

Planning and Zoning Commission
Agenda
Tuesday, April 2, 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.
- F. Approval of the Meeting Minutes
 - 1. Approval of the March 2024- Regular Meeting Minutes
- G. Public Comments
- H. Old Business
 - 1. Use Permit
 - Applicant: Justin Giambalvo- RaceTrac Inc
 - Request review the allowance of a truck stop.
 - Parcel ID: 09F090100480751, 0 Fairburn Industrial Boulevard
- I. New Business
 - 1. Concept Plan
 - Applicant: Strack
 - Request to review the updated conceptual site plan.
 - Project Name: Strack Office Rebuild
 - Parcel ID: 09F090100480868], 105 Laser Industrial Court
 - 2. Rezoning
 - Applicant: Temple of Prayer
 - Request to rezone all the parcels from R-4 to O&I—Office Institutional Zoning District.
 - Parcel ID: 09F101000520370, 0 Green St., Parcel ID: 09F101000520354, Senoia Rd., Parcel ID: 09F101500470027, 163 Senoia Rd., Parcel ID: 09F101000520396, 228 Green St. Parcel ID: 09F101000520347, Senoia Rd., Parcel ID: 09F101500470019, 0 Green St.
 - 3. Text Amendment (*Applicant request to continue the item until the May Meeting*)
 - Applicant: Safeguard Landfill Management c/o Henry Bailey-
 - Text Amendment- Section 80-220(b)(11). The applicant requests to delete and replace Section 80-220(b)(11)
 - 4. Use Permit (*Applicant request to continue the item until the May Meeting*)
 - Applicant: Safeguard Landfill Management c/o Henry Bailey
 - Request the expansion of the C&D Landfill
 - Parcel ID: 07-260001540892, 7700 Roosevelt Hwy, Parcel ID: 07-260001350359, Bishop Rd
 - Parcel ID: 07-260001540736, Bishop Rd, Parcel ID: 07-260001540744, Bishop Rd, Parcel ID: 07-260001540751, Bishop Rd
 - Parcel ID: 07-290001551516, 6905 B Roosevelt Hwy, Parcel ID: 07-260001540876, Bishop Rd, Parcel ID: 07-290001551557, Roosevelt Hwy, Parcel ID: 07-290001551540, Roosevelt Hwy, Parcel ID: 07-290001551185, 7700 Bishop Rd
- J. Adjournment



Planning and Zoning Commission
Meeting Minutes

City Hall: 56 Malone Street,
Fairburn, GA 30213
Tuesday, March 5, 2024
7:00 p.m.

LaVone Deavers, 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 Chairwoman 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 James made a motion to approve the February 6, 2024, minutes. Commissioner Smith seconded.
THE MOTION CARRIED.
 - F. **Public Comments:**
 - 1. Chairwoman Deavers opened the floor to general, public comments.
 - 2. Chairwoman Deavers closed the floor to general, public comments.
 - G. **Old Business:** None.
 - H. **Public Hearing:** None.
 - I. **New Business:**
 - 1. **RaceTrac Truck Stop Use Permit**
Applicant: Justin Giambalvo
Address: 0 Fairburn Industrial Boulevard, Parcel ID: 09F090100480751
Request to continue the review of the use permit at the next meeting.
Commissioner James made a motion to **APPROVE**. Commissioner Echols seconded.
THE MOTION CARRIED.
 - 2. **New Living Word Church Preliminary Plat**
Applicant: Emmaline Soliz; William O'Neal
Address: 0 Senoia Road, Parcel ID: 09F100200471368
Request to review the preliminary 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. Chairwoman Deavers closed the floor to ask Staff questions and opened the floor to ask the applicant questions and address the Commission.
- c. Commissioner James asked if the plan for the place of worship was still happening and tonight is just about replatting. The applicant answered yes. They had to replat to meet City landscaping requirements.

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

THE MOTION CARRIED.

J. Staff Report:

1. Ms. Brookins discussed upcoming training sessions for the Commission.

K. Commissioner Comments: None.

L. Adjournment:

1. Commissioner Smith motioned to adjourn the public meeting at 7:08 pm. Commissioner Parker seconded.

THE MOTION CARRIED.



CITY OF FAIRBURN
PLANNING AND ZONING COMMISSION

AGENDA ITEM

To: Planning and Zoning Commission

From: Chancellor Felton, Planner

Date: March 5, 2024

Agenda Item: Justin Giambalvo – 0 Fairburn Industrial Boulevard [Parcel ID: 09F090100480751] – Request to review the allowance of a truck stop.

Agent/Applicant/Petitioner Information

Applicant: Justin Giambalvo, RaceTrac, Inc.

Property Owner: Suresh Jatia, Greenland Georgia, Inc.

Background

The site is located at 0 Fairburn Industrial Boulevard on the southeast corner of the intersection of Fairburn Industrial Boulevard and Howell Avenue. The site is currently zoned M-2 (Heavy Industrial) and is in the Highway 74 Overlay District. The site is approximately 16.97 acres.

Discussion

The applicant is proposing to be able to have a truck stop on their site. An accurate, up-to-date, and certified survey is included. They have also included a site plan.

The applicant formed a public participation plan. The applicant notified the property owners who were located within 1,000 feet of the site with a letter via the United States Postal Service of their intention to request the allowance of a truck stop on their site and to invite the property owners to their public participation meeting.

The applicant produced a public participation report. The applicant held a virtual public participation meeting on January 3, 2024, at 5:30 PM on Zoom. A total of 7 people were in attendance. In the words of the legal representative of the applicant, Harold Buckley, Jr:

“The public participation meeting was conducted promptly, as advertised, and the discussion went very well. Only one question was raised during the meeting. Nearby property owner and owner of Blackjack Paving (98 Howell Avenue), Brad Kaufman, sought and received from RaceTrac confirmation that RaceTrac was not proposing a truck stop at this location. After receiving that confirmation, Mr. Kaufman expressed his support for our proposed development because it would benefit his business by providing convenient fueling facilities for his commercial trucks.”

Use Permit Considerations

1. Whether the proposal use is consistent with the comprehensive land use plan adopted by the city council. *Staff finds that the proposed use is consistent with the 2040 Comprehensive Plan. The site is in the Office/Industrial Area and the appropriate use is Industrial. The appropriate zoning district in the Office/Industrial Area includes M-1.*
2. Compatibility with land uses and zoning districts in the vicinity of the property for which the use permit is proposed. *Staff finds that the proposed use is compatible with the surrounding land uses and zoning. The surrounding land uses are Office/Industrial and Town Center Mixed Use. Truck Stops/Terminals are an appropriate land use in Office/Industrial. The surrounding zoning districts are M-2. Truck Stops/Terminals are a permitted use listed in M-2.*
3. Whether the proposed use may violate local, state, and/or federal statutes, ordinances, or regulations governing land development. *The proposed use does not violate any local, state, and/or federal statutes, ordinances, or regulations governing land development. The applicant will be required to comply with all City of Fairburn regulations.*
4. The effect of the proposed use on traffic flow, vehicular and pedestrian, along adjoining streets. *Vehicular and pedestrian traffic flow should not be affected along Fairburn Industrial Boulevard or Howell Avenue. Traffic improvements are proposed for both Fairburn Industrial Boulevard and Howell Avenue. A Traffic Impact Study was not required as the use did not pass the threshold (of 175,000 square feet of development of Commercial Use or 500,000 square feet of development of Industrial Use).*
5. The location and number of off-street parking spaces. *Off-street parking is located on the site and there are a total of 30 parking spaces. There are two (2) accessible parking spaces.*
6. The amount and location of open space. *There are open spaces on the south and west sides of the site. The site has a total of 33% of open space. 30 percent is required.*
7. Protective screening. *Screening will be installed around any equipment and the dumpsters.*
8. Hours and manner of operation. *The truck stop will operate 24 hours a day, Sunday through Saturday.*
9. Outdoor lighting. *Outdoor lighting (building/wall-mounted and freestanding) will be directed downward and shielded from adjacent properties and Fairburn Industrial Boulevard and Howell Avenue.*
10. Ingress and egress to the property. *Two, two-lane access points will provide ingress and egress to the site from Fairburn Industrial Boulevard and Howell Avenue.*

Staff Recommendations

Staff recommends **APPROVAL** of the use permit with the following condition:

- Applicant must adhere to the supplemental regulations on truck terminals / truck stops per the Zoning Ordinance (Chapter 80 Zoning, Article IV Administrative Permits and Use Permits, Section 80-239 Truck Terminals/Truck Stops).



Attachments:

- Site Pictures
- Application
- Survey
- Legal Description
- Warranty Deed
- Letter of Intent
- Elevations
- Plans
- Public Participation Report
- Supplemental Regulations

SITE PICTURES



The south corner of Fairburn
Industrial Boulevard and Howell
Avenue



Southwest viewpoint

SITE PICTURES



Southeast viewpoint



APPLICATION FOR USE PERMIT

City of Fairburn
Community Development Department
26 W. Campbellton Street
Fairburn, GA 30213

Date Received: _____

USE PERMIT #: _____
(Office Use Only)

APPLICANT INFORMATION

Applicant Name: Justen Giambalvo - RaceTrac Inc.
Address: 200 Galleria Parkway SE, Suite 900, Atlanta GA 30339
Phone: (770) 431-7600 x 4526 Cell: _____ Fax: _____
Email Address: rcraven@racetrac.com

OWNER INFORMATION (If different from Applicant)

Owner Name: Suresh Jatia, Greenland Georgia, Inc.
Address: 4020 Charrwood Trce Marietta GA 30062
Phone: (770) 435-1100 Cell: _____ Fax: _____
Email Address: suresh@greenlandamerica.com

PROPERTY INFORMATION

Address: Intersection of Howell Ave and Fairburn Industrial Blvd Fairburn GA
Parcel ID#: 09F090100480751 Land Lot: _____ District: 25

SECTION I

USE PERMIT REQUEST

Office use only:
USE PERMIT CASE # _____ ROAD FRONTAGE: _____

Under the provisions of Chapter 80, Article IV of the Zoning Ordinance, application is hereby made to obtain a Use Permit as follows:

CURRENT ZONING: Heavy Industrial M-2

USE PERMIT REQUEST: Gas Station with Extended Diesel Option

SECTION II

OWNER/PETITIONER

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 states under oath that he/she is the owner of the property described in the attached legal description, which is made part of this application.

Suresh Jatia, Greenland Georgia, Inc.

TYPE OR PRINT OWNER'S NAME

4020 Charnwood Trce

ADDRESS

Marietta GA 30062

CITY & STATE ZIP CODE

OWNER'S SIGNATURE

suresh@greenlandamerica.com, rcraven@racetrac.com
EMAIL ADDRESS

Sworn to and subscribed before me this the

_____ Day of _____ 20____

NOTARY PUBLIC

PHONE NUMBER

PART 2. 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").

Harold Buckley Jr for Racetrac

TYPE OR PRINT PETITIONER'S NAME

2849 PACES FERRY RD, STE 700

ADDRESS

ATLANTA GA 30339

CITY & STATE ZIP CODE

Harold Buckley Jr

PETITIONER'S SIGNATURE

hbuckley@wbilegal.com
EMAIL ADDRESS

Sworn to and subscribed before me this the

4th Day of December 20 2020

NOTARY PUBLIC

PHONE NUMBER



SECTION V

ATTORNEY / AGENT

Check One: Attorney Agent

TYPE OR PRINT ATTORNEY / AGENT NAME

Harold Buckley Jr

SIGNATURE OF ATTORNEY / AGENT

Harold Buckley Jr

ADDRESS

2849 PACES FERRY ROAD, STE 700

CITY & STATE ZIP CODE

ATLANTA, GA 30339

hbuckley@wbilegal.com

EMAIL ADDRESS

770-803-3707

PHONE NUMBER

Susan Giambalvo

PETITIONER'S SIGNATURE

BY EXPRESS PERMISSION
HAROLD BUCKLEY, JR, ESQ

SECTION II

OWNER/PETITIONER

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 states under oath that he/she is the owner of the property described in the attached legal description, which is made part of this application.

Suresh Jatia, Greenland Georgia, Inc.
TYPE OR PRINT OWNER'S NAME

4020 Charrwood Trce
ADDRESS

Marietta GA 30062
CITY & STATE ZIP CODE

OWNER'S SIGNATURE
suresh@greenlandamerica.com
EMAIL ADDRESS

Sworn to and subscribed before me this the
_____ Day of _____ 20____

NOTARY PUBLIC

PHONE NUMBER

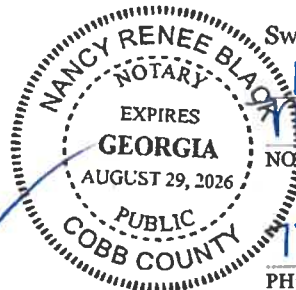
PART 2. Petitioner states under oath that: (1) he/she is the executor or Attorney-in-fact under a Power-of-Attorney for the owner (attach a copy of the Power-of-Attorney letter and type name above as "Owner"); (2) he/she has an option to purchase said property (attach a copy of the contract and type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

Max McBrayer
TYPE OR PRINT PETITIONER'S NAME

200 Galleria Parkway SE, Suite 900
ADDRESS

Atlanta GA 30339
CITY & STATE ZIP CODE

[Signature]
PETITIONER'S SIGNATURE
rcraven@racetrac.com
EMAIL ADDRESS



Sworn to and subscribed before me this the
15th Day of November 2023

Nancy Renee Black
NOTARY PUBLIC

170-431-7600 ext. 4101
PHONE NUMBER

SECTION V

ATTORNEY / AGENT

Check One: Attorney Agent

TYPE OR PRINT ATTORNEY / AGENT NAME

[Signature]
SIGNATURE OF ATTORNEY / AGENT

[Signature]
ADDRESS

2849 Paces Ferry Rd, Ste 700
CITY & STATE ZIP CODE
Atlanta GA 30339

hbuckley@whitegal.com
EMAIL ADDRESS

770-803-3707
PHONE NUMBER

[Signature]
PETITIONER'S SIGNATURE

Justen Giambalvo BY EXPRESS PERMISSION
Harold Buckley, Jr.



USE PERMIT CONSIDERATIONS

Applicant: Justen Giambalvo - RaceTrac Inc.

Analyze the impact of the proposed use permit with the following questions:

1. Whether the proposed use is consistent with the comprehensive land use plan adopted by the City Council? The proposed use of a gas station with extended diesel offering does not deviate from current zoning of Heavy Industrial M-2 and the 2035 comprehensive land use plan.
2. Compatibility with land uses and zoning districts in the vicinity of the property for which the use permit is proposed? The proposed use is in conformity with adjacent and nearby properties all zoned Heavy Industrial M-2. The subject property is surrounded by a mixture of commercial and industrial uses such as warehouses and storage buildings.
3. Whether the proposed use may violate local, state, and/or federal statutes, ordinances or regulations governing land development? The proposed development is subject to review for applicable regulations and guidelines and approval by local, state and federal agencies .
4. The effects of the proposed use on traffic flow, vehicular and pedestrian, along adjoining streets? The proposed development is not expected to generate additional hourly trips as it is not considered a destination and merely re-routing existing traffic and is proposing improvements along the city and state right of ways on Howell Ave and Fairburn Industrial blvd. As such it would improve vehicular and pedestrian flow along adjoining properties.
5. The location and number of off-street parking spaces? Parking is provided in front and right side of the building and by the front canopy. No parking is provided at the rear diesel canopy.
6. The amount and location of open spaces? The site plan indicates approximately 33% of the site area will be dedicated to open space.
7. Protective screening? Equipment stored outside would be screened from public view and streets. Dumpsters will be located away from public view with screening walls.
8. Hours and manner of operation? The convenience store is operational 24 hours a day, 7 days a week.

9. Outdoor lightning? _____
Building-mounted and freestanding exterior lighting in parking lots will be directed downward and lit from the outside perimeter inward with the light source screened and shielded from adjacent properties and from public rights-of-way.
10. Ingress and egress to the property? _____
The gas station will have two ingress/egress points, one on Howell Ave and one on Fairburn Industrial blvd.

Attach additional sheets as needed.

Supporting documents are attached at the end of this application.

PUBLIC PARTICIPATION PLAN

Applicant: RACETRAC, INC.

1. The following individuals (property owners within 500 feet of the property), homeowner's associations, political jurisdictions, other public agencies, etc., will be notified:

N/A

2. The individuals and others listed in 1. above will be notified of the requested rezoning/use permit using the following method(s): (e.g., letters, meeting notices, telephone calls, e-mails, etc.)

N/A

3. Individuals and others listed in 1. above will be allowed to participate in the following manner: (At least one meeting at a convenient time and location is required.)

N/A

Attach additional sheets as needed.

PUBLIC PARTICIPATION PLAN REPORT

Applicant: RACE TRAC, Inc. Petition No. _____

Date: _____

1. The following parties were notified of the requested rezoning/use permit:

N/A

2. The following meetings were held regarding this petition: (Include the date, time, and meeting location.)

N/A

3. The following issues and concerns were expressed:

N/A

4. The applicant's response to issues and concerns was as follows:

N/A

5. Applicants are required to attach copies of sign-in sheets from meetings as well as meeting announcements, i.e., notices, flyers, letters, and any other documentation which supports the opportunity for public input.

Attach additional sheets as needed.



DISCLOSURE REPORT

Office use only:
USE PERMIT PETITION #: _____ CITY COUNCIL MEETING DATE: _____

Within the (2) years immediately preceding the filing of this zoning petition have you, as the applicant, owner and/or opponent for the use permit petition, or an attorney or agent of the applicant or opponent for the use permit petition, made any campaign contributions aggregating \$250.00 or more or made gifts having an aggregate value of \$250.00 to a member of City Council.

CIRCLE ONE: YES NO

If the answer is YES, proceed to sections 1 through 4.
If the answer is NO, complete only section 4.

1. CIRCLE ONE: Party to Petition In Opposition to Petition

If party to petition, complete sections 2, 3, and 4 below.
If in opposition, proceed to sections 3 and 4 below.

2. List all individuals or business entities which have an ownership interest in the property which is the subject of this use permit petition: _____

3. CAMPAIGN CONTRIBUTIONS:

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

4. The undersigned acknowledges that this disclosure is made in accordance with the Official Code of Georgia, Section 36-67A-1 et. seq. Conflict of interest in zoning actions, and that the information set forth herein is true to the undersigned's best knowledge, information and belief.

Name (print) Suresh Jatia, Greenland Georgia, Inc.

Signature: Date: NOV 15 2023

| FEE SCHEDULE | |
|----------------------------|------------|
| USE PERMIT | \$500 each |
| PUBLIC HEARING SIGN | \$31 each |

Methods of payment: Cash, Money Order and Credit Cards (except American Express)

(MAKE CHECKS PAYABLE TO THE CITY OF FAIRBURN)

City to confirm total fee amount and Bohler will submit check

SITE PLAN CHECKLIST

Site plans for use permit petitions must be folded, drawn to scale, no larger than 30" x 42", and shall, at a minimum, include the following information:

| ITEM # | DESCRIPTION | CHECK √ |
|--------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------|
| 1 | An accurate, up-to-date and certified survey of the property | X |
| 2 | Name, address, phone number, and fax number of the owner, the developer and the designer who prepared the plan. | X |
| 3 | Vicinity map with North arrow showing the property in relation to the general area | X |
| 4 | Acreage of subject property | X |
| 5 | Location of land lot lines and identification of land lots | X |
| 6 | Existing, proposed new dedicated and future reserved rights-of-way of all streets, roads, and railroads adjacent to and on the subject property; Proposed streets on the subject site | X |
| 7 | Current zoning of the subject site with required and/or proposed setbacks and adjoining properties | X |
| 8 | Total are of the site, and the areas of the proposed to be devoted to impervious surfaces | X |
| 9 | Proposed off-site layout including buildings, drives, parking, walkways, landscaped-areas, tree save area, buffers, easements, utilities and any other features necessary to properly present the development | X |
| 10 | Layout and minimum lot size of proposed single-family residential lots | N/A |
| 11 | Topography on subject site | X |
| 12 | Required landscape strips, undisturbed buffers, and any other natural areas as required or proposed | X |
| 13 | Required and proposed parking spaces; Loading and unloading facilities | X |
| 14 | Wetlands, lakes, streams and other waters on the site and associated buffers including the 100 year flood-plain, if appropriate. | X |
| 15 | Proposed stormwater management facilities | X |
| 16 | Architectural elevations to show the intended architectural character of the proposed building and the nature of the materials to be used. | X |

Office use only:

Application reviewed by: _____

Staff signature: _____ Date: _____

Community Development/
Planning and Zoning

Staff printed name: _____

ALTA Survey

| LINE # | BEARING | DISTANCE |
|--------|-------------|----------|
| 11 | N43°20'17"E | 16.93 |
| 12 | N52°22'27"W | 71.47 |
| 13 | S43°20'17"E | 38.47 |
| 14 | N27°28'17"E | 71.49 |
| 15 | N72°17'37"E | 32.90 |

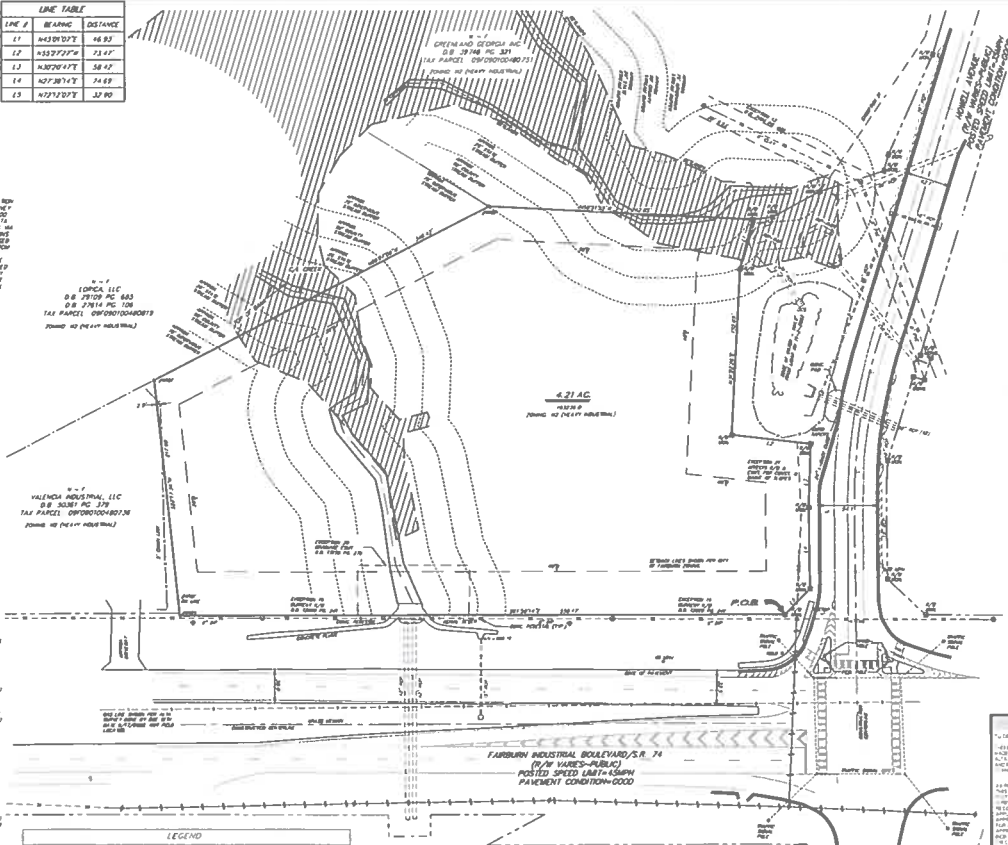
ITEMS TO BE REVIEWED BY THE ENGINEER:

- 1) HORIZONTAL, VERTICAL AND GRADE DATA
- 2) THE HORIZONTAL, VERTICAL AND GRADE DATA OF THE EXISTING AND PROPOSED DRIVEWAYS, DRIVEWAYS, SIDEWALKS, DRIVEWAYS AND DRIVEWAYS AS SHOWN ON THIS DRAWING.
- 3) THE HORIZONTAL, VERTICAL AND GRADE DATA OF THE EXISTING AND PROPOSED DRIVEWAYS, DRIVEWAYS, SIDEWALKS, DRIVEWAYS AND DRIVEWAYS AS SHOWN ON THIS DRAWING.
- 4) THE HORIZONTAL, VERTICAL AND GRADE DATA OF THE EXISTING AND PROPOSED DRIVEWAYS, DRIVEWAYS, SIDEWALKS, DRIVEWAYS AND DRIVEWAYS AS SHOWN ON THIS DRAWING.

ITEMS TO BE REVIEWED BY THE ENGINEER:

- 1) THE HORIZONTAL, VERTICAL AND GRADE DATA OF THE EXISTING AND PROPOSED DRIVEWAYS, DRIVEWAYS, SIDEWALKS, DRIVEWAYS AND DRIVEWAYS AS SHOWN ON THIS DRAWING.
- 2) THE HORIZONTAL, VERTICAL AND GRADE DATA OF THE EXISTING AND PROPOSED DRIVEWAYS, DRIVEWAYS, SIDEWALKS, DRIVEWAYS AND DRIVEWAYS AS SHOWN ON THIS DRAWING.
- 3) THE HORIZONTAL, VERTICAL AND GRADE DATA OF THE EXISTING AND PROPOSED DRIVEWAYS, DRIVEWAYS, SIDEWALKS, DRIVEWAYS AND DRIVEWAYS AS SHOWN ON THIS DRAWING.
- 4) THE HORIZONTAL, VERTICAL AND GRADE DATA OF THE EXISTING AND PROPOSED DRIVEWAYS, DRIVEWAYS, SIDEWALKS, DRIVEWAYS AND DRIVEWAYS AS SHOWN ON THIS DRAWING.

| AREA | OWNER | ADDRESS |
|--------|-------------------|---------------------------------------------------------------------------|
| AREA 1 | DELTA LOGICA, LLC | D.B. 23729 P.C. 643 D.B. 27044 P.C. 100 TAX PARCEL: 090000000000021 |
| AREA 2 | DELTA LOGICA, LLC | D.B. 23729 P.C. 643 D.B. 27044 P.C. 100 TAX PARCEL: 090000000000021 |
| AREA 3 | DELTA LOGICA, LLC | D.B. 23729 P.C. 643 D.B. 27044 P.C. 100 TAX PARCEL: 090000000000021 |



GENERAL NOTES:

- 1) ALL CONSTRUCTION SHALL BE IN ACCORDANCE WITH THE CITY OF FAIRBURN, GEORGIA, ORDINANCES AND SPECIFICATIONS.
- 2) THE ENGINEER HAS REVIEWED THE SURVEY AND FINDS IT TO BE ACCURATE AND SUFFICIENT FOR THE PURPOSES OF THIS PROJECT.
- 3) THE ENGINEER HAS REVIEWED THE SURVEY AND FINDS IT TO BE ACCURATE AND SUFFICIENT FOR THE PURPOSES OF THIS PROJECT.
- 4) THE ENGINEER HAS REVIEWED THE SURVEY AND FINDS IT TO BE ACCURATE AND SUFFICIENT FOR THE PURPOSES OF THIS PROJECT.
- 5) THE ENGINEER HAS REVIEWED THE SURVEY AND FINDS IT TO BE ACCURATE AND SUFFICIENT FOR THE PURPOSES OF THIS PROJECT.

| SYMBOL | DESCRIPTION |
|--------|-------------------------|
| D | POWER POLE |
| LP | LIGHT POLE |
| FM | FIRE HYDRANT |
| EM | EMERGENCY POWER MANHOLE |
| EM | EMERGENCY MANHOLE |
| EM | EMERGENCY MANHOLE |
| EM | EMERGENCY MANHOLE |
| EM | EMERGENCY MANHOLE |
| EM | EMERGENCY MANHOLE |
| EM | EMERGENCY MANHOLE |
| EM | EMERGENCY MANHOLE |
| EM | EMERGENCY MANHOLE |

EXISTING UTILITIES:

- D.B. 23729 P.C. 271
- D.B. 23729 P.C. 272
- D.B. 23729 P.C. 273
- D.B. 23729 P.C. 274
- D.B. 23729 P.C. 275
- D.B. 23729 P.C. 276
- D.B. 23729 P.C. 277
- D.B. 23729 P.C. 278
- D.B. 23729 P.C. 279
- D.B. 23729 P.C. 280

CLIENT'S NOTES:

GREENLAND GEORGIA ROAD, S/R. 74 (R/W. 40' WIDE - PUBLIC)

POSTED SPEED LIMIT 45 MPH

FAIRBURN INDUSTRIAL BOULEVARD, S/R. 74 (R/W. 40' WIDE - PUBLIC)

SURVEYOR'S CERTIFICATION

I, the undersigned, being a duly licensed Surveyor in the State of Georgia, do hereby certify that I am the Surveyor of the within and foregoing survey, and that the same is true and correct as shown on the attached drawings and reports.

Jeff Bernette Smith

3491

GASKINS LECRAW

3021 N. W. 10th St. Fairburn, GA 30204
770-487-1111

REVISIONS

| NO. | DATE | DESCRIPTION |
|-----|------|-------------|
| | | |
| | | |

ALABAMA LAND TITLE SURVEY CO. INC.

DEL LAGO VENTURES, INC. & FIDELITY NATIONAL TITLE INSURANCE COMPANY

FAIRBURN INDUSTRIAL BOULEVARD
LAND LOT 44, DISTRICT 4, CITY OF FAIRBURN, FULTON COUNTY, GEORGIA

CALL BEFORE YOU DIG

811

Know where you dig. Call before you dig.

SCALE 1" = 40'

SURVEY INFO

DATE: 08/23/11
PROJECT: 112703
SHEET: 1 OF 1

1 OF 1

Legal Description

SURVEYED PROPERTY DESCRIPTION

ALL THAT TRACT OR PARCEL OF LAND LYING AND BEING IN LAND LOT 48, DISTRICT 9-F, CITY OF FAIRBURN, FULTON COUNTY, GEORGIA, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A RIGHT-OF-WAY MONUMENT FOUND AT THE NORTHEAST MITERED CORNER OF THE INTERSECTION OF THE EASTERLY RIGHT-OF-WAY OF HOWELL AVENUE (R/W VARIES) AND THE SOUTHERLY RIGHT OF WAY OF FAIRBURN INDUSTRIAL BOULEVARD (S.R. 74) (R/W VARIES), SAID POINT BEING THE POINT OF BEGINNING;

THENCE ALONG THE SOUTHERLY RIGHT OF WAY OF FAIRBURN INDUSTRIAL BOULEVARD (S.R. 74) SOUTH 61 DEGREES 50 MINUTES 14 SECONDS EAST 556.17 FEET TO A #4 REBAR SET;

THENCE LEAVING SAID RIGHT OF WAY SOUTH 22 DEGREES 17 MINUTES 34 SECONDS WEST 217.60 FEET TO A #4 REBAR FOUND;

THENCE NORTH 89 DEGREES 07 MINUTES 09 SECONDS WEST 346.42 FEET TO A #4 REBAR FOUND;

THENCE NORTH 58 DEGREES 51 MINUTES 55 SECONDS WEST 242.85 FEET TO A RIGHT-OF-WAY MONUMENT FOUND ON THE EASTERLY RIGHT-OF-WAY OF HOWELL AVENUE;

THENCE ALONG SAID RIGHT-OF-WAY NORTH 43 DEGREES 01 MINUTES 07 SECONDS EAST 46.93 FEET TO A RIGHT-OF-WAY MONUMENT FOUND;

THENCE CONTINUING ALONG SAID RIGHT-OF-WAY NORTH 31 DEGREES 22 MINUTES 26 SECONDS EAST 152.65 FEET TO A RIGHT-OF-WAY MONUMENT FOUND;

THENCE NORTH 55 DEGREES 27 MINUTES 27 SECONDS WEST 73.47 FEET TO A RIGHT-OF-WAY MONUMENT FOUND;

THENCE NORTH 30 DEGREES 20 MINUTES 47 SECONDS EAST 58.42 FEET TO A RIGHT-OF-WAY MONUMENT FOUND;

THENCE NORTH 27 DEGREES 38 MINUTES 14 SECONDS EAST 74.69 FEET TO A RIGHT-OF-WAY MONUMENT FOUND;

THENCE NORTH 72 DEGREES 12 MINUTES 07 SECONDS EAST 32.90 FEET TO A RIGHT-OF-WAY MONUMENT FOUND, SAID POINT BEING THE POINT OF BEGINNING;

SAID TRACT BEING 4.21 ACRES, 183,236 SQUARE FEET, MORE OR LESS.

