CONNECTION SHALL BE MAINTAINED WITH ANY TRANSITION FROM SCHEDULE 40 PVC PIPE TO ANY OTHER PIPE TYPE.
 3. THE DOWNSPOUT COLLECTOR DRAIN SHALL BE INSTALLED BEFORE THE DOWNSPOUTS ARE INSTALLED ON THE BUILDING.
 4. IF NECESSARY, ADJUST FOOTING TO ALLOW DOWNSPOUT TO BE INSTALLED TIGHT AGAINST BUILDING.

5 BUILDING DOWNSPOUT CONNECTION
C-4.3 NOT TO SCALE



- NOTES:
1. CANOPY FOOTING SHALL BE A MINIMUM 2'-0" BELOW DRIVE-THRU LANE PAVEMENT SURFACE. REFER TO CIVIL PLANS FOR EXACT CANOPY FOOTING ELEVATIONS.
 2. FLEXIBLE FITTING (NON-SHEAR FERRO) TO BE UTILIZED BETWEEN PIPE TRANSITIONS AS NECESSARY.
 3. CONTRACTOR TO COORDINATE COLUMN DOWNSPOUT ORIENTATION WITH CANOPY VENDOR. ADJUST DOWNSPOUT PIPING AS NECESSARY TO MAKE CONNECTION TO COLLECTOR PIPE.

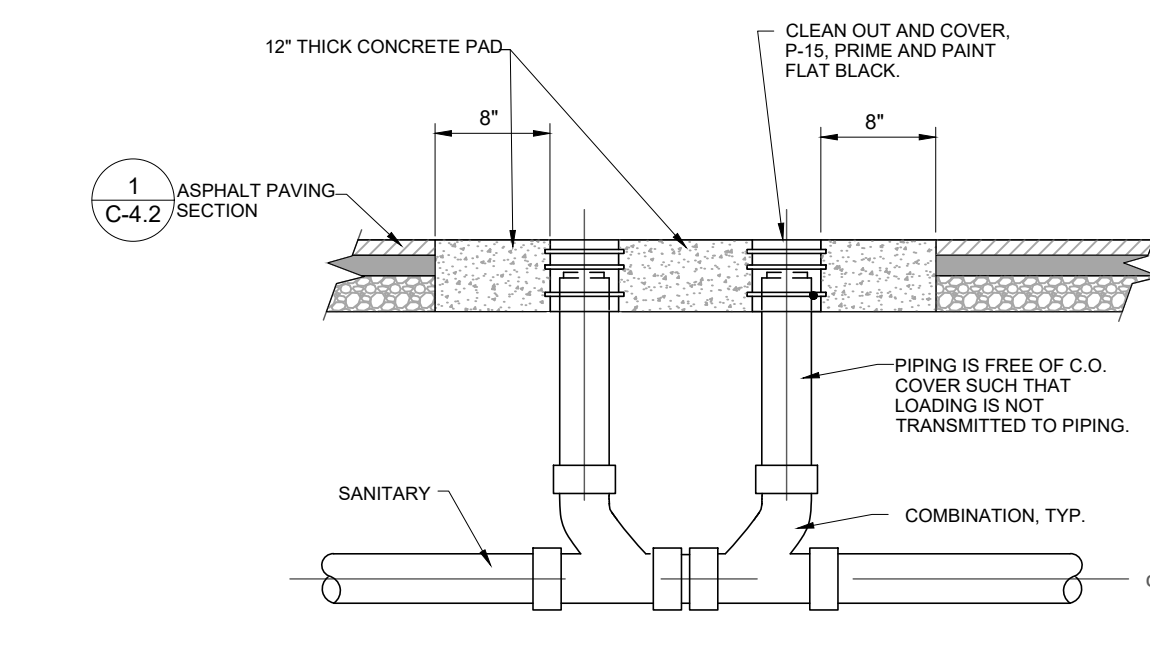
6 CANOPY DOWNSPOUT CONNECTION
C-4.3 NOT TO SCALE



- REFUSE ENCLOSURE PLAN NOTES:
1. SEE SITE PLAN FOR LAYOUT OF CONCRETE APPROACH PAD.
 2. SEE GRADING PLAN FOR ELEVATIONS ON DUMPSTER PAD & DRAINAGE OF INTERIOR TRASH ENCLOSURE.
 3. PROVIDE POSITIVE DRAINAGE ON APPROACH PAD AWAY FROM DUMPSTER. (SEE GRADING PLAN)
 4. SEE ARCHITECTURAL PLANS FOR ADDITIONAL DIMENSIONS & DETAILS ON ENCLOSURE. COORDINATE & VERIFY SIZE WITH ARCHITECT & STRUCTURAL ENGINEER.
 5. GENERAL CONTRACTOR SHALL DRILL HOLES FOR GATE PINS IN BOTH THE OPEN & CLOSED POSITION.

CONTRACTOR TO REFER TO CIVIL PLANS FOR ORIENTATION & LOCATION OF STORAGE ROOM & RAMP.

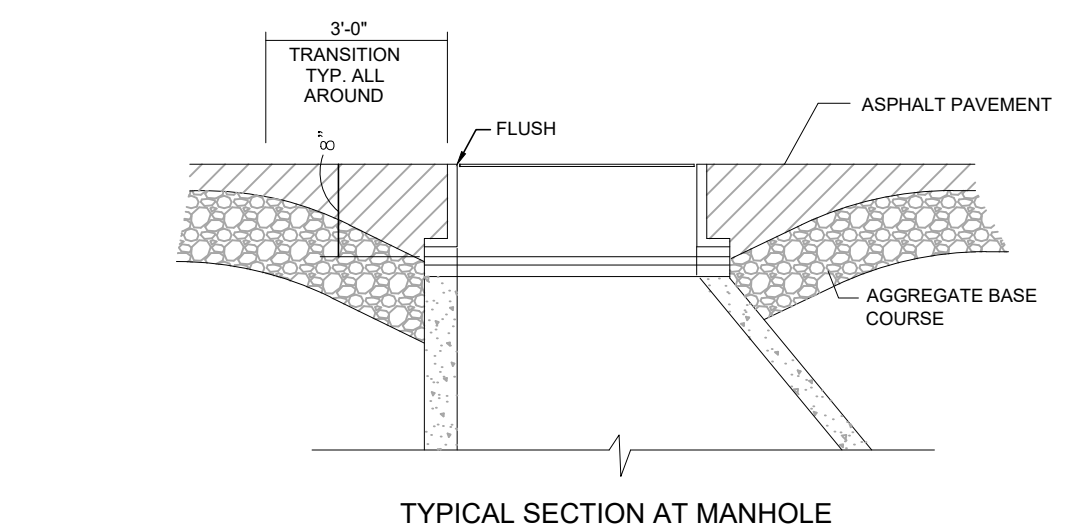
7 SCREENED REFUSE ENCLOSURE
C-4.3 NOT TO SCALE



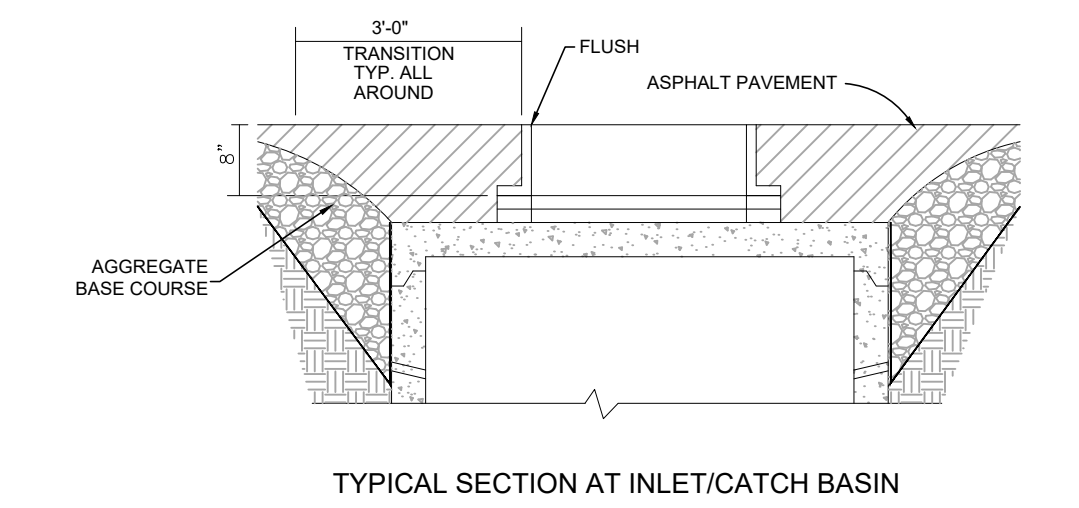
- NOTES:
1. SEE PLUMBING PLANS FOR GREASE TRAP DETAIL.
 2. CLEAN-OUT COVERS SHALL BE PROVIDED ON ALL CLEAN-OUTS REGARDLESS OF LOCATION.
 3. CONCRETE COLLAR ALSO REQUIRED FOR SINGLE CLEAN-OUTS IN PAVEMENT.