Warranty Deed

GEORGIA, Fulton County, Clerk's Office Superior Court

Filed & Recorded, DEC 11 1987 at 4:10

Wendy J. Luce CLERK

GENERAL WARRANTY DEED

Fulton County, Georgia
Book & Page: 300
Date: DEC 11 1987
S.P. 53A
Clerk's Office
By: Wendy Luce
Clerk

STATE OF GEORGIA
COUNTY OF FULTON

THIS INDENDURE, made as of this 10th day of December, 1987, between NORTHBROOK CORPORATION, a Georgia corporation, as party of the first part (hereinafter referred to as "Grantor"), and GREENLAND (GEORGIA), INC.; a Georgia corporation, as party of the second part (hereinafter referred to as "Grantee").

W I T N E S S E T H:

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 and conveyed and by these presents does grant, bargain, sell and convey unto the Grantee, its successors, and assigns all that tract or parcel of land described in Exhibit "A" attached hereto and subject to those items described in Exhibit "B" attached hereto (the "Permitted Exceptions").

TO HAVE AND TO HOLD the said bargained premises, together with all and singular rights, members and appurtenances thereof, to the only proper use, benefit and behoof of Grantee forever IN FEE SIMPLE.

And Grantor will warrant and forever defend the right and title to the above described property unto Grantee against the lawful claims of all persons whomsoever, except for claims arising under the Permitted Exceptions.

IN WITNESS WHEREOF, Grantor has hereunto set its hand and affixed its seal the day and year first above written.

Signed, sealed and delivered in the presence of:

NORTHBROOK CORPORATION, a Georgia corporation

Charles Benedict
Unofficial Witness

BY: *Ralph L. Eskew*
RALPH L. ESKEW, President

Colleen S. Vonbrock
Notary Public

[AFFIX CORPORATE SEAL]

My commission expires:

[NOTARIAL SEAL]
Notary Public, Georgia, State at Large
My Commission Expires Feb. 20, 1989



10-T-164(A)

EXHIBIT "A"

ALL THAT TRACT OR PARCEL OF LAND lying and being in Land Lot 48 of the 9-F District of Fulton County, Georgia and being more particularly described as follows:

BEGINNING at a point on the southwesterly right-of-way of Georgia State Highway No. 74 (a 100-ft. right-of-way), which point is located 582.9 feet northwesterly from the intersection of the southwesterly side of Georgia State Highway No. 74 and the line dividing Land Lots 47 and 48; running thence south 24 degrees 11 minutes 13 seconds west 293.48 feet to a point; running thence north 87 degrees 32 minutes 52 seconds west 351.9 feet to a point; running thence south 28 degrees 57 minutes 58 seconds east 623.1 feet to a point located on the line dividing Land Lots 31 and 48; running thence north 88 degrees 27 minutes 13 seconds west along said land lot line 669.2 feet to an iron pin found; running thence north 50 degrees 28 minutes west 536.2 feet to a point; running thence north 46 degrees 15 minutes 10 seconds east 1038.52 feet to a point located on the southwesterly right-of-way of said Georgia State Highway No. 74; running thence south 60 degrees 54 minutes 48 seconds east along said right-of-way 575.28 feet to a point and the POINT OF BEGINNING, said property consisting of 16.97 acres as depicted on Plat for Greenland (Georgia), Inc., dated October 22, 1987 by Steed & Boyd Land Surveyors.

RE

EXHIBIT "B"

PERMITTED EXCEPTIONS

1. Express Easement dated December 23, 1986, by Northbrook Corporation, to William D. Reeves and David W. Porter filed and recorded January 16, 1987, in Deed Book 10576, Page 090, aforesaid Records, for purposes of constructing a sewer line to connect onto County sanitary sewer system, said easement to be 30-feet in width through the period of construction, and upon completion, said easement will be 10-feet width.
2. Right-of-way dated December 30, 1975, from Verdun Land Company, Nominee to Fulton County, recorded on January 8, 1976, in Deed Book 6408, Pages 122 through 127, inclusive, aforesaid Records.
3. Matters disclosed on Plat of Survey for Greenland (Georgia), Inc., delineated by Steed & Boyd Land Surveyors, dated October 22, 1987, discloses the following:
 - (a) a sewer line with manholes crossing the caption property;
 - (b) a 20-foot sanitary sewer easement entering caption from the northwesterly boundary thereof connecting to aforesaid sewer line in (a) hereof;
 - (c) Informational Note on said plat reveals that this plat was taken from a survey of December 6, 1985, revised December 5, 1986. According to Surveyor's Report, Joseph W. Steed, Jr., certifies that a careful inspection was again performed on December 5, 1986, and said Surveyor states that no encroachments are evident; and that a "Lake was on the site at one time, but has been drained"; and a sanitary sewer as shown on plat. Exception is taken to any other facts which should be certified by an up-to-date Surveyor's Report subsequent to December 5, 1986.

Rice

Letter of Intent

11/13/23

Parcel ID# 09F090100480751
Intersection of Fairburn Industrial Blvd and Howell Ave.
Fairburn, GA 30213

City of Fairburn
Community Development Department / Planning and Zoning
Fairburn City Hall, 56 Malone Street, Fairburn, GA 30291

RE: Letter of Intent - Use Permit Application

The project site is located at the southwest quadrant of the intersection at Fairburn Industrial blvd and Howell Ave which is zoned heavy industrial M-2. The proposed single-tenant commercial development will include a 6,008 square-foot building, a front and a rear gas canopy with associated driveways, parking, utilities, and landscaping. The site has two points of ingress/egress, one on Fairburn Industrial blvd and one on Howell Ave. Stormwater detention is proposed on site via an underground system. The building will have an all brick front façade and majority brick or stone on the side and rear elevations. The dumpster will have screening brick walls on three sides with a lockable solid gate in the front. The hours of operation will be 24 hours, 7 days a week. There will be exterior patio tables and seating provided on one side of the building.

Architectural Elevations & Renderings



Race Trac
 1100 North ...
 5000 Peachtree Pike
 Suite 200
 Atlanta, GA 30306
 770.462.3070

PROFESSIONAL SEAL

IFRR
 INTERIOR FINISHES & RESTORATION
 ARCHITECTURE & ENGINEERING

1100 North ...
 5000 Peachtree Pike
 Suite 200
 Atlanta, GA 30306
 770.462.3070

Race Trac
 PROJECT NAME
FAIRBURN EDO

FAIRBURN, GA
 9 FAIRBURN INDUSTRIAL DRIVE
 FAIRBURN, GA 30213

EXTERIOR MATERIAL SCHEDULE

| | | | |
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| 1 | WOOD | PAINTED BRICK | PAINTED BRICK |
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| 100 | WOOD | PAINTED BRICK | PAINTED BRICK |

PROFESSIONAL SEAL

IFRR
 INTERIOR FINISHES & RESTORATION
 ARCHITECTURE & ENGINEERING

1100 North ...
 5000 Peachtree Pike
 Suite 200
 Atlanta, GA 30306
 770.462.3070

PROJECT NUMBER
 22-727

SHEET TITLE
 EXTERIOR ELEVATIONS

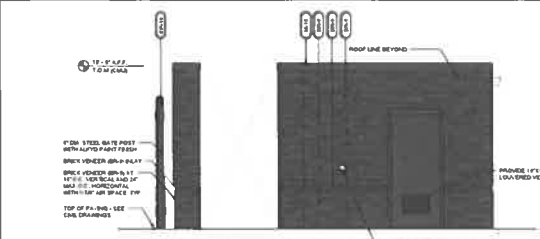
SHEET NUMBER
A300





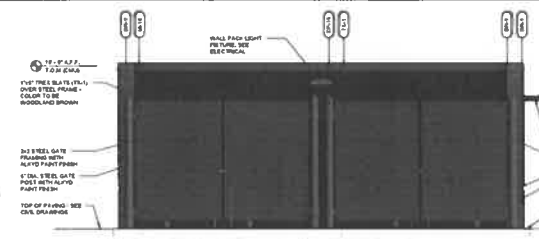






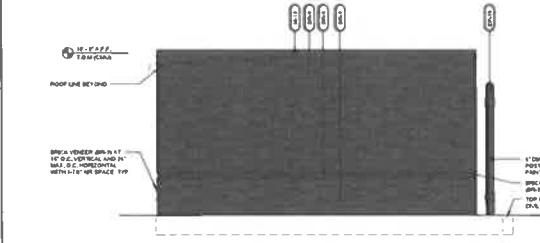
4 DUMPSTER ENCLOSURE RIGHT ELEVATION
18' 0" x 17' 0"

| ITEM | QUANTITY | % TOTAL SF |
|--------|----------|------------|
| BRICK | 12 | 75% |
| MORTAR | 4 | 25% |
| PAINT | 1 | 1% |
| GLASS | 4 | 2% |
| WOOD | 1 | 1% |



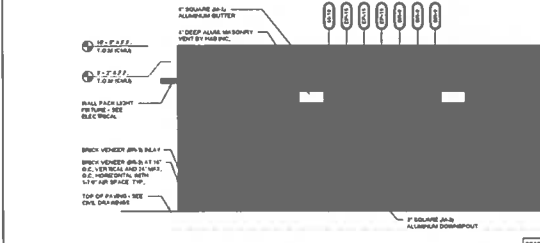
5 DUMPSTER ENCLOSURE FRONT ELEVATION
18' 0" x 17' 0"

| ITEM | QUANTITY | % TOTAL SF |
|--------|----------|------------|
| BRICK | 12 | 75% |
| MORTAR | 4 | 25% |
| PAINT | 1 | 1% |
| GLASS | 4 | 2% |
| WOOD | 1 | 1% |



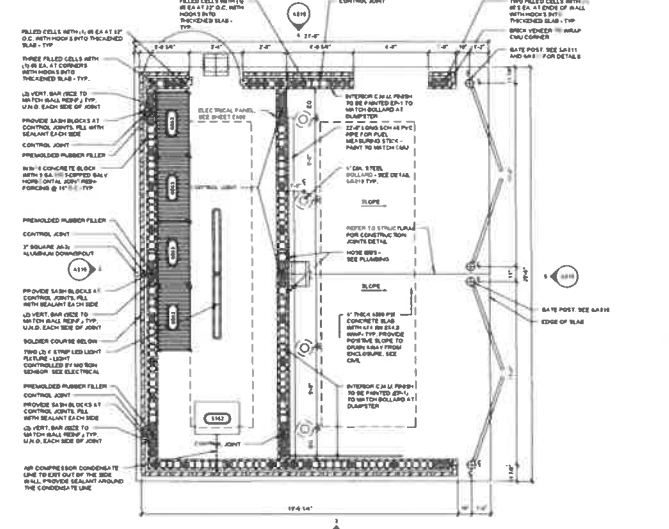
3 DUMPSTER ENCLOSURE LEFT ELEVATION
18' 0" x 17' 0"

| ITEM | QUANTITY | % TOTAL SF |
|--------|----------|------------|
| BRICK | 12 | 75% |
| MORTAR | 4 | 25% |
| PAINT | 1 | 1% |
| GLASS | 4 | 2% |
| WOOD | 1 | 1% |



2 DUMPSTER ENCLOSURE REAR ELEVATION
18' 0" x 17' 0"

| ITEM | QUANTITY | % TOTAL SF |
|--------|----------|------------|
| BRICK | 12 | 75% |
| MORTAR | 4 | 25% |
| PAINT | 1 | 1% |
| GLASS | 4 | 2% |
| WOOD | 1 | 1% |



1 DUMPSTER ENCLOSURE PLAN
18' 0" x 17' 0"

| ID | MANUF. | MATERIAL | COMMENTS |
|--------|---------|------------------|-------------------|
| BRICK | GENERAL | 1/2" SOLID BRICK | UNSATURATED BROWN |
| MORTAR | GENERAL | TYPE S | UNSATURATED BROWN |
| PAINT | GENERAL | EXTERIOR | UNSATURATED BROWN |
| GLASS | GENERAL | 1/2" CLEAR | UNSATURATED BROWN |
| WOOD | GENERAL | 2" x 4" S4S | UNSATURATED BROWN |

RaceTrac
2000 Fairburn Rd.
Fairburn, GA 30208
770.462.9559

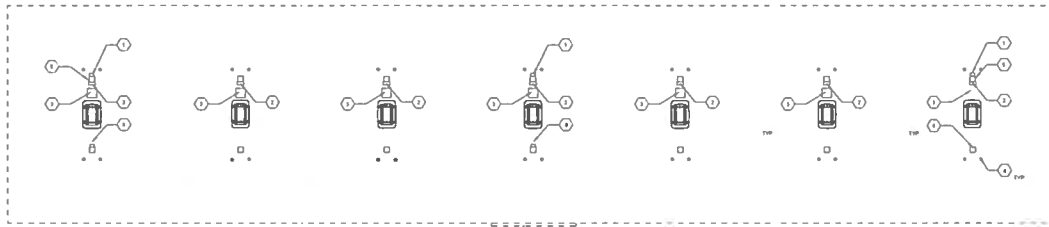
Professional Seal
RACE TRAC ENGINEERING, INC.
STATE OF GEORGIA
NO. 00000000

| NO. | DESCRIPTION | DATE |
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RaceTrac
2000 Fairburn Rd.
Fairburn, GA 30208
770.462.9559

Professional Seal
RACE TRAC ENGINEERING, INC.
STATE OF GEORGIA
NO. 00000000

PROJECT NUMBER: 2372420
SHEET TITLE: DUMPSTER ENCLOSURE ELEVATIONS
SHEET NUMBER: A010



4 CANOPY PLAN
1/8" = 1'-0"



2 CANOPY FRONT ELEVATION
1/8" = 1'-0"



1 CANOPY ELEVATION
1/8" = 1'-0"

SHEET KEYNOTES

1. REFER TO DRAWING FOR DIMENSIONS AND MATERIALS LIST.
2. REFER TO DRAWING FOR DIMENSIONS AND MATERIALS LIST.
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FUEL CANOPY FINISH SCHEDULE

| ID | MARKUP | MATERIAL | COMMENTS |
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| 1 | | | |
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| 3 | | | |
| 4 | | | |
| 5 | | | |
| 6 | | | |
| 7 | | | |

STANDARD CANOPY FASCIA COLOR SPECIFICATION CHART

| COLOR | MANUFACTURER | STANDARD COLOR SPECIFICATION |
|-----------------|--------------|------------------------------|
| BLACK | ALUMINUM | ALUMINUM |
| WHITE | ALUMINUM | ALUMINUM |
| RED | ALUMINUM | ALUMINUM |
| BLUE | ALUMINUM | ALUMINUM |
| GREEN | ALUMINUM | ALUMINUM |
| YELLOW | ALUMINUM | ALUMINUM |
| PURPLE | ALUMINUM | ALUMINUM |
| BROWN | ALUMINUM | ALUMINUM |
| GREY | ALUMINUM | ALUMINUM |
| SILVER | ALUMINUM | ALUMINUM |
| GOLD | ALUMINUM | ALUMINUM |
| COPPER | ALUMINUM | ALUMINUM |
| BRASS | ALUMINUM | ALUMINUM |
| STEEL | ALUMINUM | ALUMINUM |
| ZINC | ALUMINUM | ALUMINUM |
| ALUMINUM | ALUMINUM | ALUMINUM |
| STAINLESS STEEL | ALUMINUM | ALUMINUM |
| PAINT | ALUMINUM | ALUMINUM |
| GLASS | ALUMINUM | ALUMINUM |
| PLASTIC | ALUMINUM | ALUMINUM |
| WOOD | ALUMINUM | ALUMINUM |
| CONCRETE | ALUMINUM | ALUMINUM |
| BRICK | ALUMINUM | ALUMINUM |
| STONE | ALUMINUM | ALUMINUM |
| ROOFING | ALUMINUM | ALUMINUM |
| INSULATION | ALUMINUM | ALUMINUM |
| WALLS | ALUMINUM | ALUMINUM |
| FLOORS | ALUMINUM | ALUMINUM |
| CEILING | ALUMINUM | ALUMINUM |
| MECHANICAL | ALUMINUM | ALUMINUM |
| ELECTRICAL | ALUMINUM | ALUMINUM |
| PLUMBING | ALUMINUM | ALUMINUM |
| MECHANICAL | ALUMINUM | ALUMINUM |
| ELECTRICAL | ALUMINUM | ALUMINUM |
| PLUMBING | ALUMINUM | ALUMINUM |
| MECHANICAL | ALUMINUM | ALUMINUM |
| ELECTRICAL | ALUMINUM | ALUMINUM |
| PLUMBING | ALUMINUM | ALUMINUM |

PROFESSIONAL SEAL

PROJECT NUMBER
23.774.70

SHEET TITLE
FUEL CANOPY ELEVATIONS

SHEET NUMBER
C100

RaceTrac
THIS PLAN AND SPECIFICATIONS ARE THE PROPERTY OF RACE TRAC. NO PART OF THIS PLAN OR SPECIFICATIONS MAY BE REPRODUCED OR TRANSMITTED IN ANY FORM OR BY ANY MEANS, ELECTRONIC OR MECHANICAL, INCLUDING PHOTOCOPYING, RECORDING, OR BY ANY INFORMATION STORAGE AND RETRIEVAL SYSTEM, WITHOUT THE WRITTEN PERMISSION OF RACE TRAC.

HFR
HFR FLOYD & ASSOCIATES
ARCHITECTURE & ENGINEERING
3800 HOWELL AVE. SUITE 200
FAIRBURN, GA 30209
770.462.9858

REVISIONS

| NO. | DATE | DESCRIPTION |
|-----|------|-------------|
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RaceTrac
3800 HOWELL AVE. SUITE 200
FAIRBURN, GA 30209
770.462.9858

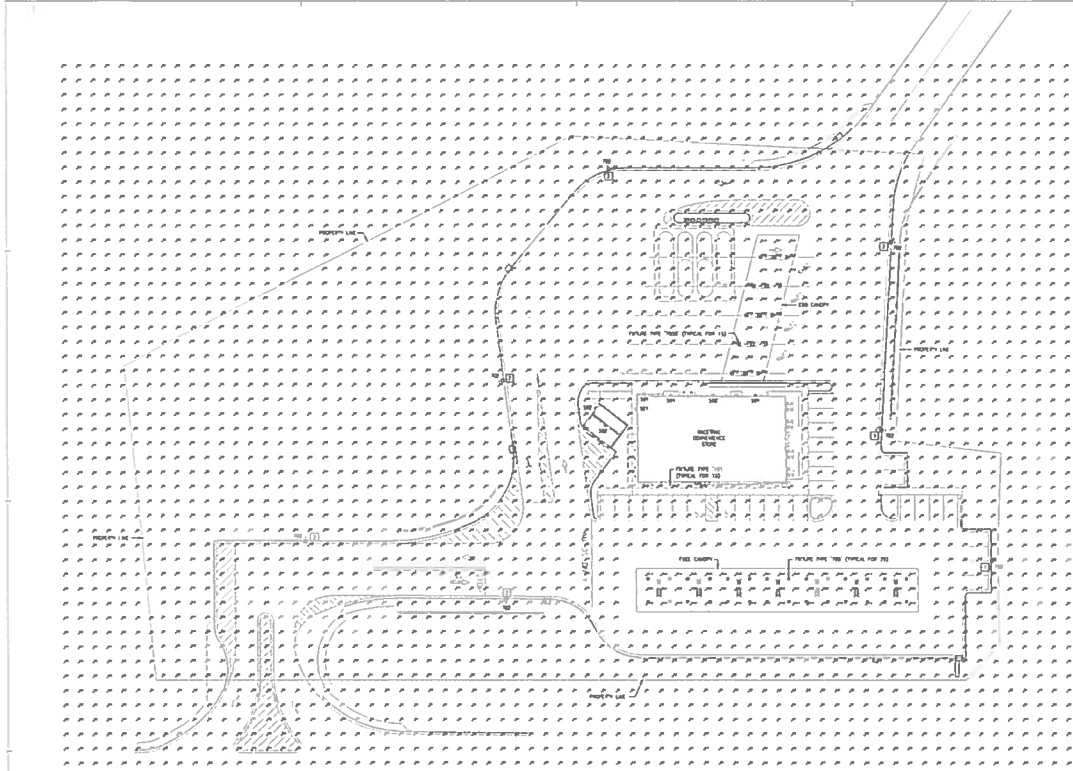
PROJECT NAME
FAIRBURN EDO

FAIRBURN INDUSTRIAL @ HOWELL AVE FAIRBURN, GA

RACE TRAC STORE NUMBER
1656

PROJECTIVE NUMBER S.E.R. S.R.
2023 RM 000

PLAN IDENTIFICATION NUMBER
SPS 001, 005 DATE: 06/20/23



SITE PHOTOMETRY PLAN
SCALE: 1" = 20'-0"

GENERAL NOTES
 1. ALL DIMENSIONS UNLESS NOTED OTHERWISE ARE IN FEET AND INCHES TO THE NEAREST 1/8".

KEYED NOTES
 (1) LUMINAIRE AREA: 120" x 120" x 120" W/5 LUMINAIRE: FOLE 5003
 (2) LUMINAIRE AREA: 120" x 120" x 120" W/5 LUMINAIRE: FOLE 5003

STATISTICS

| Category | Area | Per | Total | Per | Total |
|-------------|------|------|-------|------|-------|
| Building | 0 | 0.0% | 0.0% | 0.0% | 0.0% |
| Site | 0 | 0.0% | 0.0% | 0.0% | 0.0% |
| Other | 0 | 0.0% | 0.0% | 0.0% | 0.0% |
| Grand Total | 0 | 0.0% | 0.0% | 0.0% | 0.0% |

LUMINAIRE SCHEDULE

| Symbol | Area | Quantity | Area | Area | Area | Area |
|----------|------|----------|------|------|------|------|
| [Symbol] | 1 | 1 | 1 | 1 | 1 | 1 |
| [Symbol] | 1 | 1 | 1 | 1 | 1 | 1 |
| [Symbol] | 1 | 1 | 1 | 1 | 1 | 1 |
| [Symbol] | 1 | 1 | 1 | 1 | 1 | 1 |

RacoTrac
 CONSULTING ENGINEERS
 1500 W. BURNING WOOD DRIVE
 FAIRBURN, GA 30209



REVISION RECORD

| NO. | DATE | DESCRIPTION |
|-----|------|-------------|
| | | |
| | | |
| | | |

RacoTrac
 CONSULTING ENGINEERS
 1500 W. BURNING WOOD DRIVE
 FAIRBURN, GA 30209

PROJECT NAME
FAIRBURN EFC EDO

FAIRBURN, GEORGIA
 4 FARMHOUSE INDUSTRIAL BLVD
 FAIRBURN, GA 30209
 RACOTRAC CONSULTING ENGINEERS
 1656
 PHOTO TYPE SERIES
 2020 AH MD XXXX
 PLAN INFORMATION NOTES
 SP 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18, 19, 20, 21, 22, 23, 24, 25, 26, 27, 28, 29, 30, 31, 32, 33, 34, 35, 36, 37, 38, 39, 40, 41, 42, 43, 44, 45, 46, 47, 48, 49, 50, 51, 52, 53, 54, 55, 56, 57, 58, 59, 60, 61, 62, 63, 64, 65, 66, 67, 68, 69, 70, 71, 72, 73, 74, 75, 76, 77, 78, 79, 80, 81, 82, 83, 84, 85, 86, 87, 88, 89, 90, 91, 92, 93, 94, 95, 96, 97, 98, 99, 100



PROJECT NUMBER
 25727

SHEET TITLE
SITE PHOTOMETRY PLAN

SHEET NUMBER
SP-1

Redacted Contract

REAL ESTATE PURCHASE CONTRACT

THIS REAL ESTATE PURCHASE CONTRACT (this "Contract") is by and between DEL LAGO VENTURES, INC., a Georgia corporation ("Purchaser") and GREENLAND GEORGIA, INC., a Georgia corporation ("Seller"). In consideration for the mutual covenants herein contained, for Ten Dollars (\$10.00) and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Purchaser and Seller hereby agree as follows:

1. **CONTRACT PROPERTY.** Purchaser agrees to buy and Seller agrees to sell, for the consideration and upon the terms set forth herein, the real property containing approximately 4.122 acres and located in the State of Georgia, County of Fulton, and further described in Exhibit A attached hereto, together with all improvements and fixtures now located thereon and all appurtenances, rights, privileges, and easements benefiting or pertaining thereto (collectively, the "Contract Property").

2. **PURCHASE PRICE.** The purchase price for the Contract Property shall be _____ (the "Purchase Price"), payable by cash or certified funds at Closing (defined below).

3. **EARNEST MONEY.** Purchaser shall deliver to the Title Company _____ as Earnest Money (the "Earnest Money") within ten (10) business days after the Contract Date (defined below). At the time the sale is consummated, the Earnest Money shall either be: (i) applied as part payment of the Purchase Price, or (ii) refunded to Purchaser, in which case Purchaser shall pay the entire Purchase Price (less any adjustments as provided herein) at Closing. Purchaser shall have the exclusive right to choose option (i) or (ii), in Purchaser's sole discretion. Any interest earned on the investment of the Earnest Money by the Title Company shall be paid to Purchaser. If the sale is not consummated due to Purchaser's default, Seller shall receive the Earnest Money as full liquidated damages and Purchaser shall be relieved from all further liability and obligations hereunder other than the Surviving Obligations (as defined herein). If the sale is not consummated for any other reason, then, subject to the terms of Paragraphs 5(a) and (b) below, the Earnest Money shall be immediately returned to Purchaser upon written request to the Title Company and without further direction of Seller, less one dollar (\$1.00), which shall be paid to Seller as present, good and valuable consideration for the rights granted Purchaser pursuant to Paragraph 5.

4. **CLOSING.** The closing of the sale of the Contract Property shall be held at a time and place mutually acceptable to Purchaser and Seller within thirty (30) days following the expiration of the Permit Period as set forth in Paragraph 5 below (the "Closing"). At Closing, Seller shall convey fee simple title by Limited Warranty Deed ("Deed") in a form acceptable to Purchaser, and the Contract Property shall be unoccupied and free of any right of possession by any party other than Purchaser and shall be free and clear of all liens, encumbrances, easements and restrictions of every nature and description other than the Permitted Exceptions (as hereinafter defined).

5. **FEASIBILITY PERIOD; PERMIT PERIOD.** (a) Purchaser shall have a period commencing on the Contract Date and ending ninety (90) days thereafter (such period the "Feasibility Period") to complete an investigation of the Contract Property (and any related easements) to determine the suitability thereof. Purchaser is hereby authorized to enter upon the Contract Property and Seller's adjacent property for the purpose of making such surveys, examinations and tests, including (but not limited to) environmental tests, investigation of wetlands, title, zoning and all other matters incidental to the condition, ownership or use of such property, each as Purchaser may determine to be necessary or desirable (collectively, the "Tests"). Purchaser shall indemnify Seller and hold it harmless against any loss, cost or damage incurred as a result of such entry upon the Contract Property by Purchaser or its agents, which indemnity shall survive termination or closing of this Contract ("Surviving Obligations"); provided, however, such obligations shall not apply to the extent of Seller's negligence or to Purchaser discovering the condition (including without limitation, the environmental condition) of the Contract Property. Seller shall cooperate with Purchaser so as to allow Purchaser to fully and properly conduct the Tests. Purchaser may extend the Feasibility Period for ninety (90) days by delivering to the Title Company _____ (the "Extension Earnest Money"). The Extension Earnest Money shall be applicable to the Purchase Price and shall be added to and considered part of the Earnest Money; provided, however, the Extension Earnest Money shall be non-refundable to Purchaser, except in the event (a) of Seller's default, (b) Seller agrees (or is expressly required) to cure title or survey objections pursuant to the terms of Paragraph 6 below and thereafter fails to do so, or (c) Purchaser is entitled to the Earnest Money pursuant to Paragraph 11R below. Purchaser shall have the absolute right to terminate this Contract for any reason or no reason whatsoever, including but not limited to condition of title, at any time prior to the end of the Feasibility Period (as the same may be extended) by delivering written notice to Seller and the Title Company, in which event the Title Company shall immediately, and without further direction or confirmation from Seller, return all Earnest Money to Purchaser, provided that, if Purchaser has extended the Feasibility Period as set forth above, the Extension Earnest Money shall be paid to Seller. Upon the expiration of the Feasibility Period, provided Purchaser has not terminated this Contract, Purchaser shall deposit _____ (the "Continuation Earnest Money") with the Title Company. The Continuation Earnest Money shall be applicable to the Purchase Price and shall be added to and considered part of the Earnest Money; provided, however, the Continuation Earnest Money shall be non-refundable to Purchaser, except in the event (a) of Seller's default, (b) Seller agrees (or is expressly required) to cure title or survey objections pursuant to the terms of Paragraph 6 below and thereafter fails to do so, (c) Purchaser is unable to obtain its wetlands and related permits, and GDOT and local jurisdiction access permits, (d) an express condition to Purchaser's obligation to close is not satisfied due to no fault of Purchaser, or (e) Purchaser is entitled to the refund of the Earnest Money pursuant to Paragraph 11R below or Paragraph 4 of Rider No. 1.

(b) Purchaser shall have a period of ninety (90) days after the expiration of the Feasibility Period (the "Permit Period") to obtain all governmental permits and approvals necessary to allow Purchaser to construct and operate a twenty-four hour motor fuel station and/or convenience store on the Contract Property using Purchaser's most favored design, allowing the sale of beer and wine and the operation of a fast food outlet (collectively, the "Permits"). A Permit shall not be considered final until the expiration of all appeal periods and the satisfactory resolution of all appeals, if any. Purchaser, as Seller's agent, is authorized to execute any applications or other documents required to obtain the Permits. Provided Purchaser is diligently pursuing Permits, Purchaser may extend the Permit Period by an additional ninety (90) days by providing written notice thereof to Seller and delivering to the Title Company the sums of (i) _____ which shall be applicable to the Purchase Price and treated in the same manner as the

Seller: _____
Initials: Purchaser: *ES*

Continuation Earnest Money would be treated pursuant to Paragraph 5(a) above, and (ii) [REDACTED] shall be applicable to the Purchase Price and treated in the same manner as the Extension Earnest Money would be treated pursuant to Paragraph 5(a) above. Purchaser shall have the absolute right to terminate this Contract if Purchaser is unable to obtain the Permits, on terms and conditions acceptable to Purchaser in its sole discretion, at any time prior to the end of the Permit Period by delivering written notice to Seller, in which event the Title Company shall immediately, and without further direction or confirmation from Seller, return all Earnest Money (except for the Extension Earnest Money, if applicable, which shall be paid to Seller) to Purchaser (subject to the immediately preceding sentence and the last sentence of Paragraph 5(a) above).

6. TITLE AND SURVEY.

A. Purchaser shall obtain, at Purchaser's expense, a complete current certified survey of the Contract Property and Seller's adjacent property and any related easements, in a form acceptable to Purchaser, which shall contain a legal description of the Contract Property, which description shall be used in the conveyance document(s). Purchaser shall provide a draft of such survey for Seller's reasonable approval within the first ninety (90) days of the Feasibility Period, which survey boundaries shall be used in connection with the plat referenced in Section 8(c) hereof. In the event the legal description set forth on the survey differs from the legal description contained in Seller's vesting deed, Seller may use its vesting deed legal description in the Deed provided that Seller additionally delivers a quitclaim deed (or deed without warranty of title) to Purchaser at Closing containing a legal description based on Purchaser's survey.