8 CLEAN-OUT (OUTSIDE OF BUILDING)
C-4.3 NOT TO SCALE

NOTE: SEE PLUMBING PLANS FOR GREASE TRAP DETAIL



TYPICAL SECTION AT MANHOLE



TYPICAL SECTION AT INLET/CATCH BASIN

9 THICKENED PAVEMENT @ STRUCTURES
C-4.3 NOT TO SCALE



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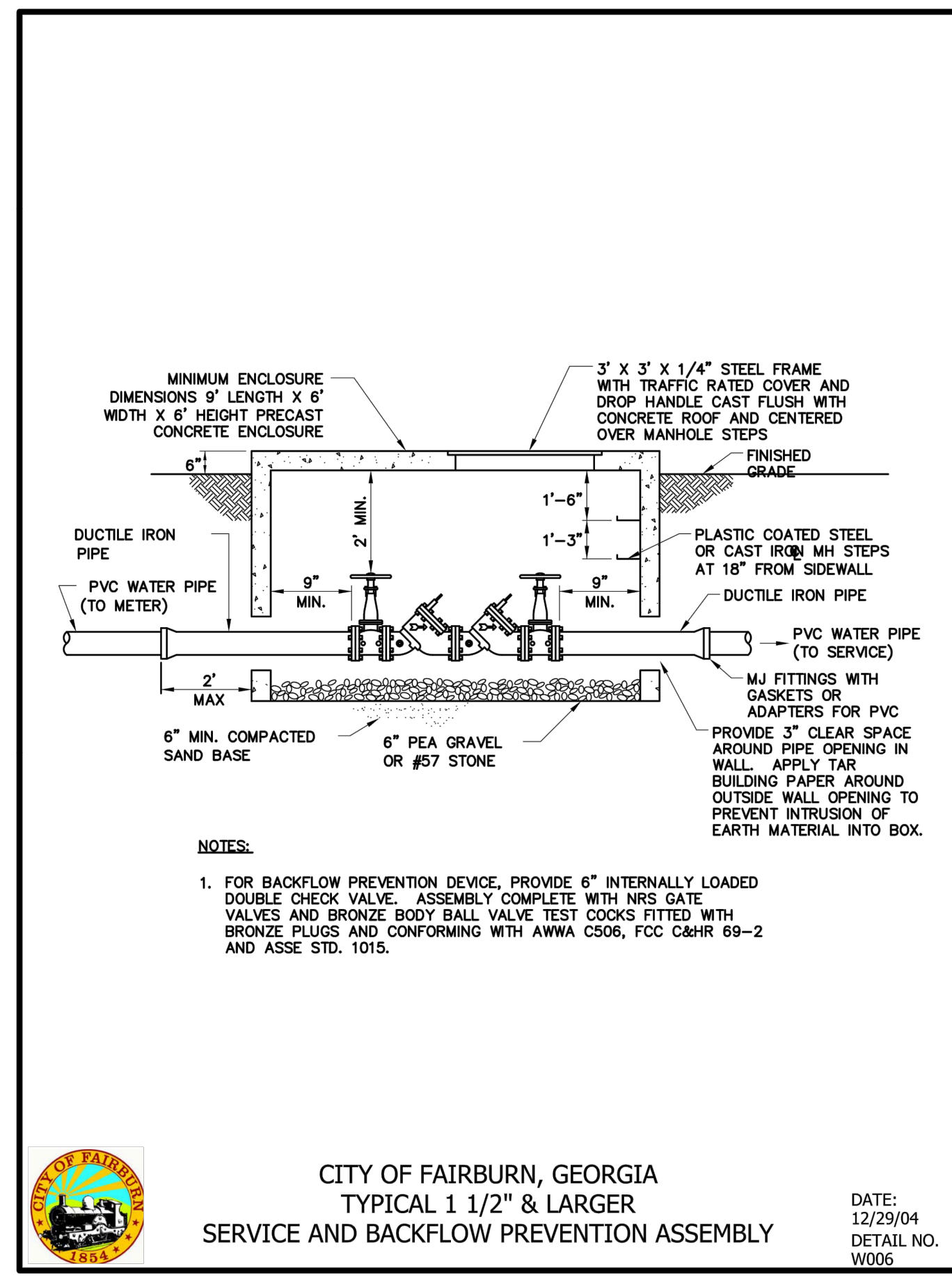
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DETAILS**
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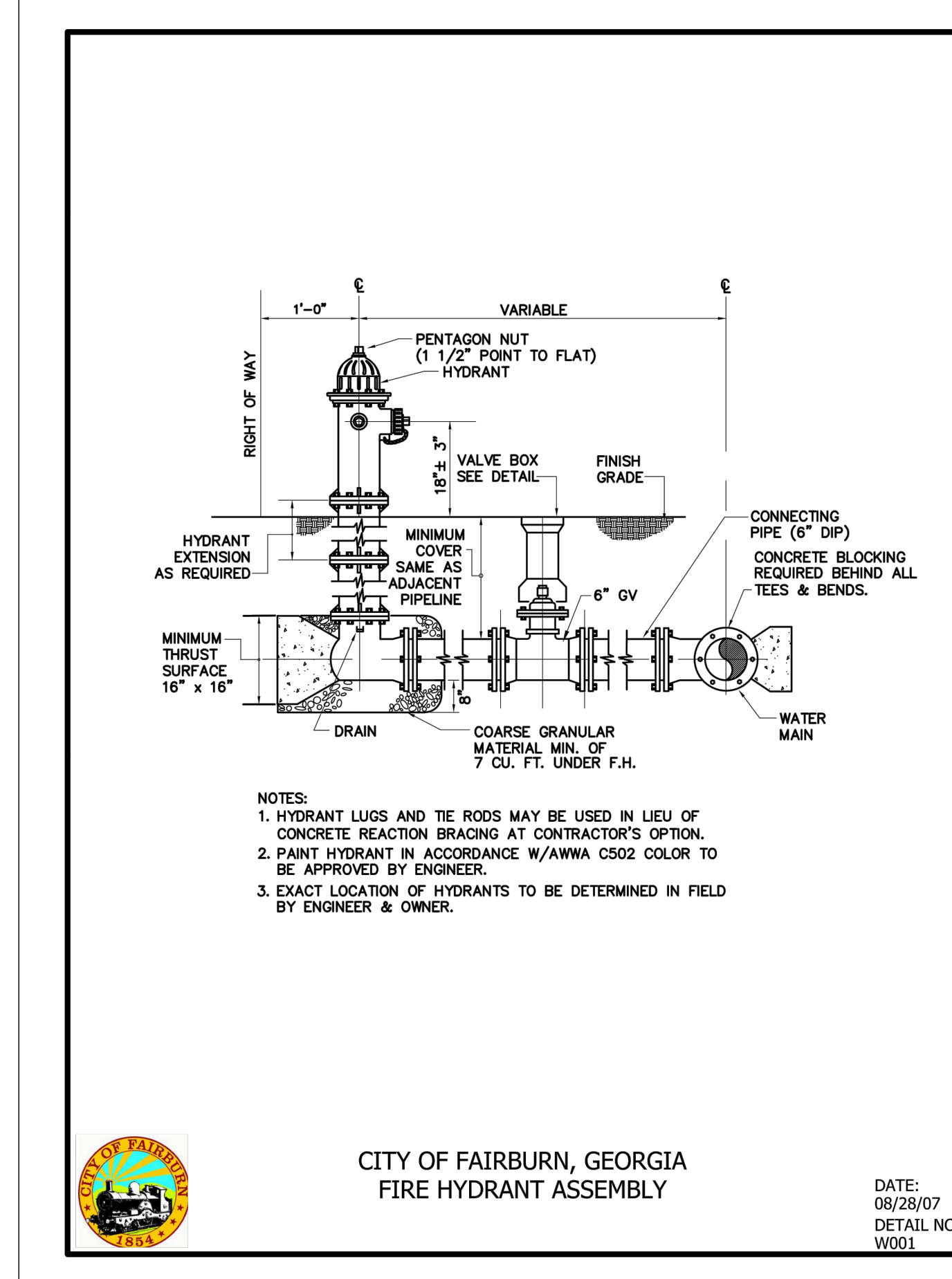
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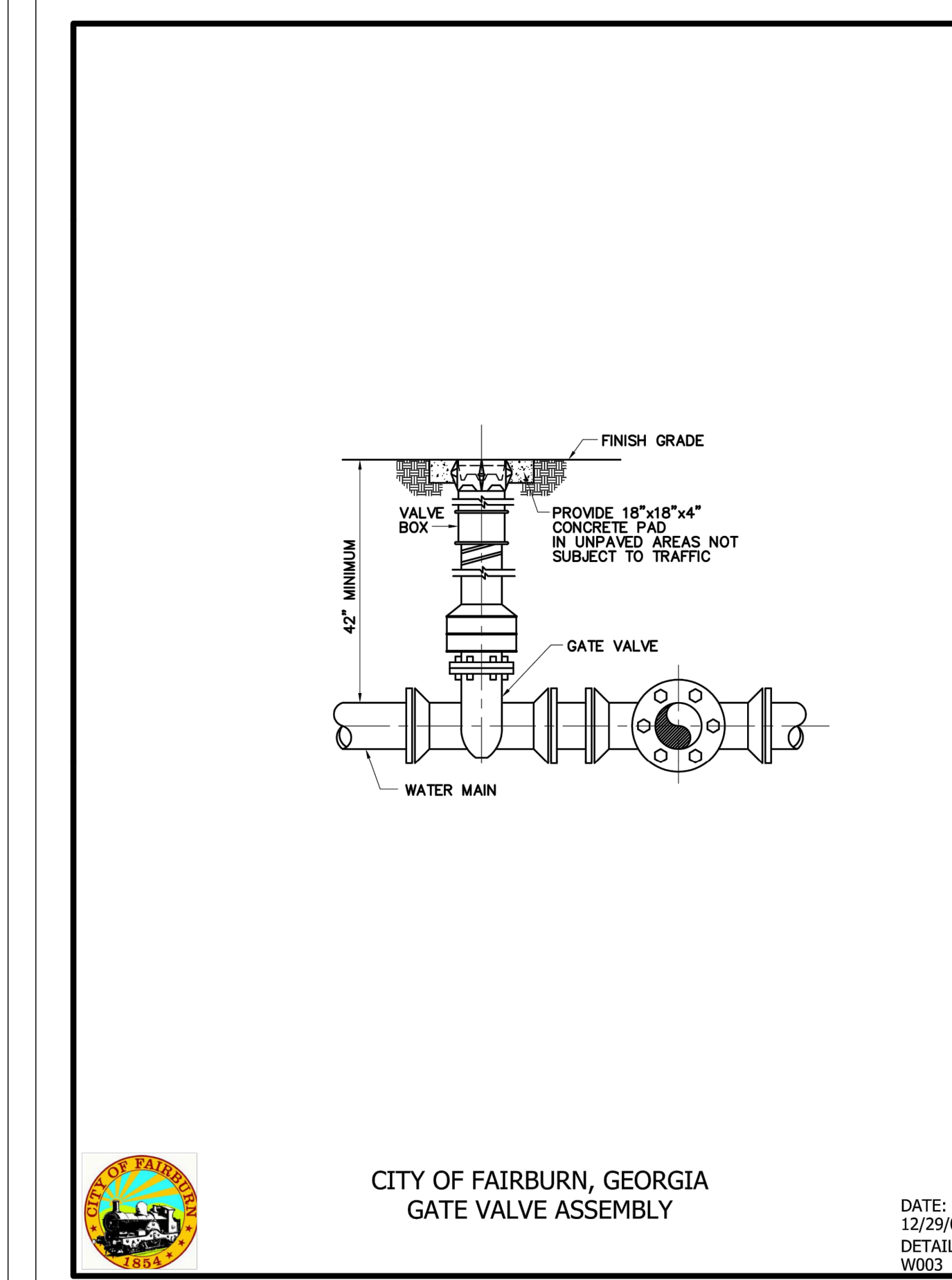
CITY OF FAIRBURN, GEORGIA
TYPICAL 1 1/2" & LARGER
SERVICE AND BACKFLOW PREVENTION ASSEMBLY

DATE:
12/29/04
DETAIL NO.
W006



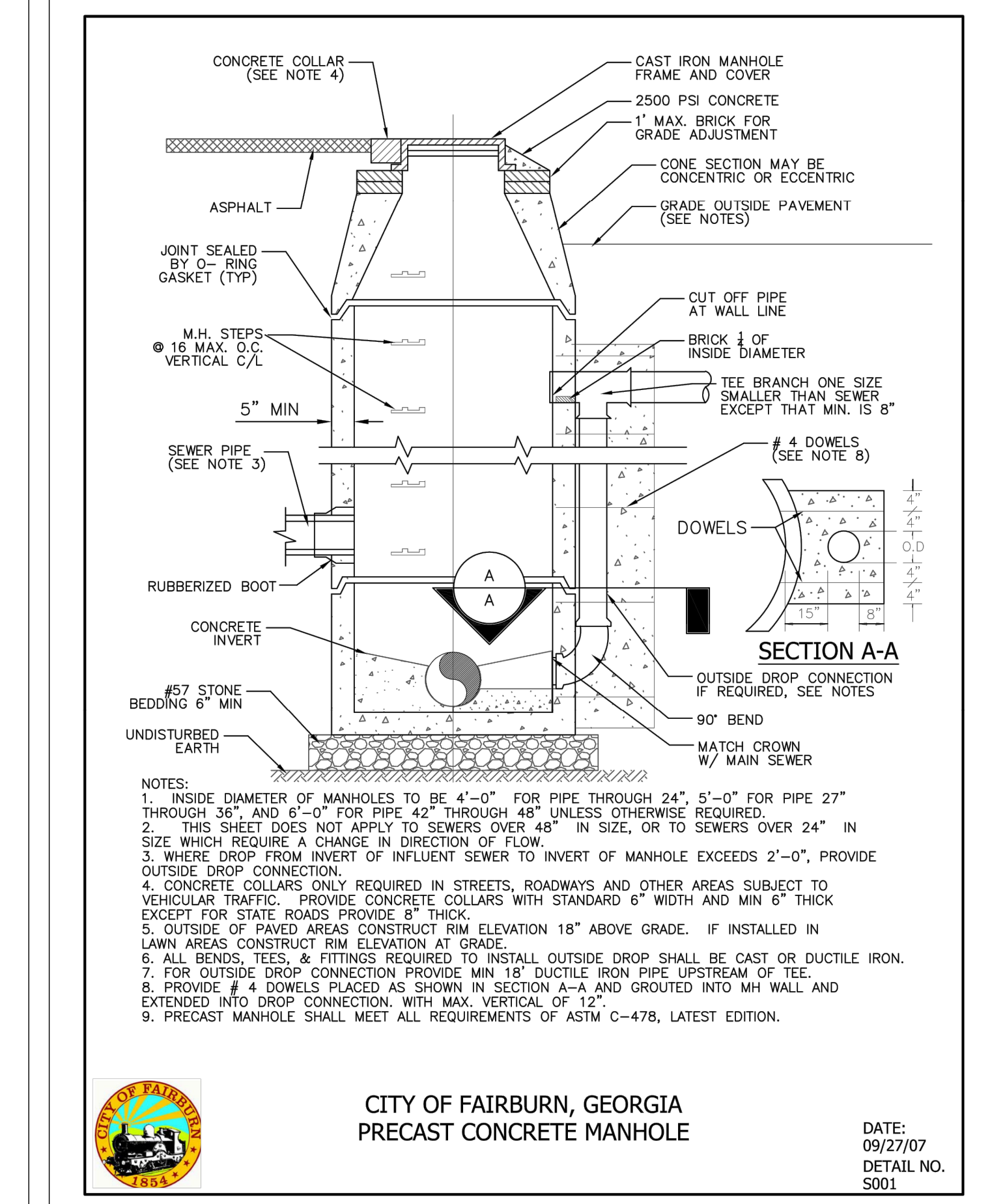
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FIRE HYDRANT ASSEMBLY

DATE:
08/28/07
DETAIL NO.
W001



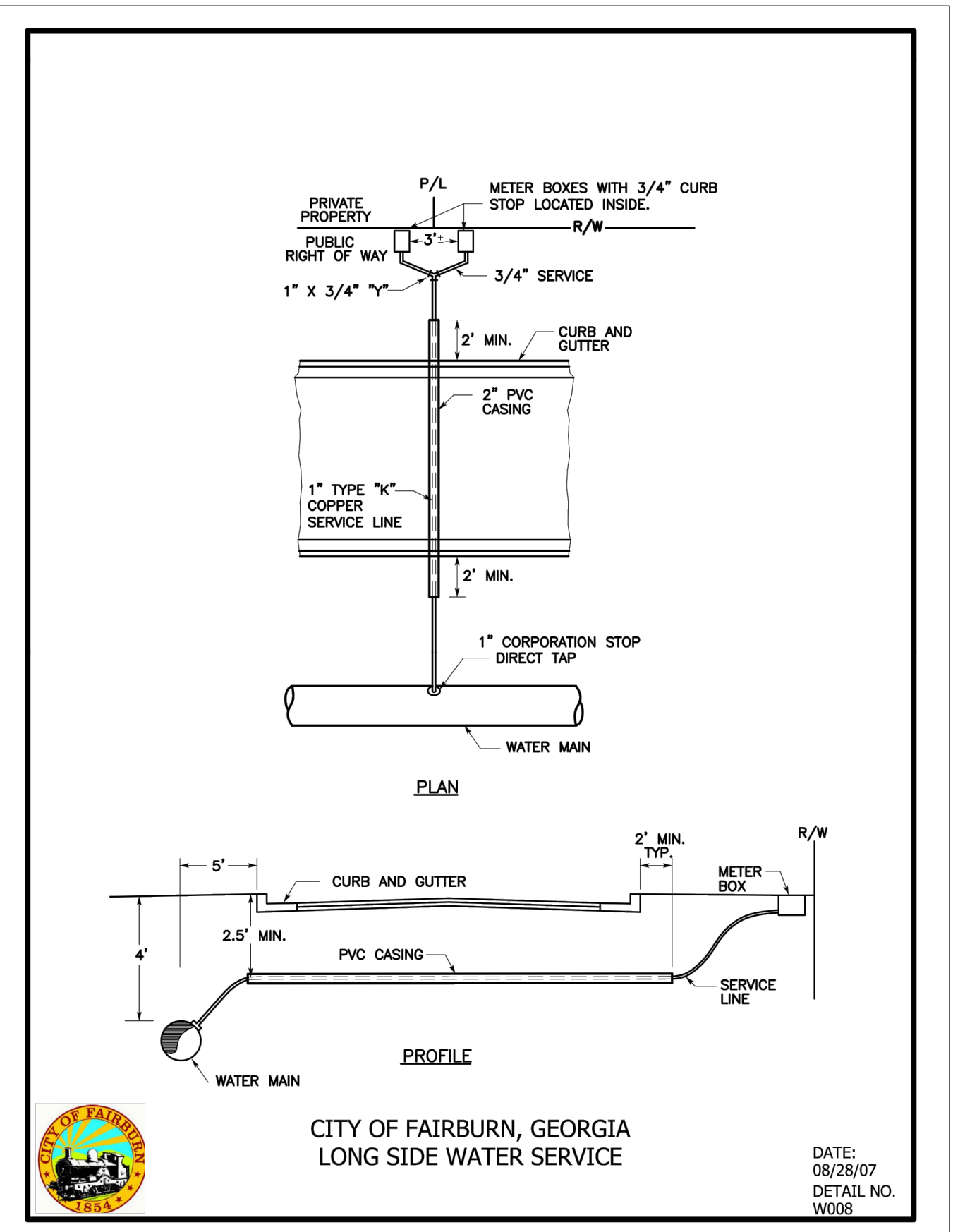
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GATE VALVE ASSEMBLY