B. Purchaser may obtain a title insurance commitment, in a form acceptable to Purchaser, issued by a title insurance company acceptable to Purchaser (the "Title Company"). Purchaser shall pay all costs of title insurance (including, without limitation, the costs of any municipal lien searches).

C. Purchaser may examine the title to and survey of the Contract Property and any related easements and may notify Seller on or before the earlier of (i) the date that is ninety (90) days after the Contract Date or (ii) the expiration of the Feasibility Period, of any title or survey matter which, in Purchaser's sole opinion, is objectionable or has an adverse effect on the Contract Property or Purchaser's proposed use or development thereof (hereinafter referred to as an "Objection"). Additionally, at any time prior to Closing, Purchaser shall have the right to notify Seller of any Objection which first arises, first appears of record, or first becomes known to Purchaser after the effective date of the initial survey or title commitment, in which event any such Objections will be handled in the same manner as an Objection set forth in this Paragraph 6.

D. In the event Seller is notified of an Objection, Seller shall have the option, in its sole discretion to either (i) agree to cure any such Objection prior to Closing or (ii) refuse to cure such Objection. Failure by Seller to respond to Purchaser's Objection(s) within five (5) business days of delivery shall be deemed to be Seller's refusal to cure such objection(s). In the event Seller refuses (or is deemed to refuse) to cure any Objection, Purchaser may, at Purchaser's option: (i) terminate this Contract by providing written notice of same prior to the later of (A) Seller's election (or deemed election) not to cure, or (B) the expiration of the Feasibility Period, in which event the Earnest Money shall be immediately refunded to Purchaser, or (ii) accept title or survey to the Contract Property and any related easements subject to such Objection (which shall be deemed a Permitted Exception). In the event Seller elects to cure but thereafter fails to cure as of Closing, then Purchaser may elect any of the following (i) terminate this Contract, in which event the Earnest Money shall be immediately refunded to Purchaser, (ii) accept title or survey to the Contract Property and any related easements subject to such Objection (which shall be deemed a Permitted Exception), (iii) take such steps as Purchaser shall deem proper to remove such Objections, deducting the cost thereof [REDACTED] from the Purchase Price, (iv) extend the time for Closing to allow Seller or Purchaser additional time to remove such Objections, or (v) elect any combination of (i)-(iv). In addition, Purchaser may and is hereby authorized by Seller to pay and discharge from the proceeds due to Seller at Closing any lien or any security deed, deed of trust or mortgage affecting the Contract Property and made by or through Seller which may be discharged by the payment of money; provided, however, that (a) the foregoing shall not limit Seller's right to cause any such liens to be released, discharged or bonded-off prior to Closing, and (b) the total amount authorized by Seller pursuant hereto shall in no event exceed the Purchase Price.

E. As used herein, "Permitted Exceptions" shall mean those title or survey matters to which Purchaser does not timely object or which Purchaser is deemed to waive pursuant to clause (ii) in Paragraph D above.

7. REPRESENTATIONS AND WARRANTIES OF SELLER. Seller represents and warrants to Purchaser that:

A. Seller has good and marketable title to the Contract Property in fee simple, free and clear of all liens, encumbrances and other exceptions to title (other than the Permitted Exceptions).

B. To Seller's actual knowledge, the Contract Property contains no construction debris, hazardous substances, pollutants, petroleum products, motor fuels, gasoline, alcohol, tires, diesel fuels, motor oils, lubricants or other contaminants.

C. Other than the current condemnation proceedings for the 2.257 acre taking along the western boundary of the Property and Seller's adjacent property (the "Condemnation Settlement"), the condemnation proceeds for which shall remain the property of the Seller and shall not pass to the Purchaser at Closing, even if the same are paid after Closing, there are no other condemnation or eminent domain proceedings pending or, to Seller's actual knowledge, threatened or contemplated against the Contract Property or any part thereof, and Seller has received no notice, oral or written, of the further desire of any public authority or other entity to take or use the Contract Property or any part of the Contract Property.

D. All assessments that are liens against the Contract Property are shown in the official records of the taxing authorities in whose jurisdiction the Contract Property is located; no improvements (site or area) have been constructed or installed by any public authority, the cost of which may be assessed in whole or in part against any part of the Contract Property in the future; and Seller has not been notified of any possible future improvements that might create an assessment against any part of the Contract Property.

E. Other than the Condemnation Settlement, Seller has no knowledge of, nor has Seller received any notice of, any actual or threatened action, litigation, or proceeding against the Contract Property or Seller. Seller has received no notice of and has no knowledge of any violations of law (including, without limitation, laws governing hazardous materials), municipal or county ordinances, or other legal requirements with respect to the Contract Property or with respect to the use, occupancy or construction thereon.

F. Seller has the full and lawful right, power and authority to execute, deliver and perform this Contract without obtaining any consents or approvals from, or taking any other actions with respect to, any third parties. This Contract, when executed and delivered by Seller and Purchaser, shall become a binding agreement of Seller, in accordance with its terms.

Seller:  Initials:
 Purchaser:  Initials: 

Purchaser's obligation to proceed to Closing and purchase the Contract Property is expressly conditioned upon all of the representations and warranties of Seller in this Paragraph 7 being true and correct, both as of the Contract Date and as of Closing (and, in the event of any breach of any representation or warranty, Purchaser may extend the Closing until such breach is remedied). In addition to all other rights and remedies of Purchaser set forth herein, Seller shall indemnify, defend, and hold harmless Purchaser, its employees, officers, shareholders, attorneys, directors, agents, contractors, assigns and successors-in-interest, from and against any and all claims, actions, loss, cost, damage and expense (including reasonable attorneys' fees, including fees on appeal) resulting from a willful breach by Seller of any of the representations, warranties and covenants contained in this Contract. At Closing, Seller's execution and delivery of the Deed shall constitute the reaffirmation to Purchaser of the truth and correctness, as of Closing, of each of the representations and warranties contained herein. The foregoing representations and warranties shall survive Closing for a period of twelve (12) months.

8. **COVENANTS OF SELLER.** Seller covenants and agrees as follows:

A. Seller shall execute and deliver with the Deed such other instruments as may be reasonably required by the Title Company to issue the Title Company's policy of title insurance (including, without limitation, a standard form owner's affidavit and proof of authority if Seller is an entity) or to fulfill Seller's covenants set forth herein.

B. Seller will execute (or will cause Seller's affiliates to execute), at or prior to Closing, any utility easements over Seller's remaining property which, in the reasonable judgment of Purchaser, are necessary to enable Purchaser to develop the Contract Property, provided that such easements do not materially interfere with the development of Seller's remaining property. Purchaser will likewise allow Seller to grant utility easements over the Contract Property which are necessary for the development of Seller's remaining property, provided that, such easements do not materially interfere with the development of the Contract Property. The foregoing covenants shall not require a party to obtain any easements from adjacent owners.

C. Purchaser, as Seller's agent but at Purchaser's cost, shall have the Contract Property and Seller's remaining property platted to separate the Contract Property from Seller's remaining property using the survey described in Section 6(A) herein, and Seller agrees to cooperate in the platting process. Purchaser shall submit preliminary subdivision plat within seven (7) business days following conditional use permit and zoning approval, provided that, in no event may Purchaser alter the zoning of Seller's remaining property from its current M7 (heavy industrial) designation.

D. From and after the Contract Date Seller shall not place, cause or allow any lien or encumbrance against the Contract Property.

E. Intentionally Deleted.

F. Seller will execute (or will cause Seller's affiliates to execute), at or prior to Closing, a restriction in recordable form which will run with the land prohibiting, for the longest period allowed by law prohibiting a retail outlet for motor fuels or a convenience store or the advertising thereof on Parcel No. 09F-0901-0048-075-1 (excluding therefrom the Contract Property), as well as the use of any such restricted property in support (e.g. for access, parking or utilities) for a retail outlet for motor fuels or a convenience store unless located on the Contract Property. Should Seller or any of Seller's affiliates sell or lease, prior to Closing, all or any part of such restricted property, such sale or lease shall be subject to Purchaser's rights under this Contract and Seller shall ensure that any lease or instrument of conveyance of such property shall specifically so state. Seller represents that other than its adjacent property, Seller or Seller's affiliates do not own any property within one (1) mile of the Contract Property. The term "retail outlet for motor fuels" shall include by way of illustration, but not by way of limitation, (i) a mobile dispensary or delivery service and (ii) the provision of charging services or stations for electric vehicles, even if the foregoing are only temporarily located at the property restricted thereby.

G. Seller shall deliver to Purchaser, within ten (10) business days of the Contract Date, copies of all due diligence materials in Seller's possession concerning the Contract Property, including, without limitation, surveys, title reports, title policies, and environmental reports.

9. **TAXES.** All ad valorem taxes on the Contract Property for the calendar year in which the Closing occurs shall be prorated between Seller and Purchaser as of the Closing date. Seller shall also pay all delinquent taxes, including penalties and interest, assessed against or with respect to the Contract Property to the date of Closing. Purchaser shall pay all transfer and conveyance taxes, documentary stamp taxes and other taxes and charges for recording the Deed. Seller shall be responsible for any "rollback" or other taxes assessed against the Contract Property related to any period prior to Closing and arising out of any change in the use of the Contract Property by Purchaser, regardless of when such assessment is made or whether such taxes become due prior to or after Closing. An estimated amount of such taxes shall be deducted from the amount due Seller at Closing and placed in escrow to be disbursed by Purchaser when the amount of such taxes becomes known. At such time, any excess funds held in escrow shall be returned to Seller and any shortage of funds shall be paid by Seller to Purchaser.

10. **NOTICES.** All notices or requests required or authorized hereunder shall be in writing and shall be deemed delivered (i) when deposited with a national overnight delivery service (e.g. UPS or FedEx) for next business-day delivery, or (ii) three (3) business days after being deposited with U. S. certified mail, return receipt requested, or (iii) when sent via electronic mail or fax (upon either (x) acknowledgment of receipt by the recipient or (y) such notice is also deposited on such date for delivery using method (i) or (ii) above). Notices shall be sent to the respective parties hereto as follows:

To Purchaser: Del Lago Ventures, Inc.
200 Galleria Parkway S.E., Suite 900
Atlanta, Georgia 30339
Attention: Corporate Counsel, Real Estate (PW)
Fax:

With a copy to: Del Lago Ventures, Inc.
200 Galleria Parkway S.E., Suite 900
Atlanta, Georgia 30339
Attention: Vice President of Real Estate & Engineering
Fax:

To Seller: Greenland Georgia, Inc.
1905 Woodstock Road, Suite 2200
Roswell, Georgia 30075

Seller: 

Initials:
Purchaser: TS

Attn: Suresh Jatia
E-mail: suresh@greenlandamerica.com

With a copy to: Stutzky, Wolfe & Bailey, LLP
2255 Cumberland Parkway, Bldg. 1300
Atlanta, GA 30338
Attn: Eric Friedman
E-mail: esf@swball.com

or to such other address as either party shall from time to time designate to the other party by written notice.

11. **MISCELLANEOUS.**

A. The provisions of this Contract shall survive the Closing and delivery of the Deed only as specifically set forth herein.

B. This Contract shall inure to the benefit of and bind the parties hereto, their respective heirs, executors, administrators, personal and/or legal representatives, successors and assigns.

C. This Contract may be assigned by Purchaser, to any entity which Purchaser in whole or in part owns or controls, or which owns or controls Purchaser, or is owned or controlled by any of Purchaser's shareholders.

D. Each party agrees to cooperate with the other, at no cost to the cooperating party, to effect a tax-deferred exchange of the Contract Property, if a party elects to utilize a tax-deferred exchange.

E. This Contract constitutes the entire agreement and understanding of the parties and the parties expressly agree to be bound hereby. This Contract may be modified in writing only (including a letter agreement without notary or witness) signed by each of the parties hereto.

F. If the date of Closing or any other date in this Contract falls on a Saturday, Sunday or holiday, then such date shall be on the first business day following such holiday or weekend date.

G. Time is of the essence of this Contract.

H. This Contract, including the attached Rider, if any, supersedes all prior discussions and agreements between the parties with respect to the sale and purchase of the Contract Property and all other matters in this Contract.

I. If either party files suit against the other party to enforce its rights under this Contract, the prevailing party shall be entitled to its reasonable, actual costs and attorney's fees.

J. Seller and Purchaser acknowledge that it is impossible to measure the damages which would accrue to Purchaser by reason of Seller's default hereunder. Accordingly, Purchaser may enforce this Contract and Seller's obligations hereunder in an action seeking specific performance.

K. This Contract may be executed in multiple counterparts, each of which shall be considered to be an original document.

L. No delay or failure by a party, whether in whole or in part, in the exercise of any right hereunder shall operate as a waiver thereof.

M. Each party agrees that (a) it has participated substantially in the negotiation and drafting of this Contract and is thoroughly aware of all of the terms of this Contract and the intent of same, and (b) all presumptions and/or burdens of proof concerning any interpretation of this Contract shall not be affected by any statutory or judicial principles casting such presumptions against and/or burdens of proof on a party responsible for the drafting and/or written form of an agreement or contract.

N. Purchaser's obligation to close is conditioned upon the absence of any material change, that has not been approved in writing by Purchaser, in the use, title to, occupancy or physical condition of the Contract Property from and after the Contract Date, unless caused by Purchaser or those acting through or under Purchaser.





O. Seller and Purchaser agree that, if Closing does not occur by reason of Purchaser's default, it would be impractical and difficult to estimate the damages which Seller may suffer. Therefore, Seller and Purchaser hereby agree that the reasonable estimate of the total net detriment that Seller would suffer in the event that Purchaser defaults hereunder is and shall be, and Seller's sole remedy (whether at law or in equity) shall be, the right to receive from the Title Company and retain the full amount of the Earnest Money. The payment and performance of the above as liquidated damages is not intended as a forfeiture or penalty within the meaning of applicable law and is intended to settle all issues and questions about the amount of damages suffered by Seller in the applicable event. Notwithstanding the foregoing, upon the occurrence of an event of default other than the failure of Purchaser to close in a timely basis in accordance with this Contract, Seller will provide Purchaser with notice specifying the default and Purchaser shall have five (5) business days from its receipt of such notice to cure such default.

P. Seller shall cooperate with Purchaser with respect to Purchaser's efforts to obtain all necessary permits and approvals from applicable authorities (collectively the "Authorities") in connection with Purchaser's intended development of the Contract Property. In connection therewith, Seller shall execute, with this Contract, a form authorization letter ("Letter") and hereby authorizes Purchaser to present the Letter (or copies thereof) to the applicable Authorities. Without limiting the foregoing, Seller agrees to execute such additional letters, authorizations and/or applications required by the Authorities. Seller shall execute such additional items within five (5) business days after Purchaser's request. In the event Seller fails to timely execute such items the Feasibility Period, or Permit Period as applicable, shall toll, commencing on the expiration of the five (5) business day period, until such time as Purchaser receives such executed items.

Q. The parties agree to execute promptly such other documents and perform such other acts as may be reasonably necessary to carry out the purpose and intent of this Contract.

R. If prior to Closing there shall be a threatened or actual taking or condemnation of all or any portion of the Contract Property other than the Condemnation Settlement, then Purchaser shall have the option to (i) terminate this Contract and, notwithstanding any contrary provision contained herein, receive all Earnest Money, or (ii) proceed to Closing (subject to the other terms and conditions of this Contract) in which event there shall be assigned (or, if previously received by Seller, credited) to Purchaser at Closing all right, title, and interest of Seller in and to any condemnation awards which may be payable to Seller on account of such occurrence.

S. Notwithstanding anything herein to the contrary, and without limiting any other provision of this Contract, if Purchaser is delayed (i) in performing any due diligence activities with respect to the Contract Property, (ii) in seeking any Permits or other applicable approvals with respect to the Contract Property, or (iii) in performing any obligations due hereunder, by reason of epidemic, pandemic, strike, lock-out, labor trouble, inability to procure materials, failure of power, restrictive governmental laws or regulations, riots, insurrection, the act, failure to act or default of Seller, war or any reason beyond Purchaser's control, then with respect to items (i) and (ii) above, the Feasibility Period or Permit Period, as applicable, shall automatically extend by one day for each day of such delay, and with respect to item (iii) above, the

Seller:  Initials: 
Purchaser:  Initials: 

performance of such obligations shall be excused for the period of the delay and the period for the performance of any such act shall be extended for a period equivalent to the period of such delay. In order to enforce such force majeure clause, Purchaser shall provide written notice of such force majeure event within five (5) days of occurrence, or else such force majeure shall be waived.

T. In no event may either party record this Contract in the public records.

12. **ACCEPTANCE.** This Contract shall be considered as an offer by the Purchaser to the Seller and is left open for acceptance by Seller until 5:00 p.m. EST on the date that is five (5) days after execution by Purchaser. Acceptance shall be effective when Purchaser receives one (1) fully executed contract which may be executed and transmitted electronically (the "Contract Date").

(signatures on following page)

Seller: 

Initials:
Purchaser: 

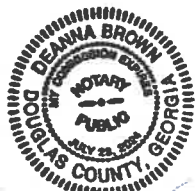
PURCHASER:

DEL LAGO VENTURES, INC., a Georgia corporation

By: [Signature]
Name: TREY SPIVER
Title: VICE PRESIDENT OF REAL ESTATE

[CORPORATE SEAL]

Executed this 15th day of May, 2023.



Deanna Brown
Notary Public, Real Estate Specialist

SELLER:

GREENLAND GEORGIA, INC., a Georgia corporation

By: [Signature]
Name: SURESH JATIA
Title: PRESIDENT

[CORPORATE SEAL]

Executed this 17 day of MAY, 2023.

Seller: [Signature] Initials: Purchaser: TS

EXHIBIT A

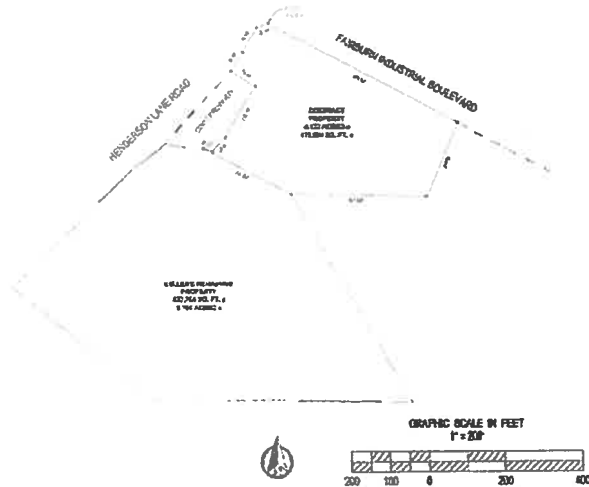
Legal Description of Contract Property

Seller: Greenland Georgia, Inc.
Purchaser: Del Lago Ventures, Inc.
Contract Property location: 0 Fairburn Industrial Boulevard and Henderson Lane Road, Fairburn, Georgia (Approximately 4.122 acres)

The Contract Property as outlined in red and made a part hereof is located in Fulton County, Georgia and is more particularly described as follows:

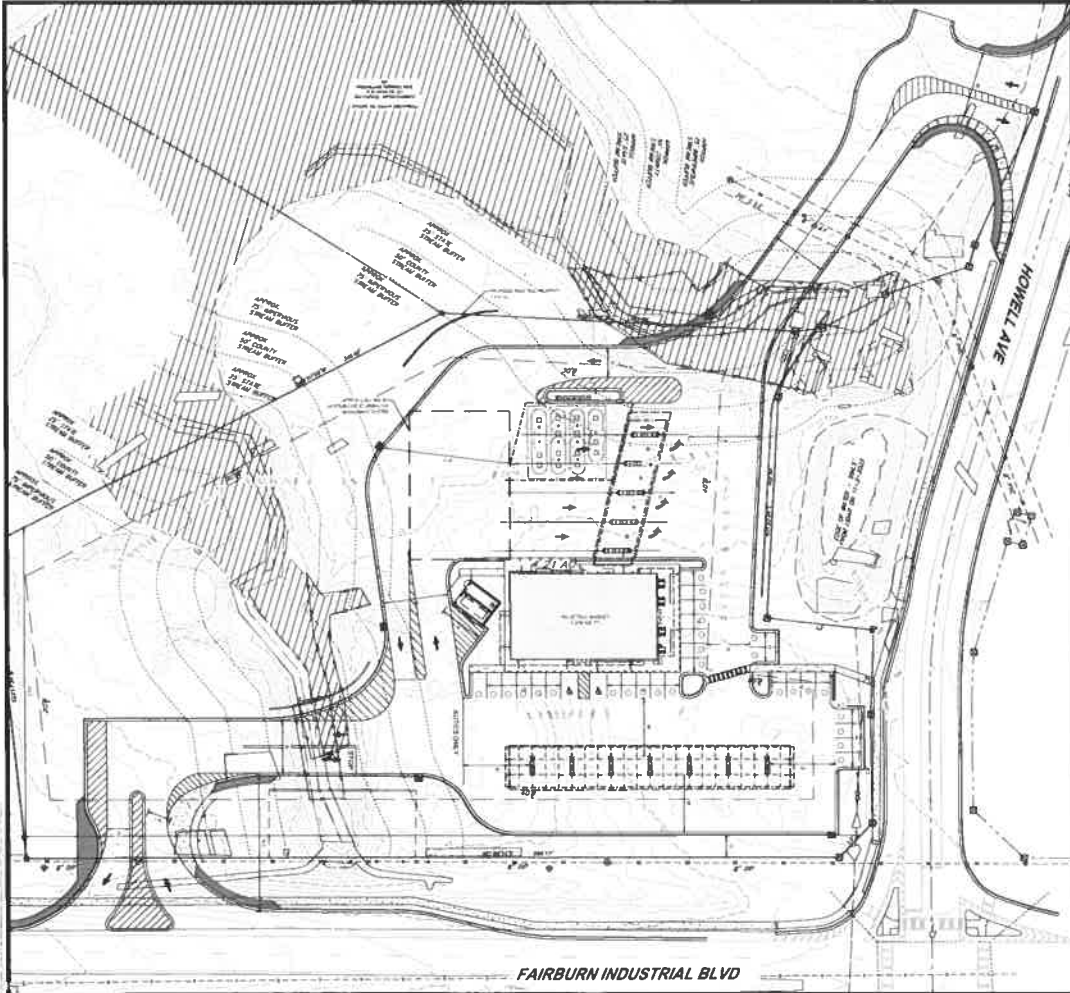
Commence at the southeastern intersection of the southwesterly right of way line of Fairburn Industrial Boulevard and the southeasterly right of way line of Henderson Lane Road, said point also being labelled as the POINT OF BEGINNING #1 (P.O.B. #1); thence run in a southeasterly direction along the southwesterly right of way line of Fairburn Industrial Boulevard for a distance of 556.82 feet to a point; thence run in a southwesterly direction, leaving said right of way line, for a distance of 210.87 feet to a point; thence run in a westerly direction for a distance of 351.53 feet to a point; thence run in a northwesterly direction for a distance of 256.84 feet to a point; thence run in a southeasterly direction for a distance of 25.27 feet to a point; thence run in a northeasterly direction for a distance of 47.04 feet to a point; thence continue in said direction for a distance of 152.56 feet to a point; thence run in a northwesterly direction for a distance of 74 feet to a point along the southeasterly right of way line of Henderson Lane Road; thence run in a northeasterly direction along said right of way line for a distance of 58.84 feet to a point; thence continue in said direction along said right of way line for a distance of 74.59 feet to a point; thence run in a northeasterly direction along said right of way line for a distance of 32.44 feet to the POINT OF BEGINNING #1 (P.O.B. #1);

Contains 4.122 acres or 179,554 square feet, more or less; all being subject to a current and accurate survey



Seller: *[Signature]* Initials: *[Signature]*
Purchaser: *[Signature]*

Site Plan

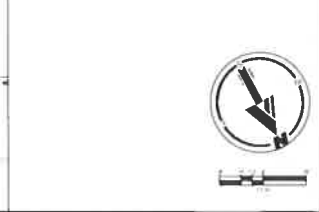


SITE LOCATION MAP
SCALE 1"=50'

| NO. | DESCRIPTION | DATE | BY |
|-----|-------------|----------|--------|
| 1 | PRELIMINARY | 11/15/11 | BOHLER |
| 2 | REVISED | 11/15/11 | BOHLER |
| 3 | REVISED | 11/15/11 | BOHLER |
| 4 | REVISED | 11/15/11 | BOHLER |
| 5 | REVISED | 11/15/11 | BOHLER |
| 6 | REVISED | 11/15/11 | BOHLER |
| 7 | REVISED | 11/15/11 | BOHLER |
| 8 | REVISED | 11/15/11 | BOHLER |
| 9 | REVISED | 11/15/11 | BOHLER |
| 10 | REVISED | 11/15/11 | BOHLER |

OWNER/DEVELOPER
 RACETRAC
 211 PERimeter CENTER ROAD NE
 SUITE 400
 ATLANTA, GEORGIA 30329
 (404) 525-1000

ENGINEER/DESIGNER
 BOHLER
 211 PERimeter CENTER ROAD NE
 SUITE 400
 ATLANTA, GEORGIA 30329
 (404) 525-1000



BOHLER
 WE CAN MAKE YOUR DREAMS
 COME TRUE. WE CAN MAKE YOUR
 PROJECTS BETTER. WE CAN MAKE
 YOUR BUSINESS GREATER.
 211 PERimeter CENTER ROAD NE
 SUITE 400
 ATLANTA, GEORGIA 30329
 (404) 525-1000

REVISIONS

| NO. | DESCRIPTION | DATE | BY |
|-----|-------------|----------|--------|
| 1 | PRELIMINARY | 11/15/11 | BOHLER |
| 2 | REVISED | 11/15/11 | BOHLER |
| 3 | REVISED | 11/15/11 | BOHLER |
| 4 | REVISED | 11/15/11 | BOHLER |
| 5 | REVISED | 11/15/11 | BOHLER |
| 6 | REVISED | 11/15/11 | BOHLER |
| 7 | REVISED | 11/15/11 | BOHLER |
| 8 | REVISED | 11/15/11 | BOHLER |
| 9 | REVISED | 11/15/11 | BOHLER |
| 10 | REVISED | 11/15/11 | BOHLER |

811
 Call Before You Dig
 1-800-4-A- Dig

PERMIT SET

PROP. SITE PLAN DOCUMENTS

RACETRAC

PROPOSED DEVELOPMENT
 211 PERimeter CENTER ROAD NE
 SUITE 400
 ATLANTA, GEORGIA 30329
 (404) 525-1000

BOHLER
 211 PERimeter CENTER ROAD NE
 SUITE 400
 ATLANTA, GEORGIA 30329
 (404) 525-1000

RACETRAC USE PERMIT PLAN

DATE: 11/15/11

WILSON BROCK & IRBY, L.L.C.

ATTORNEYS AT LAW

OVERLOOK I, SUITE 700
2849 PACES FERRY ROAD
ATLANTA, GEORGIA 30339

HAROLD BUCKLEY, JR.

HBUCKLEY@WBILEGAL.COM
DIRECT DIAL: (770) 803-3707

TELEPHONE
(404) 853-5050

FACSIMILE
(404) 853-1812

January 9, 2024

VIA ELECTRONIC MAIL AND FIRST-CLASS MAIL

Denise Brookins, Director
Department of Planning and Zoning
26 W. Campbell Street
Fairburn, GA 30213

Re: Public Participation Report for Use Permit Application by RaceTrac, Inc.
For a Retail Service Station on Property Located at the Intersection of
Howell Ave. and Fairburn Industrial Blvd (Parcel # 09F090100480751).

Dear Ms. Brooks:

RaceTrac respectfully submits this public participation report in furtherance of its efforts to obtain a use permit on the subject property as described above.

RaceTrac hosted a virtual community meeting on January 3, 2024 at 5:30 pm. A copy of the mailing list that was used to distribute meeting invitation notices, and a copy of the invitation notice itself, are attached to this letter.

Please note that our public participation letter included an incorrect description of RaceTrac's proposed development. The letter described the proposed development as a "travel center," which is RaceTrac's official descriptor for its truck stops. To be clear, RaceTrac does not propose a truck stop on the Subject Property. Despite its inaccurate use of the "travel center" descriptor, our public participation letter correctly described the proposed development as "basically a service station" and further correctly stated:

"...the only difference between a typical service station and RaceTrac desires to provide fueling pumps for commercial trucks, in addition to the typical automobile fueling pumps. Everything else about this development proposal is exactly the same as a typical RaceTrac retail location."

Therefore, the substance of our development proposal description was accurate.

There were seven attendees at the virtual meeting. Other than myself, the attendees were:

For RaceTrac

John Priede, Director of Real Estate
Rowshi Craven, Lead Engineering Project Manager

030814.13
89399.1 121433-000001
1013251.1 091205-000024

WILSON BROCK & IRBY, L.L.C.
RACE TRAC PUBLIC PARTICIPATION REPORT

January 9, 2024

Page 2

For the City of Fairburn

Denise Brookins, Director of Planning and Zoning
Chancellor Felton, Planner

From the Community

David Nixon, Subject Property Seller's Representative
Brad Kaufman, Nearby Property Owner (Black Rock Paving)

The public participation meeting was conducted promptly, as advertised, and the discussion went very well. Only one question was raised during the meeting and it related to the error in our letter that I described above. More specifically, Brad Kaufman sought and received from RaceTrac confirmation that RaceTrac was not proposing a truck stop at this location. After receiving that confirmation, Mr. Kaufman expressed his support for our proposed development because it would benefit his business by providing convenient fueling facilities for his commercial trucks.

Please do not hesitate to let me know if I may provide you with any additional information or clarify anything in this letter.

Sincerely,

WILSON BROCK & IRBY, L.L.C.



By: Harold Buckley, Jr., AICP
Attorneys for RaceTrac, Inc.

Attachments.

Cc: Chancellor Felton (via email)
Rowshi Craven (via email)

WILSON BROCK & IRBY, L.L.C.

ATTORNEYS AT LAW

OVERLOOK I, SUITE 700
2849 PACES FERRY ROAD
ATLANTA, GEORGIA 30339

HAROLD BUCKLEY, JR.

HBUCKLEY@WBILEGAL.COM
DIRECT DIAL: (770) 803-3707

TELEPHONE
(404) 853-5050

FACSIMILE
(404) 853-1812

December 15, 2023

VIA FIRST CLASS MAIL

Re: Application by RaceTrac, Inc. for a Conditional Use Permit on Property
Located at the Intersection of Howell Avenue and Fairburn Industrial
Boulevard.

Dear Property Owner:

I am writing to let you know that RaceTrac has filed the above-mentioned application to allow the development of a travel center service station. While we are not required to engage in a public participation program, RaceTrac is voluntarily and enthusiastically reaching out to its prospective neighbors to initiate a community dialogue regarding our development proposal.

The proposed travel center will basically be a service station. The only difference between a typical service station and RaceTrac's proposed facility is that RaceTrac desires to provide fueling pumps for commercial trucks, in addition to the typical automobile fueling pumps. Everything else about this development proposal is exactly the same as a typical RaceTrac retail location.

We look forward to working with our neighbors as we proceed through the zoning review process. We will host a virtual public participation meeting to open a community dialogue about our application. Please use the following information to participate in the meeting:

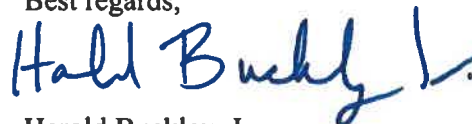
Meeting Date: January 3, 2024

Meeting Time: 5:30 pm

ZOOM ACCESS INFORMATION: Meeting ID: 876 8246 9007; Passcode 224873

We look forward to meeting you. Please do not hesitate to let me know if you have any questions that you would like to discuss with me outside of the public participation meeting.

Best regards,



Harold Buckley, Jr.

| ParcelID | Address | Owner | OwnerAdd | OwnerAdd | TotAppr | TotAssess | LandAcres | LUCode | ClassCode | TaxDist | TaxYear |
|----------------|------------------|---------------|------------------|----------|----------|-----------|-----------|--------|-----------|---------|---------|
| 09F09010C 538 | EAST E BUILDING | P O BOX 11 | FAIRBURN | | 444200 | 177680 | 4 | 399 I4 | | 25 | 2022 |
| 09F09010C 0 | LASER IN STRACK | FA 200 FAST C | NEWMAN C | | 108300 | 43320 | 1.006 | 400 I3 | | 25 | 2022 |
| 09F09010C 297 | FAIRBI WHOLESAL | 3110 KETT | MORAIN | | 637400 | 254960 | 5.4 | 398 I4 | | 25 | 2022 |
| 09F10020C 303 | SENOI 303 SENOI | 450 E PACI | ATLANTA C | | 2318000 | 927200 | 6.95 2C1 | C4 | | 25 | 2022 |
| 09F09010C 201 | FAIRBI LORICA L | L 603 GRAY | S PEACHTRE | | 1100000 | 440000 | 6.56 | 399 C4 | | 25 | 2022 |
| 09F09010C 222 | IMPRE MILA NAI | 125 PARK I | TYRONE G, | | 421600 | 168640 | 1.17 | 397 I3 | | 25 | 2022 |
| 09F09010C 85 | HOWEL STRACK | FA 200 FAST C | NEWMAN C | | 151600 | 60640 | 2.01 | 400 I4 | | 25C | 2022 |
| 09F09010C 400 | BOHAI LEEWOOD | 240 COUN | NEWMAN C | | 387600 | 155040 | 2.05 | 398 I4 | | 25C | 2022 |
| 09F09010C 100 | LASER BUILDING | 538 SE BR | FAIRBURN | | 511500 | 204600 | 1.13 | 399 C3 | | 25 | 2022 |
| 09F10150C 0 | SENOIA F ASDB | SERV 510 | PERSIJ FAYETTEVI | | 35700 | 14280 | 0.4821 | 300 C3 | | 25 | 2022 |
| 09F08000C 5000 | BOH/ DEVELOPN | 400 INTER | ATLANTA C | | 42011400 | 11763190 | 65.241 | 888 I5 | | 25C | 2022 |
| 09F08000C 0 | BOHANN 1162 | HWY 250 | SMOK PEACHTRE | | 323600 | 129440 | 5.99 | 400 I4 | | 25C | 2022 |
| 09F10020C 0 | VALLEYB LANDMAR | 50 E BROA | FAIRBURN | | 41600 | 16640 | 2.68 | 100 R4 | | 25 | 2022 |
| 09F09010C 103 | HOWEJCM ENTE | 1553 HEAT | HIAWASSE | | 613500 | 245400 | 1.726 | 398 C3 | | 25 | 2022 |
| 09F09010C 360 | BOHAJ T BOOK | P 160 CELTIC | TYRONE G, | | 707600 | 283040 | 1.5 | 399 I3 | | 25 | 2022 |
| 09F09010C 89 | HOWEL WALDROP | P O BOX 2, | PEACHTRE | | 1927000 | 770800 | 6.98 | 398 C4 | | 25 | 2022 |
| 09F07020C 0 | FAIRBUR BAILEY | KEI 113 | HIDDE HENDERSC | | 106900 | 42760 | 5.84 | 100 R4 | | 25 | 2022 |
| 09F09010C 105 | LASER STRACK | FA 200 FAST C | NEWMAN C | | 612200 | 244880 | 1.1 | 399 I3 | | 25 | 2022 |
| 09F09010C 87 | HOWEL STRACK | FA 200 FAST C | NEWMAN C | | 155000 | 62000 | 2.09 | 400 I4 | | 25C | 2022 |
| 09F09010C 0 | FAIRBUR STRACK | FA 200 FAST C | NEWMAN C | | 100 | 40 | 0.0318 | 400 I3 | | 25 | 2022 |
| 09F09010C 115 | LASER STRACK | AL 200 FAST C | NEWMAN C | | 245000 | 98000 | 1.399 | 399 I3 | | 25 | 2022 |
| 09F08000C 0 | HOWELL CH | REALTY 910 | DAVIS ALPHARET | | 97200 | 38880 | 2.1 | 400 I4 | | 25C | 2022 |
| 09F07010C 0 | LAKE RD SHUGART | 1380 COLL | PALMETTC | | 45000 | 18000 | 22.508 | 300 C5 | | 25C | 2022 |
| 09F09020C 7380 | BOH/ POREX | TEC 500 | BOHAIFAIRBURN | | 4629100 | 1851640 | 17 | 455 I5 | | 25C | 2022 |
| 09F09010C 0 | FAIRBUR AZAR | ELIZ/ 1695 | VIRG COLLEGE P | | 31000 | 12400 | 0.3658 | 400 I3 | | 25 | 2022 |
| 09F10020C 0 | SENOIA F LANDMAR | 304 306 | SE FAIRBURN | | 70000 | 28000 | 9.7 | 100 R4 | | 25 | 2022 |
| 09F10150C 287 | SENOI ASDB | SERV 510 | PERSIJ FAYETTEVI | | 853900 | 341560 | 0.683 | 399 I3 | | 25 | 2022 |
| 09F09010C 220 | IMPRE IMPREGLO | 220 IMPRE | FAIRBURN | | 1066200 | 426480 | 4.534 | 401 I4 | | 25 | 2022 |
| 09F08000C 205 | BOHAH HOPSON | T 3520 | NE PLATLANTA C | | 1400000 | 560000 | 9.8 | 399 I4 | | 25C | 2022 |
| 09F09010C 424 | FAIRBI THE | WALD P O | BOX 2, PEACHTRE | | 61200 | 24480 | 2.029 | 320 C4 | | 25 | 2022 |
| 09F09010C 0 | HOWELL SAKKAS | FR 412 | SE BR | FAIRBURN | 86300 | 34520 | 1.619 | 300 I3 | | 25 | 2022 |
| 09F09010C 412 | EAST E SAKKAS | FR 412 | EAST E FAIRBURN | | 73900 | 29560 | 1 | 320 I3 | | 25 | 2022 |
| 09F09010C 0 | BOHANN STRACK | FA 200 | FAST C | NEWMAN C | 76200 | 30480 | 0.41 | 400 I3 | | 25C | 2022 |

| | | | | | | |
|-----------------------------------------------------|----------|---------|--------|--------|-----|------|
| 09F09010C 301 FAIRBI NMFR LLC 42 COLLEG NEWMAN C | 1008000 | 403200 | 2.98 | 398 14 | 25 | 2022 |
| 09F09010C 0 FAIRBUR GREENLAN 4020 CHAF MARIETTA | 367500 | 147000 | 16.97 | 400 15 | 25 | 2022 |
| 09F07020C 0 FAIRBUR BAILEY KEI 113 HIDDE HENDERSC | 79400 | 31760 | 4.34 | 100 R4 | 25 | 2022 |
| 09F09010C 0 LASER IN STRACK FA 200 FAST C NEWMAN C | 137300 | 54920 | 1.677 | 300 13 | 25 | 2022 |
| 09F09010C 221 FAIRBI VALENCIA 603 GRAY'S PEACHTRE | 170200 | 68080 | 0.64 | 399 13 | 25 | 2022 |
| 09F09010C 96 HOWEL STRACK FA 200 FAST C NEWMAN C | 514100 | 205640 | 10.4 | 400 15 | 25C | 2022 |
| 09F09010C 98 HOWEL HERMAN II 100 HOWE EXPERIMEI | 873600 | 349440 | 2.1738 | 332 14 | 25 | 2022 |
| 09F09010C 100 HOWE HERMAN II 98 HOWEL FAIRBURN | 338300 | 135320 | 2.245 | 399 14 | 25 | 2022 |
| 09F07010C 601 SENOI SHUGART I 1380 COLL PALMETTC | 348000 | 139200 | 13.5 | 300 C5 | 25C | 2022 |
| 09F08000C 92 HOWEL STRACK FA 200 FAST C NEWMAN C | 362900 | 145160 | 5.22 | 400 14 | 25C | 2022 |
| 09F09010C 199 FAIRBI LORICA L 603 GRAY'S PEACHTRE | 410000 | 164000 | 3.3 | 399 C4 | 25 | 2022 |
| 09F07020C 415 FAIRBI FAIRBURN 425 FAIRBI FAIRBURN | 293200 | 117280 | 1.308 | 300 C3 | 25 | 2022 |
| 09F08000C 5000 BOH/DEVELOPN 570 POLAF WESTERVII | 13562600 | 2712520 | 15.816 | 888 C5 | 25C | 2022 |
| 09F09010C 0 HOWELL HOLLAND I 100 HOWE FAIRBURN | 75800 | 30320 | 1.307 | 300 C3 | 25 | 2022 |
| 09F09010C 102 FAIRBI CITY OF FA P O BOX 14 FAIRBURN | 550100 | | 5.83 | 699 E1 | 25 | 2022 |
| 09F09010C 125 LASER STRACK FA 200 FAST C NEWMAN C | 1050000 | 420000 | 4.19 | 399 C4 | 25 | 2022 |
| 09F07020C 0 FAIRBUR FAIRBURN 425 FAIRBI FAIRBURN | 51000 | 20400 | 2.37 | 100 R4 | 25 | 2022 |
| 09F09010C 420 SE BRK SAKKAS EF 412 SE BRK FAIRBURN | 1461100 | 584440 | 1.64 | 396 C3 | 25 | 2022 |
| 09F09010C 0 LASER IN BUILDING I 538 SE BRK FAIRBURN | 108200 | 43280 | 1.004 | 400 13 | 25 | 2022 |
| 09F09010C 107 HOWE DRUMS BC P O BOX 14 FAIRBURN | 1108000 | 443200 | 6.44 | 399 14 | 25 | 2022 |
| 09F08000C 0 BOHANN SHUGART I 1380 COLL PALMETTC | 263200 | 105280 | 16.6 | 300 C5 | 25C | 2022 |
| 09F09010C 83 HOWEL STRACK FA 200 FAST C NEWMAN C | 222300 | 88920 | 3.65 | 400 14 | 25C | 2022 |
| 09F09010C 222 FAIRBI MILA NAIA 222 FAIRBI FAIRBURN | 835400 | 334160 | 1.13 | 398 13 | 25 | 2022 |

Sec. 80-239. - Truck terminals/truck stops.

(a) *Allowable districts:* M-1, M-2.

(b) *Standards:*

- (1) The lot upon which the truck stop is located, including all structures and parking spaces, must be a minimum of five acres.
- (2) No such use is allowed within 5,000 feet in any direction from an existing similar use.
- (3) On-site security shall be provided by the owner or operator of the truck stop 24 hours a day, seven days a week.
- (4) No long-term storage of trailers or trucks shall be allowed on the lot.
- (5) No overnight or sleeping facilities shall be provided on the lot.

(Ord. of 10-28-2019(1).)



CITY OF FAIRBURN
PLANNING AND ZONING COMMISSION

AGENDA ITEM

To: Planning and Zoning Commission

From: Chancellor Felton, Planner

Date: April 2, 2024

Agenda Item: Strack Office Rebuild (3rd Floor) – 105 Laser Industrial Court [Parcel ID: 09F090100480868] – Request to review the conceptual site plan.

Agent/Applicant/Petitioner Information

Applicant: Joe Strack

Property Owner: Strack Family LLC

Background

The site is located at 105 Laser Industrial Court on the south corner of the intersection of Laser Industrial Court and Fairburn Industrial Boulevard. The site is currently zoned M-2 (Heavy Industrial) and is located in the Georgia Highway 74 Overlay District. The site is approximately 1.10 acres.

Discussion

The applicant is proposing a 13,959-square-foot, 3-story office building. An accurate, up-to-date, and certified survey is included. The concept plan meets the setback and parking requirements of M-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 Laser Industrial Court.

The building will consist of various, earth tones of masonry with various, neutral-toned metal accents and a flat roof. The northeast elevation will have a double-entry glass door surrounded by glass paneling, which extends to the second floor; a metal canopy; several windows; and the Strack logo above the double-entry glass door. The southwest elevation will have two silver, single-entry doors; four downspouts; and several windows. The northwest elevation will continue the glass paneling and metal canopy that was shown on the northeast elevation, a minimized Strack logo, and several windows. The southeast elevation will have a single-entry glass door surrounded by glass paneling; a silver, single-entry metal door; and several windows.



Staff Recommendations

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

- 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 and Proposed Concept Plan
- Proposed Elevations

SITE PICTURES



The intersection of Laser Industrial Court (to the left) and Fairburn Industrial Boulevard (to the right)



Heading northeast on Laser Industrial Court

CITY OF FAIRBURN
Community Development Department
Site Plan Review- Submittal Form

Submittal Date: 2/7/2024

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

PROJECT INFORMATION

Project Name: Strack Office Rebuild
 Address/Location of Project: 105 Laser Industrial Ct.
 Access to Property: _____
 Tax Parcel ID #: 09F090100480868 Size of Project: 1.1 Acre
 Zoning: M-2 No. of Lots (if applicable): 1
 Zoning & Use of Adjacent Properties: M-2

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

Change Bldg to Three Stories

CONTACT INFORMATION

Company Name: Stracks Inc
 Contact Person: Joe Strack
 Mailing Address: 125 Laser Industrial Ct
 Phone: 404-429-0872 Fax: 404-964-7889
 Email Address: joes@strackinc.com

UTILITY SERVICE PROVIDERS

Water: Fairburn Sewer: Fairburn
 Electric: Fairburn Gas: Atlanta Gas
 Cable: _____ Other: _____

| Sketch Plan | Conceptual Site Plan | Construction Plans w/Hydro | Landscape Plan |
|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------|
| <input type="checkbox"/> 1 st Submittal- No Fee Submit to P & Z for review | <input checked="" type="checkbox"/> 1 st Submittal \$150 + \$20/acre <input checked="" type="checkbox"/> Resubmittal* | <input type="checkbox"/> 1 st Submittal \$500 + \$20/ acre <input type="checkbox"/> Resubmittal* | <input type="checkbox"/> 1 st 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 | 1 Hard Copy- Staff Routes to: <input type="checkbox"/> Building 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 | 1 Hard Copy- Staff Routes to: <input type="checkbox"/> Building 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 | 1 Hard Copy- Staff Routes to: <input type="checkbox"/> Comm. Dev. Director <input type="checkbox"/> Landscape Architect |

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

SUBJECT PROPERTY INFORMATION:
 CURRENT OWNER: STRACK FAMILY, LLC
 DEED RECORD: D.B. 26002 p. 322
 PLAT RECORD: P.B. 193, p. 19
 TAX RECORD: TAX PARCEL 09F090100480868

THIS PLAT CLOSURE ACCURACY IS 1 FOOT IN 155,094 FT.

FIELD DATA WAS COLLECTED USING A TRIMBLE SP5986 DUAL-FREQUENCY RTK GLOBAL POSITIONING SYSTEM RECEIVER, A TRIMBLE R750 BASE STATION, & DJI PHANTOM 4 RTK REFERENCING THE TRIMBLE STATEWIDE NETWORK AND HAVING A RELATIVE POSITIONAL ACCURACY OF LESS THAN 0.08 FEET.

THE FIELD SURVEY WAS COMPLETED IN OCTOBER 2023.

THE PROPERTY SHOWN HEREON IS NOT LOCATED WITHIN A FLOODPLAIN AS DETERMINED FROM THE FEDERAL EMERGENCY MANAGEMENT AGENCY MAP PANEL 13121C0462F FOR FULTON COUNTY, GEORGIA DATED 9/18/2013.

EASEMENTS OR RIGHTS-OF-WAY MAY EXIST WHICH ARE NOT SHOWN HEREON AND MAY BE RECORDED OR UNRECORDED.

HORIZONTAL: STATE PLANE, WEST ZONE, NAD83. VERTICAL DATUM: NAVD88.

CONTOUR DATA SHOWN WAS TAKEN FROM NOAA LIDAR DATA.

CURRENT ZONING: M-2 HEAVY INDUSTRIAL ZONING DISTRICT
 GEORGIA HIGHWAY 74 OVERLAY DISTRICT

MINIMUM LANDSCAPE BUFFER 45 FT
 MINIMUM FRONT SETBACK 50 FT
 MINIMUM SIDE SETBACK 20 FT
 MINIMUM REAR SETBACK 30 FT

SETBACKS FROM RECORDED FINAL PLAT (P.B. 193, p. 19)

MINIMUM FRONT SETBACK 20 FT
 MINIMUM SIDE SETBACK 15 FT
 MINIMUM REAR SETBACK 10 FT

REQUIRED PARKING SPACES 73
 TOTAL PARKING SPACES 73

TOTAL GREENSPACE 9,810 SF

REVISIONS:
 1. DRAIN INLET TO BE INSTALLED

NOF 09F090100480876
 BUILDING SUPPLY PROPERTIES, LLC
 D.B. 61964, p. 667
 P.B. 193, p. 19
 LASER INDUSTRIAL CT
 ZONED M-2

STMH TOP: 1017.12
 INV IN: 1010.69
 INV OUT: 1010.51

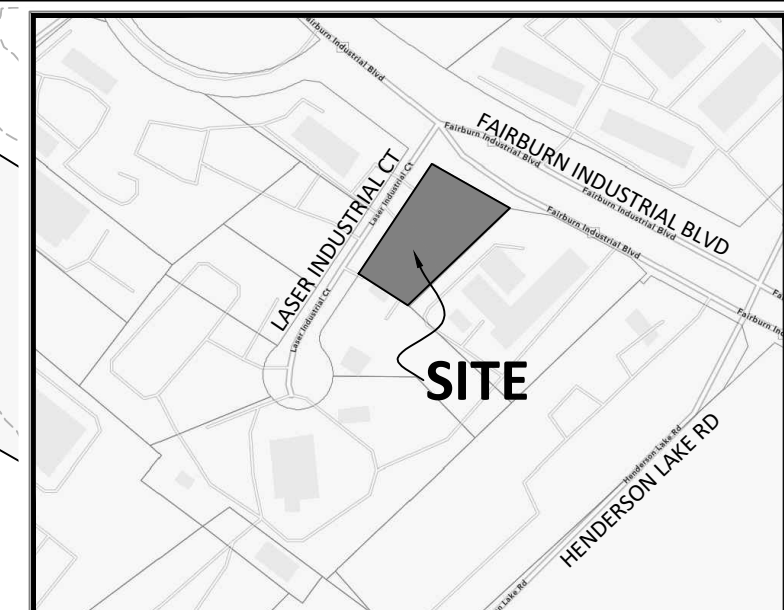
SSMH RIM: 1017.35
 INV IN: 1005.05 (SW)
 INV IN: 1005.05 (NE)
 INV OUT: 1005.00

STMH TOP: 1016.96
 INV IN: 1010.05
 INV OUT: 1010.01

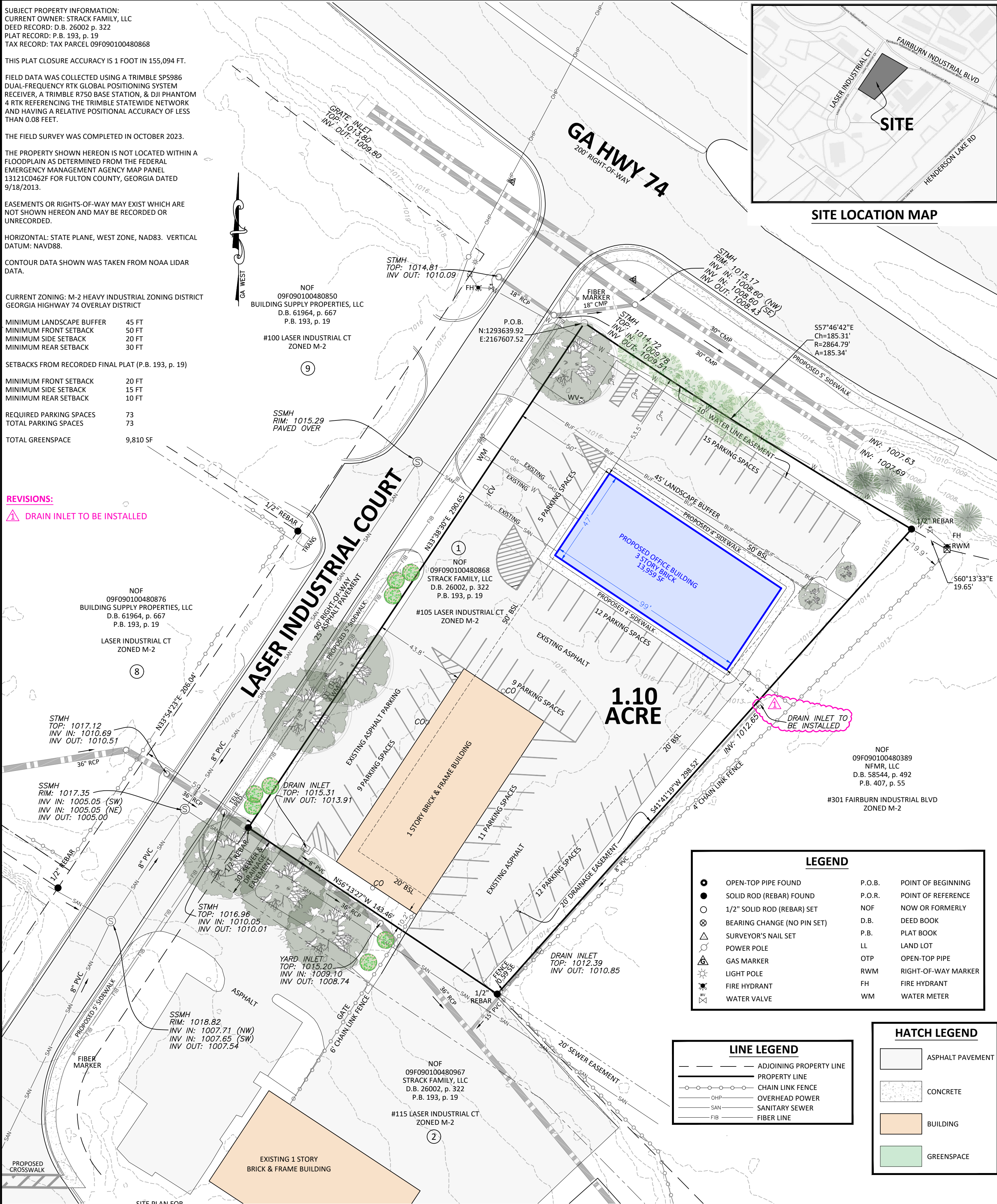
SSMH RIM: 1018.82
 INV IN: 1007.71 (NW)
 INV IN: 1007.65 (SW)
 INV OUT: 1007.54

SITE PLAN FOR
STRACK FAMILY, LLC
 LAND LOT 48, DISTRICT 9F
 CITY OF FAIRBURN
 FULTON COUNTY, GEORGIA

0' 30' 60' 90'
 SCALE 1" = 30' FEBRUARY 21, 2024



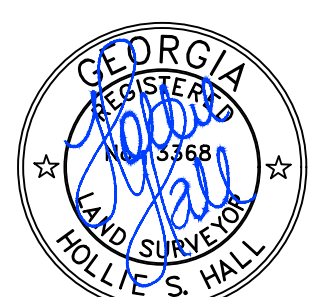
SITE LOCATION MAP



| LEGEND | | | |
|--------|-----------------------------|--------|---------------------|
| ● | OPEN-TOP PIPE FOUND | P.O.B. | POINT OF BEGINNING |
| ● | SOLID ROD (REBAR) FOUND | P.O.R. | POINT OF REFERENCE |
| ○ | 1/2" SOLID ROD (REBAR) SET | NOF | NOW OR FORMERLY |
| ⊗ | BEARING CHANGE (NO PIN SET) | D.B. | DEED BOOK |
| △ | SURVEYOR'S NAIL SET | P.B. | PLAT BOOK |
| ⊙ | POWER POLE | LL | LAND LOT |
| ⊙ | GAS MARKER | OTP | OPEN-TOP PIPE |
| ⊙ | LIGHT POLE | RWM | RIGHT-OF-WAY MARKER |
| ⊙ | FIRE HYDRANT | FH | FIRE HYDRANT |
| ⊙ | WATER VALVE | WM | WATER METER |

| LINE LEGEND | |
|-------------|-------------------------|
| --- | ADJOINING PROPERTY LINE |
| --- | PROPERTY LINE |
| —○—○— | CHAIN LINK FENCE |
| —○—○— | OVERHEAD POWER |
| —○—○— | SANITARY SEWER |
| —○—○— | FIBER LINE |

| HATCH LEGEND | |
|--------------------|------------------|
| [Hatched Box] | ASPHALT PAVEMENT |
| [Dotted Box] | CONCRETE |
| [Solid Orange Box] | BUILDING |
| [Green Box] | GREENSPACE |



125 Laser Industrial Ct. Fairburn, GA 30213
 (770) 969-1591 • STRACKINC.COM



© 2024 GASKINS + LECRAW, INC.
1266 POWDER SPRINGS RD SW
MARIETTA, GA 30064
PHONE - 770.424.7168
www.gaskinsleccraw.com

PEF008127

REVISIONS:

| NO. | DATE | BY | CHKD BY |
|-----|------|----|---------|
| 1 | | | |
| 2 | | | |
| 3 | | | |
| 4 | | | |
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| 21 | | | |
| 22 | | | |

| ORDINANCE REQUIREMENTS | |
|--------------------------|------------|
| STREET TREE REQUIREMENT: | 5,500 S.F. |
| 1 TREE / 250 S.F. = | 22 TREES |

| SITE SUMMARY | |
|-----------------------|--------------------------|
| SITE AREA | |
| SITE AREA: | 1.10 ACRES (47,916 S.F.) |
| ZONING CLASSIFICATION | |
| JURISDICTION: | CITY OF FAIRBURN |
| ZONING: | M-2 |
| ADJACENT ZONING: | M-2 |
| BUILDING SETBACKS | |
| FRONT: | 20' |
| SIDE: | 20' |
| REAR: | 20' |
| BUILDING SUMMARY | |
| BUILDING AREA: | 9,800 S.F. |
| BUILDING COVERAGE: | 20% |
| PARKING SUMMARY | |
| EXISTING PARKING: | (MIN) 1 SPACES/— S.F. |

| HATCH LEGEND | |
|--------------|-------------|
| | SOD / GRASS |
| | MULCH |

TREE REQUIREMENT NOTE

THERE ARE NINE (9) EXISTING TREES ALONG LASER INDUSTRIAL COURT THAT ARE PROPOSED TO REMAIN. THERE ARE ELEVEN (11) PROPOSED TREES TO MEET THE REQUIREMENT OF TWENTY-TWO (22) TREES REQUIRED BY THE CITY OF FAIRBURN.

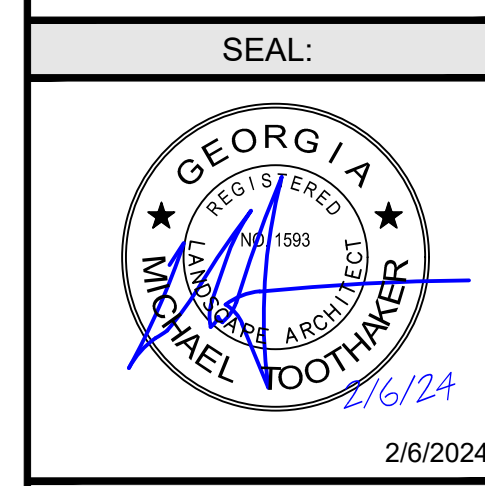
NOTE

ALL QUANTITIES ARE FOR A GENERAL GUIDE ONLY. CONTRACTOR SHALL CONFIRM ALL QUANTITIES PRIOR TO BIDDING AND INSTALLATION. GASKINS + LECRAW, INC. SHALL TAKE NO RESPONSIBILITY FOR THE ACCURACY OF THE QUANTITIES PROVIDED.

| PLANT LIST | | | | |
|---------------------------------------|------------------------------------------|-------------------------|------------|------------------|
| | BOTANICAL NAME | COMMON NAME | QUANTITY | SIZE |
| TREES: | (AO) Acer rubrum 'October Glory' | October Glory Red Maple | 6 | 3" CAL. 25' O.C. |
| | (LT) Lagerstroemia x 'Tuscarora' | Dark Pink Crape Myrtle | 2 | 3" CAL. 30' O.C. |
| | (OP) Quercus phellos | Willow Oak | 3 | 3" CAL. 30' O.C. |
| | (LP) Ulmus americana 'Princeton' | Princeton American Elm | 2 | 3" CAL. 30' O.C. |
| | TOTAL NUMBER OF TREES = | | | 13 |
| SHRUBS: | (IC) Ilex crenata 'Sky Pencil' | Sky Pencil Holly | 43 | 1 GAL. 7' O.C. |
| | (IP) Ilicium parviflorum | Anise | 21 | 3 GAL. 5' O.C. |
| | (LP) Loropetalum chinensis rubrum 'Ruby' | Ruby Loropetalum | 21 | 3 GAL. 5' O.C. |
| TOTAL NUMBER OF SHRUBS: | | | 85 | |
| GROUNDCOVERS/VINES/PERENNIALS: | (SOD) Cynodon dactylon | Bermuda Grass | 9,000 S.F. | |
| | (MUL) Mulch | Pinestraw | 2,100 S.F. | |

CLIENT
STRACK FAMILY, LLC
CLIENT ADDRESS

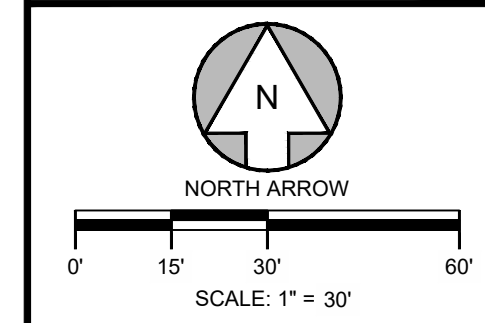
PROJECT
STRACK FAMILY, LLC
CITY OF FAIRBURN
LAND LOT 48, DISTRICT 9F
CITY OF FAIRBURN, FULTON COUNTY, GEORGIA



CALL BEFORE YOU DIG



SCALE & NORTH ARROW:



DESIGN INFO:

DRAWN BY: _____
DESIGNED BY: _____
REVIEWED BY: _____
JOB #: _____ PROJECT NUMBER
DATE: _____ ORIGINAL SUBMITTAL DATE

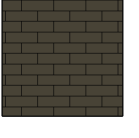
LANDSCAPE PLAN
L-1.0

Drawing name: C:\Users\jaleym\Gaskins+LeCraw\Dropbox\Shared\Foldern\Engineering\100000 - Strack Family LLC - Lot 1 StrackCADD\CONSTR\100000 - 11 - LANDSCAPE.dwg LANDSCAPE PLAN Feb 06, 2024 4:07pm by:jaleym

| | |
|-------------------------------------------------------------------------------------|---------------------|
|  | WALNUT BRICK |
|  | WHITESTONE BRICK |
|  | GREYSTONE .75 BRICK |



① EXTERIOR ELEVATION - PROJECT NORTH - FRONT FACING FAIRBURN IND. BLVD.
1/4" = 1'-0"

| | |
|-------------------------------------------------------------------------------------|---------------------|
|  | WALNUT BRICK |
|  | WHITESTONE BRICK |
|  | GREYSTONE .75 BRICK |



① EXTERIOR ELEVATION - PROJECT EAST - SIDE
1/4" = 1'-0"

② EXTERIOR ELEVATION - PROJECT WEST - STREET FACING LASER INDUSTRIAL CT.
1/4" = 1'-0"



① EXTERIOR ELEVATION - PROJECT SOUTH - REAR
1/4" = 1'-0"















**CITY OF FAIRBURN
PLANNING AND ZONING COMMISSION
AGENDA ITEM**

To: Planning and Zoning Commission

From: Denise Brookins

Date: April 2, 2024, Planning and Zoning Commission

Agenda Item: Rezoning: R-3, R-4 Residential to O&I Office and Institutional

APPLICANT/PETITIONER INFORMATION

| | |
|-----------------------------|-----------------------------|
| Property Owner | Petitioner |
| Temple Of Prayer Church Inc | Temple Of Prayer Church Inc |

PROPERTY INFORMATION

Parcel Number, Address

Parcel ID: 09F101000520370, 0 Green St.,
 Parcel ID: 09F101000520354, Senoia Rd.,
 Parcel ID: 09F101500470027, 163 Senoia Rd.
 Parcel ID: 09F101000520396, 228 Green St.
 Parcel ID: 09F101000520347, Senoia Rd.,
 Parcel ID: 09F101500470019, 0 Green St.,

Frontage: Senoia Rd and Green St

Area of Property: -

Existing Zoning and Use: R-3 and R-4, Place of Worship

Overlay District: N/A

Prior Zoning Cases/History: N/A

2035 Comprehensive Future Land Use Map Designation: The Town Center Mixed Use character area includes Downtown Fairburn and the surrounding core. Downtown is the historic node of the city, with traditional, commercial land uses and limited residential development.