DATE:
12/29/04
DETAIL NO.
W003



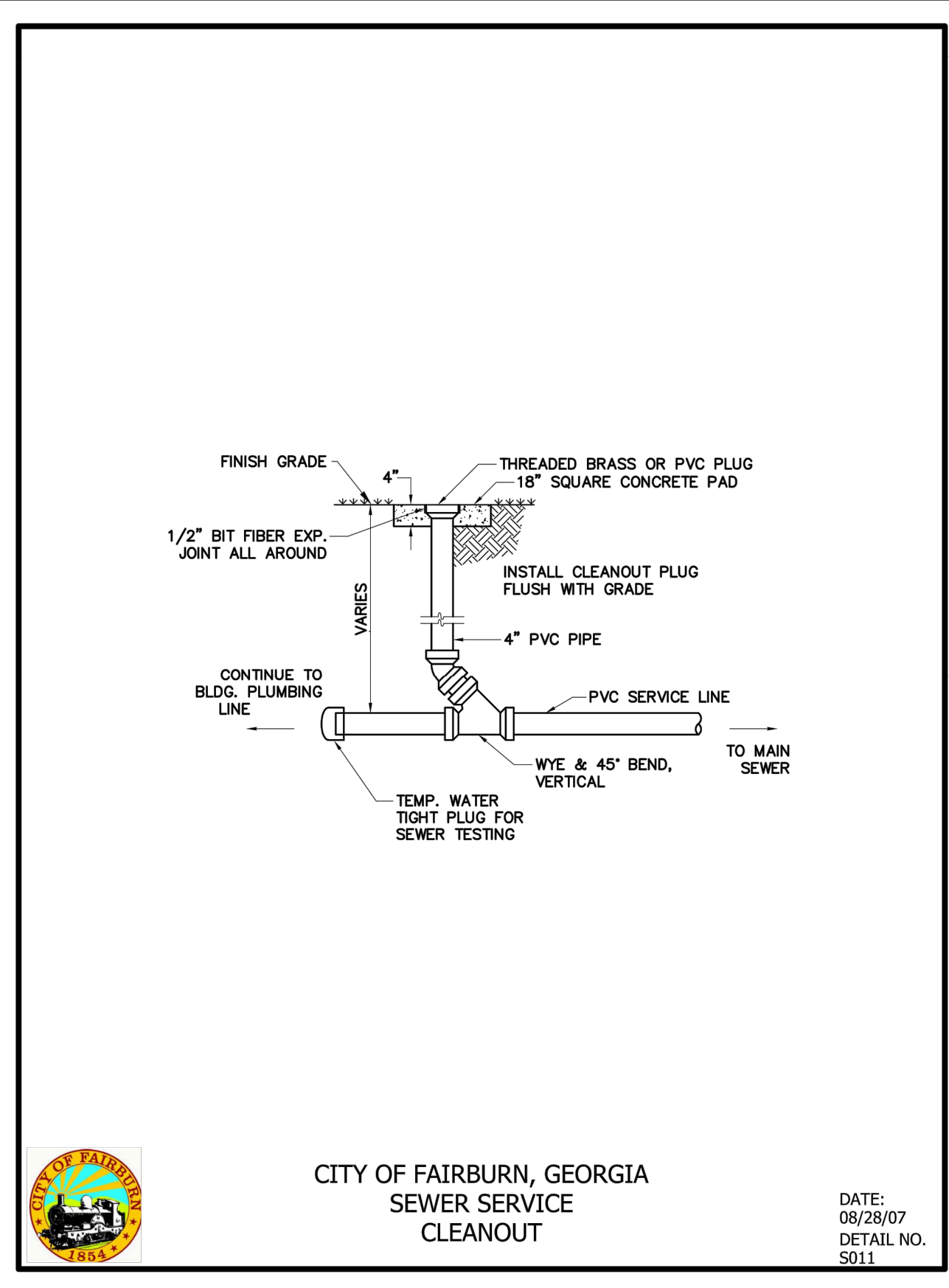
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PRECAST CONCRETE MANHOLE