Proposed Zoning: O&I Office and Institutional

INTENT

The applicant is requesting to rezone several parcels from Residential (R-3 & R-4) to O&I Office and Institutional. The applicant is seeking to rezone the parcel to conform with the signage requirements for commercial areas. There are no proposed development plans.

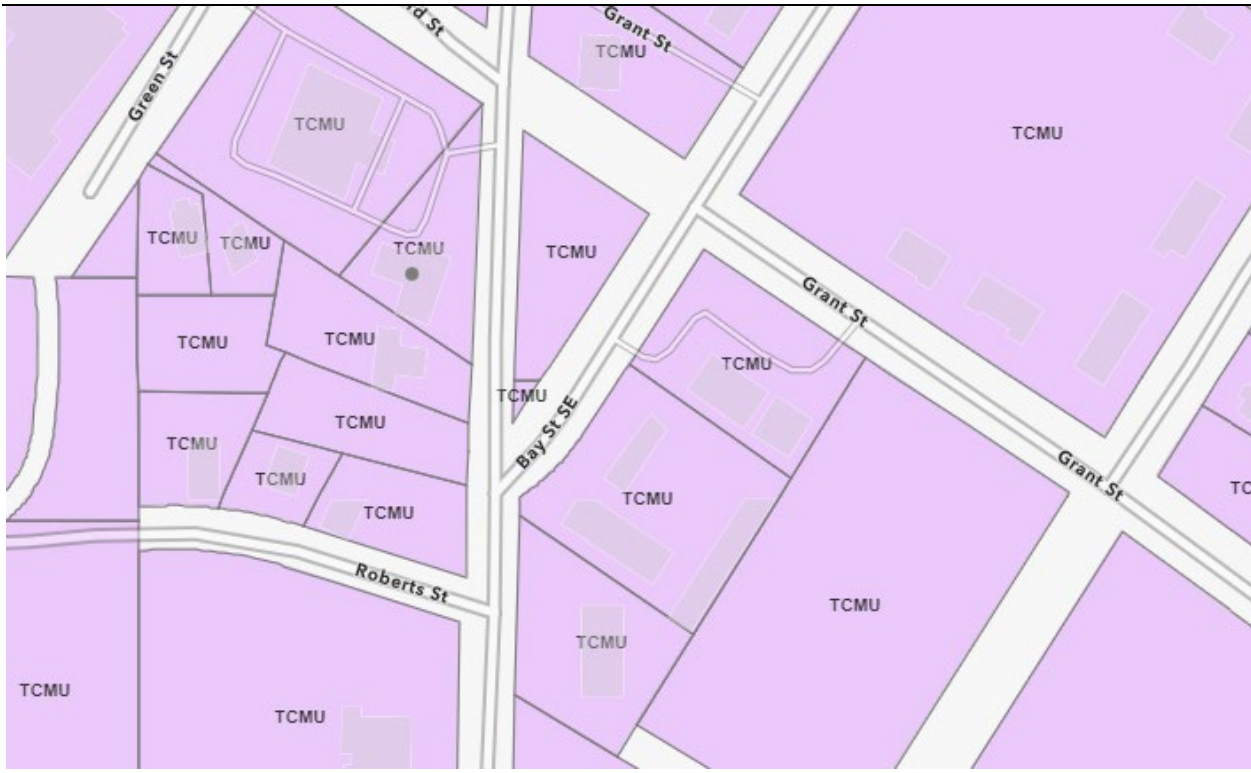
EXISTING LAND USE AND ZONING OF ABUTTING PROPERTIES

North: R-4 (Single-Family Residential District)
East: R-4 (Single-Family Residential District)
South: R-4 (Single-Family Residential District)
West: R-4 (Single-Family Residential District)

Zoning Map:



Future Land Use Map:



FLOOD HAZARD STATEMENT
 I HAVE THIS DATE, EXAMINED THE "FIA FLOOD HAZARD MAP" AND FOUND IN MY OPINION REFERENCED PARCEL IS NOT IN AN AREA HAVING SPECIAL FLOOD HAZARDS.
 PANEL 131210462Z EFFECTIVE DATE: 09/18/2013
 ZONE "X"

APPROPRIATE SQUARE FEET LIST

| | |
|-------------------|------|
| HOUSE | 2381 |
| DECK | 27 |
| SCREENED | 1863 |
| DECK | 139 |
| DECK | 361 |
| TOTAL APPROXIMATE | 3001 |

APPROPRIATE SQUARE FEET LIST

| | |
|-------------------|-----|
| HOUSE | 862 |
| DECK | 26 |
| TOTAL APPROXIMATE | 888 |

ALL MATTERS OF TITLE ARE EXCEPTED. THIS PLAT IS SUBJECT TO ALL LEGAL EASEMENTS AND RIGHTS-OF-WAY PUBLIC OR PRIVATE. NOTE: PROPERTY LINES SHOWN ON THIS MAP/PLAT REPRESENT PHYSICAL FIELD CONDITIONS BY EVIDENCE OF APPARENT POSSESSION (IRON PINS FOUND, OLD & ESTABLISHED FENCE LINES, OLD WALL LINES, SHRUBS & HERDS LINE, HOUSE LOCATIONS, ETC.) THEY MAY DIFFER AND BE IN CONFLICT WITH EVIDENCE FOUND AT THE APPLICABLE COUNTY COURTHOUSE. THEY MAY ALSO DIFFER FROM OTHER SURVEYOR OPINIONS AND/OR NEIGHBORS SURVEYS/PLATS. A FULL LAND TITLE REPORT OPINION ON ALL PROPERTIES, INCLUDING ADJACENT AND CONTIGUOUS PROPERTIES MAY BE NEEDED TO RESOLVE ALL POSSIBLE PROPERTY LINE DISPUTES OR DISCREPANCIES.

THIS MAP/PLAT WAS MADE WITHOUT THE BENEFIT OF A CURRENT TITLE COMMITMENT EASEMENTS AND ENCUMBRANCES MAY EXIST WHICH BENEFIT AND BURDEN THIS PROPERTY. THIS MAP/PLAT IS SUBJECT TO REVISIONS AND UPDATE UPON RECEIPT OF SAID TITLE COMMITMENT.

BUILDING LINES SHOWN HEREON DERIVED FROM VARIOUS ONLINE SOURCES. THEY MAY BE IN CONFLICT WITH OR DIFFER FROM INTERPRETATIONS OF GOVERNING AUTHORITIES. IT IS THE CLIENT'S OBLIGATION TO CONFIRM WITH PERMITTING AGENCIES BASED ON THEIR SPECIFIC CONSTRUCTION PROJECTS.

THIS MAP/PLAT HAS BEEN FIELD RUN WITH ASSUMED ELEVATIONS, THEN ADJUSTED TO NAVD 88 BASED ON MULTIPLE OBSERVATIONS FROM GOOGLE EARTH SATELLITE IMAGERY OR OTHER ONLINE SOURCES. THE ELEVATIONS SHOWN HEREON ARE +/- 1" (± ONE FOOT).

TREE SYMBOLS ARE NOT TO SCALE. TREE SYMBOLS REPRESENT POSITION OF TREE & ARE NOT THE CRITICAL ROOT ZONE (NOT DRUPLINE).

NOTE: ANY & ALL UNDERGROUND UTILITIES, I.E. SEWER, STORM, GAS, WATER, ETC. HAVE NOT BEEN FIELD LOCATED BY CONVENTIONAL SURVEY METHODS.

APPROPRIATE SQUARE FEET LIST

| | |
|-------------------|------|
| HOUSE | 2381 |
| DECK | 27 |
| SCREENED | 1863 |
| DECK | 139 |
| DECK | 361 |
| TOTAL APPROXIMATE | 3001 |



*** L E G E N D ***
 NOTE: ALL ITEMS IN THIS LEGEND MAY NOT APPEAR ON THIS PLAT.
 AKA ALSO KNOWN AS
 ARD AS PER DEED
 APP AS PER PLAT
 BSL BUILDING (SETBACK) LINE
 CP COMPUTED POINT
 CTP CURB TOP PIPE FOUND
 D DECK (BOOK/PAGE)
 DW DRIVEWAY
 EP EDGE OF PAVEMENT
 FFE FINISH FLOOR ELEVATION
 FFA FORMERLY KNOWN AS
 PFY IRON PIN FOUND
 L ARC LENGTH
 LL LAND LOT
 LLL LAND LOT LINE
 N NEIGHBORS

1988 1989

| | | |
|---|------------|------|
| 1 | 11/11/1988 | 1001 |
| 1 | 11/11/1988 | 1002 |
| 1 | 11/11/1988 | 1003 |
| 1 | 11/11/1988 | 1004 |
| 1 | 11/11/1988 | 1005 |
| 1 | 11/11/1988 | 1006 |
| 1 | 11/11/1988 | 1007 |
| 1 | 11/11/1988 | 1008 |
| 1 | 11/11/1988 | 1009 |
| 1 | 11/11/1988 | 1010 |
| 1 | 11/11/1988 | 1011 |
| 1 | 11/11/1988 | 1012 |
| 1 | 11/11/1988 | 1013 |
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| 1 | 11/11/1988 | 1016 |
| 1 | 11/11/1988 | 1017 |
| 1 | 11/11/1988 | 1018 |
| 1 | 11/11/1988 | 1019 |
| 1 | 11/11/1988 | 1020 |

1988 1989

| | | |
|---|------------|------|
| 1 | 11/11/1988 | 1001 |
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| 1 | 11/11/1988 | 1003 |
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| 1 | 11/11/1988 | 1010 |
| 1 | 11/11/1988 | 1011 |
| 1 | 11/11/1988 | 1012 |
| 1 | 11/11/1988 | 1013 |
| 1 | 11/11/1988 | 1014 |
| 1 | 11/11/1988 | 1015 |
| 1 | 11/11/1988 | 1016 |
| 1 | 11/11/1988 | 1017 |
| 1 | 11/11/1988 | 1018 |
| 1 | 11/11/1988 | 1019 |
| 1 | 11/11/1988 | 1020 |





| <u>Location</u> | <u>Total Acres</u> |
|--------------------------------------------|--------------------|
| Parcel ID: 09F101000520370, 0 Green St., | 0.9183 acres |
| Parcel ID: 09F101000520354, Senoia Rd., | 0.4316 acres |
| Parcel ID: 09F101500470027, 163 Senoia Rd. | 0.4054 acres |
| Parcel ID: 09F101000520396, 228 Green St. | 0.1041 acres |
| Parcel ID: 09F101000520347, Senoia Rd., | 0.8127 acres |
| Parcel ID: 09F101500470019, 0 Green St., | 0.1927 acres |

BACKGROUND

The subject parcels are located along Senoia Road and developed with several buildings and parking areas. The applicant, Temple of Prayer relocated to the site in 1991. The surrounding area includes places of worship, schools, residential homes, and small commercial developments.

A. Zoning Review:

(1) Whether the proposal is consistent and/or compatible with the city's plans, goals and objectives reflected in the city's comprehensive plan.

The comprehensive plan recommends the Town Center Mixed Use character. The goal is for the Downtown/Town Center Mixed Use Character Area to become the center of daily life in the city. The centralized location of Downtown Fairburn is ideal for denser town center mixed-use development patterns, with residential, commercial, civic/institutional/ office and educational uses.

The current use is institutional and does comply with the future land use designation.

Appropriate Uses

- Mixed Use
- Civic/Institutional/Educational
- Residential (all types)
- Commercial/Retail/Office

Development Strategies

- Maintain integrity of interconnected grid and pedestrian circulation
- Historic structures should be preserved or adaptively reused wherever possible
- New development should reflect the historical context of building mass, scale and setbacks
- Encourage mixed-use infill and redevelopment
- Encourage transit-supportive residential development
- Economic development strategies should continue to nurture thriving commercial activity
- Enhance tree planting to include more shade trees and ornamental streetscape plantings
- Ensure that future phases of streetscape enhancements are developed in harmony with previous efforts, as well as economic development goals of the City and the Downtown Development Authority
- Encourage development of various housing types

(2) How the proposal impacts the purposes of the overall zoning scheme, and whether the proposed change furthers the purposes of these zoning regulations. Applications for zoning amendments that do not contain specific site plans carry a rebuttable presumption that the proposed change shall adversely affect the zoning scheme.

Most of the subject parcels are developed, and the applicant does not plan to remove the existing building.

- (3) How the proposal impacts the character of the zoning district, the particular piece of property, neighborhoods, or the community.**

To the best of staff's knowledge, the proposal will not impact the character of the zoning district.

- (4) Whether the proposal creates an isolated district unrelated to adjacent properties and nearby districts.**

The applicant owns parcels to the north and south, but there are parcels nearby with the same zoning designation.



- (5) How the proposal impacts the aesthetic character of existing and future uses of the property and the surrounding area.**

The proposal will not impact the aesthetic character of existing and future uses in the area.

- (6) Whether the proposal is consistent with adjacent development densities and the density patterns reflected in the comprehensive plan.**

The proposal is consistent with adjacent development densities and the comprehensive plan.

- (7) How the proposal impacts the public health, safety, and general welfare.**

To the best of staff's knowledge, the proposal will not impact the public health, safety or general welfare of the community or surrounding area.

- (8) How the proposal impacts water, sewerage, other public facilities, or public services, and how the proposed amendment impacts expenditures of public funds.**

There are no anticipated additional impacts on public infrastructure.

- (9) How the proposal impacts traffic safety and congestion.**

The proposal will not have a significant impact on transportation infrastructure.

- (10) How the proposal impacts environmental conditions, including, but not limited to, drainage, soil erosion and sedimentation, flooding, air quality, water quality and quantity.**

To the best of staff's knowledge, the proposed rezoning and current development will not negatively impact environmental conditions.

(11) How the proposal impacts the provision of adequate light and air.

The proposed rezoning and current development will not negatively impact light or air.

(12) How the proposal impacts the value of adjacent property.

The use appears suitable for the nearby properties. There is no indication of any potential detrimental causes that would decrease the property value of surrounding or adjacent property.

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

No. There are no substantial reasons why the property cannot be used in accordance with existing regulations.

(14) Preservation of the integrity of residential neighborhoods shall carry greater weight than other factors. Where property fronts on a major thoroughfare and also adjoins an established residential neighborhood, the factor of preservation of the residential area shall carry greater weight.

To the best of staff's knowledge, the request will not impact the integrity of residential neighborhoods in the area.

Staff Recommendation:

The proposed zoning category of O-I (O&I Office and Institutional) is in conformance with the Comprehensive Plan for the area designated as Town Center mixed Use. The request to rezone will provide a transitional buffer from the industrial developments in the area. Based on the findings outlined in the analysis section of this staff report, City staff recommends **APPROVAL**.



APPLICATION FOR REZONING

City of Fairburn
Community Development Department
26 W. Campbellton Street
Fairburn, GA 30213

Date Received: _____

REZONING #: _____
(Office Use Only)

APPLICANT INFORMATION

| | | | |
|-----------------|-------------------------------------|-------|-----|
| Applicant Name: | Temple of Prayer Church, Inc. | | |
| Address: | 161 Senoia Road, Fairburn, GA 30213 | | |
| Phone: | 770-969-5126 | Cell: | N/A |
| | | Fax: | N/A |
| Email Address: | N/A | | |

OWNER INFORMATION (If different from Applicant)

| | | | |
|----------------|--------------------------------------------|-------|--------------|
| Owner Name: | Bishop Aaron B. Lackey | | |
| Address: | 7631 Cedar Grove Court, Fairburn, GA 30213 | | |
| Phone: | N/A | Cell: | 404-934-5837 |
| | | Fax: | N/A |
| Email Address: | BishopLackey@gmail.com | | |

PROPERTY INFORMATION

| | | | |
|-------------|-------------------------------------|-----------|---------|
| Address: | 161 Senoia Road, Fairburn, GA 30213 | | |
| Parcel ID#: | _____ | Land Lot: | 47 & 5R |
| | | District: | 9F |

REZONING REQUEST

| | | | |
|--------------------------------------|------------------------|--------------------|--------|
| Current Zoning: | Residential 4 | Current Land Use: | Church |
| Proposed Zoning: | Office + Institutional | Proposed Land Use: | Church |
| Proposed Density (Residential Only): | N/A | | |

SECTION I

REZONING REQUEST

Office use only:
ZONING CASE #: _____ ROAD FRONTAGE: _____

PROPERTY ADDRESS (if available): 161 Senoia Road, Fairburn, GA 30213

The undersigned, having an interest in the property herein described, respectfully petitions that said property be rezoned from Residential 4 Existing Zoning(s) to Office and Institutional Proposed Zoning(s)

SECTION IV

OWNER/PETITIONER

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 states under oath that he/she is the owner of the property described in the attached legal description, which is made part of this application.

TYPE OR PRINT OWNER'S NAME

ADDRESS

CITY & STATE ZIP CODE

OWNER'S SIGNATURE

EMAIL ADDRESS

Sworn to and subscribed before me this the _____ Day of _____ 20____

NOTARY PUBLIC

PHONE NUMBER

PART 2. 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").

Aaron B. Lackey
TYPE OR PRINT PETITIONER'S NAME

161 Senoia Road
ADDRESS

Fairburn, GA 30213
CITY & STATE ZIP CODE

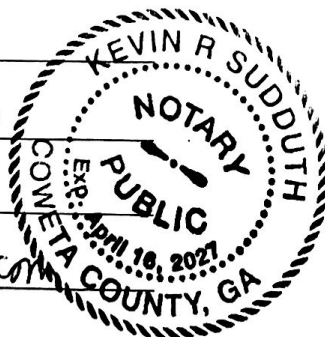
Aaron B. Lackey
PETITIONER'S SIGNATURE

BishopLackey@gmail.com
EMAIL ADDRESS

Sworn to and subscribed before me this the 7TH Day of SEPT 2023

Kevin R. Sudduth
NOTARY PUBLIC

(7)964-1551
PHONE NUMBER





IMPACT ANALYSIS

Applicant: Temple of Prayer Church, Inc.

Analyze the impact of the proposed rezoning and answer the following questions:

1. Does the proposal permit a use that is suitable in view of the use and development of adjacent and nearby property? Yes
2. Does the proposal adversely affect the existing use or usability of adjacent or nearby property? No
3. Does the property have a reasonable economic use as currently zoned? Yes No
4. Will the proposal result in a use that could cause an excessive or burdensome use of existing streets, transportation facilities, utilities or schools? No
5. Is the proposal in conformity with the policies and intent of the land use plan? Yes
6. Are there existing or changing conditions that affect the use and development of the property which support either approval or denial of the proposal? Yes
7. Does the proposal permit a use that can be considered environmentally adverse to the natural resources, environment and citizens of City of Fairburn? No

Attach additional sheets as needed.



DISCLOSURE REPORT FORM C

Office use only:

REZONING PETITION #: _____ CITY COUNCIL MEETING DATE: _____

Within the (2) years immediately preceding the filing of this zoning petition have you, as the applicant, owner and/or opponent for the rezoning petition, or an attorney or agent of the applicant or opponent for the rezoning petition, made any campaign contributions aggregating \$250.00 or more or made gifts having an aggregate value of \$250.00 to a member of City Council.

CIRCLE ONE: YES **NO**

If the answer is YES, proceed to sections 1 through 4.
If the answer is NO, complete only section 4.

1. CIRCLE ONE: **Party to Petition** In Opposition to Petition

If party to petition, complete sections 2, 3, and 4 below.
If in opposition, proceed to sections 3 and 4 below.

2. List all individuals or business entities which have an ownership interest in the property which is the subject of this rezoning petition: Temple of Prayer Church, Inc.

3. CAMPAIGN CONTRIBUTIONS:

| Name of Government Official | Total Dollar Amount | Date of Contribution | Enumeration and Description of Gift Valued at \$250.00 or more |
|-----------------------------|---------------------|----------------------|----------------------------------------------------------------|
| None | | | |
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |

4. The undersigned acknowledges that this disclosure is made in accordance with the Official Code of Georgia, Section 36-67A-1 et. seq. Conflict of interest in zoning actions, and that the information set forth herein is true to the undersigned's best knowledge, information and belief.

Name (print) Aaron B. Lackey

Signature: Aaron B. Lackey Date: 9/7/2023

PUBLIC PARTICIPATION PLAN

Applicant: Temple of Prayer Church, Inc.

1. The following individuals (property owners within 500 feet of the property), homeowner's associations, political jurisdictions, other public agencies, etc., will be notified:

Unknown

2. The individuals and others listed in 1. above will be notified of the requested rezoning/use permit using the following method(s): (e.g., letters, meeting notices, telephone calls, e-mails, etc.)

Letters and telephone calls

3. Individuals and others listed in 1. above will be allowed to participate in the following manner: (At least one meeting at a convenient time and location is required.)

A meeting at Temple of Prayer Church, Inc. that is convenient for all parties.

Attach additional sheets as needed.

PUBLIC PARTICIPATION PLAN REPORT

Applicant: _____ Petition No. _____

Date: _____

1. The following parties were notified of the requested rezoning/use permit:

2. The following meetings were held regarding this petition: (Include the date, time, and meeting location.)

3. The following issues and concerns were expressed:

4. The applicant's response to issues and concerns was as follows:

5. Applicants are required to attach copies of sign-in sheets from meetings as well as meeting announcements, i.e., notices, flyers, letters, and any other documentation which supports the opportunity for public input.

Attach additional sheets as needed.



SITE PLAN CHECKLIST

Site plans for rezoning and use permit must be folded, drawn to scale, no larger than 30" x 42", and shall, at a minimum, include the following information:

| ITEM # | DESCRIPTION | CHECK √ |
|--------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------|
| 1 | An accurate, up-to-date and certified survey of the property | |
| 2 | Name, address, phone number, and fax number of the owner, the developer and the designer who prepared the plan. | |
| 3 | Vicinity map with North arrow showing the property in relation to the general area | |
| 4 | Acreage of subject property | |
| 5 | Location of land lot lines and identification of land lots | |
| 6 | Existing, proposed new dedicated and future reserved rights-of-way of all streets, roads, and railroads adjacent to and on the subject property; Proposed streets on the subject site | |
| 7 | Current zoning of the subject site with required and/or proposed setbacks and adjoining properties | |
| 8 | Total are of the site, and the areas of the proposed to be devoted to impervious surfaces | |
| 9 | Proposed off-site layout including buildings, drives, parking, walkways, landscaped-areas, tree save area, buffers, easements, utilities and any other features necessary to properly present the development | |
| 10 | Layout and minimum lot size of proposed single family residential lots | |
| 11 | Topography on subject site | |
| 12 | Required landscape strips, undisturbed buffers, and any other natural areas as required or proposed | |
| 13 | Required and proposed parking spaces; Loading and unloading facilities | |
| 14 | Wetlands, lakes, streams and other waters on the site and associated buffers including the 100 year flood-plain, if appropriate. | |
| 15 | Proposed stormwater management facilities | |
| 16 | Architectural elevations to show the intended architectural character of the proposed building and the nature of the materials to be used. | |

Office use only:

Application reviewed by: _____

Staff signature: _____ Date: _____

Community Development/
Planning and Zoning

Staff printed name: _____

The undersigned acknowledges that the site plan is submitted in accordance with Chapter 62, Article V - The Building Process of the City of Fairburn Code of Ordinance and failure to comply shall render my application incomplete which may result in delay in the process of this application.

Applicant signature: *Aaron B. Lackey*

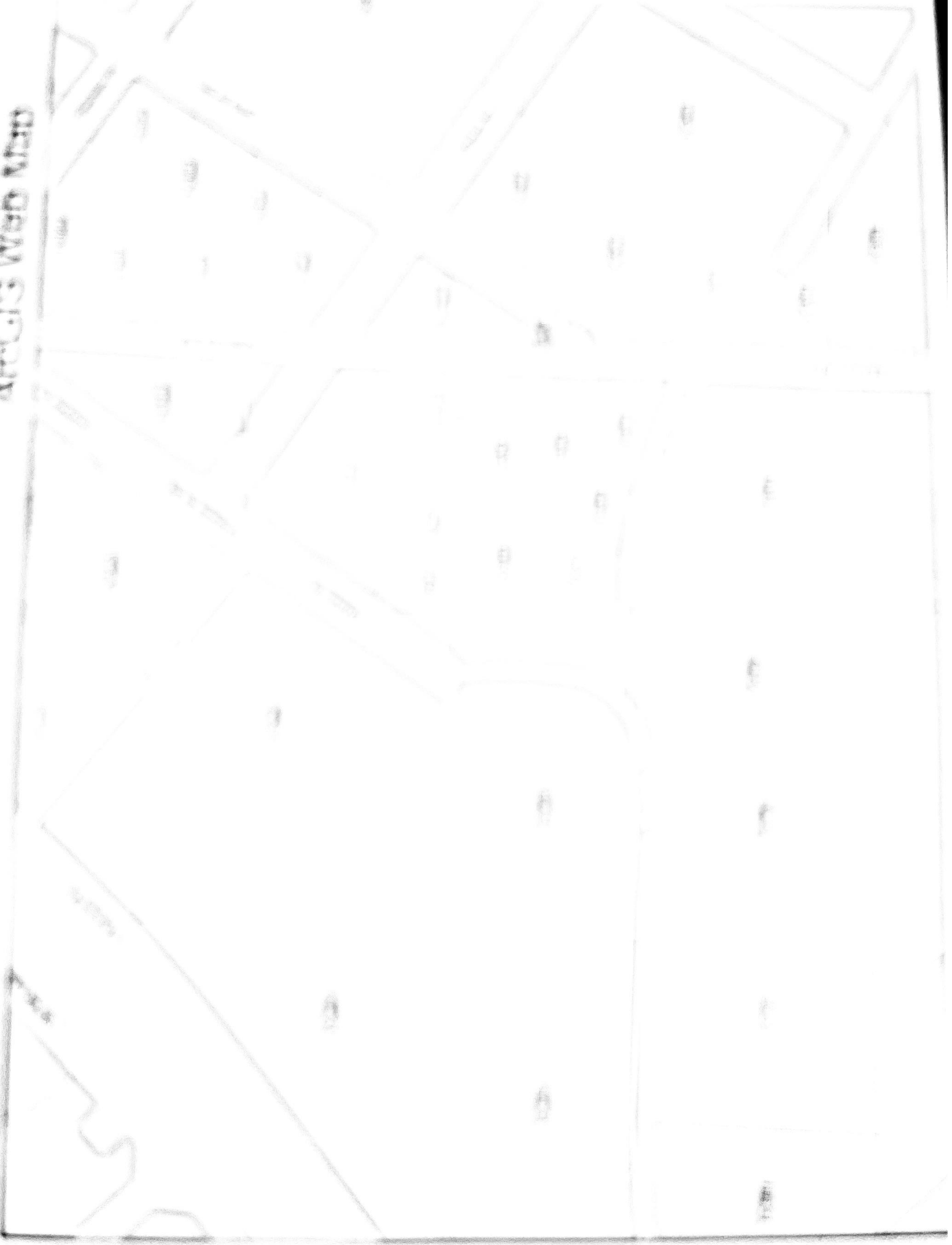
Date: 9/7/2023

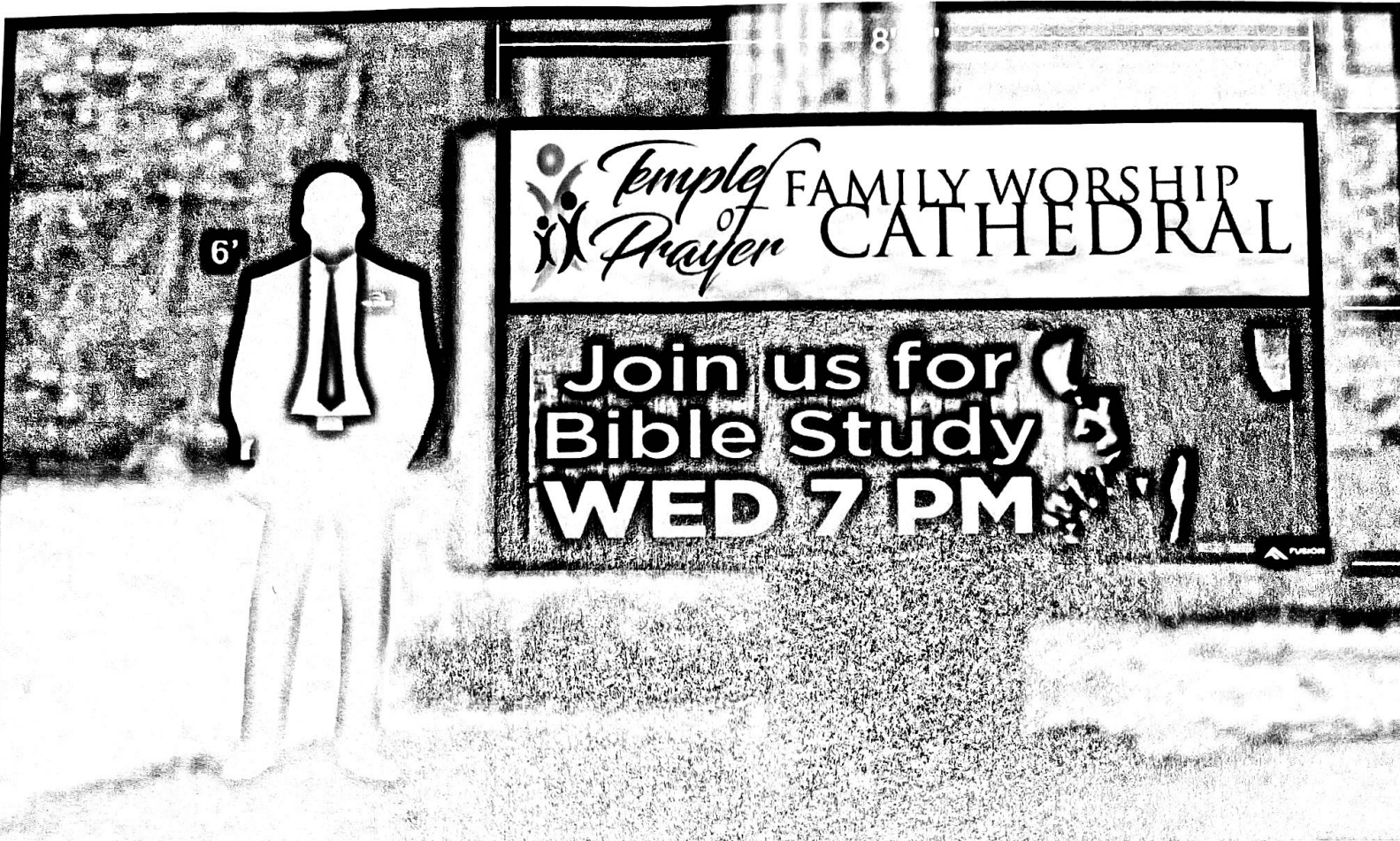
Applicant printed name: Aaron B. Lackey

ArcGIS Web Map



ARC-GIS Web Map





6'

Temple of Prayer FAMILY WORSHIP
CATHEDRAL

Join us for
Bible Study
WED 7 PM



**FAMILY WORSHIP
CATHEDRAL**

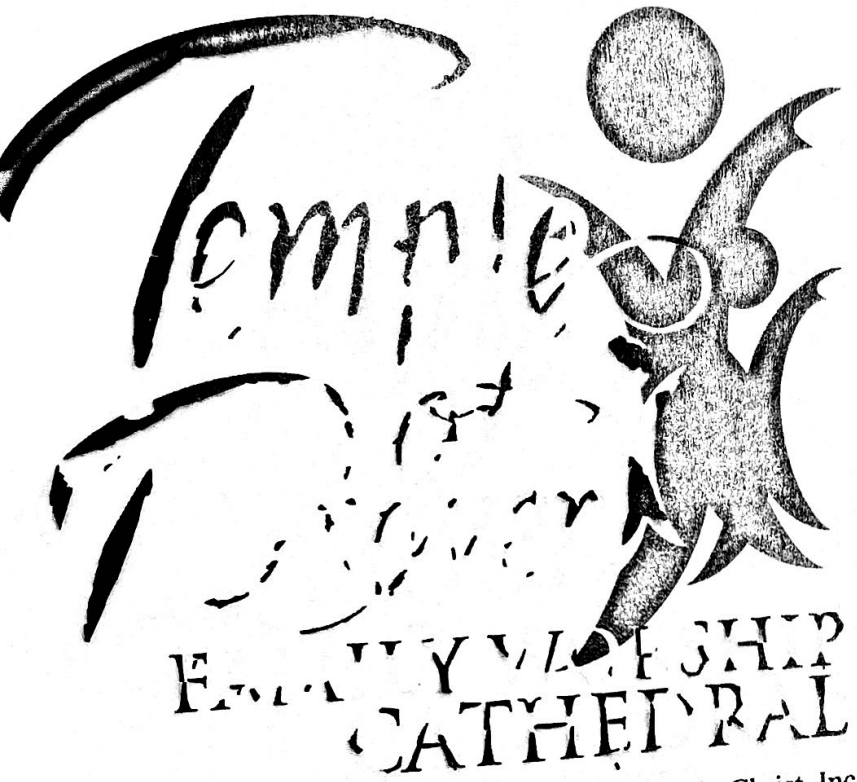
Intl Headquarters of the United Churches of God in Christ, Inc

**Bishop Aaron B. Lackey, Sr.
Senior Pastor**

Sunday School 9:00 am
Sunday Worship 10:00 am
Wednesday Service 7:00 pm

**SUNDAY
MORNING SERVICE**

**10AM
FACEBOOK TOP UTUBE**



FAMILY WORSHIP
CATHEDRAL

Int'l Headquarters of the United Churches of God in Christ, Inc.

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Sunday School 9:00 am
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Wednesday Service 7:00 pm

10 AM
SUNDAY MORNIG
WORSHIP SERVICE
FACEBOOK TOP UTUBE



APPLICATION FOR USE PERMIT

City of Fairburn
Community Development Department
26 W. Campbellton Street
Fairburn, GA 30213

Date Received: _____

USE PERMIT #: _____
(Office Use Only)

APPLICANT INFORMATION

| | | |
|--------------------------------------------------------------------------|------------------|-----------------|
| Applicant Name: <u>Safeguard Landfill Management c/o Henry Bailey</u> | | |
| Address: <u>600 Peachtree Street, Suite 3000, Atlanta, Georgia 30308</u> | | |
| Phone: <u>404-885-3348</u> | Cell: <u>N/A</u> | Fax: <u>N/A</u> |
| Email Address: <u>henry.bailey@troutman.com</u> | | |

OWNER INFORMATION (If different from Applicant)

| | | |
|----------------------------------|-------------|------------|
| Owner Name: <u>See attached.</u> | | |
| Address: _____ | | |
| Phone: _____ | Cell: _____ | Fax: _____ |
| Email Address: _____ | | |

PROPERTY INFORMATION

| | | |
|-------------------------------|-----------------|-----------------|
| Address: <u>See attached.</u> | | |
| Parcel ID#: _____ | Land Lot: _____ | District: _____ |

SECTION 1

USE PERMIT REQUEST

| |
|------------------------------------------------------------------|
| Office use only: USE PERMIT CASE # _____ ROAD FRONTAGE: _____ |
|------------------------------------------------------------------|

Under the provisions of Chapter 80, Article IV of the Zoning Ordinance, application is hereby made to obtain a Use Permit as follows:

CURRENT ZONING: Heavy Industrial (M-2)

USE PERMIT REQUEST: See attached letter of intent.

| Owner | Parcel ID |
|------------------------------------|------------------|
| Safeguard Landfill Management Inc. | 07-260001540892 |
| Safeguard Landfill Management, LLC | 07-260001350359 |
| | 07-260001540736 |
| | 07-260001540744 |
| | 07-260001540751 |
| HAW River Landco, LLC | 07-290001551516 |
| | 07-260001540876 |
| | 07-290001551557 |
| | 07-290001551540 |
| | 07-290001551185 |

SECTION II

OWNER/PETITIONER

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 states under oath that he/she is the owner of the property described in the attached legal description, which is made part of this application.

Safeguard Landfill Management Inc.
 TYPE OR PRINT OWNER'S NAME
 6895 Roosevelt Hwy
 ADDRESS
 Fairburn GA 30213
 CITY & STATE ZIP CODE
 [Signature]
 OWNER'S SIGNATURE
 emcaden@glm.com
 EMAIL ADDRESS

Sworn to and subscribed before me this the
 10th Day of December
 Rachel Rodriguez
 NOTARY PUBLIC
 404-716-1115
 PHONE NUMBER

PART 2. 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").

TYPE OR PRINT PETITIONER'S NAME
 ADDRESS
 CITY & STATE ZIP CODE
 PETITIONER'S SIGNATURE
 EMAIL ADDRESS

Sworn to and subscribed before me this the
 _____ Day of _____ 20____
 NOTARY PUBLIC
 PHONE NUMBER

SECTION V

ATTORNEY / AGENT

Check One: [] Attorney [] Agent
 Henry Bailey
 TYPE OR PRINT ATTORNEY / AGENT NAME
 SIGNATURE OF ATTORNEY / AGENT
 600 Peachtree Street, Suite 3000
 ADDRESS
 Atlanta, Georgia 30308
 CITY & STATE ZIP CODE

henry.bailey@troutman.com
 EMAIL ADDRESS
 404-885-3348
 PHONE NUMBER
 PETITIONER'S SIGNATURE

SECTION II

OWNER/PETITIONER

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Safeguard Landfill Management, LLC
 TYPE OR PRINT OWNER'S NAME
 6895 Roosevelt Hwy
 ADDRESS
 Fairburn GA 30213
 CITY & STATE ZIP CODE
 [Signature]
 OWNER'S SIGNATURE
 emcaden@glenv.com
 EMAIL ADDRESS

Sworn to and subscribed before me this the
 10th Day of December 2015
 [Signature]
 NOTARY PUBLIC
 404-716-1115
 PHONE NUMBER



PART 2. 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").

TYPE OR PRINT PETITIONER'S NAME
 ADDRESS
 CITY & STATE ZIP CODE
 PETITIONER'S SIGNATURE
 EMAIL ADDRESS

Sworn to and subscribed before me this the
 _____ Day of _____ 20____
 NOTARY PUBLIC
 PHONE NUMBER

SECTION V

ATTORNEY / AGENT

Check One: [] Attorney [] Agent
 Henry Bailey
 TYPE OR PRINT ATTORNEY / AGENT NAME
 SIGNATURE OF ATTORNEY / AGENT
 600 Peachtree Street, Suite 3000
 ADDRESS
 Atlanta, Georgia 30308
 CITY & STATE ZIP CODE

henry.bailey@troutman.com
 EMAIL ADDRESS
 404-885-3348
 PHONE NUMBER
 PETITIONER'S SIGNATURE

SECTION II

OWNER/PETITIONER

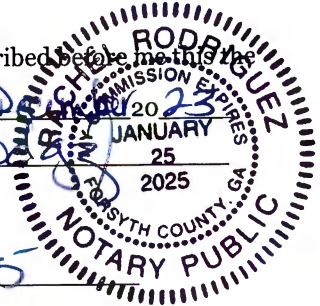
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Part 1. Owner states under oath that he/she is the owner of the property described in the attached legal description, which is made part of this application.

HAW River Landco, LLC
 TYPE OR PRINT OWNER'S NAME
 6695 Roosevelt Hwy
 ADDRESS
 Fairburn GA 30213
 CITY & STATE ZIP CODE
 [Signature]
 OWNER'S SIGNATURE
 emaden@glenv.com
 EMAIL ADDRESS

Sworn to and subscribed before me this the
 4th Day of JANUARY 2025
 [Signature]
 NOTARY PUBLIC
 404-711-1115
 PHONE NUMBER



PART 2. 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").

TYPE OR PRINT PETITIONER'S NAME
 ADDRESS
 CITY & STATE ZIP CODE
 PETITIONER'S SIGNATURE
 EMAIL ADDRESS

Sworn to and subscribed before me this the
 _____ Day of _____ 20____
 NOTARY PUBLIC
 PHONE NUMBER

SECTION V

ATTORNEY / AGENT

Check One: [] Attorney [] Agent
 Henry Bailey
 TYPE OR PRINT ATTORNEY / AGENT NAME
 SIGNATURE OF ATTORNEY / AGENT
 600 Peachtree Street, Suite 3000
 ADDRESS
 Atlanta, Georgia 30308
 CITY & STATE ZIP CODE

henry.bailey@troutman.com
 EMAIL ADDRESS
 404-885-3348
 PHONE NUMBER
 PETITIONER'S SIGNATURE

SECTION II

OWNER/PETITIONER

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Part 1. Owner states under oath that he/she is the owner of the property described in the attached legal description, which is made part of this application.

 TYPE OR PRINT OWNER'S NAME

 ADDRESS

 CITY & STATE ZIP CODE

 OWNER'S SIGNATURE

 EMAIL ADDRESS

Sworn to and subscribed before me this the
 _____ Day of _____ 20____

 NOTARY PUBLIC

 PHONE NUMBER

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 TYPE OR PRINT PETITIONER'S NAME

 ADDRESS

 CITY & STATE ZIP CODE

 PETITIONER'S SIGNATURE

 EMAIL ADDRESS

Sworn to and subscribed before me this the
 _____ Day of _____ 20____

 NOTARY PUBLIC


 PHONE NUMBER

SECTION V

ATTORNEY / AGENT

Check One: [] Attorney [] Agent
 Henry Bailey

 TYPE OR PRINT ATTORNEY / AGENT NAME


 SIGNATURE OF ATTORNEY / AGENT

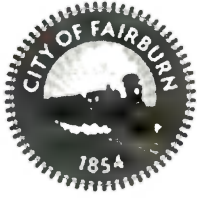
600 Peachtree Street, Suite 3000
 ADDRESS

Atlanta, Georgia 30308
 CITY & STATE ZIP CODE

henry.bailey@troutman.com
 EMAIL ADDRESS

404-885-3348
 PHONE NUMBER

 PETITIONER'S SIGNATURE



DISCLOSURE REPORT

Office use only:

USE PERMIT PETITION #: _____ CITY COUNCIL MEETING DATE: _____

Within the (2) years immediately preceding the filing of this zoning petition have you, as the applicant, owner and/or opponent for the use permit petition, or an attorney or agent of the applicant or opponent for the use permit petition, made any campaign contributions aggregating \$250.00 or more or made gifts having an aggregate value of \$250.00 to a member of City Council.

CIRCLE ONE: YES NO

If the answer is *YES*, proceed to sections 1 through 4.
If the answer is *NO*, complete only section 4.

1. **CIRCLE ONE:** Party to Petition In Opposition to Petition

If party to petition, complete sections 2, 3, and 4 below.
If in opposition, proceed to sections 3 and 4 below.

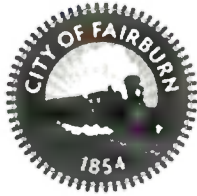
2. List all individuals or business entities which have an ownership interest in the property which is the subject of this use permit petition: _____

3. CAMPAIGN CONTRIBUTIONS:

| Name of Government Official | Total Dollar Amount | Date of Contribution | Enumeration and Description of Gift Valued at \$250.00 or more |
|-----------------------------|---------------------|----------------------|----------------------------------------------------------------|
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4. The undersigned acknowledges that this disclosure is made in accordance with the Official Code of Georgia, Section 36-67A-1 et. seq. Conflict of interest in zoning actions, and that the information set forth herein is true to the undersigned's best knowledge, information and belief.

Name (print) Safeguard Landfill Management Inc.
Signature: [Handwritten Signature] Date: 12-6-23



DISCLOSURE REPORT

Office use only:

USE PERMIT PETITION #: _____ CITY COUNCIL MEETING DATE: _____

Within the (2) years immediately preceding the filing of this zoning petition have you, as the applicant, owner and/or opponent for the use permit petition, or an attorney or agent of the applicant or opponent for the use permit petition, made any campaign contributions aggregating \$250.00 or more or made gifts having an aggregate value of \$250.00 to a member of City Council.

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| Name of Government Official | Total Dollar Amount | Date of Contribution | Enumeration and Description of Gift Valued at \$250.00 or more |
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Name (print) Safeguard Landfill Management, LLC

Signature: *[Handwritten Signature]* Date: 12-6-23



DISCLOSURE REPORT

Office use only:

USE PERMIT PETITION #: _____ CITY COUNCIL MEETING DATE: _____

Within the (2) years immediately preceding the filing of this zoning petition have you, as the applicant, owner and/or opponent for the use permit petition, or an attorney or agent of the applicant or opponent for the use permit petition, made any campaign contributions aggregating \$250.00 or more or made gifts having an aggregate value of \$250.00 to a member of City Council.

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|-----------------------------|---------------------|----------------------|----------------------------------------------------------------|
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Name (print) HAW River Landco, LLC
 Signature: *[Handwritten Signature]* Date: 12-6-23



DISCLOSURE REPORT

Office use only:
 USE PERMIT PETITION #: _____ CITY COUNCIL MEETING DATE: _____

Within the (2) years immediately preceding the filing of this zoning petition have you, as the applicant, owner and/or opponent for the use permit petition, or an attorney or agent of the applicant or opponent for the use permit petition, made any campaign contributions aggregating \$250.00 or more or made gifts having an aggregate value of \$250.00 to a member of City Council.

CIRCLE ONE: YES NO

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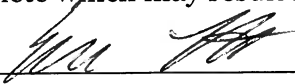
3. CAMPAIGN CONTRIBUTIONS:

| Name of Government Official | Total Dollar Amount | Date of Contribution | Enumeration and Description of Gift Valued at \$250.00 or more |
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4. The undersigned acknowledges that this disclosure is made in accordance with the Official Code of Georgia, Section 36-67A-1 et. seq. Conflict of interest in zoning actions, and that the information set forth herein is true to the undersigned's best knowledge, information and belief.

Name (print) Henry Bailey
 Signature: [Handwritten Signature] Date: 2.5.24

The undersigned acknowledges that the site plan is submitted in accordance with Chapter 62, Article V - The Building Process of the City of Fairburn Code of Ordinance and failure to comply shall render my application incomplete which may result in delay in the process of this application.

Applicant signature: 

Date: 12-6-23

Applicant printed name: Eric McAden

Henry A. Bailey, Jr.
D 404.885.3348
henry.bailey@troutman.com

February 5, 2024

VIA EMAIL

City of Fairburn
Community Development Department
26 W. Campbellton Street
Fairburn, GA 30213

**Re: Letter of Intent for Text Amendment and Special Land Use Permit – 7700
Roosevelt Highway**

To Whom It May Concern,

Safeguard Landfill Management (the "Applicant") submits the enclosed applications for a special land use permit and text amendment to allow the expansion of the Applicant's currently operating construction and debris landfill (the "C&D Landfill") located at 7700 Roosevelt Highway (the "Property"). The Property is zoned Heavy Industrial (M-2) and includes approximately 207.67 acres and the C&D Landfill is operating on 179.5 acres spread across five parcels. The text amendment and special land use permit requested by this application will allow for the expansion of the C&D Landfill on an additional 28.17 acres on five parcels already owned by the Applicant within the boundaries of the site.

A. Background.

In 2004, the Property was annexed into the City of Fairburn and was zoned M-2. The Property was already operating as a C&D Landfill and the use was added to the list of permitted uses in the M-2 zoning district in 2008. The zoning ordinance was subsequently amended to remove the C&D Landfill as a permitted use in 2012 and instead required all landfills to be granted a use permit. The use permit requires the satisfaction of twelve different standards and as a result of these standards the C&D Landfill became legally non-conforming. In 2020 the Applicant filed requests for a text amendment and special use permit but the requests were denied. The Applicant respectfully resubmits the enclosed text amendment and special use permit applications to remedy the legally non-conforming use and to expand the operations of the landfill within the boundaries of the Property.

The specific text that the applicant is requesting to amend is use permit standard number eleven that requires a minimum one-mile radius between the landfill or expanded landfill and residentially used or zoned property. The C&D Landfill is the only landfill located in the City of Fairburn and is located within one-mile of residentially used and zoned property. Notwithstanding the foregoing, the area of the proposed expansion is not any closer to the

residentially zoned and used property than the operation currently sits. In fact, the area of the expansion is located along Roosevelt Highway and is immediately adjacent to other M-2 zoned property. The text, as written, does not serve its intended purpose given the existing operation of the C&D Landfill. Applicant respectfully requests to amend the text to allow the expansion of the C&D Landfill on Property already owned by the Applicant, which will bring the property into compliance with City of Fairburn requirements.

Concurrent with the requested text amendment, the Applicant is also requesting the required special land use permit. As shown on the enclosed site plan, the C&D Landfill will be expanded along Roosevelt Highway. As stated above, the location of the expansion is not any closer to the existing residential uses than the C&D Landfill is already located. The expansion of the C&D Landfill will allow for the useful life to be extended while not creating any adverse effects on the surrounding area. To be abundantly clear, the designation of the landfill will not be changed or otherwise altered. The only waste material that will be delivered to the Property is construction and debris material. No household waste will be delivered, accepted or processed on the Property. Further, no additional traffic, noise or odor will be generated nor will there be any additional points of access. Applicant will satisfy all other requirements of the zoning ordinance including the required exterior buffering.

B. Proposed Text Amendment.

The Applicant is requesting to amend the text of the special use standards for landfills. Specifically, Section 80-220(b)(11) states the following in its current form:

(11) No portion of a new or expanded landfill shall be located within a one mile radius of the property lines of a residentially zoned or used property. An expanded landfill shall not include any expanded use within the parcel boundaries of an existing site or location.

Applicant requests to delete and replace Section 80-220(b)(11) with the following:

(11) No portion of a new landfill shall be located within a one mile radius of the property lines of a residentially zoned or used property.

The Applicant believes the amended text allows for the intent of the ordinance, which is to protect residential property from the encroachment of landfills and solid waste uses to continue being served while allowing the current C&D Landfill to expand and operate legally within its existing boundaries. There is no appropriately zoned property in the City of Fairburn that will allow for the siting of a new landfill under the current text or the text as amended.

C. Special Use Permit Justifications.

(1) Whether the proposed use is consistent with the comprehensive land use plan adopted by the City Council?

The future land use map indicates the Property is designated Industrial. The Property is zoned M-2 and the existing and proposed expansion of the C&D Landfill is an industrial use.

The existing and proposed expansion of the C&D Landfill is consistent with the comprehensive land use plan.

(2) Compatibility with land uses and zoning districts in the vicinity of the property for which the use permit is proposed?

The proposed use is consistent and compatible with the other land uses and zoning districts in the vicinity of the Property. The majority of the land uses in the immediate area are industrial and are planned to be industrial in the future by the comprehensive land use plan. The area of the proposed expansion is located in an area of the Property that is the farthest away from all residentially zoned or used properties in the immediate area. In other words, the proposed expansion is located no closer to the residential properties than the existing C&D Landfill is already located.

(3) Whether the proposed use may violate local, state, and/or federal statutes, ordinances or regulations governing land development?

The purpose of this application, in part, is to remedy the existing legal non-conforming status of the current C&D Landfill use on the Property. The use is regulated under specific state and federal guidelines. The use is compliant with the state and federal guidelines and will not violate other local, state or federal statutes, ordinances or regulations governing land development.

(4) The effects of the proposed use on traffic flow, vehicular and pedestrian, along adjoining streets?

There will be no impact on traffic flow, vehicular and pedestrian activity along the Roosevelt Highway or Bishop Road. The existing operation will continue in its current form even with the expansion onto new areas of the Property. There will be no increases of traffic to and from the Property following the expansion.

(5) The location and number of off-street parking spaces?

The existing parking spaces on the Property will remain and no additional spaces will be required as the current level of operations will be unchanged.

(6) The amount and location of open spaces?

There are extensive areas of open space on the Property. The entire property includes vegetative buffering on the perimeter, which includes 84 acres of undisturbed space.

(7) Protective Screening?

As stated above and shown on the enclosed site plan, there is extensive buffering that will remain undisturbed around the entire perimeter of the Property. All additional screening requirements mandated by the use permit standards will be satisfied.

(8) Hours and Manner of Operation?

The hours and manner of operation will continue in its current state in compliance with the requirements for landfill sites within the window of 6:00am to 6:00pm.

(9) Outdoor Lighting?

The outdoor lighting on the Property is and will continue to be focused internally. The internally focused lighting is controlled in a manner that works to not disturb or impact surrounding or adjacent properties.

(10) Ingress and Egress to the Property?

The C&D Landfill contains an access point on Bishop Road and an access point on Roosevelt Highway. The proposed expansion of the C&D Landfill will not require any additional access points and none shall be provided as shown on the enclosed site plan.

Best regards,

A handwritten signature in blue ink, appearing to read 'HAB', is positioned above the name of the signatory.

Henry A. Bailey, Jr.

ZONING TEXT AMENDMENT INITIATION PROCESS

The owner of property within the City, or his authorized agent, may apply for a zoning text amendment. In order to be accepted for consideration, all required application forms and documentation must be complete. A checklist is included, specifying the required documentation comprising a complete application packet.

APPLICANT'S CHECKLIST

| ITEM # | REQUIRED ITEM | NUMBER OF COPIES | CHECK |
|--------|------------------------------------------------------|-----------------------|-------|
| 1. | Application Form | 1 original and 1 copy | √ |
| 2. | Letter of Intent (including proposed text amendment) | 1 original and 1 copy | |

ITEM 1. PREAPPLICATION REVIEW MEETING: Prior to submitting an application, all applicants are required to meet with a planner who will review the applicant's proposal. *This meeting must be completed by the Friday before Monday's filing deadline.* Applicants are required to bring the proposed text amendment to the meeting. Call the Planning and Zoning Office at 770-964-2244 to schedule an appointment.

ITEM 2. APPLICATION FORM: Original and notarized signatures of the property owner(s) and applicant(s) or a notarized statement by the applicant as to ownership are required. If a contract is used in lieu of the owner's signature, the signature on the contract must be an original and the contract must be valid for the duration of the zoning text amendment process. See the application form for additional details.

ITEM 3. LETTER OF INTENT: The Letter of Intent should state the requested zoning text amendment, Article numbers and section of all affected ordinances relating to proposed amendment, if applicable, detailed text of proposed changes.

PUBLIC HEARINGS

A) The Planning and Zoning Commission will review the petition and forward a recommendation to the Mayor and City Council on the first Tuesday of each month at 7:00 p.m. at City Hall.

B) The Mayor and City Council hold public hearings for zoning text petitions on the fourth Monday of each month at 7:00 p.m. at City Hall.

PUBLIC NOTICE

Publish notice of the public hearing in a newspaper of general circulation at least 15 days, but no more than 45 days prior to the public hearing at which an application will be heard. The published notice shall contain the time, place and purpose of the hearing and the location of the property if applicable (zoning text amendments may not always be property specific). Renotification is not required when a petition is deferred by the city council or the planning and zoning commission.

APPLICANT INFORMATION

Applicant name: Safeguard Landfill Management c/o Henry Bailey
Address: 600 Peachtree Street, Suite 3000, Atlanta, Georgia 30308
Phone: 404.885.3348 Cell: _____
Email address: henry.bailey@troutman.com

OWNER INFORMATION (If different from Applicant)

Owner Name: _____
Address: _____
Phone: _____ Cell: _____ Fax: _____
Email address: _____

PROPERTY INFORMATION (if applicable)

Address: See attached.
Parcel ID#: _____ Land Lot: _____ District: _____

ZONING TEXTED REQUEST

The undersigned, having an interest in the amendment of zoning text herein described, respectfully petitions that said zoning text be amended to the following:

Zoning Ordinance Article _____ **Section** _____

Existing Text:

See attached letter of intent.

Proposed Text:


| Owner | Parcel ID |
|------------------------------------|------------------|
| Safeguard Landfill Management Inc. | 07-260001540892 |
| Safeguard Landfill Management, LLC | 07-260001350359 |
| | 07-260001540736 |
| | 07-260001540744 |
| | 07-260001540751 |
| HAW River Landco, LLC | 07-290001551516 |
| | 07-260001540876 |
| | 07-290001551557 |
| | 07-290001551540 |
| | 07-290001551185 |

CERTIFICATION OF OWNERSHIP

I hereby certify that I am the owner of the property shown on the attached plat, described in the attached legal description, and identified as follows: _____

Safeguard Landfill Management Inc.

Type or Print Owner's Name




Owner's Signature

12-6-23

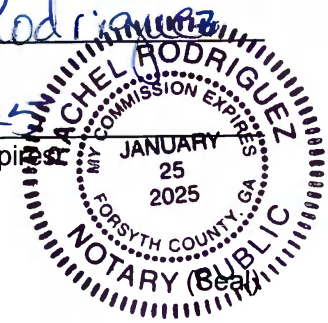
Date

Sworn and subscribed before me this
16th day of December, 2023



Notary Public
1/25/25

Commission Expires



POWER OF ATTORNEY (if owner is not the applicant)

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

Type or Print Owner's Name

Owner's Signature

Date

Sworn and subscribed before me this
____ day of _____, _____

Notary Public

Commission Expires

(Seal)

Safeguard Landfill Management, LLC

Type or Print Applicant's Name



Applicant's Signature

12-6-23

Date

CERTIFICATION OF OWNERSHIP

I hereby certify that I am the owner of the property shown on the attached plat, described in the attached legal description, and identified as follows: _____

Safeguard Landfill Management, LLC
Type or Print Owner's Name

[Handwritten Signature]
Owner's Signature

12-6-23
Date

Sworn and subscribed before me this
10th day of December, 2023

[Handwritten Signature]
Notary Public

1/25/25
Commission Expires



POWER OF ATTORNEY (if owner is not the applicant)

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

Type or Print Owner's Name

Owner's Signature

Date

Sworn and subscribed before me this
____ day of _____, _____

Notary Public

Commission Expires

(Seal)

Safeguard Landfill Management, LLC
Type or Print Applicant's Name

[Handwritten Signature]
Applicant's Signature

12-6-23
Date

CERTIFICATION OF OWNERSHIP

I hereby certify that I am the owner of the property shown on the attached plat, described in the attached legal description, and identified as follows: _____

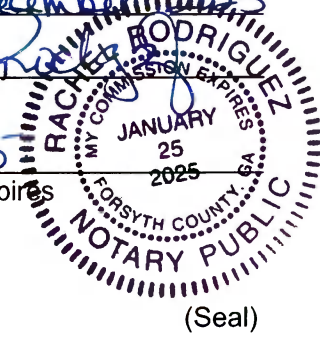
HAW River Landco, LLC
Type or Print Owner's Name

[Signature]
Owner's Signature

12-6-23
Date

Sworn and subscribed before me this
6th day of December, 2023

[Signature]
Notary Public
1/25/25
Commission Expires



(Seal)

POWER OF ATTORNEY (if owner is not the applicant)

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

Type or Print Owner's Name

Owner's Signature

Date

Sworn and subscribed before me this
____ day of _____, _____

Notary Public

Commission Expires

(Seal)

HAW River Landco, LLC
Type or Print Applicant's Name

[Signature]
Applicant's Signature

12-6-23
Date

ATTORNEY / AGENT

CIRCLE ONE: Attorney Agent

| | |
|---------------------------------------------------------------------|--------------------------------------------|
| Henry Bailey Type or Print Attorney / Agent's Name | _____ Attorney / Agent's Signature |
| 600 Peachtree Street, Suite 3000, Atlanta, Georgia 30308 Address | _____ |
| 404-885-3348 Phone Number | henry.bailey@troutman.com Email Address |

AUTHORIZATION TO INSPECT PREMISES

I/we Safeguard Landfill Management Inc. am/are the owner(s) of the property, which is the subject matter of this application. I/we authorize the City of Fairburn to inspect the premises, which is the subject of this request for Rezoning.

| | |
|------------------------------------------------------------------|------------------------------------------------------------------------------------------------------------------|
| Safeguard Landfill Management Inc. Type or Print Owner's Name |  _____ Owner's Signature |
|------------------------------------------------------------------|------------------------------------------------------------------------------------------------------------------|

ATTORNEY / AGENT

CIRCLE ONE: Attorney Agent

Henry Bailey
Type or Print Attorney / Agent's Name

Attorney / Agent's Signature

600 Peachtree Street, Suite 3000, Atlanta, Georgia 30308
Address

404-885-3348
Phone Number

henry.bailey@troutman.com
Email Address

AUTHORIZATION TO INSPECT PREMISES

I/we Safeguard Landfill Management, LLC am/are the owner(s) of the property, which is the subject matter of this application. I/we authorize the City of Fairburn to inspect the premises, which is the subject of this request for Rezoning.

Safeguard Landfill Management, LLC
Type or Print Owner's Name


Owner's Signature

ATTORNEY / AGENT

CIRCLE ONE: Attorney Agent

Henry Bailey
Type or Print Attorney / Agent's Name

Attorney / Agent's Signature

600 Peachtree Street, Suite 3000, Atlanta, Georgia 30308
Address

404-885-3348
Phone Number

henry.bailey@troutman.com
Email Address

AUTHORIZATION TO INSPECT PREMISES

I/we HAW River Landco, LLC am/are the owner(s) of the property, which is the subject matter of this application. I/we authorize the City of Fairburn to inspect the premises, which is the subject of this request for Rezoning.

HAW River Landco, LLC
Type or Print Owner's Name

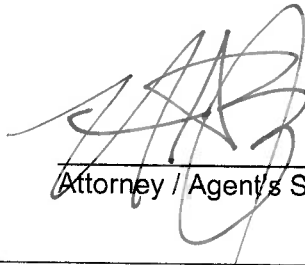

Owner's Signature

ATTORNEY / AGENT

CIRCLE ONE: Attorney Agent

Henry Bailey

Type or Print Attorney / Agent's Name



Attorney / Agent's Signature

600 Peachtree Street, Suite 3000, Atlanta, Georgia 30308

Address

404-885-3348

Phone Number

henry.bailey@troutman.com

Email Address

AUTHORIZATION TO INSPECT PREMISES

I/we _____ am/are the
owner(s) of the property, which is the subject matter of this application. I/we authorize the City of Fairburn to inspect
the premises, which is the subject of this request for Rezoning.