DATE:
09/27/07
DETAIL NO.
S001



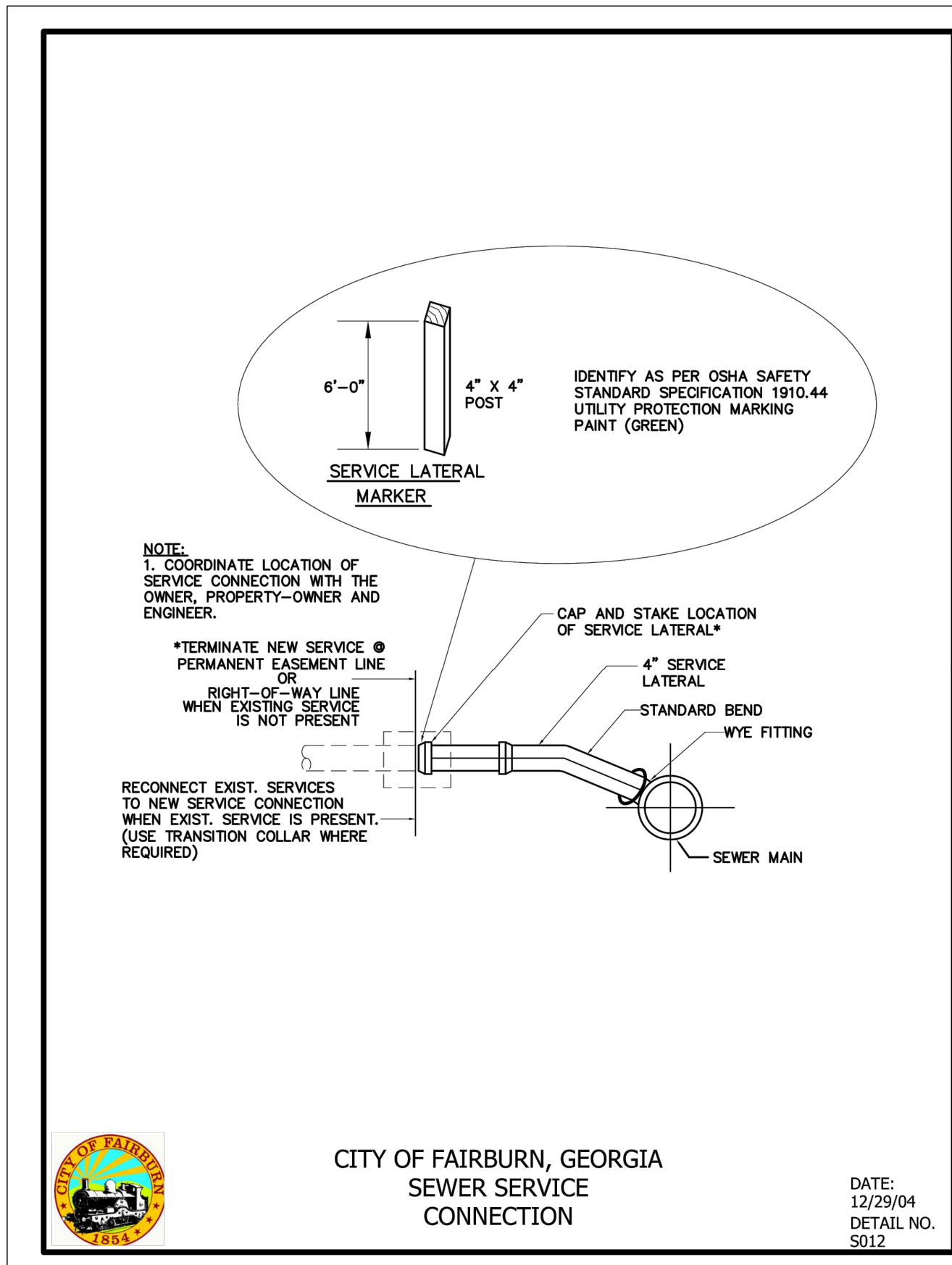
CITY OF FAIRBURN, GEORGIA
LONG SIDE WATER SERVICE

DATE:
08/28/07
DETAIL NO.
W008



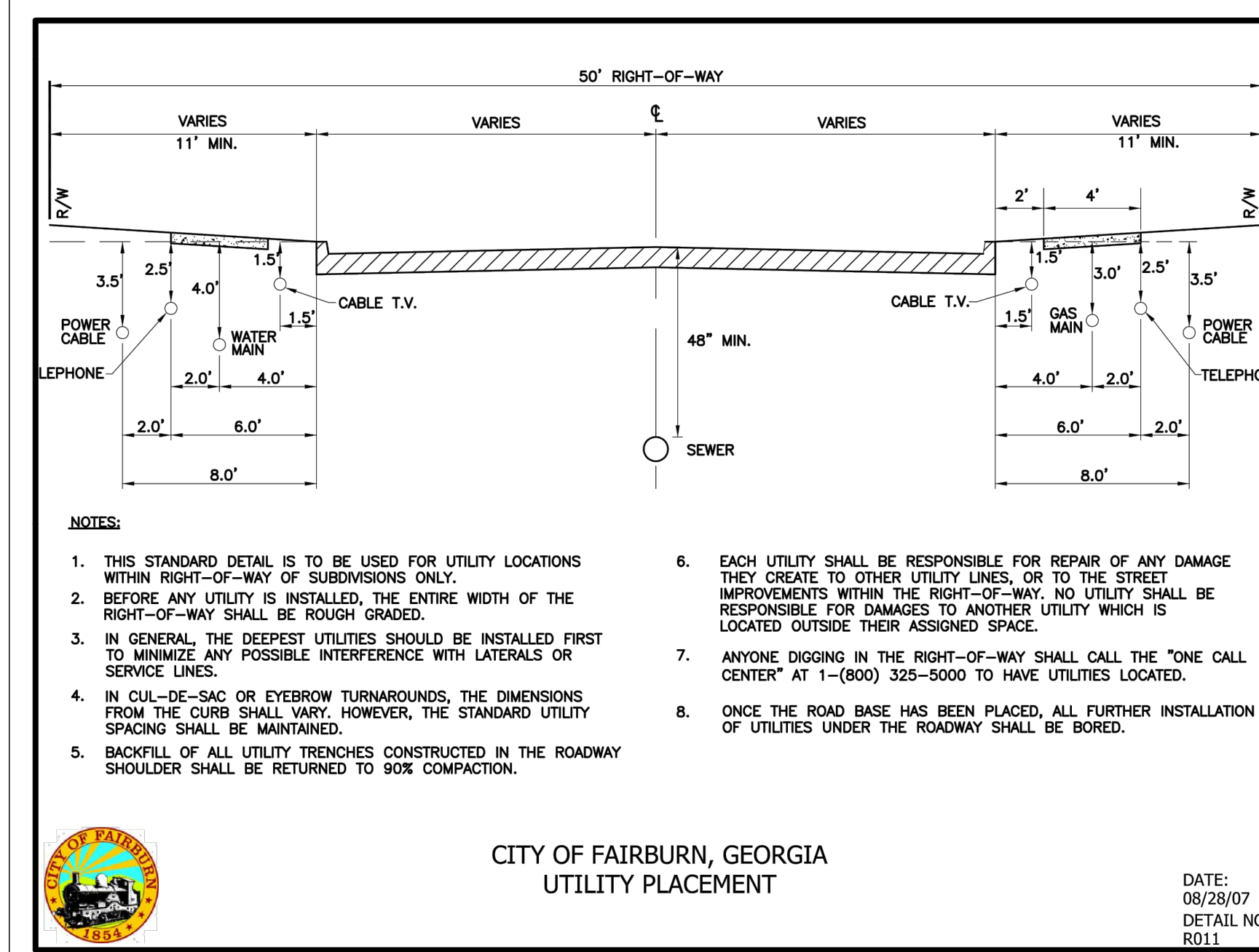
CITY OF FAIRBURN, GEORGIA
SEWER SERVICE
CLEANOUT

DATE:
08/28/07
DETAIL NO.
S011



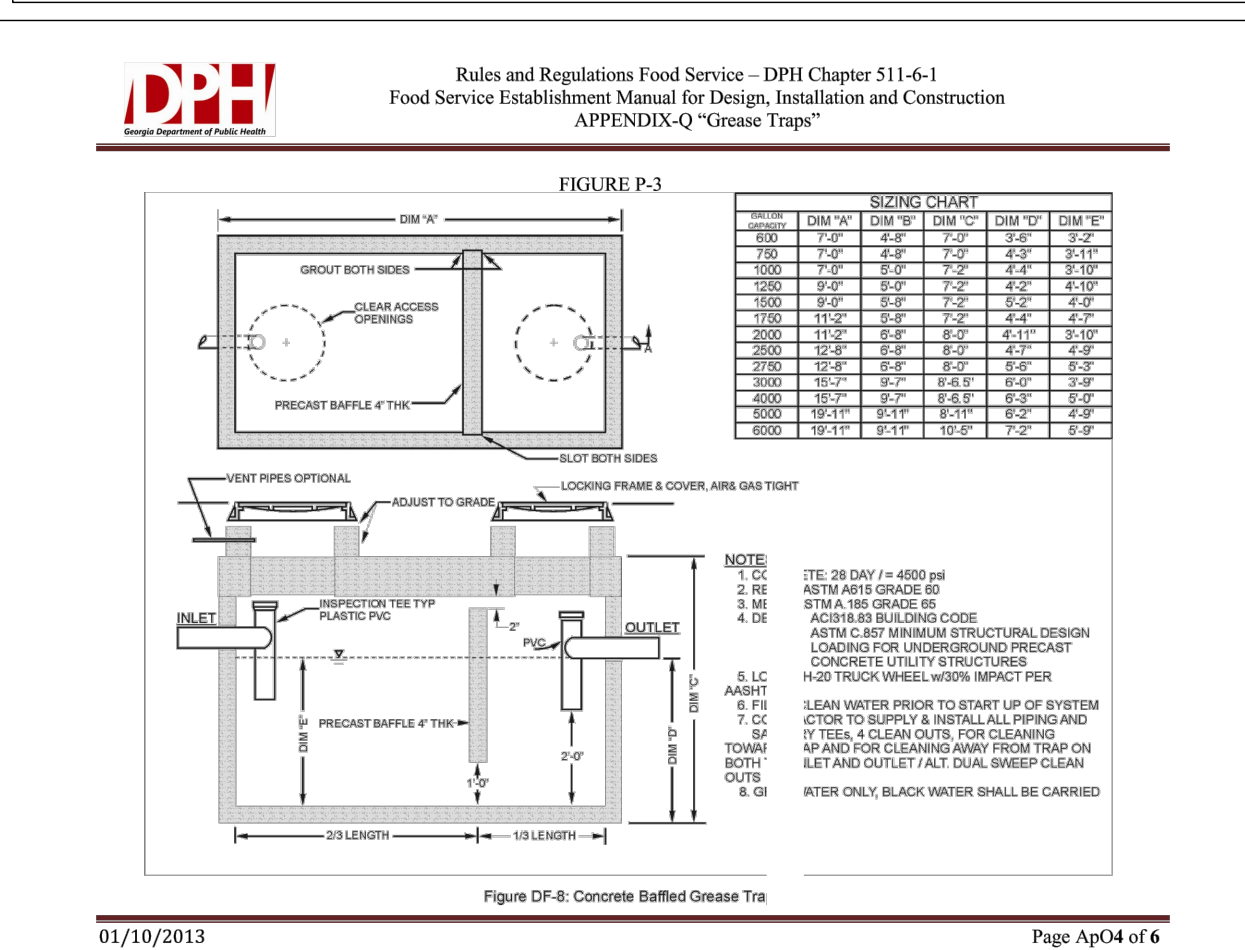
CITY OF FAIRBURN, GEORGIA
SEWER SERVICE
CONNECTION

DATE:
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CITY OF FAIRBURN, GEORGIA
UTILITY PLACEMENT

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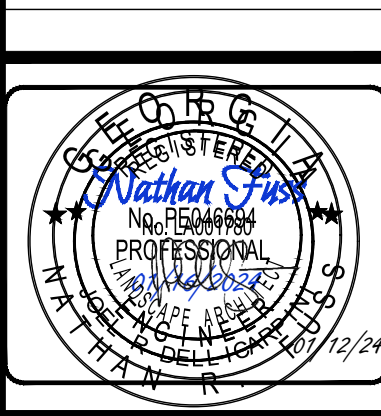
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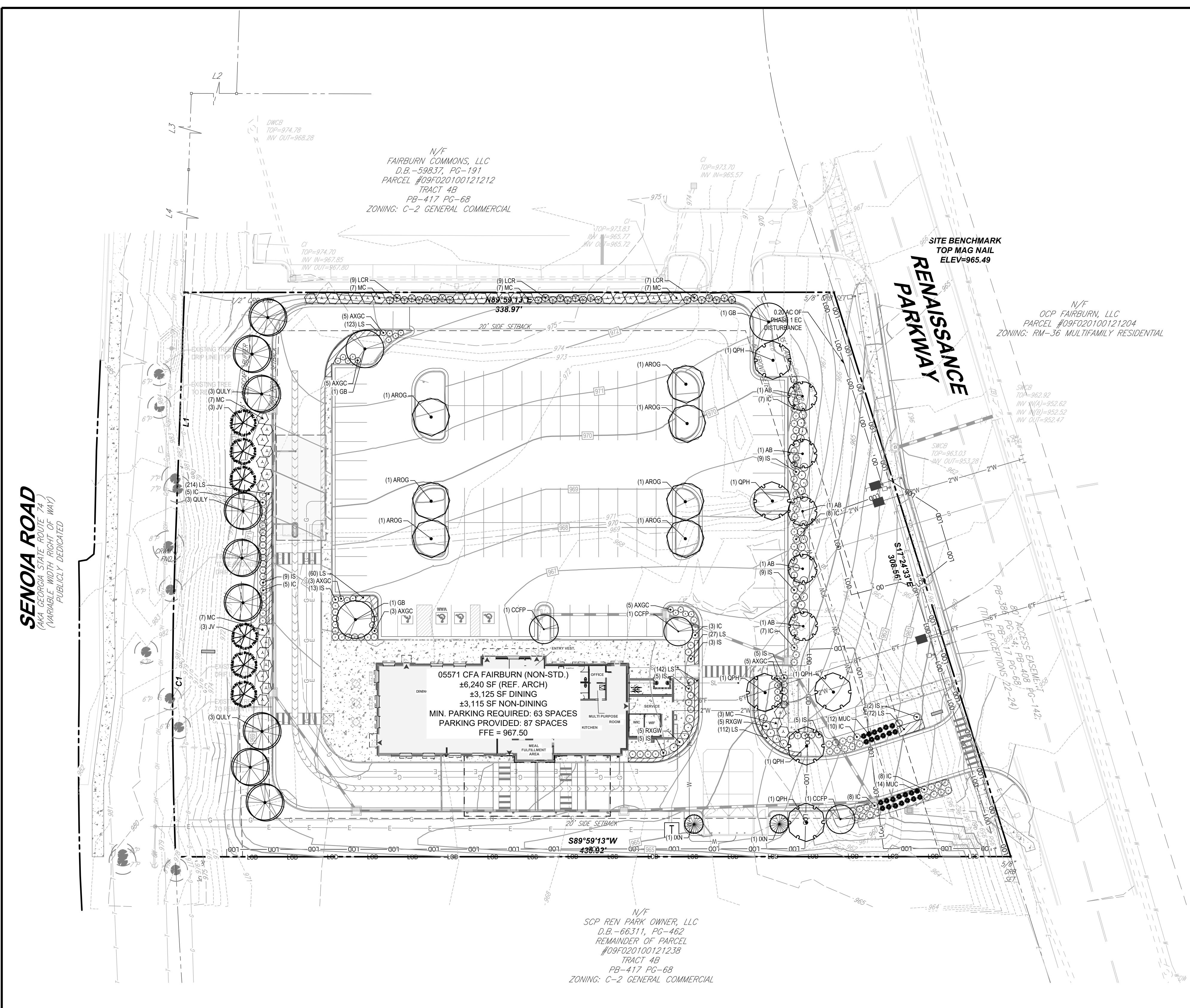
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GENERAL NOTES:

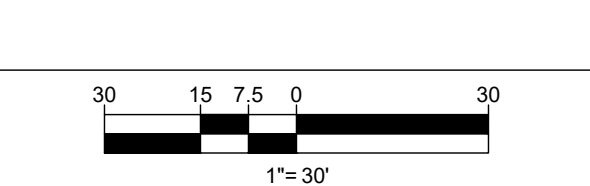
1. THIS PLAN IS TO BE UTILIZED FOR LANDSCAPE PURPOSES ONLY.
2. ALL DISTURBED UNPAVED AREAS, EXCLUDING PLANTING BEDS, ARE TO BE SOODED AS LAWN IN ACCORDANCE WITH LANDSCAPE SPECIFICATION #2.C., UNLESS OTHERWISE STATED ON THIS PLAN.
3. SHRUBS PLANTED ALONG HEAD-IN PARKING STALLS SHALL BE INSTALLED TO ALLOW A CLEARANCE OF TWO FEET FROM FACE OF CURB TO ALLOW FOR BUMPER OVERHANGS.
4. THE CONTRACTOR SHALL PROVIDE AN IRRIGATION SYSTEM MEETING THE SPECIFICATIONS OF THE CHOSEN PRODUCTS' MANUFACTURER. THE IRRIGATION DESIGN SHALL ACCOMMODATE LAWN AND BED AREAS EACH UNDER SEPARATE ZONES TO MAXIMIZE WATER EFFICIENCY. THE CONTRACTOR SHALL BE RESPONSIBLE FOR SECURING ANY PERMITS REQUIRED FOR THE INSTALLATION OF AN IRRIGATION SYSTEM.
5. PLANT MATERIAL SUBSTITUTIONS MUST BE FORMALLY SUBMITTED TO BOHLER ENGINEERING AND THE MUNICIPAL ENGINEER AND LANDSCAPE CONSULTANTS FOR REVIEW AND APPROVAL PRIOR TO INSTALLATION. ANY PLANT MATERIAL THAT ARE TO BE INSTALLED WITHIN STORMWATER BMP FEATURES MUST BE NATIVE SPECIES.
6. NO VEGETATION OR STRUCTURES EXCEEDING 30" IN HEIGHT SHALL BE LOCATED WITHIN THE SIGHT TRIANGLE EASEMENT. THE EASEMENT SHALL PROVIDE RIGHT OF ENTRY TO THE CITY OF CANTON FOR THE PURPOSE OF REMOVING ANY OBJECT OR VEGETATION THAT RESTRICTS THE CLEAR SIGHT.
7. ALL PLANTS WILL CONFORM TO AMERICAN STANDARDS FOR NURSERY STOCK.
8. SOD TO MATCH SURROUNDING AREA.
9. A 2-YEAR LANDSCAPE MAINTENANCE BOND WILL BE REQUIRED PRIOR TO ISSUANCE OF THE CERTIFICATE OF OCCUPANCY. BOND VALUE WILL BE 25% OF THE PROJECT'S INSTALLED LANDSCAPING COSTS.
10. ALL TREES ARE TO BE PLANTED AWAY FROM UTILITIES. NO TREE SHALL BE PLANTED WITHIN 10' OF ANY UTILITY.