Type or Print Owner's Name

Owner's Signature

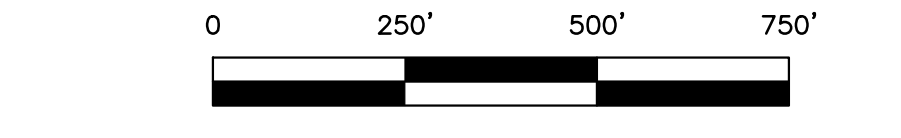


| SITE INFORMATION | |
|----------------------------|-----------------------|
| EXISTING LANDFILL PROPERTY | |
| TOTAL = | 179.50 ACRES |
| LANDFILL = | 105 ACRES |
| LANDFILL BUFFER = | 75 ACRES |
| PROPOSED LANDFILL PROPERTY | |
| TOTAL = | 207.67 ACRES |
| LANDFILL = | 124 ACRES |
| LANDFILL BUFFER = | 84 ACRES |
| PROPERTY ZONING: | M2 |
| IMPERVIOUS SURFACES: | 12 AC |
| PROPOSED PARKING SPACES: | NO ADDITIONAL PARKING |

| FACILITY CONTACT INFORMATION | |
|--------------------------------------------|--|
| DEVELOPER: | |
| SAFEGUARD LANDFILL MANAGEMENT, LLC | |
| ATTN: GEORGE GIBBONS | |
| 6895 ROOSEVELT HIGHWAY | |
| FAIRBURN, GA 30213 | |
| PHONE: (770) 294-3108 | |
| ENGINEER: | |
| SMITH GARDNER, INC | |
| ATTN: JOHN M. GARDNER, P.E. | |
| 14. N BOYLAN AVENUE | |
| RALEIGH, NC 27603 | |
| PHONE: (919) 828-0577 | |
| BROWNE AND COMPANY, LLC | |
| ATTN: JEFFREY M. BROWNE, P.E. | |
| 2719 SHERATON DRIVE, BUILDING C, SUITE 210 | |
| MACON, GA 31204 | |
| PHONE: (478) 743-4843 | |

| LEGEND | |
|--------|---------------------------------------------------------------------|
| | EXISTING 10' CONTOUR (REFERENCE 1) |
| | EXISTING 2' CONTOUR (REFERENCE 1) |
| | PROPERTY LINE (SEE REFERENCE 2) |
| | 200 FT UNDISTURBED BUFFER |
| | 50 FT STREAM/WETLAND BUFFER AND 75 FT NON-IMPERVIOUS SETBACK |
| | 500 FT RESIDENTIAL BUFFER |
| | PERMITTED LIMITS OF WASTE |
| | ADJACENT PROPERTY LINE |
| | LANDLOT LINE |
| | LIMIT OF WETLANDS/TOP OF STREAM BANK (SEE NOTE 2) (SEE REFERENCE 4) |
| | 100-YR FLOOD PLAIN BOUNDARY (SEE REFERENCE 3) |
| | JURISDICTIONAL STREAM |
| | EXISTING PERMITTED LANDFILL FINAL COVER BREAKLINES |
| | LANDLOT PROPERTY PARCEL DESIGNATION (SEE REFERENCE 2) |
| | CONSERVATION AREA |
| | EPD/STREAM BUFFERS |
| | ACCESS ROADS |
| | EXISTING PERMITTED LANDFILL |
| | CONCEPTUAL LANDFILL EXPANSION |
| | STORMWATER PONDS |
| | FAIRBURN SETBACKS |
| | BUILDINGS |

| NOTES | |
|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--|
| 1. FINAL PLAT ATTACHED TO THIS SITE PLAN TO MEET THE REQUIREMENTS OF THE CITY OF FAIRBURN. | |
| REFERENCES | |
| 1. OVERALL SITE TOPOGRAPHY PROVIDED BY GEODATA CORPORATION, BASED ON JANUARY 27, 2011 AERIAL PHOTOGRAPHY. EXISTING TOPOGRAPHY IN ACTIVE AREAS PROVIDED BY GEODATA CORPORATION, BASED ON JANUARY 2, 2018 AERIAL PHOTOGRAPHY. HORIZONTAL AND VERTICAL DATUM BASED ON ASSUMED SITE DATUM. | |
| 2. PROPERTY LINE FROM FINAL PLAT, REVISED SAFEGUARD LANDFILL DATED DECEMBER 18, 2018 BY INTEGRATED SCIENCE AND ENGINEERING, INC., FAYETTEVILLE, GA (SEE NOTE 1). | |
| 3. THE ONE-HUNDRED YEAR FLOOD PLAIN IS BASED ON FEMA FLOOD INSURANCE RATE MAP NUMBER 13121C0461 E, EFFECTIVE DATE JUNE 22, 1998, REVISED TO REFLECT LETTER OF MAP REVISION EFFECTIVE JUNE 18, 2002. | |
| 4. TOP OF STREAM BANK AND WETLANDS LIMIT FROM FIELD SURVEY DATED NOVEMBER 5, 2008 BY INTEGRATED SCIENCE AND ENGINEERING, FAYETTEVILLE, GA. | |



PREPARED BY:

BROWNE AND COMPANY, LLC
 2719 Sheraton Drive • Building C, Suite 210
 Macon, Georgia 31204 Ph/Fx: 478-743-4843

PREPARED BY:

SMITH+GARDNER ENGINEERS
 14 N. Boylan Avenue, Raleigh NC 27603 | 919.828.0577

| REV. | DATE | DESCRIPTION |
|------|------|-------------|
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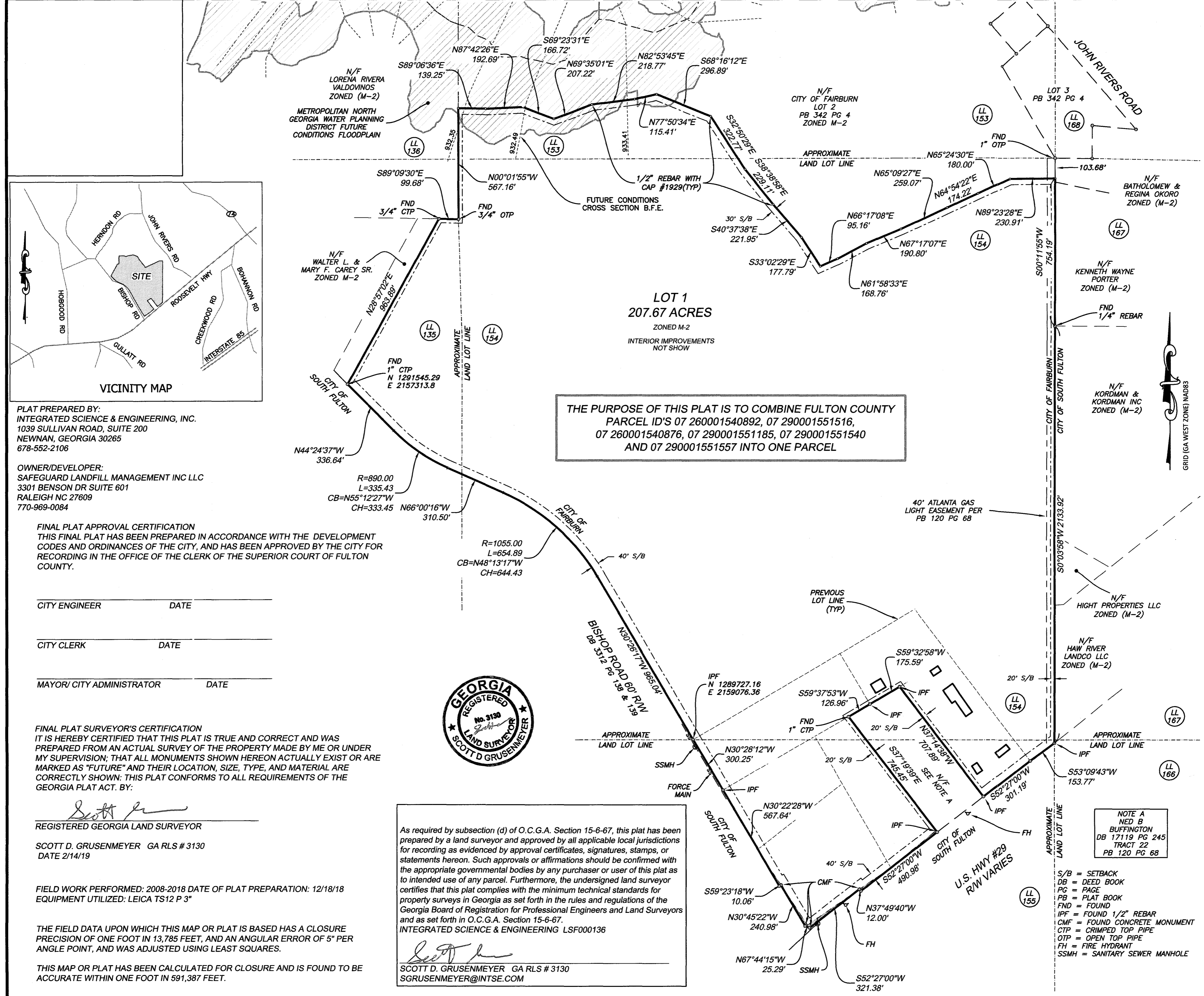
PROJECT TITLE:

SAFEGUARD C&D LANDFILL SWP EXPANSION

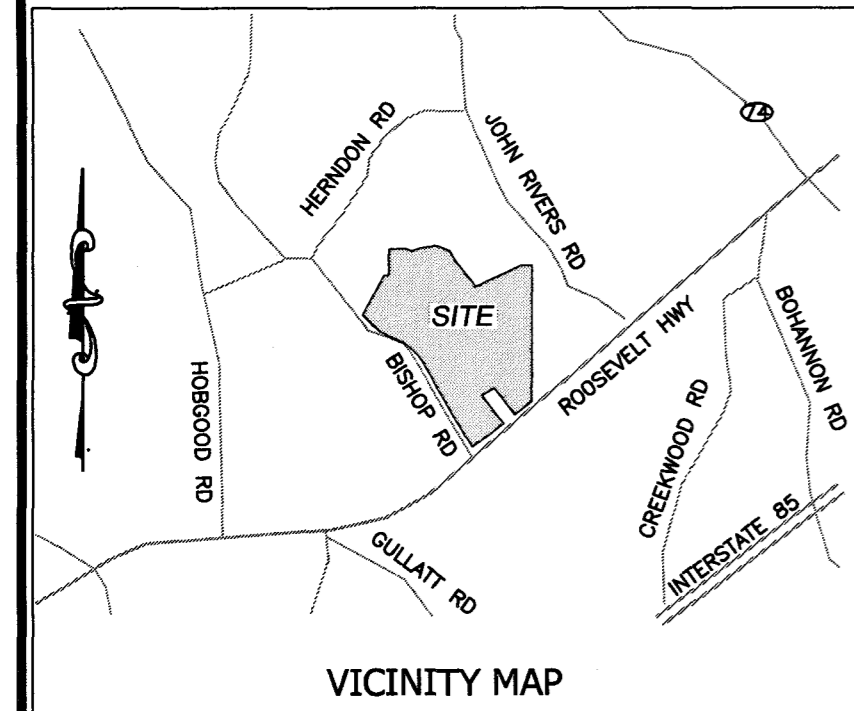
| DRAWING TITLE: | |
|---------------------|----------------------------|
| CONCEPT PLAN | |
| DESIGNED: J.R.F. | PROJECT NO: SAFEGUARD 18-2 |
| DRAWN: C.T.J. | SCALE: AS SHOWN |
| APPROVED: | DATE: JULY 2018 |
| FILENAME: WI-D1324 | SHEET NUMBER: 0P1 |

| Date | Drawn by | Check by | Rev. | Description |
|----------|----------|----------|------|--------------|
| 12/18/18 | SDG | EG | 1 | PER COMMENTS |
| | | | 2 | PER COMMENTS |

FINAL PLAT
 REVISED SAFEGUARD LANDFILL
 LANDLOTS 135, 153, 154, 155 AND 168 OF THE 7TH DISTRICT, CITY OF FAIRBURN, FULTON COUNTY, GA



THE PURPOSE OF THIS PLAT IS TO COMBINE FULTON COUNTY PARCEL ID'S 07 260001540892, 07 290001551516, 07 260001540876, 07 290001551185, 07 290001551540 AND 07 290001551557 INTO ONE PARCEL



PLAT PREPARED BY:
 INTEGRATED SCIENCE & ENGINEERING, INC.
 1039 SULLIVAN ROAD, SUITE 200
 NEWNAN, GEORGIA 30265
 678-552-2106

OWNER/DEVELOPER:
 SAFEGUARD LANDFILL MANAGEMENT INC LLC
 3301 BENSON DR SUITE 601
 RALEIGH NC 27609
 770-969-0084

FINAL PLAT APPROVAL CERTIFICATION
 THIS FINAL PLAT HAS BEEN PREPARED IN ACCORDANCE WITH THE 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 _____

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

Scott D. Grusenmeyer
 REGISTERED GEORGIA LAND SURVEYOR
 SCOTT D. GRUSENMEYER GA RLS # 3130
 DATE 2/14/19

FIELD WORK PERFORMED: 2008-2018 DATE OF PLAT PREPARATION: 12/18/18
 EQUIPMENT UTILIZED: LEICA TS12 P 3"

THE FIELD DATA UPON WHICH THIS MAP OR PLAT IS BASED HAS A CLOSURE PRECISION OF ONE FOOT IN 13,785 FEET, AND AN ANGULAR ERROR OF 5" PER ANGLE POINT, AND WAS ADJUSTED USING LEAST SQUARES.

THIS MAP OR PLAT HAS BEEN CALCULATED FOR CLOSURE AND IS FOUND TO BE ACCURATE WITHIN ONE FOOT IN 591,387 FEET.



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.

INTEGRATED SCIENCE & ENGINEERING LSF000136

Scott D. Grusenmeyer
 SCOTT D. GRUSENMEYER GA RLS # 3130
 SGRUSENMEYER@INTSE.COM

NOTE A
 NED B
 BUFFINGTON
 DB 17119 PG 245
 TRACT 22
 PB 120 PG 68

S/B = SETBACK
 DB = DEED BOOK
 PG = PAGE
 PB = PLAT BOOK
 FND = FOUND
 IPF = FOUND 1/2" REBAR
 CMF = FOUND CONCRETE MONUMENT
 CTP = CRIMPED TOP PIPE
 OTP = OPEN TOP PIPE
 FH = FIRE HYDRANT
 SSMH = SANITARY SEWER MANHOLE

All that tract or parcel of land lying and being in Land Lots 135, 153, 154 and 155 of the 7th District, Fulton County, Georgia and being more particularly described as follows:

BEGINNING at a 1/2" rebar found at the intersection of the northerly right-of-way of US Highway #29 and of easterly land lot line of land lot 155;

Thence along the northerly right-of-way of US Highway #29, South 53 degrees 9 minutes 43 seconds West, a distance of 153.77 feet;

Thence South 52 degrees 27 minutes 0 seconds West, a distance of 301.19 feet;

Thence along the northeast line of Tract 22, Plat Book 120 Page 68, North 37 degrees 14 minutes 38 seconds West, a distance of 707.89 feet;

Thence along the northwest line of said Tract 22, South 59 degrees 32 minutes 58 seconds West, a distance of 175.59 feet;

Thence South 59 degrees 37 minutes 53 seconds West, a distance of 126.96 feet;

Thence along the southwest line of said Tract 22, South 37 degrees 19 minutes 39 seconds East, a distance of 745.45 feet;

Thence along the northerly right-of-way of US Highway #29, South 52 degrees 27 minutes 0 seconds West, a distance of 490.98 feet;

Thence North 37 degrees 49 minutes 40 seconds West, a distance of 12.00 feet;

Thence South 52 degrees 27 minutes 0 seconds West, a distance of 321.38 feet;

Thence along the mitered intersection of US Highway #29 and Bishop Road, North 67 degrees 44 minutes 15 seconds West, a distance of 25.29 feet;

Thence along the easterly right-of-way of Bishop Road, North 30 degrees 45 minutes 22 seconds West, a distance of 240.98 feet;

Thence South 59 degrees 23 minutes 18 seconds West, a distance of 10.06 feet;

Thence North 30 degrees 22 minutes 28 seconds West, a distance of 567.64 feet;

Thence North 30 degrees 28 minutes 12 seconds West, a distance of 300.25 feet;

Thence North 30 degrees 26 minutes 17 seconds West, a distance of 965.04 feet;

Thence along a curve to the left having a radius of 1,055.00 feet and an arc length of 654.89 feet, being subtended by a chord of North 48 degrees 13 minutes 17 seconds West for a distance of 644.43 feet;

Thence North 66 degrees 0 minutes 16 seconds West, a distance of 310.50 feet;

Thence along a curve to the right having a radius of 890.00 feet and an arc length of 335.43 feet, being subtended by a chord of North 55 degrees 12 minutes 27 seconds West for a distance of 333.45 feet;

Thence North 44 degrees 24 minutes 37 seconds West, a distance of 336.64 feet;

Thence along the southeast line of lands described in deed book 24857 page 204, North 28 degrees 57 minutes 2 seconds East, a distance of 963.89 feet;

Thence along the south line of lands described in deed book 59943 page 149, South 89 degrees 9 minutes 30 seconds East, a distance of 99.68 feet;

Thence along the east line of lands described in deed book 59943 page 149, North 0 degrees 01 minutes 55 seconds West, a distance of 567.16 feet to the southwest corner of Lot 2 as shown in plat book 342 page 4;

Thence along the southerly line of said Lot 2, South 89 degrees 6 minutes 36 seconds East, a distance of 139.25 feet;

Thence North 87 degrees 42 minutes 26 seconds East, a distance of 192.69 feet;

Thence South 69 degrees 23 minutes 31 seconds East, a distance of 166.72 feet;

Thence North 69 degrees 35 minutes 1 second East, a distance of 207.22 feet;

Thence North 82 degrees 53 minutes 45 seconds East, a distance of 218.77 feet;

Thence North 77 degrees 50 minutes 34 seconds East, a distance of 115.41 feet;

Thence South 68 degrees 16 minutes 12 seconds East, a distance of 296.89 feet;

Thence South 32 degrees 50 minutes 29 seconds East, a distance of 322.77 feet;

Thence South 38 degrees 38 minutes 58 seconds East, a distance of 229.11 feet;

Thence South 40 degrees 37 minutes 38 seconds East, a distance of 221.95 feet;

Thence South 33 degrees 2 minutes 29 seconds East, a distance of 177.79 feet;

Thence North 66 degrees 17 minutes 8 seconds East, a distance of 95.16 feet;

Thence North 61 degrees 58 minutes 33 seconds East, a distance of 168.76 feet;

Thence North 67 degrees 17 minutes 7 seconds East, a distance of 190.80 feet;

Thence North 65 degrees 9 minutes 27 seconds East, a distance of 259.07 feet;

Thence North 64 degrees 54 minutes 22 seconds East, a distance of 174.22 feet;

Thence North 65 degrees 24 minutes 30 seconds East, a distance of 180.00 feet;

Thence North 89 degrees 23 minutes 28 seconds East, a distance of 230.91 feet to the east line of Land Lot 154 of the 7th District;

Thence along said east line, South 0 degrees 11 minutes 55 seconds West, a distance of 754.19 feet;

Thence along the east line of Land Lots 154 and 155 of the 7th District; South 0 degrees 3 minutes 58 seconds West, a distance of 2,133.92 feet to the POINT OF BEGINNING.

Containing 207.67 acres, more or less.

07-260001350359

Deed Book 30217 Pg 235
Filed and Recorded Apr-13-2001 11:45am
2001-0085513
Real Estate Transfer Tax \$1,200.00
Juanita Hicks
Clerk of Superior Court
Fulton County, Georgia

STATE OF GEORGIA
COUNTY OF COBB

LIMITED WARRANTY DEED

THIS INDENTURE is made between Wayne Douglas (a/k/a A. Wayne Douglas), Ann M. Douglas, Agnes Slack L.P. of Georgia, Agnes Slack L.P. of Nevada (collectively the "Grantors") and Safeguard Landfill Management, LLC (the "Grantee") ("Grantor" and "Grantee" to include their respective successors, legal representatives and assigns where the context requires or permits).

WITNESSETH

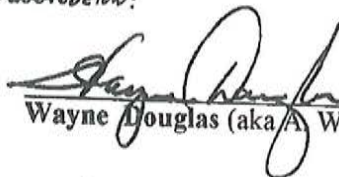
EACH GRANTOR, in consideration of the sum of Ten and No/100 Dollars (\$10.00) and other valuable consideration, the receipt and sufficiency whereof are hereby acknowledged, has granted, bargained, sold, aliened, conveyed and confirmed, and does hereby grant, bargain, sell, alien, convey and confirm unto Grantee all that tract or parcel of land lying and being in Fulton County, Georgia (hereinafter referred to as the "Land") as more particularly described in the attached Exhibit "A-1" and "A-2", which Exhibits are incorporated herein.

TO HAVE AND TO HOLD the 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 Grantee forever in FEE SIMPLE.

AND EACH GRANTOR does warrant, and covenants to forever defend, the right and title to its tenant in common interest in the Land unto Grantee against the claims of all persons claiming through or under such Grantor.


EXECUTED under seal as of the date above/below:

Given this 4th day of March 2001

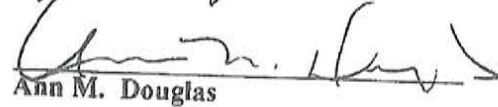

Wayne Douglas (aka A. Wayne Douglas)

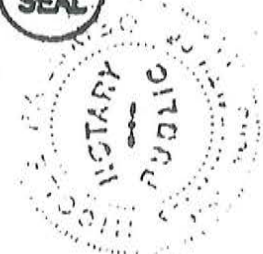


Signed, sealed and delivered in the presence of:



Notary Public
Commission expires:
Nicola Palomba, Notary Public
Commonwealth of Massachusetts
My Commission Expires 10/8/2004

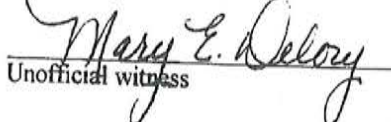

Unofficial witness

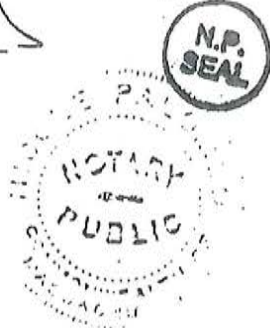

Ann M. Douglas



Signed, sealed and delivered in the presence of:


Notary Public
Commission expires:
Nicola Palomba, Notary Public
Commonwealth of Massachusetts
My Commission Expires 10/8/2004


Unofficial witness

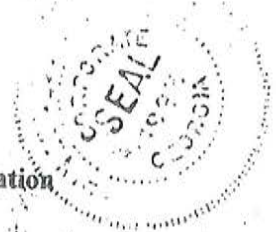




Agnes Slack L.P. of Georgia, a Georgia limited partnership, by its authorized general partner, Pinzon Corporation:

Pinzon Corporation, a Georgia corporation

By: Nydia Pinzón
Nydia Pinzón, President



[corporate seal]

Signed, sealed and delivered in the presence of:

Mark P. Jones
Notary Public
Commission expires: 15 Dec 04

A. Ronald Sully
Unofficial witness



[corporate seal]

Agnes Slack L.P. of Nevada, a Georgia limited partnership, by its authorized general partner, Pinzon Corporation:

Pinzon Corporation, a Georgia corporation

By: Nydia Pinzón
Nydia Pinzón, President



Signed, sealed and delivered in the presence of:

Mark P. Jones
Notary Public
Commission expires: 15 Dec 04

A. Ronald Sully
Unofficial witness



From : RON SLACK In MAUI, HAWAII 608-242-1984

Deed Book 30217 Pg 237
I HAVE NO OBJECTION TO THIS DEED BEING RECORDED IN THE PUBLIC RECORDS OF THE STATE OF HAWAII.EXHIBIT "A" - /

All that tract or parcel of land lying and being in Land Lots 135, 133 and 134 of the 7th District, Fulton County, Georgia and being more particularly described as follows:

BEGINNING at an iron pin set on the northeasterly right-of-way of Bishop Road (60 ft. right-of-way) where said right-of-way intersects the east line of Land Lot 135; running thence northwesterly along the northeasterly right-of-way of Bishop Road the following courses and distances: N 62°24'18" W 49.93 ft.; N 62°24'18" W 91.90 ft.; N 37°21'03" W 95.03 ft.; N 32°25'30" W 77.30 ft.; N 45°52'14" W 114.14 ft.; N 43°06'11" W 325.30 ft. to an iron pin found on said northeasterly right-of-way; thence leaving said right-of-way and running N 30°07'14" E 964.04 ft. to an iron pin found; running thence S 88°13'53" E 99.66 ft. to an iron pin found on the east line of Land Lot 135; running thence N 00°39'21" W along the east line of Land Lots 135 and 136, 959.94 ft. to a point in the centerline of Bear Creek; running thence southeasterly, easterly and northeasterly along the centerline of Bear Creek the following courses and distances: S 69°06'38" E 498.64 ft. to a point; N 76°19'00" E 566.51 ft. to a point; N 70°20'54" E 188.73 ft. to a point; N 37°46'57" E 119.10 ft. to a point; N 32°07'35" E 342.14 ft. to a point; N 64°30'40" E 263.85 ft. to a point; N 89°33'25" E 142.38 ft. to a point; S 71°06'08" E 243.66 ft.; S 71°01'14" E 214.84 ft. to a point in the centerline of said stream; thence leaving said centerline of Bear Creek and running thence S 00°00'19" E 1,382.78 ft. to an iron pin found; running thence S 88°44'29" W 727.62 ft. to an iron pin found; running thence S 01°17'47" W 642.13 ft. to an iron pin found; running thence N 89°10'41" W 1,502.43 ft. to an iron pin found on the west line of Land Lot 134; running thence S 01°50'32" W 622.47 ft. to an iron pin set at the point of BEGINNING, being a tract of 92.869 acres as shown on survey for Wilderness Lands Company by Charles G. Jones, R.L.S. No. 1650, which survey is incorporated by reference herein and is on file in the Office of John E. Robinson, One Decatur TownCenter, Decatur, Georgia.

AM

Deed Book 30217 Pg 238

Juanita Hicks

Clerk of Superior Court

Fulton County, Georgia

I HEREBY CERTIFY THAT THE ABOVE IS A TRUE AND CORRECT COPY OF THE ORIGINAL RECORD AS KEPT IN THE OFFICE OF THE CLERK OF THE SUPERIOR COURT OF FULTON COUNTY, GEORGIA.

Fulton County

EXHIBIT "A"-2

ALL THAT TRACT OR PARCEL OF LAND situate, lying and being in Land Lots 153 and 168 of the 7th District of Fulton County, Georgia, being more particularly described as follows:

BEGINNING at an iron pin located at the Southeast corner of Land Lot 153, which point is also the Southwest corner of Land Lot 168; running thence North 89 degrees 48 minutes West 817.1 feet to an iron pin; running thence North 00 degrees 08 minutes West 1,084.00 feet to a point located in the center of Bear Creek; running thence Easterly, Southeasterly, and Northeasterly, along the centerline of Bear Creek and following the meanderings thereof 441.4 feet, more or less, to the intersection of the centerline of said creek with the Southwesterly right of way of John Rivers Road; running thence Southeasterly along the Southwesterly right of way of John Rivers Road the following courses and distances: South 32 degrees 33 minutes East 100 feet; South 37 degrees 07 minutes East 100 feet; South 39 degrees 56 minutes East 100 feet; South 40 degrees 04 minutes East 131.8 feet to an iron pin; leaving John Rivers Road and running thence South 49 degrees 12 minutes West 213.2 feet to an iron pin; running thence South 40 degrees 46 minutes East 200 feet to an iron pin; running North 49 degrees 12 minutes East 212.9 feet to an iron pin located on the Southwesterly right of way of John Rivers Road; running thence South 40 degrees 42 minutes East along said right of way 50.2 feet to a point located at the intersection of the Southwesterly right of way of John Rivers Road with the East line of Land Lot 153; continuing thence Southeasterly along the Southwesterly right of way of John Rivers Road 499.9 feet to a point; continuing thence South 39 degrees 59 minutes East along said right of way 139.9 feet to an iron pin; running thence North 84 degrees 48 minutes West 225.0 feet to an iron pin; running thence South 00 degrees 08 minutes East 168.0 feet to an iron pin located on the South line of Land Lot 168; running thence North 88 degrees 59 minutes West along said Land Lot line 199.1 feet to an iron pin and the point of beginning, said tract CONTAINING 20.17 ACRES, all as shown on plat of survey for Chris Frye, dated May 4, 1984, prepared by Steed & Boyd, Registered Land Surveyors.

The above-described property being the same as that conveyed by Limited Warranty Deed dated February 10, 1987, from Wayne Douglas to A. Ronald Slack, said deed recorded in Deed Book 10623, Page 174, Fulton County Records.

r/slackdouglas.fulton

BOOK 15512 PG 045

43 10 10

07-260001540892

confidential
Olivia Genereux
Macquarie
Aug 04, 2017 22:19

Deed Book 29198 Pg 548
Filed and Recorded Jun-23-2000 11:34am
2000-0136977
Real Estate Transfer Tax \$3,800.00
Juanita Hicks
Clerk of Superior Court
Fulton County, Georgia

STATE OF GEORGIA
COUNTY OF COB

LIMITED WARRANTY DEED

THIS INDENTURE is made as of January 10, 1999, between SLMI HOLDINGS, INC., a Georgia corporation (the "Grantor") and WASTE STREAM SERVICES, L.L.C., a Georgia limited liability company (the "Grantee") ("Grantor" and "Grantee" to include their respective successors, legal representatives and assigns where the context requires or permits).

WITNESSETH

GRANTOR, in consideration of the sum of Ten and No/100 Dollars (\$10.00) and other valuable consideration, the receipt and sufficiency whereof are hereby acknowledged, has granted, bargained, sold, aliened, conveyed and confirmed, and does hereby grant, bargain, sell, alien, convey and confirm unto Grantee all that tract or parcel of land lying and being in Land Lots 154 and 155 the 7th District of Fulton County, Georgia (hereinafter referred to as the "Land") as more particularly described in the attached Exhibit "A", which Exhibit is incorporated herein.

TO HAVE AND TO HOLD the 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 Grantee forever in FEE SIMPLE.

AND GRANTOR does warrant, and covenants to forever defend, the right and title to the Land unto Grantee against the claims of any persons owning, holding or claiming by, through or under each respective Grantor.



EXECUTED under seal as of the date above.

SLMI HOLDINGS, INC.

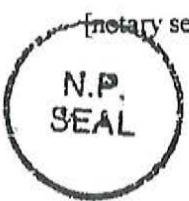
by: Nydia Pinzón (seal)
Nydia Pinzón, President

[corporate seal]

Signed, sealed and delivered in the presence of:

Mrs. P. Jones
Notary Public
Commission expires: 15 Dec. 2000

Mary Groves
Unofficial witness



confidential
Olivia Genereux
Macquarie
Aug 04, 2017 22:19

Secretary of State
Corporations Division
315 West Tower
#2 Martin Luther King, Jr. Dr.
Atlanta, Georgia 30334-1530

DOCKET NUMBER : 010020907
CONTROL NUMBER : K004217
EFFECTIVE DATE : 12/31/2000
REFERENCE : 0091
PRINT DATE : 01/02/2001
FORM NUMBER : 411

CT CORPORATION SYSTEM
JANET MCKINNEY
1201 PEACHTREE STREET, N.E.
ATLANTA GA 30361

CERTIFICATE OF MERGER

I, Cathy Cox, the Secretary of State of the Georgia, do hereby issue this certificate pursuant to Title 14 of the Official Code of Georgia annotated certifying that articles or a certificate of merger and fees have been filed regarding the merger of the below entities, effective as of the date shown above. Attached is a true and correct copy of the said filing.

Surviving Entity:

SAFEGUARD LANDFILL MANAGEMENT, INC., A GEORGIA CORPORATION

Nonsurviving Entity/Entities:

WASTESTREAM SERVICES, LLC, A GEORGIA LIMITED LIABILITY COMPANY



Cathy Cox
CATHY COX
SECRETARY OF STATE

07-260001540736
07-260001540744

Deed Book 43796 Pg 341
Filed and Recorded Nov-03-2006 00:50am
2006-0366233
Real Estate Transfer Tax 6872.10
Juanita Hicks
Clerk of Superior Court
Fulton County, Georgia

Please return to:
McLarty, Robinson & Van Voorhies, LLP
150 East Ponce de Leon Avenue
Decatur, Georgia 30030
Attn: Paul M. McLarty, Jr. Esq.