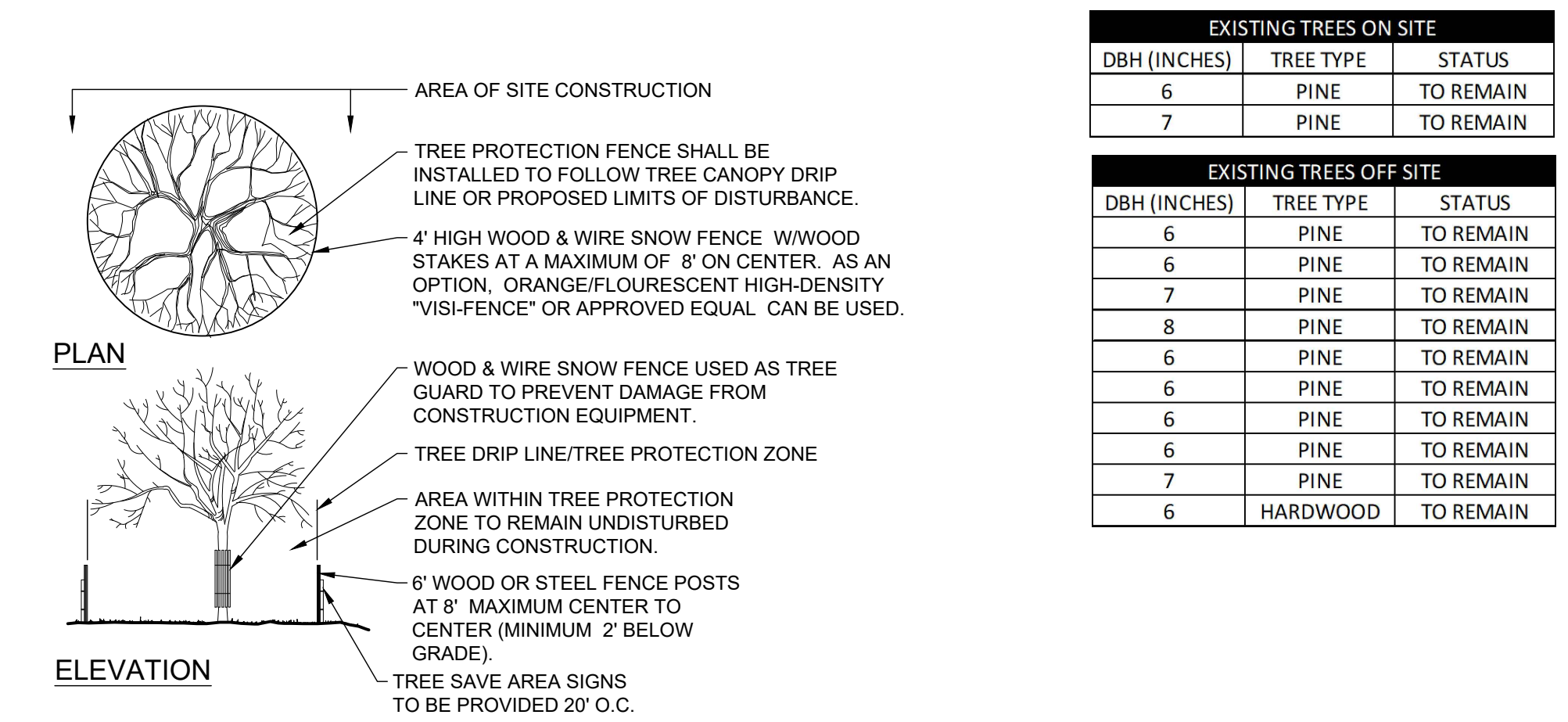
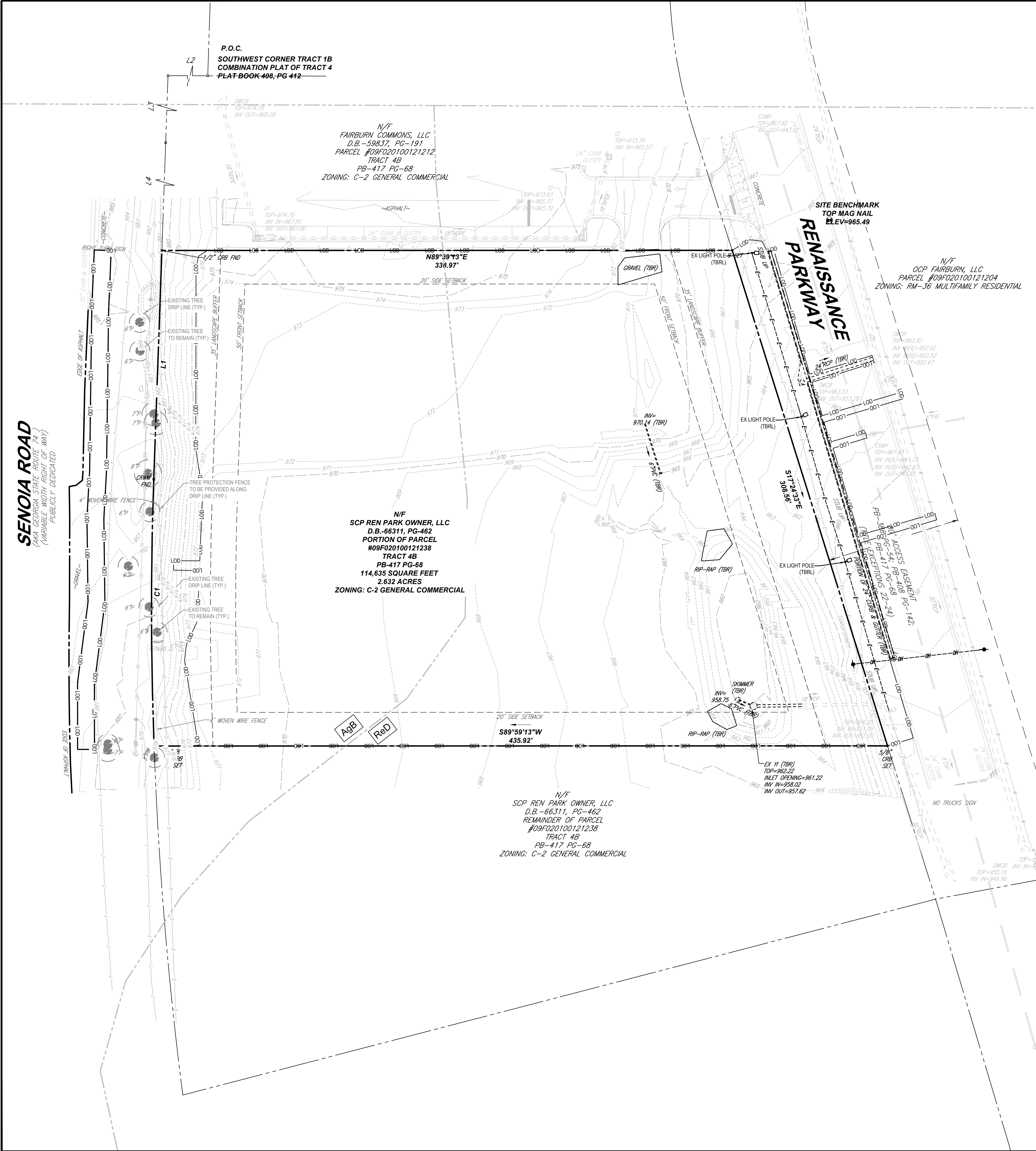
PLANT SCHEDULE

CODE	QTY	BOTANICAL NAME	COMMON NAME	SIZE	CONTAINER
CANOPY TREES					
AROG	7	ACER RUBRUM 'OCTOBER GLORY'	OCTOBER GLORY RED MAPLE	3" CAL	B&B
GB	3	GINKGO BILOBA (MALE ONLY)	MAIDENHAIR TREE	3" CAL	B&B
OPH	6	QUERCUS PHELLOS 'QPSTA'	HIGHTOWER WILLOW OAK	3" CAL	B&B
QULY	9	QUERCUS LYRATA 'OLFTB'	HIGHBEAM OVERCUP OAK	3" CAL	B&B
EVERGREEN TREES					
IXN	2	ILEX X 'NELLIE R. STEVENS'	NELLIE R. STEVENS HOLLY	8" HT.	B&B
JV	6	JUNIPERUS VIRGINIANA	EASTERN REDCEDAR	8" HT.	B&B
UNDERSTORY TREES					
AB	5	ACER BUERGERIANUM 'ABMTF'	AERYN TRIDENT MAPLE	2" CAL	B&B
CCFP	3	CERCIS CANADENSIS 'FOREST PANSY'	FOREST PANSY EASTERN REDBUD	2" CAL	B&B
SHRUBS					
AXGC	21	ABELIA X GRANDIFLORA 'CONTI'	CONFETTI VARIEGATED ABELIA	5 GAL	CONTAINER
IC	45	ILEX CORNUTA 'CARISSA'	CARISSA CHINESE HOLLY	3 GAL	CONTAINER
IS	65	ILEX CRENATA 'SOFT TOUCH'	SOFT TOUCH JAPANESE HOLLY	3 GAL	CONTAINER
LCR	25	LOROPETALUM CHINENSE RUBRUM 'RUBY'	RUBY FRINGE FLOWER	5 GAL	CONTAINER
MC	38	MYRICA CERIFERA	WAX MYRTLE	5-6	B&B
RXGW	10	RHOODODENDRON X 'GUMPO WHITE'	GUMPO WHITE SATSUKI AZALEA	5 GAL	CONTAINER
GRASSES					
MUC	26	MUHLENBERGIA CAPILLARIS	PINK MUHLY GRASS	1 GAL	CONTAINER
GROUND COVERS					
LS	1750	LIRIOPE MUSCARI 'SUPER BLUE'	SUPER BLUE LILYTURF	1 GAL	CONTAINER 12" o.c.

COMPLIANCE CHART

REQUIREMENT	CALCULATIONS	COMPLIANCE
2. LANDSCAPE REQUIREMENTS. ALL VEHICLE USE AREAS SHALL PROVIDE A PERIMETER LANDSCAPE AREA WITH NO HORIZONTAL DIMENSION LESS THAN FIVE FEET. ALL PERIMETER LANDSCAPE AREAS SHALL PROVIDE A MINIMUM OF ONE TREE FOR EVERY 250 SQUARE FEET OF LANDSCAPE AREA OR FRACTION THEREOF.	A PERIMETER LANDSCAPE AREA OF 5' IN WIDTH WRAPPING AROUND VEHICULAR USE AREAS HAS BEEN PROVIDED AND PLANTED WITH TREES ACCORDINGLY. +/- 6,306.25 / 250 = 25.225 OR 26 TREES REQUIRED	COMPLIES
ARTICLE IX - OFF-STREET PARKING, LOADING AND LANDSCAPE REQUIREMENTS	PERIMETER LANDSCAPE AREAS ABUTTING A PUBLIC STREET RIGHT-OF-WAY SHALL HAVE A MINIMUM DIMENSION OF TEN FEET FROM THE RIGHT-OF-WAY LINE TO THE VEHICULAR USE AREA. ALL AREAS OF PUBLIC ROADWAY RIGHT-OF-WAY SHALL BE GRASSED. THE VISION CLEARANCE AT CORNERS REQUIREMENTS OF THIS CHAPTER SHALL ALSO BE MET.	27 TREES PROVIDED
SEC. 80-336 - LANDSCAPE REQUIREMENTS FOR VEHICLE USE AREAS	INTERIOR LANDSCAPE AREAS: AN AREA OR COMBINATION OF AREAS EQUAL TO TEN PERCENT OF THE TOTAL VEHICLE USE AREA, EXCLUSIVE OF PERIMETER LANDSCAPE AREAS, SHALL BE DEDICATED TO INTERIOR LANDSCAPING. ALL INTERIOR LANDSCAPE AREAS SHALL HAVE A MINIMUM HORIZONTAL DIMENSION OF TEN FEET. A MINIMUM OF ONE TREE FOR EVERY 250 SQUARE FEET OR FRACTION THEREOF OF INTERIOR LANDSCAPE AREA SHALL BE PROVIDED. FOR ANY PARKING AREA THAT IS DESIGNED FOR MORE THAN TEN VEHICLES, THE PLAN MUST PROVIDE FOR LANDSCAPED ISLANDS AND/OR PENINSULAS AT LEAST TEN FEET IN WIDTH SO THAT NO MORE THAN 12 ADJACENT PARKING SPACES EXIST WITHOUT A LANDSCAPED SEPARATION.	LANDSCAPE ISLAND OR PENINSULAS HAVE BEEN PROVIDED SO THAT PARKING DOES NOT EXCEED 12 SPACES IN A SINGLE RUN. ALL INTERIOR LANDSCAPED AREAS HAVE BEEN PROVIDED WITH A TREE. 12 TREES PROVIDED





TREE PROTECTION DURING SITE CONSTRUCTION DETAIL

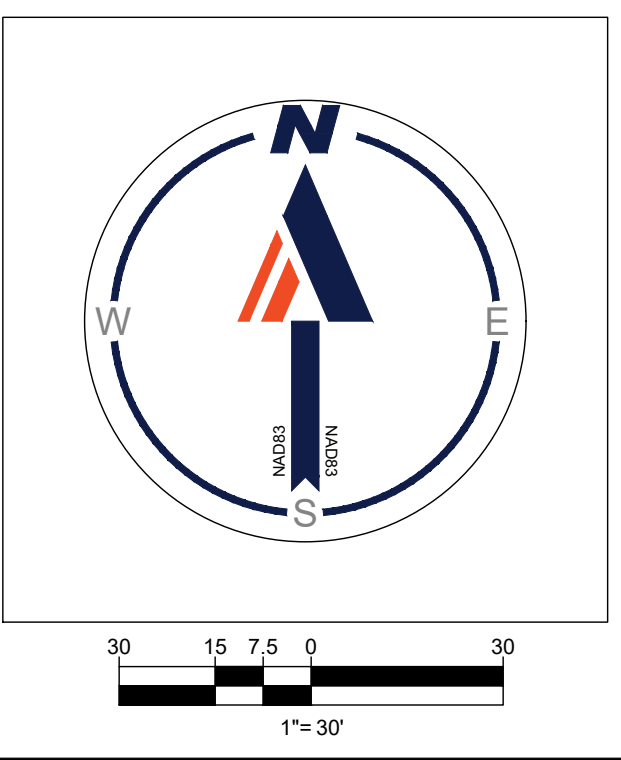
NOT TO SCALE

- SCOPE OF WORK:** THE LANDSCAPE CONTRACTOR SHALL BE REQUIRED TO PERFORM ALL CLEARING, FINISHED GRADING, SOIL PREPARATION, PERMANENT SEEDING OR SODDING, PLANTING AND MULCHING INCLUDING ALL LABOR, MATERIALS, TOOLS AND EQUIPMENT NECESSARY FOR THE COMPLETION OF THIS PROJECT, UNLESS OTHERWISE CONTRACTED BY THE GENERAL CONTRACTOR.
- MATERIALS:**
 - GENERAL:** ALL HARDSCAPE MATERIALS SHALL MEET OR EXCEED SPECIFICATIONS AS OUTLINED IN THE STATE DEPARTMENT OF TRANSPORTATION'S SPECIFICATIONS.
 - TOPSOIL:** NATURAL, FRIABLE, LOAMY SILT SOIL HAVING AN ORGANIC CONTENT NOT LESS THAN 5%, A PH RANGE BETWEEN 4.5-7.0. IT SHALL BE FREE OF DEBRIS, ROCKS LARGER THAN ONE INCH (1"), WOOD, ROOTS, VEGETABLE MATTER AND CLAY CLODS.
 - LAWN:** ALL DISTURBED AREAS ARE TO BE TREATED WITH A MINIMUM SIX INCH (6") THICK LAYER OF TOPSOIL OR AS DIRECTED BY THE LOCAL ORDINANCE OR CLIENT, AND SEEDED OR SODDED IN ACCORDANCE WITH THE PERMANENT STABILIZATION METHODS INDICATED WITHIN THE SOIL EROSION AND SEDIMENT CONTROL NOTES.
 - LAWN SEED MIXTURE SHALL BE FRESH, CLEAN NEW CROP SEED.
 - SOD SHALL BE STRONGLY ROOTED, WEED AND DISEASE/PEST FREE WITH A UNIFORM THICKNESS.
 - SOD INSTALLED ON SLOPES GREATER THAN 4:1 SHALL BE PEGGED TO HOLD SOD IN PLACE.
 - MULCH:** THE MULCH AROUND THE PERIMETER OF THE BUILDING SHALL BE A 3" LAYER OF DOUBLE SHREDDED BLACK CEDAR MULCH ONLY. ALL OTHER AREAS SHALL BE MULCHED WITH A 3" LAYER OF DOUBLE SHREDDED DARK BROWN HARDWOOD BARK MULCH, UNLESS OTHERWISE STATED ON THE LANDSCAPE PLAN.
 - FERTILIZER:**
 - FERTILIZER SHALL BE DELIVERED TO THE SITE MIXED AS SPECIFIED IN THE ORIGINAL UNOPENED STANDARD BAGS SHOWING WEIGHT, ANALYSIS AND NAME OF MANUFACTURER. FERTILIZER SHALL BE STORED IN A WEATHERPROOF PLACE SO THAT IT CAN BE KEPT DRY PRIOR TO USE.
 - FOR THE PURPOSE OF BIDDING, ASSUME THAT FERTILIZER SHALL BE 10% NITROGEN, 6% PHOSPHORUS AND 4% POTASSIUM BY WEIGHT. A FERTILIZER SHOULD NOT BE SELECTED WITHOUT A SOIL TEST PERFORMED BY A CERTIFIED SOIL LABORATORY.
- SITE PREPARATIONS:**
 - BEFORE AND DURING PRELIMINARY GRADING AND FINISHED GRADING, ALL WEEDS AND GRASSES SHALL BE DUG OUT BY THE ROOTS AND DISPOSED OF IN ACCORDANCE WITH GENERAL WORK PROCEDURES OUTLINED HEREIN.
 - ALL EXISTING TREES TO REMAIN SHALL BE PRUNED TO REMOVE ANY DAMAGED BRANCHES. THE ENTIRE LIMB OF ANY DAMAGED BRANCH SHALL BE CUT OFF AT THE TRUNK. CONTRACTOR SHALL ENSURE THAT CUTS ARE SMOOTH AND STRAIGHT. ANY EXPOSED ROOTS SHALL BE CUT BACK WITH CLEAN, SHARP TOOLS AND TOPSOIL SHALL BE PLACED AROUND THE REMAINDER OF THE ROOTS. EXISTING TREES SHALL BE MONITORED ON A REGULAR BASIS FOR ADDITIONAL ROOT OR BRANCH DAMAGE AS A RESULT OF CONSTRUCTION. ROOTS SHALL NOT BE LEFT EXPOSED FOR MORE THAN ONE (1) DAY. CONTRACTOR SHALL WATER EXISTING TREES AS NEEDED TO PREVENT SHOCK OR DECLINE.
 - CONTRACTOR SHALL ARRANGE TO HAVE A UTILITY STAKE-OUT TO LOCATE ALL UNDERGROUND UTILITIES PRIOR TO INSTALLATION OF ANY LANDSCAPE MATERIAL. UTILITY COMPANIES SHALL BE CONTACTED THREE (3) DAYS PRIOR TO THE BEGINNING OF WORK.
- TREE PROTECTION:**
 - CONTRACTOR SHALL BE RESPONSIBLE FOR THE PROTECTION OF ALL EXISTING TREES TO REMAIN. A TREE PROTECTION ZONE SHALL BE ESTABLISHED AT THE DRIP LINE OR 15 FEET FROM THE TRUNK OR AT THE LIMIT OF CONSTRUCTION DISTURBANCE, WHICHEVER IS GREATER. LOCAL STANDARDS THAT MAY REQUIRE A MORE STRICT TREE PROTECTION ZONE SHALL BE HONORED.
 - A FORTY-EIGHT INCH (48") HIGH WOODEN SNOW FENCE OR ORANGE COLORED HIGH-DENSITY "VISI-FENCE", OR APPROVED EQUAL, MOUNTED ON STEEL POSTS SHALL BE PLACED ALONG THE BOUNDARY OF THE TREE PROTECTION ZONE. POSTS SHALL BE LOCATED AT A MAXIMUM OF EIGHT FEET (8") ON CENTER OR AS INDICATED WITHIN THE TREE PROTECTION DETAIL.
 - WHEN THE TREE PROTECTION FENCING HAS BEEN INSTALLED, IT SHALL BE INSPECTED BY THE APPROVING AGENCY PRIOR TO DEMOLITION, GRADING, TREE CLEARING OR ANY OTHER CONSTRUCTION. THE FENCING ALONG THE TREE PROTECTION ZONE SHALL BE REGULARLY INSPECTED BY THE LANDSCAPE CONTRACTOR AND MAINTAINED UNTIL ALL CONSTRUCTION ACTIVITY HAS BEEN COMPLETED.
 - AT NO TIME SHALL MACHINERY, DEBRIS, FALLEN TREES OR OTHER MATERIALS BE PLACED, STOCKPILED OR LEFT STANDING IN THE TREE PROTECTION ZONE.
- SOIL MODIFICATIONS:**
 - CONTRACTOR SHALL ATTAIN A SOIL TEST FOR ALL AREAS OF THE SITE PRIOR TO CONDUCTING ANY PLANTING. SOIL TESTS SHALL BE PERFORMED BY A CERTIFIED SOIL LABORATORY.
 - LANDSCAPE CONTRACTOR SHALL REPORT ANY SOIL OR DRAINAGE CONDITIONS CONSIDERED DETRIMENTAL TO THE GROWTH OF PLANT MATERIAL. SOIL MODIFICATIONS, AS SPECIFIED HEREIN, MAY NEED TO BE CONDUCTED BY THE LANDSCAPE CONTRACTOR DEPENDING ON SITE CONDITIONS.
 - THE FOLLOWING AMENDMENTS AND QUANTITIES ARE APPROXIMATE AND ARE FOR BIDDING PURPOSES ONLY. COMPOSITION OF AMENDMENTS SHOULD BE REVISED DEPENDING ON THE OUTCOME OF A TOPSOIL ANALYSIS PERFORMED BY A CERTIFIED SOIL LABORATORY.
 - TO INCREASE A SANDY SOIL'S ABILITY TO RETAIN WATER AND NUTRIENTS, THOROUGHLY TILL ORGANIC MATTER INTO THE TOP 6-12". USE COMPOSTED BARK, COMPOSTED LEAF MULCH OR PEAT MOSS. ALL PRODUCTS SHOULD BE COMPOSTED TO A DARK COLOR AND BE FREE OF PIECES WITH IDENTIFIABLE LEAF OR WOOD STRUCTURE. AVOID MATERIAL WITH A PH HIGHER THAN 7.5.
 - TO INCREASE DRAINAGE, MODIFY HEAVY CLAY OR SILT (MORE THAN 40% CLAY OR SILT) BY ADDING COMPOSTED PINE BARK (UP TO 30% BY VOLUME) AND/OR AGRICULTURAL GYPSUM. COARSE SAND MAY BE USED IF ENOUGH IS ADDED TO BRING THE SAND CONTENT TO MORE THAN 60% OF THE TOTAL MIX. SUBSURFACE DRAINAGE LINES MAY NEED TO BE ADDED TO INCREASE DRAINAGE.
 - MODIFY EXTREMELY SANDY SOILS (MORE THAN 85%) BY ADDING ORGANIC MATTER AND/OR DRY, SHREDDED CLAY LOAM UP TO 30% OF THE TOTAL MIX.

EXISTING TREES ON SITE		
DBH (INCHES)	TREE TYPE	STATUS
6	PINE	TO REMAIN
7	PINE	TO REMAIN

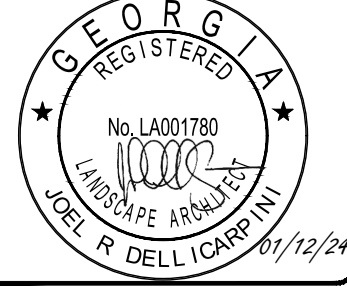
EXISTING TREES OFF SITE		
DBH (INCHES)	TREE TYPE	STATUS
6	PINE	TO REMAIN
6	PINE	TO REMAIN
7	PINE	TO REMAIN
8	PINE	TO REMAIN
6	PINE	TO REMAIN
6	PINE	TO REMAIN
6	PINE	TO REMAIN
7	PINE	TO REMAIN
6	HARDWOOD	TO REMAIN

THIS PLAN TO BE UTILIZED FOR PRELIMINARY PURPOSES ONLY



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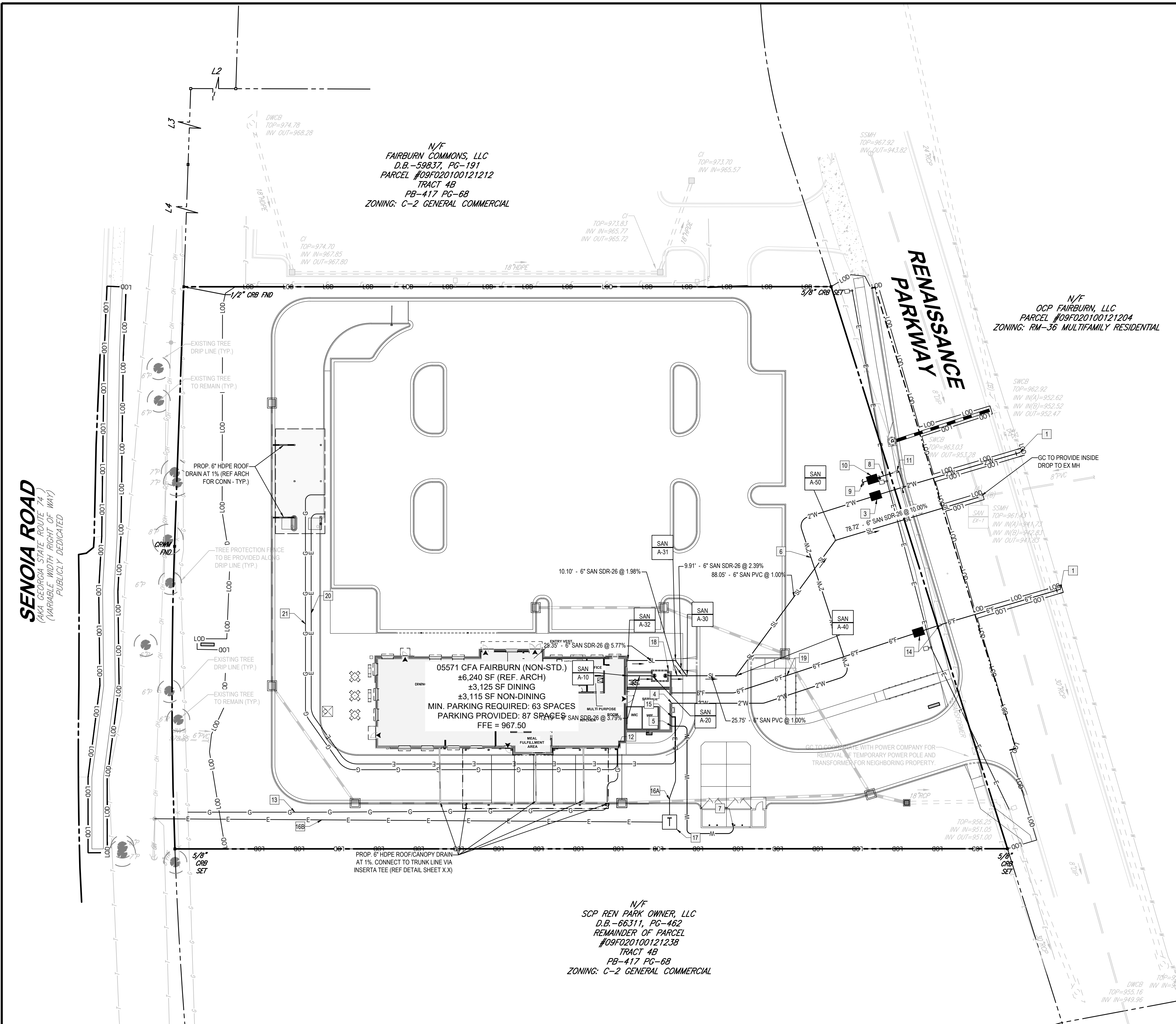
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EXISTING NOTE	TYPICAL NOTE TEXT	PROPOSED NOTE
---	SANITARY LINES	---
---	STORM LINES	---
---	SANITARY SEWER LATERAL	---
---	UNDERGROUND WATER LINE	---
---	UNDERGROUND ELECTRIC LINE	---
---	UNDERGROUND GAS LINE	---
---	OVERHEAD WIRE	---
---	UNDERGROUND TELEPHONE LINE	---
---	UNDERGROUND CABLE LINE	---
---	STORM SEWER	---
---	SANITARY SEWER MAIN	---
---	HYDRANT	---
---	SANITARY MANHOLE	---
---	STORM MANHOLE	---
---	WATER METER	---
---	WATER VALVE	---
---	GAS VALVE	---
---	GAS METER	---
---	TYPICAL END SECTION	---
---	HEADWALL OR ENDWALL	---
---	YARD INLET	---
---	CLUB INLET	---
---	CLEAN OUT	---
---	ELECTRIC MANHOLE	---
---	TELEPHONE MANHOLE	---
---	ELECTRIC BOX	---
---	ELECTRIC FEDERAL	---
---	MONITORING WELL	---
---	TEST PIT	---

UTILITY DESIGN NOTES & KEY PLAN

- PROP CONNECTION TO APPROXIMATE LOCATION OF EX. WATER MAIN. DIRECTIONAL BORE UNDER ROAD NEEDED. CONTRACTOR TO VERIFY SIZE, DEPTH, AND LOCATION PRIOR TO CONSTRUCTION AND NOTIFY EOR
- PROP 2" WATER METER
- PROP 2" RPZ
- PROP 2" WATER P.O.C. (SEE ARCH PLANS FOR CONTINUATION)
- PROP PROP 3/4" PE DOMESTIC WATER LINE TO DUMPSTER ENCLOSURE P.O.C. (SEE ARCH PLANS FOR CONTINUATION)
- PROP 2" PE DOMESTIC WATER LINE W/ TRACER WIRE
- PROP 3/4" PE DOMESTIC WATER LINE TO DUMPSTER ENCLOSURE
- PROP LF OF 1" PE IRRIGATION WATER LINE W/ TRACER WIRE
- PROP 1" STUB FOR IRRIGATION SERVICE CONNECTION (REFER TO IRRIGATION PLANS FOR CONTINUATION)
- PROP 1" RPZ
- PROP 1" IRRIGATION METER
- PROP GAS SERVICE P.O.C. (SEE ARCH PLANS FOR CONTINUATION)
- PROP 253 LF GAS MAIN & TRACER WIRE
- PROP 6" FIRE METER AND RPZ WITH UNDERGROUND VAULT
- PROP ELECTRICAL SERVICE P.O.C. (SEE ARCH PLANS FOR CONTINUATION)
- PROP 51 LF OF ELECTRIC SECONDARY
- 266 LF OF UNDERGROUND ELECTRIC FROM POWER POLE TO PROPOSED TRANSFORMER
- PROP TRANSFORMER & PULL BOX (IN ACCORDANCE WITH UTILITY COMPANY REQUIREMENTS. GC TO COORDINATE TRANSFORMER LOCATION AND ALL OTHER REQUIREMENTS WITH THE UTILITY PROVIDER PRIOR TO CONSTRUCTION)
- PROP. 1,500-GAL GREASE TRAP (REFER TO ARCH PLAN FOR DETAILS)
- PROP 6" SAN STUB FOR FUTURE MASTER SAN MAIN CONNECTION
- PROP 212 LF OR 6" FIRE LINE (TO BE CONFIRMED WITH FIRE MARSHAL)
- 338 LF OF PROP ELECTRIC CONNECTION TO ORDER CANOPY
- 311 LF OF PROP GAS CONNECTION TO ORDER CANOPY

GENERAL NOTE:

ALL ONSITE WATER AND SEWER DISTRIBUTION/COLLECTION LINES MAINS TO BE PRIVATELY OWNED & MAINTAINED UNLESS OR UNTIL A UTILITY EASEMENT IS DESCRIBED & APPROVED BY ALL INVOLVED PARTIES.

SANITARY SEWER NOTES:

- A. GENERAL:**
- DISTANCE AND LENGTHS SHOWN ON PLANS AND PROFILE DRAWINGS ARE REFERENCED TO THE CENTER OF STRUCTURES.
 - PRIOR TO COMMENCING CONSTRUCTION, CONTRACTOR TO TELEVISION EXISTING SANITARY SEWER LINE FROM POINT OF CONNECTION THROUGH THE NEXT SEQUENTIAL DOWNSTREAM RUN OF PIPE. ADDITIONALLY, PRIOR TO COMPLETION OF CONSTRUCTION, CONTRACTOR SHALL TELEVISION THE NEWLY INSTALLED SANITARY SEWER MAIN TO ENSURE NO DIPS OR DEBRIS WITHIN LINE.
 - EXISTING SERVICES WITHIN MANHOLES SHALL BE RELOCATED TO NEW SEWER.
 - BYPASS PUMPING MAY BE REQUIRED AND SANITARY SERVICE MAINTAINED WHILE EXISTING SEWER IS BEING REPLACED.
 - CONTRACTOR WILL BE REQUIRED TO COORDINATE WITH CITY WITH MAKING CONNECTION TO PUMP STATION / MANHOLE.
 - CONTRACTOR MUST COORDINATE WITH CITY AND SHOPPING CENTER AND PROVIDE AT LEAST 48-HOURS NOTICE PRIOR TO REPLACING SERVICES.
- B. MATERIALS:**
- ALL PVC SEWER PIPE AND FITTINGS SHALL BE NON-PRESSURE POLYVINYL CHLORIDE (PVC) PIPE CONFORMING TO ASTM D 3034, SDR 26, WITH PUSH-ON RUBBER GASKET JOINTS.
 - ALL FITTINGS AND ACCESSORIES SHALL BE AS MANUFACTURED OR SUPPLIED BY THE PIPE MANUFACTURER OR APPROVED EQUAL.
 - ALL SANITARY CLEANOUTS WITHIN PAVEMENT SHALL HAVE A LID THAT IS H2O LOADING.
- C. INSTALLATION:**
- PIPE AND FITTINGS:
 - SEWER PIPE SHALL BE INSTALLED IN ACCORDANCE WITH ASTM D2321, AND THE UNI-BELL PLASTICS PIPE ASSOCIATION'S RECOMMENDED PRACTICE FOR THE INSTALLATION OF PVC SEWER PIPE.
 - BEDDING AND INITIAL BACKFILL (12" OVER SEWER MAINS AND SERVICES SHALL BE SAND WITH NO ROCK LARGER THAN 1" IN DIAMETER. PEA ROCK OR 3/4" WASHED ROCK WILL BE USED IN WATER OR WHERE UNSUITABLE BEDDING EXISTS. ALL OTHER FILL SHALL NOT HAVE ROCK LARGER THAN 6" IN DIAMETER.
 - CLEANOUTS:
 - CLEANOUTS SHALL BE SET PLUMB TO LINE AND GRADE ON FIRM CLEAN SUBGRADE PROVIDING UNIFORM BEARING UNDER THE BASE.
 - ALL OPENINGS AND JOINTS SHALL BE SEALED WATER-TIGHT.
 - SERVICE:
 - MINIMUM SLOPE OF ALL SERVICE LINES SHALL BE 1.00%.
 - EACH SERVICE CONNECTION SHALL BE PLUGGED WATER-TIGHT WITH AN APPROVED PLUG.
 - CONNECTION OF SERVICES TO BUILDING'S PLUMBING SHALL BE COORDINATED WITH THE ARCHITECTURAL DRAWINGS.
- D. TESTING:**
- AFTER CONSTRUCTION OF THE SEWER SYSTEM, THE ENGINEER MAY REQUIRE A VISUAL INFILTRATION AND/OR EXFILTRATION TEST TO BE PERFORMED ON THE ENTIRE SYSTEM OR ANY PART THEREOF. IF AN AIR TEST MAY BE SUBSTITUTED FOR THE WATER EXFILTRATION TEST, UPON APPROVAL OF THE ENGINEER.
 - SEWER PIPE LEAKAGE ALLOWABLE SHALL NOT EXCEED 150 GALLONS PER DAY PER INCH DIAMETER PER MILE IN A TWO HOUR TEST PERIOD FOR ANY SECTION TESTED. NO VISIBLE LEAKAGE SHALL BE ALLOWED.
 - CONTRACTOR IS RESPONSIBLE FOR CORRECTING ANY DEFICIENCIES PRIOR TO THE CERTIFICATION TO ANY AGENCY.
 - GENERAL CONTRACTOR SHALL EMPLOY AN INDEPENDENT INSPECTOR FOR 1-% CONTINUOUS INSPECTION OF THE BEDDING AND BACKFILL OPERATION. COMPACTION TEST SHALL BE TAKEN AT THE BOTTOM OF TRENCH AND AT EACH LIFT OF BACKFILL.
 - GENERAL CONTRACTOR SHALL EMPLOY A LICENSED SURVEYOR AS-BUILT TOP OF PIPE ELEVATIONS TAKEN WHEN BEDDING OPERATIONS IS 75% COMPLETE. THESE ELEVATIONS SHALL BE TAKEN AT POINTS OF CONNECTION, CHANGES IN DIRECTION AND AT MINIMUM 20' INTERVALS ALONG THE LENGTH OF THE PIPE. THESE ELEVATIONS SHALL BE RECORDED AS AS-BUILT DIMENSIONS ON SITE PLAN REVIEW BY PROJECT ENGINEER.
 - ALL SANITARY LINES ARE TO BE FLUSHED PRIOR TO CONTRACTOR TURN-OVER OF THE FACILITY.

WATER DISTRIBUTION NOTES:

- CONTRACTOR SHALL FOLLOW GUIDELINES AND PROCEDURES OUTLINED BY UTILITY PROVIDER, AND HAVE UTILITY PROVIDER'S MANUAL ON-SITE AT ALL TIMES. THIS POLICY MANUAL SHALL BE CONSIDERED PART OF THE CONSTRUCTION DOCUMENTS AS IT PERTAINS TO APPROVED MATERIALS, INSTALLATION METHODS, INSPECTION NOTIFICATION, AND AS-BUILT/PROJECT CLOSEOUT REQUIREMENTS.
- ALL HIGH DENSITY POLYETHYLENE PIPE AND FITTINGS SHALL MEET THE REQUIREMENTS OF AASHTO M - 294 LATEST REVISIONS. ALL PIPING TO BE NON-PERFORATED TUBING
- CONTRACTOR TO COORDINATE WITH COUNTY AND ADJACENT PROPERTY OWNERS AND BUSINESSES FOR ANY ANTICIPATED WATER INTERRUPTIONS FOR CONNECTION TO EXISTING WATER LINE.
- CONTRACTOR TO DEFLECT OR BEND WATER LINES AS NECESSARY TO MAINTAIN 12" VERTICAL SEPARATION FROM STORM SEWER PER FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION.

SANITARY SEWER GRAVITY NOTES:

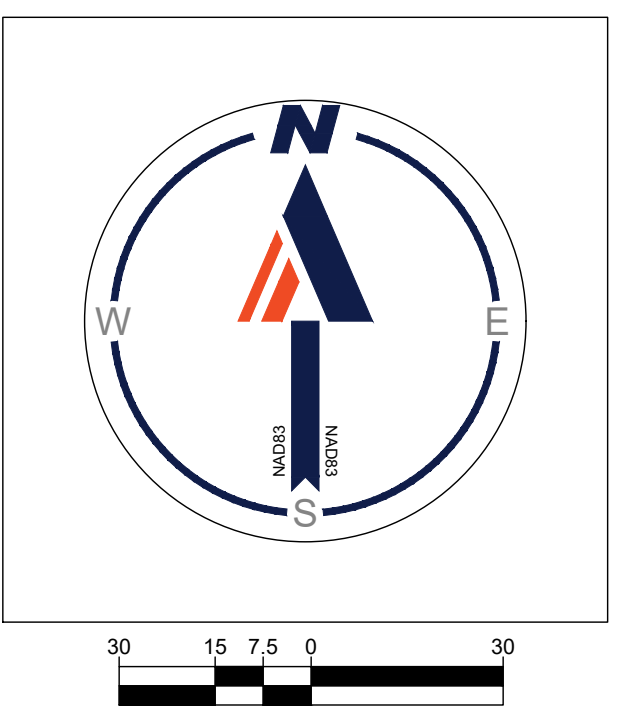
- IF REQUIRED, THE CONTRACTOR SHALL RECONSTRUCT THE BENCH IN THE EXISTING MANHOLE TO ACCOMMODATE THE NEW FLOW DIRECTION.
- WASTEWATER FLOW IN THE EXISTING SEWER MUST BE MAINTAINED DURING THE INSTALLATION OF THE LATERAL. IF A BY-PASS IS REQUIRED, THE CONTRACTOR MUST SUBMIT DETAILS OF THE SYSTEM FOR REVIEW AND APPROVAL TO THE FULTON COUNTY PUBLIC WORKS DEPARTMENT PRIOR TO STARTING CONSTRUCTION.

SANITARY STRUCTURE SCHEDULE

NAME	TYPE	RIM ELEV. (FT.)	INVERTS
A-10	PROP. BLDG CONN (GREASE)	963.57'	INV OUT = 963.00' (6")
A-20	PROP. GREASE TRAP	966.90'	INV IN = 962.50' (6") INV OUT = 962.00' (6")
A-30	PROP. CLEAN OUT	965.95'	INV IN = 961.80' (6") INV IN = 961.80' (6") INV OUT = 961.80' (6")
A-31	PROP. CLEAN OUT	966.26'	INV IN = 962.04' (6") INV OUT = 962.04' (6")
A-32	PROP. BLDG CONN (BATHROOM)	967.50'	INV OUT = 963.50' (6")
A-40	PROP. CLEAN OUT	965.17'	INV IN = 961.54' (6") INV OUT = 961.54' (6")
A-50	PROP. CLEANOUT	964.95'	INV IN = 960.66' (6") INV OUT = 960.66' (6")
EX-1	EX. MANHOLE	961.42'	INV IN = 952.79' (6")

SANITARY PIPE SCHEDULE

FROM	FROM INV	TO	TO INV	PIPE LENGTH	SLOPE (%)	DIAMETER (IN.)	MATERIAL
-320	962.00'	A-20	962.00'	7.92'	0.00%	6"	SDR-26
A-20	962.50'	A-10	963.00'	13.19'	3.79%	6"	SDR-26
A-30	961.80'	-320	962.00'	10.10'	1.98%	6"	SDR-26
A-30	961.80'	A-31	962.04'	9.91'	2.39%	6"	SDR-26
A-31	962.04'	A-32	963.50'	25.35'	5.77%	6"	SDR-26
A-40	961.54'	A-30	961.80'	25.75'	1.00%	6"	PVC SCH 80
A-50	960.66'	A-40	961.54'	88.05'	1.00%	6"	PVC SCH 80
EX-1	952.79'	A-50	960.66'	78.72'	10.00%	6"	SDR-26



THIS PLAN TO BE UTILIZED FOR PRELIMINARY PURPOSES ONLY



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ATLANTA, GEORGIA 30346
Phone: (770) 956-8800
GA@BohlerEng.com

STORE #05571
CFA Fairburn
SENOIA RD AT
RENAISSANCE PKWY,
FAIRBURN, GA

SHEET TITLE
UTILITY PLAN

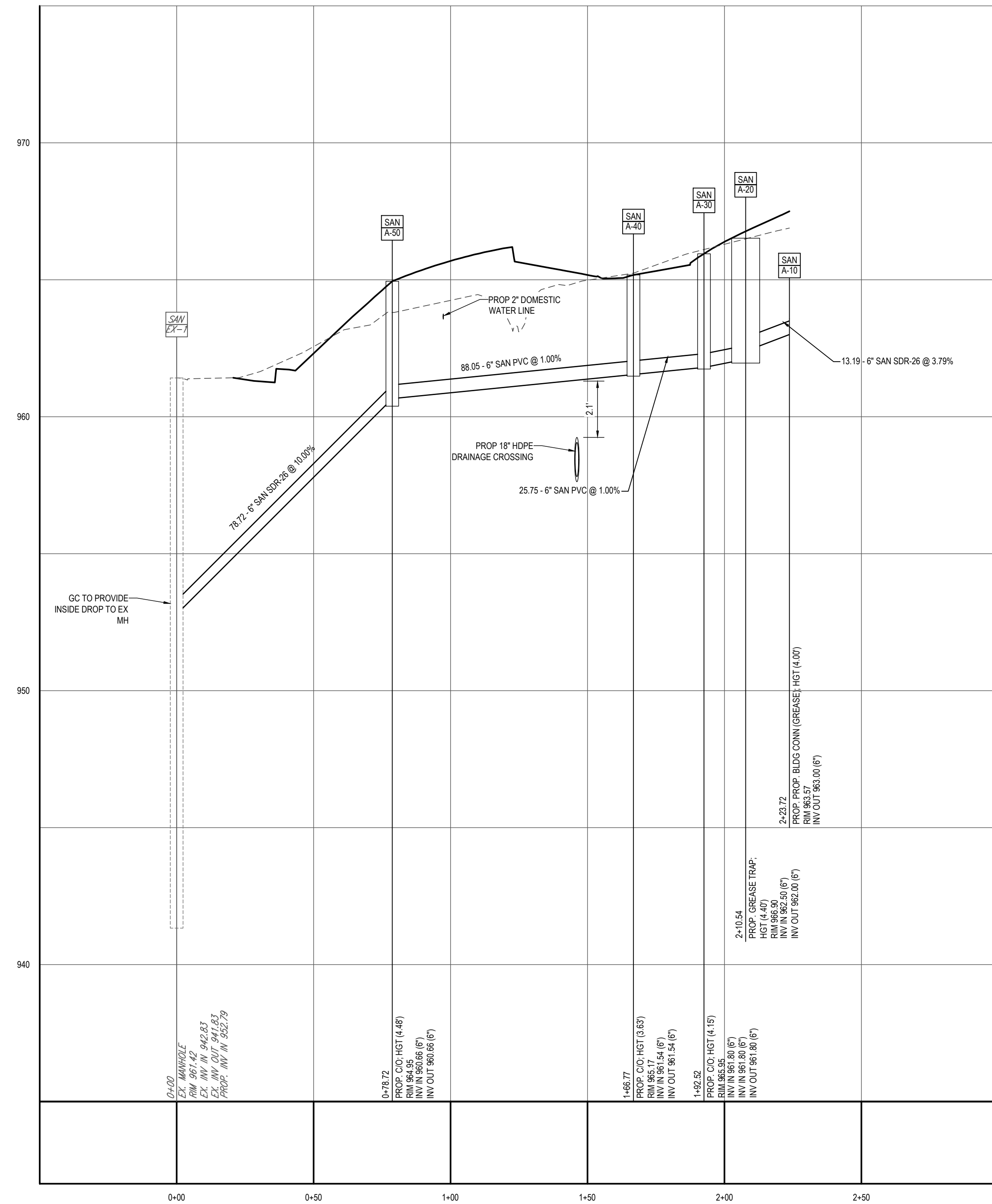
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PRELIMINARY
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FOR CONSTRUCTION

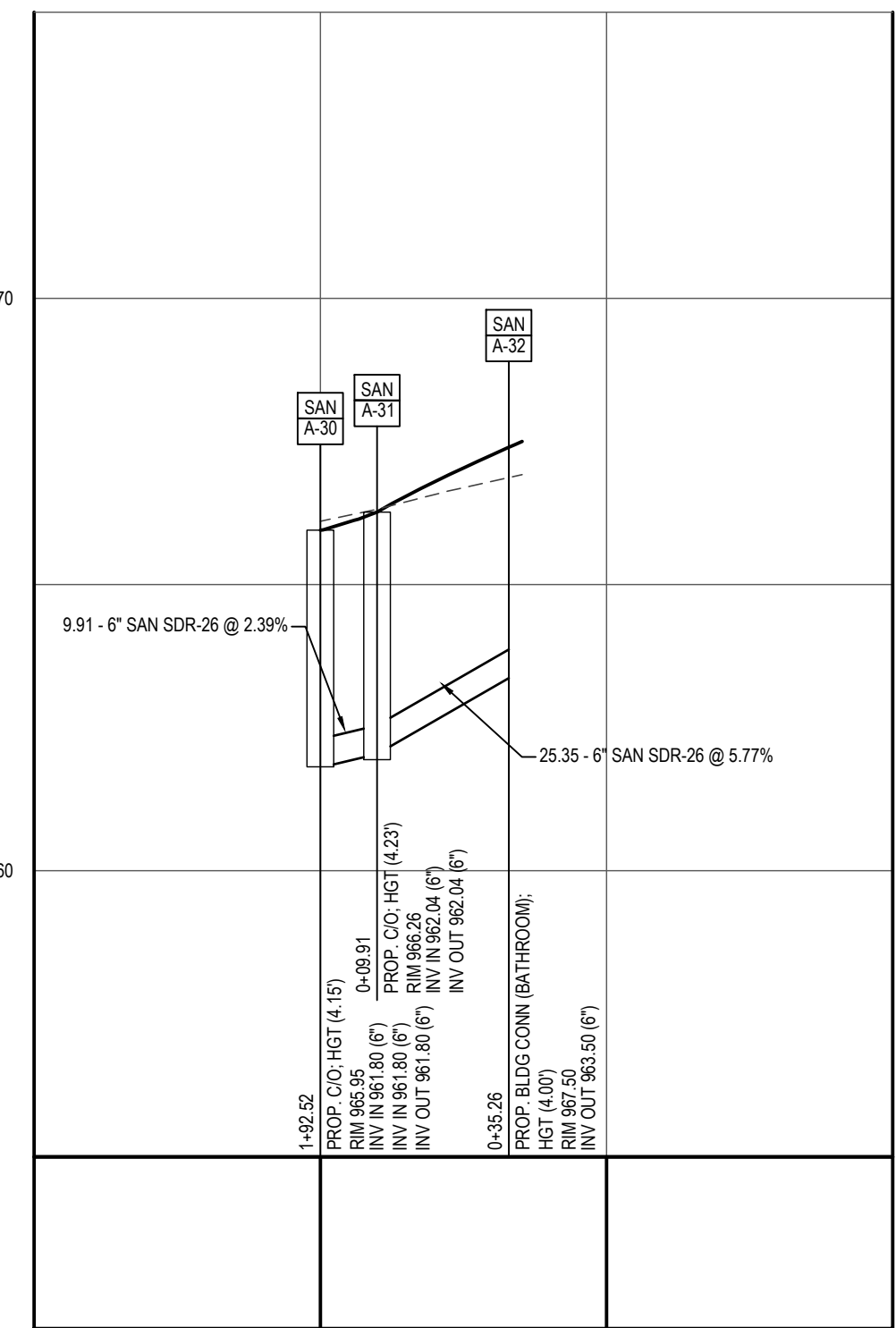
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DATE : 01/16/2024
DRAWN BY : SNJB
CHECKED BY : NF
CAD ID : ###

SHEET
PS-1.0

B-30	950.70	B-20	961.51	75.06'	1.08%	12"	RCP
B-40	959.19'	B-30	960.70'	139.60'	1.08%	15"	RCP
C-10	955.35'	C-20	955.74'	19.47'	1.99%	18"	RCP
C-20	956.50'	A-30	957.34'	86.08'	0.98%	15"	RCP
C-20	956.50'	B-40	959.19'	130.31'	2.07%	15"	RCP
D-10	960.39'	D-20	960.10'	28.81'	1.01%	6"	HDPE
D-30	959.86'	D-40	959.60'	25.50'	1.02%	6"	HDPE
D-50	959.64'	D-60	959.35'	28.84'	1.01%	6"	HDPE



PROPOSED SANITARY PROFILE (A-10 TO EX-1)
SCALE: 1"= 30' HORIZONTAL
1"= 3' VERTICAL



PROPOSED SANITARY PROFILE (A-30 TO A-32)
SCALE: 1"= 30' HORIZONTAL
1"= 3' VERTICAL

PROFILE LEGEND	
EXISTING GRADE	-----
PROPOSED GRADE	_____



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SHEET TITLE
**SEWER
PROFILES**

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SHEET
PS-1.1



TEXT AMENDMENT –

Text Amendment –Data Centers

Data Center Definition: a building, structure, complex or group of buildings and/or structures, facility, or dedicated space within a building, structure, complex, or facility that houses IT infrastructure, including, but not limited to, computer systems, networks, servers, applications, appliances, services, and other associated components or facilities used for the remote storage, processing, or transmission of digital data associated with those computer systems, networks, servers, applications, appliances, services, and other associated components or facilities.

Associated components and facilities may also include air handlers, water cooling and storage facilities, utility substations, and other associated utility infrastructure to support operations.



Text Amendment – Data Center

PROPOSED REGULATIONS:

Data Center.

Data centers may only be considered in the Light and Heavy Industrial zoning districts with a Use Permit. The application for the installation or construction a data center, or for modifications to a lawfully existing data center beyond routine maintenance, shall follow the application procedures for Use Permits and any other procedures as may be required by this Ordinance for data centers, such as zoning map amendments, platting, or variances. In addition, applications shall include the following:

- Applicant name(s) and contact information. The applicant must also identify on the application,
 - if different than the applicant, the record owner of the property, the occupant or lessee of the property, and the operator of the data center.
- A narrative describing the proposed project, including a description of how the project meets market demand, the facility’s processing capacity, and the facility’s anticipated water and electricity needs.
- A study prepared by an acoustical engineer that describes the anticipated noise level of the facility and any proposed mitigation efforts such as sound walls, baffles, ventilation silencers, etc.
- A site plan, drawn to scale, showing the location and dimensions of all existing and proposed structures, screening, fencing, lighting, electrical connections, property lines, and roadway access.
- Four sided showing the building height, color and materials shall be provided.
- Letter of capability & commitment to serve water, sewer, and power.
- A map of the project area showing all single-family and multi-family dwellings, schools, churches, synagogues, and other similar religious institution or structures, and public parks located within 5 miles of the exterior boundaries of the property where the data center will be located.
- At least one neighborhood meeting must be held to discuss proposed sound mitigation aspects of the project design prior to the first public hearing. Before the first neighborhood meeting, a third-party acoustic engineer must conduct a sound study to measure noise level at any property line shared with residentially zoned or planned land, or shared with other “noise sensitive use,” as determined by the City Staff

Text Amendment – Data Center

PROPOSED REGULATIONS:

1. **Building Height:** All buildings, structures, and appurtenances on the property where the data center will be located shall be limited to 48 ft, unless restricted by public safety officials.
2. **Lights:** Exterior lighting shall be designed and constructed with fully shielded fixtures that direct light downward and into the interior of the property and away from adjacent roads and adjacent properties.
3. **Parking:** Data Centers must be provide - 1 space per 5,500 sq. ft. of gross floor area
4. **Building Facades:** Principal building facades that face adjacent public roads shall meet the following standards.
 - a. Shall avoid the use of undifferentiated surfaces by including at least two (2) of the following design elements:
 - i. Change in building height, building step-backs or recesses, fenestration, change in building material, pattern, or use of architectural accent materials.
 - ii. If located outside of the Highway 74 overlay district, 75% of each elevation facing a public roadway shall be brick, stone or accent material. Each elevation which faces a public roadway shall be consistent in terms of design, materials, details and treatment.
 - b. All fencing along roadways shall be decorative with staff approval.
 - c. All equipment necessary for cooling, ventilating, or otherwise operating the facility must be contained within an enclosed building where the use is located. This includes emergency power generators and other emergency power supply equipment.
 - d. In order to minimize visibility from adjacent roads and adjacent properties, any other ground level and roof top mechanical equipment and loading areas shall be screened. Ground level equipment shall be screened by a visually solid screen wall constructed of materials compatible with those used in exterior construction of the principal building. Any other mechanical equipment located in a manner found to have no adverse impact on adjacent roads and adjacent property, as determined by the city staff shall not be required to be screened. Roof top screening shall be provided by principal building parapet.

Text Amendment – Data Center

PROPOSED REGULATIONS:

5. A 40' heavy planted landscape buffer shall be required along public roadways. Use of natural topography and preservation of existing vegetation, supplemented by new vegetation, if needed, may be substituted for the above requirements when found by Director to provide screening at the appropriate density, depth and height. Landscape shall be maintained for the life of the project. Photographic documentation shall be provided for City record prior to issuance of certificate of occupancy.

6. Separation from sensitive properties

- No data center building shall be located within 100' of a collector or local roadway. Site line studies shall be provided to confirm screening of equipment from adjacent roads and properties.
- The data center must be designed and built with noise mitigation such that noise levels at the property line during operation do not exceed those of the baseline study. Noise testing shall be required prior to issuance of a Certificate of Occupancy in order to ensure compliance with the most recently adopted noise ordinance. The data center operator must submit an annual third-party noise study to the city every year for the first seven years of operation. This study must demonstrate no increase in property line noise levels.
- Use and testing of backup generators (outside emergency use during outages) is limited to 9a.m. to 5p.m., and prior notification must be provided to the city, and posted on a public website announcing the time the generators will be in operation. Notice is required at least 48 hours prior to use or testing.