STATE OF GEORGIA)
COUNTY OF FULTON)

LIMITED WARRANTY DEED

(Lot 12 and Lot 13 of Land Lots 154 and 155, of the 7th Land Lot District)

THIS INDENTURE made to be effective as of the 3 day of November, 2006, between JAGDISH P. AGRAWAL and wife, SARLA AGRAWAL, (together, "Grantor") and SAFEGUARD LANDFILL MANAGEMENT, LLC, a Georgia limited liability company ("Grantee").

WITNESSETH:

That Grantor, for and in consideration of the sum of Ten and NO/100 Dollars (\$10.00) in hand paid at and before the sealing and delivery of these presents, the receipt of which is hereby acknowledged, has granted, bargained, sold and conveyed and by these presents does grant, bargain, sell and convey unto Grantee, its successors and assigns, all those certain tracts or parcels of land together with all improvements thereon lying and being in Land Lots 154 and 155 of the 7th Land District, Fulton County, Georgia, and being more particularly described on "Exhibit A" attached hereto and incorporated herein (the "Real Estate").

TO HAVE AND TO HOLD the said tracts or parcels 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, its successors and assigns, forever in fee simple.

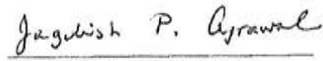
The said Grantor, for itself and its successors and assigns, warrants to the Grantee, its successors and assigns, that Grantor is lawfully seized and possessed of the Real Estate, has good right and lawful authority to sell and convey the same, that the title thereto is clear, free and unencumbered except as set forth on "Exhibit B" hereto and that Grantor will warrant and forever defend the right and title to the Real Estate unto the Grantee, its successors and assigns, against the claims of all persons claiming by through or under Grantor, except as provided on "Exhibit B" attached hereto.

IN WITNESS WHEREOF, Grantor has caused this Deed to be executed under seal to be effective the day and year first above written.

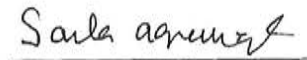
Signed, sealed and delivered this 3 day of November, 2006, in the presence of:

GRANTOR:


Unofficial Witness


JAGDISH P. AGRAWAL


Notary Public


SARLA AGRAWAL

My commission expires:
JAN. 11 2010



34355v1
19892

5941.808-466531 v1

Deed Book 43796 Pg 342

EXHIBIT A

Parcel One:

Tract 12 as shown on plat of property located in Land Lots 154 and 155, of the 7th Land District, Fulton County, Georgia. Said plat prepared September 2, 1980, by Donald O. Babb, Georgia Registered Land Surveyor #2029, and recorded in Plat Book 120, Page 68 of the Fulton County Deed Records.

Parcel Two:

Tract 13 as shown on plat of property located in Land Lots 154 and 155, of the 7th Land District, Fulton County Georgia. Said plat prepared September 2, 1980, by Donald O. Babb, Georgia Registered Land Surveyor #2029, and recorded in Plat Book 120, Page 68 of the Fulton County Deed Records.

34390v1
1982

11/02/2008 THU 14:20 [TX/RX NO 7788] 0006

Deed Book 43796 Pg 343
Juanita Hicks
Clerk of Superior Court
Fulton County, Georgia

EXHIBIT B

1. All taxes subsequent to the year 2006.
2. Easement(s) and/or Right(s) of Way to Georgia Power Company, recorded in Deed Book 2421, page 682, Fulton County, Georgia records.
3. Easement(s) and/or Right(s) of Way to Georgia Power Company, recorded in Deed Book 3312, page 138, aforesaid records.

07-260001540736
07-260001540744

Deed Book 43796 Pg 344
Filed and Recorded Nov-03-2006 08:58am
2006-0366234
Real Estate Transfer Tax \$0.00
Juanita Hicks
Clerk of Superior Court
Fulton County, Georgia

After recording, return to:
Paul M. McLarty, Jr.
McLarty, Robinson & Van Voorhies, LLP
150 E. Ponce de Leon Avenue, Suite 330
Decatur, GA 30030 - (404) 377-6464

QUITCLAIM DEED

STATE OF GEORGIA

COUNTY OF FULTON

H.S. (handwritten initials)
THIS INDENTURE, made the 3rd day of November in the year 2006, between DR. JAGDISH P. AGRAWAL AND SARLA AGRAWAL as party or parties of the first part, hereinafter called GRANTOR, and SAFEGUARD LANDFILL MANAGEMENT, 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).


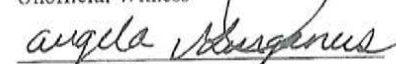
WITNESSETH that Grantor, for and in consideration of the sum of ONE DOLLAR (\$1.00) AND OTHER GOOD AND VALUABLE CONSIDERATIONS in hand paid at and before the sealing and delivery of these presents, the receipt whereof is hereby acknowledged, by these presents does hereby remise, convey and forever QUITCLAIM unto the said Grantee, the following-described property, to-wit:

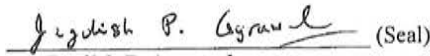
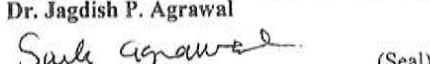
ALL THAT TRACT OR PARCEL OF LAND lying and being in Land Lot 154 of the 7th Land District, Fulton County, Georgia, being more particularly described in Exhibit A attached hereto and by this reference incorporated herein and made a part hereof.

TO HAVE AND TO HOLD the said described premises to Grantee, so that neither Grantor nor any person or persons claiming under Grantor shall at any time, by means or ways, have, claim or demand any right or title to said premises or appurtenances, or any rights thereof.

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

Signed, sealed and delivered this
2nd day of November, 2006, in the
presence of:


Unofficial Witness

Notary Public

 (Seal)
Dr. Jagdish P. Agrawal
 (Seal)
Sarla Agrawal

My Commission Expires:
Jan. 11 2010



34387v1
19892

Deed Book 43796 Pg 345
Juanita Hicks
Clerk of Superior Court
Fulton County, Georgia

EXHIBIT A

Parcel One:

Tract 12 as shown on plat of property located in Land Lot 154, of the 7th Land District, Fulton County, Georgia. Said plat prepared September 2, 1980, by Donald O. Babb, Georgia Registered Land Surveyor #2029, and recorded in Plat Book 120, Page 68 of the Fulton County Deed Records.

Being further described as:

Beginning at an iron pipe found (1/2 inch rebar) in the northern line of the right of way of Bishop Road (60' r/w), said pipe also being located in the southeasternmost corner of the property owned now or formerly by Safeguard Landfill Management, LLC, thence running from said point along the eastern boundary of the Safeguard property North 00° 02' 58" West 621.28 feet to an iron pipe found (1" ctp); thence running along and with the southern line of the Safeguard property North 88° 23' 12" East 500.88 feet to a point; thence running South 15° 06' 38" West 796.63 feet to a point located in the northern line of the right of way of Bishop Road; thence running with the northern line of Bishop Road along a curve to the left having a chord bearing and distance of North 65° 08' 26" West 140.76 feet and a radius of 1,056.99 feet to an iron pipe found (1/2" rebar), said iron pipe being the point and place of Beginning, containing 6.46 acres, according to survey prepared for Safeguard Landfill Management, LLC by Integrated Science & Engineering dated January 31, 2005.

Parcel Two:

Tract 13 as shown on plat of property located in Land Lot 154, of the 7th Land District, Fulton County Georgia. Said plat prepared September 2, 1980, by Donald O. Babb, Georgia Registered Land Surveyor #2029, and recorded in Plat Book 120, Page 68 of the Fulton County Deed Records.

Being further described as:

Beginning at a point in the northern line of Bishop Road (60' r/w), said point located 2,082.47 feet from the intersection of Bishop Road and U.S. Highway 29, thence running with the northern line of Bishop Road along a curve to the left, having a chord bearing and distance of North 53° 00' 25" West 305.74 feet and a radius of 1,056.99 feet to a point; thence leaving the northern line of the right of way of Bishop Road and running North 15° 06' 38" East 796.63 feet to a point in the southern line of the property owned now or formerly by Safeguard Landfill Management, LLC; thence running with the southern line of the Safeguard property North 88° 23' 12" East 500.88 feet to a point, said point being the northwestern corner of the property owned now or formerly by Patrick DeConinck identified as Tract 14, J.R. Irwin Property; thence running South 25° 38' 13" West 1,072.77 feet to a point located in the northern line of Bishop Road, said point being the point and place of Beginning, containing 8.03 acres, according to survey prepared for Safeguard Landfill Management, LLC by Integrated Science & Engineering dated January 31, 2005.

07-260001540751

Deed Book 39520 Pg 368
 Filed and Recorded Mar-04-2005 01:57pm
 2005-0099727
 Real Estate Transfer Tax \$291.00
Juanita Hicks
 Clerk of Superior Court
 Fulton County, Georgia

Return Recorded Document to:
 Wyrick, Robbins, Yates & Ponton, LLP
 4101 Lake Boone Trail, Suite 300
 Raleigh, NC 27607
 Attn: Carolyn L. Fitzmorris, Esq.

WARRANTY DEED

BELGIUM, ZELZATE

This Indenture made as of the 14th day of February, 2005, between **PATRICK DE CONINCK**, whose address is Begonialaan 15, 2970 Schilde, Belgium, as party of the first part, hereinafter called Grantor, and **SAFEGUARD LANDFILL MANAGEMENT, LLC**, a Georgia limited liability company, as party 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:

Grantor, for and in consideration of the sum of TEN AND 00/100'S (\$10.00) Dollars 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, the following described property:

ALL THAT TRACT or parcel of land lying and being in Land Lot 154 of the 7th District of Fulton County, Georgia, and being more particularly described in Exhibit "A" attached hereto and made a part hereof.

Grantor, for himself and his successors and assigns, warrants to the Grantee, its successors and assigns, that Grantor is lawfully seized and possessed of the said-described property, has good right and lawful authority to sell and convey the same, and that the title

thereto is clear, free and unencumbered except for the those matters (hereinafter referred to as "Permitted Exceptions") set forth on Exhibit "B" attached hereto and by this reference incorporated herein.

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

Signed, sealed and delivered in the presence of:

DE CONINCK GILBERT, ZELZATE

[Signature]
Unofficial Witness

[Signature]
PATRICK DE CONINCK (SEAL)

Notary Public
[Signature]



commission expiration date : unlimited.

EXHIBIT A

Legal Description

Tract 14 as shown on plat of property located in Land Lot 154 of the 7th Land District, Fulton County, Georgia. Said plat prepared September 2, 1980, by Donald O. Babb, Georgia Registered Land Surveyor #2029, and recorded in Deed Book 120, Page 68 of the Fulton County Deed Records.

Being further described as:

Beginning at a point located on the northern right of way line of Bishop Road (60' r/w), said point being 2,082.47 feet as measured northwesterly from the intersection of Bishop Road and U.S. Highway 29; thence running from said Beginning point along the eastern boundary of Tract 13 (as shown on plat recorded in Deed Book 120, Page 68) owned now or formerly by J.P. and Sarla Agrawal North 25° 38' 13" East 1,072.77 feet to a point in the southern boundary of the property owned now or formerly by Safeguard Landfill Management, LLC; thence running with the southern boundary of the Safeguard property North 88° 23' 12" East 501.02 feet to an iron pipe found (3/4" ctp) having Georgia State plane coordinates, west zone, of (N) = 1291765.46 and (E) = 2159361.59; thence running South 32° 06' 22" East 1,462.87 feet to an iron pipe found (1/2" rebar) in the northern right of way line of Bishop Road; thence running with the northern margin of Bishop Road along a curve to the left having a radius of 1,056.99 feet, an arc length of 320.05 feet, and a chord bearing and distance of North 36° 01' 01" West 318.83 feet to a point; said point being the point and place of Beginning, containing 10.39 acres, according to survey entitled "Boundary Survey for Safeguard Landfill Management, LLC" dated January 31, 2005, prepared by Integrated Science & Engineering.

Deed Book 39520 Pg 371
Juanita Hicks
Clerk of Superior Court
Fulton County, Georgia

EXHIBIT B

(PERMITTED EXCEPTIONS)

1. All zoning ordinances.
2. All general utilities, sewer and drainage easements of record.
3. All matters disclosed by a current survey.
4. Taxes for the current year.

RETURN TO:
Kathryn Vai-Duyne, Esq.
Piedmont Law Group
3524 Habersham at Northlake
Tucker, GA 30084

~~Key & Gordy, P.C.
308 Ridley Avenue
P. O. Box 2210
LaGrange, GA 30240~~

07-29000 1551516

Deed Book 484-22 Pg 667
Filed and Recorded Sep-30-2009 01:15pm
2009-0284891
Real Estate Transfer Tax \$500.00
Cathelene Robinson
Clerk of Superior Court
Fulton County, Georgia

WARRANTY DEED

(DOCUMENT PREPARATION ONLY - NO TITLE EXAMINATION)

STATE OF GEORGIA

COUNTY OF Troup

This Indenture made this 25th day of September, 2009 between

UNLIMITED TRUCK REPAIR, INC.

of the County of Fulton, State of Georgia, as party or parties of the first part, hereinafter called Grantor,
and

HAW RIVER LANDCO, 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).

W I T N E S S E T H that: Grantor, for and in consideration of the sum of TEN AND 00/100'S (\$10.00) Dollars 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,

All that tract or parcel of land lying and being in Land Lots 154 and 155 of the 7th District of Fulton County, Georgia, being part of Tract 23 of Property of J.R. Irwin, as per plat recorded in Plat Book 120, Page 68, Fulton County Records, and being more particularly described as follows:

To find the point of beginning, begin at an iron pin found on the northwest side of U.S. Highway #29 (Roosevelt Highway), said pin located 453.81 feet southwest of the intersection of the northwest side of U.S. Highway #29 and the east line of Land Lot 155, as measured along the northwest side of U.S. Highway #29; thence north 39 degrees 01 minutes 20 seconds west along the northeast line of tract 22, 401.42 feet to an iron pin set and the true point of beginning; running thence north 39 degrees 01 minutes 20 seconds west along tract 22, 318.58 feet to an iron pin found; thence north 57 degrees 48 minutes 40 seconds east along tract 19, 302.14 feet to an iron pin found; thence south 39 degrees 01 minutes 20 seconds east along tract 24, 325 feet to an iron pin set; thence south 59 degrees 01 minutes west, 302.97 feet to an iron pin set and the point of beginning.

Also conveyed is a 45-foot easement for ingress and egress to Roosevelt Highway for the joint use of Grantor and Grantee, with no existing structures or well to be moved or interfered with, without agreement of both parties, said easement described as follows:

Beginning at a point on the northwest side of U.S. Highway #29, said point located 408.81 Feet southwest of the intersection of the northwest side of U.S. Highway #29 with the east line of Land Lot 155, as measured along the northwest side of U.S. Highway #29; running thence southwest along the northwest side of U.S. Highway #29, 45 feet to an iron pin found; thence north 39 degrees 01 minutes 20 seconds west along tract 22, 720 feet to an iron pin found; thence northeast along tract 19, 45 feet to a point; thence southeast 720 feet, more or less, to a point of the northwest side of U.S. Highway #29 and the point of beginning.

This conveyance is being given by grantor in her capacity as the last remaining officer of Unlimited Truck Repair, INC, individually as a shareholder of the corporation, which was administratively dissolved on July 1, 1993 and as Executrix

under the Last Will and Testament of Bobby Gene Davenport, decease on February 4, 2008.

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

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

UNLIMITED TRUCK REPAIR, LLC INC.

Signed, sealed and delivered in the presence of:

[Signature]
Witness


Susan B. Davenport (SEAL)
SUSAN B. DAVENPORT, as last remaining officer and member of the Board of Directors of the administratively dissolved Corporation

[Signature]
Notary Public
My Commission Expires: 

Signed, sealed and delivered in the presence of:

[Signature]
Witness

Susan B. Davenport (SEAL)
SUSAN B. DAVENPORT, as Executrix of the Estate of Bobby Gene Davenport

[Signature]
Notary Public
My Commission Expires: 

Signed, sealed and delivered in the presence of:

[Signature]
Witness

Susan B. Davenport (SEAL)
SUSAN B. DAVENPORT, Individually

[Signature]
Notary Public
My Commission Expires: 

RETURN TO:
Kathryn Van Duyn, Esq.
Piedmont Law Group
3524 Habersham at Northlake
Tucker, GA 30084

Deed Book 484-22 Pg 659
Filed and Recorded Sep-30-2009 @1:15pm
2009-0284892
Real Estate Transfer Tax \$0.00
Cathelene Robinson
Clerk of Superior Court
Fulton County, Georgia

Return Recorded Document to:
~~Key and Gordy, P.C.~~
308 Ridley Ave
P.O. Box 2210
~~LaGrange, GA 30241~~

QUITCLAIM DEED
(DOCUMENT PREPARATION ONLY -
NO TITLE EXAMINATION)

STATE OF GEORGIA

COUNTY OF Fulton

THIS INDENTURE, Made the 21st day of September 2009, between

SUSAN B. DAVENPORT, TAMMY NICHOLS, LISA WATERS, MIKE DAVENPORT,
ASHLEIGH GREEN, and KIMBERLY WATTS

of the County of Fulton, and the State of Georgia, as party or parties of the first part, hereinafter called Grantor, and

HAW RIVER LANDCO, LLC

of the County of Fulton, and the State of Georgia, 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 one dollar (\$1.00) and other valuable considerations in hand paid at and before the sealing and delivery of these presents, the receipt whereof is hereby acknowledged, by these presents does hereby remise, convey and forever **QUITCLAIM** unto the said Grantee,

All that tract or parcel of land lying and being in Land Lots 154 and 155 of the 7th District of Fulton County, Georgia, being part of Tract 23 of Property of J.R. Irwin, as per plat recorded in Plat Book 120, Page 68, Fulton County Records, and being more particularly described as follows:

To find the point of beginning, begin at an iron pin found on the northwest side of U.S. Highway #29 (Roosevelt Highway), said pin located 453.81 feet southwest of the intersection of the northwest side of U.S. Highway #29 and the east line of Land Lot 155, as measured along the northwest side of U.S. Highway #29; thence north 39 degrees 01 minutes 20 seconds west along the northeast line of tract 22, 401.42 feet to an iron pin set and the true point of beginning; running thence north 39 degrees 01 minutes 20 seconds west along tract 22, 318.58 feet to an iron pin found; thence north 57 degrees 48 minutes 40 seconds east along tract 19, 302.14 feet to an iron pin found; thence south 39 degrees 01 minutes 20 seconds east along tract 24, 325 feet to an iron pin set; thence south 59 degrees 01 minutes west, 302.97 feet to an iron pin set and the point of beginning.

Also conveyed is a 45-foot easement for ingress and egress to Roosevelt Highway for the joint use of Grantor and Grantee, with no existing structures or well to be moved or interfered with, without agreement of both parties, said easement described as follows:

Beginning at a point on the northwest side of U.S. Highway #29, said point located 408.81 Feet southwest of the intersection of the northwest side of U.S. Highway #29 with the east line of Land Lot 155, as measured along the northwest side of U.S. Highway #29; running thence southwest along the northwest side of U.S. Highway #29, 45 feet to an iron pin found; thence north 39 degrees 01 minutes 20 seconds west along tract 22, 720 feet to an iron pin found; thence northeast along tract 19, 45 feet to a point; thence southeast 720 feet, more or less, to a point of the northwest side of U.S. Highway #29 and the point of beginning.

TO HAVE AND TO HOLD the said described premises to grantee, so that neither grantor nor any person or persons claiming under grantor shall at any time, by any means or ways, have, claim or demand any right to title to said premises or appurtenances, or any rights thereof.

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

Signed, sealed and delivered in the presence of:

Kim Fuller
Unofficial Witness

Susan B. Davenport (Seal)
SUSAN B. DAVENPORT

Randi Bennett
Notary Public

My Commission Expires April 24, 2010.

Signed, sealed and delivered in the presence of:

Kate Duck
Unofficial Witness

Tammy Nichols (Seal)
TAMMY NICHOLS

Jill Peters
Notary Public

Notary Public, Floyd County, Georgia
My Commission Expires Aug. 30, 2011

Signed, sealed and delivered in the presence of:

Darla Jones
Unofficial Witness

Lisa Waters (Seal)
LISA WATERS

Geneva D. Henson-Patrick
Notary Public, Georgia
Fulton County
My Commission Expires
February 12, 2012

Signed, sealed and delivered in the presence of:

James H. Cooper
Unofficial Witness

Mike Davenport (Seal)
MIKE DAVENPORT

Chad Harper
Notary Public

Signed, sealed and delivered in the presence of:

Kim Fuller
Unofficial Witness

Susan B. Davenport (Seal)
SUSAN B. DAVENPORT as the Natural
Guardian of ASHLEIGH GREEN

Randi Bennett
Notary Public

My Commission Expires April 24, 2010.

Signed, sealed and delivered in the presence of:

Alicia Brock
Unofficial Witness

Kimberly Watts (Seal)
KIMBERLY WATTS

Linda Chastany
Notary Public

Notary Public, Fulton County, Georgia
My Commission Expires June 4, 2013

07-260001540876

Deed Book 48324 Pg 176
Filed and Recorded Aug-28-2009 03:21pm
2009-0254292
Real Estate Transfer Tax \$380.00
Cathelene Robinson
Clerk of Superior Court
Fulton County, Georgia

RETURN TO:
Kathryn Van Duyn, Esq.
Piedmont Law Group
3524 Habersham at Northlake
Tucker, GA 30084

LIMITED WARRANTY DEED

THIS INDENTURE, made as of the 28th day of August, 2009, by **FRED THOMPSON**, a resident of Fulton County, Georgia ("Grantor"), in favor of **HAW RIVER LAND CO, LLC**, a North Carolina limited liability company ("Grantee"), their heirs, successors and assigns.

WITNESSETH

THAT, Grantor, for in consideration of the sum of TEN (\$10.00) DOLLARS and other valuable consideration, in hand paid at and before the sealing and delivery of these presents, the receipt whereof is hereby acknowledged, has granted, bargained, sold, aliened and conveyed, and by these presents does grant, bargain, sell, alien, convey and confirm unto the said Grantee the following described property, to wit:

ALL THAT TRACT or parcel of land lying and being in Land Lots 154 and 155 of the 7th District of Fulton County, Georgia and being more particularly described as follows:

BEGINNING at a point on the northeasterly right-of-way line of Bishop Road (60 foot right-of-way) 882.47 feet northwest of the intersection of said northeasterly right-of-way line and the northwesterly right-of-way line of U.S. Highway 29; run thence North 32 degrees 11 minutes 20 seconds West, along the northeasterly right-of-way of Bishop Road, 300 feet; run thence North 57 degrees 48 minutes 40 seconds East 871.2 feet; run thence southeasterly, parallel to the north-easterly right-of-way line of Bishop Road, 300 feet; run thence South 57 degrees 48 minutes 40 seconds West 871.2 feet to THE POINT OF BEGINNING, containing 6 acres, more or less, and being a part of Tract 19 on Plat of Survey for J. R. Irwin by Donald O. Babb, Registered Surveyor, dated July 30, 1980, revised August 19, 1980.

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 GRANTOR agrees to warrant and forever defend the right and title to the above described property against the claims all persons claiming by, through or under Grantor.

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

Signed, sealed and delivered
In the presence of:

Cathy Hampton
Unofficial Witness

Fred Thompson (SEAL)
Fred Thompson

[Signature]
Notary Public

{Notary Seal}

My Commission Expires:



PIERS J WEYANT
NOTARY PUBLIC, DEKALB COUNTY, GEORGIA
MY COMMISSION EXPIRES JULY 26, 2011

EXHIBIT ARecord DescriptionParcel One

ALL THAT TRACT OR PARCEL of land lying and being in Land Lot 155 of the 7th District of Fulton County, Georgia, containing 5.963 acres of land, and being more particularly described as follows:

BEGINNING at the mitered intersection of the Northwesterly right of way of US Highway 29 a/k/a Roosevelt Highway (variable right of way) with the Northeasterly right of way of Bishop Road (60 foot right of way); running thence North 69 degrees 31 minutes 37 seconds West, and following along said mitered right of way, a distance of 25.30 feet to a point, said point being located on the Northeasterly right of way of said Bishop Road; running thence North 32 degrees 27 minutes 23 seconds West a distance of 240.98 feet to a point; running thence South 57 degrees 41 minutes 17 seconds West a distance of 10.06 feet to a point, said point being located on the Northeasterly right of way of Bishop Road; running thence North 32 degrees 04 minutes 29 seconds West, and following along said right of way, a distance of 215.74 feet to a point; running thence North 50 degrees 23 minutes 23 seconds East, and departing from said right of way, a distance of 547.07 feet to a point; running thence South 31 degrees 39 minutes 02 second East a distance of 496.22 feet to a point, said point being located on the Northwesterly right of way of US Highway 29; running thence South 50 degrees 45 minutes 06 seconds West, and following along said right of way, a distance of 192.47 feet to a point; running thence North 39 degrees 56 minutes 28 seconds West a distance of 12.00 feet to a point; running thence South 50 degrees 45 minutes 06 seconds West a distance 321.53 feet to a point and the POINT OF BEGINNING.

Parcel Two

ALL THAT TRACT OR PARCEL of land lying and being in land lots 154 and 155 of the 7th Land District of Fulton County, Georgia, containing 4.336 acres, and being designated as Tract 21, as shown on a plat of survey dated September 2, 1980, prepared by Donald O. Babb, R.L.S. #2029, recorded in Plat Book 120, Page 68, in the Office of the Clerk of the Superior Court of Fulton County, Georgia, said plat being made a part hereof by reference.

EXHIBIT BSurveyed Description**Parcel One:**

All that tract or parcel of land lying and being in Land Lots 154 and 155 of the 7th Land District of Fulton County, Georgia, containing 4.34 acres, and being a portion of tract 21, as shown on an ALTA/ACSM Land Title Survey dated November 2, 2009, prepared by Scott D. Grusenmeyer, R.L.S., #3130, and being more particularly described as follows:

Commence at a concrete monument at the mitered intersection of the northwesterly right of way of US Highway 29 a/k/a Roosevelt highway (variable right of way) with the northeasterly right of way of Bishop road (60 foot right of way);

THENCE along said mitered right of way, South 69 degrees 25 minutes 44 seconds East for a distance of 25.29 feet to a concrete monument;

THENCE along northwesterly right of way of US Highway 29, North 50 degrees 45 minutes 31 seconds East for a distance of 321.38 feet to a concrete monument;

THENCE South 39 degrees 31 minutes 09 seconds East for a distance of 12.00 feet to a concrete monument;

THENCE North 50 degrees 45 minutes 31 seconds East for a distance of 192.75 feet to a ½" rebar and the Point Of Beginning;

THENCE leaving said right of way, along the westerly line of said Tract 21, North 31 degrees 39 minutes 02 seconds West for a distance of 777.26 feet to a 1" crimp top pipe;

THENCE leaving said westerly line, along the northerly line said Tract 21, North 57 degrees 56 minutes 24 seconds East for a distance of 200.02 feet to a 1" crimp top pipe;

THENCE leaving said northerly line, along the easterly line said Tract 21, South 39 degrees 01 minutes 07 seconds East for a distance of 745.45 feet to a ½" rebar on the northwesterly right of way of US Highway 29;

THENCE leaving said easterly line, along said right of way of US Highway 29, South 50 degrees 45 minutes 31 seconds West for a distance of 298.23 feet to the Point Of Beginning;

Parcel Two:

All that tract or parcel of land lying and being in Land Lot 155 of the 7th District of Fulton County, Georgia, containing 5.96 acres of land, as shown on an ALTA/ACSM Land Title Survey dated November 2, 2009, prepared by Scott D. Grusenmeyer, R.L.S., #3130 and being more particularly described as follows:

Beginning at a concrete monument at the mitered intersection of the northwesterly right of way of US Highway 29 a/k/a Roosevelt highway (variable right of way) with the northeasterly right of way of Bishop road (60 foot right of way);

THENCE along said mitered right of way, North 69 degrees 25 minutes 44 seconds West for a distance of 25.29 feet to a concrete monument;

THENCE along the northeasterly right of way of Bishop Road North 32 degrees 26 minutes 51 seconds West for a distance of 240.98 feet to a concrete monument;

THENCE South 57 degrees 41 minutes 49 seconds West for a distance of 10.06 feet to a concrete monument;

THENCE North 32 degrees 03 minutes 57 seconds West for a distance of 215.82 feet to a ½" rebar;

THENCE leaving said northeasterly right of way, along the southerly line of Deed Book 40919 Page 234, North 50 degrees 25 minutes 57 seconds East for a distance of 546.95 feet to a 1" crimp top pipe;

THENCE leaving said southerly line, along the westerly line of Tract 21 Plat Book 120 Page 68, South 31 degrees 39 minutes 02 seconds East for a distance of 495.95 feet to a ½" rebar on the northwesterly right of way of US Highway 29;

THENCE leaving said westerly line, along the northwesterly right of way of US Highway 29 South 50 degrees 45 minutes 31 seconds West for a distance of 192.75 feet to a concrete monument;

THENCE North 39 degrees 31 minutes 09 seconds West for a distance of 12.00 feet to a concrete monument;

THENCE South 50 degrees 45 minutes 31 seconds West for a distance of 321.38 feet to the Point Of Beginning;

IN WITNESS WHEREOF, Grantor has caused this Deed to be executed under seal to be effective the day and year first above written.

Signed, sealed, and delivered this 6 day of November, 2009 in the presence of:

George L. Wallace
Unofficial Witness

Melissa Reese
Notary Public
My Commission Expires: 11/05/11

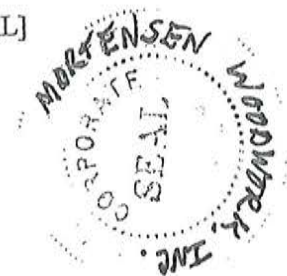
(NOTARY SEAL)

GRANTOR:

MORTENSEN WOODWORK, INC.

By: [Signature]
Frederick J. Mortensen, CEO

[CORPORATE SEAL]



Deed Book 48524 Pg 133
Catherine Robinson
Clerk of Superior Court
Fulton County, Georgia

07-290001551185

Deed Book 48645 Pg 133
Filed and Recorded Dec-22-2009 03:12pm
2009-0381432
Real Estate Transfer Tax \$290.00
Cathelene Robinson
Clerk of Superior Court
Fulton County, Georgia

RETURN TO:
Kathryn Van Duyne, Esq.
Piedmont Law Group
3524 Habersham at Northlake
Tucker, GA 30084

STATE OF GEORGIA)

COUNTY OF FULTON)

WARRANTY DEED

(Tract 20 of Land Lots 154 and 155, of the 7th District, Fulton County, Georgia)

THIS INDENTURE made to be effective as of the 21st day of December, 2009, between JOHN W. WILSON GRADING, INC. ("Grantor") and HAW RIVER LANDCO, LLC, a North Carolina limited liability company ("Grantee").

WITNESSETH:

That Grantor, for and in consideration of the sum of Ten and NO/100 Dollars (\$10.00) in hand paid at and before the sealing and delivery of these presents, the receipt of which is hereby acknowledged, has granted, bargained, sold and conveyed and by these presents does grant, bargain, sell and convey unto Grantee, its successors and assigns, all those certain tracts or parcels of land together with all improvements thereon lying and being in Tract 20 of Land Lots 154 and 155, of the 7th District, Fulton County, Georgia, and being more particularly described on "**Exhibit A**" attached hereto and incorporated herein (the "Real Estate").

TO HAVE AND TO HOLD the said tracts or parcels 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, its successors and assigns, forever in fee simple.

The said Grantor, for itself and its successors and assigns, warrants to the Grantee, its successors and assigns, that Grantor is lawfully seized and possessed of the Real Estate, has good right and lawful authority to sell and convey the same, that the title thereto is clear, free and unencumbered except as set forth on "**Exhibit A**" hereto and that Grantor will warrant and forever defend the right and title to the Real Estate unto the Grantee, its successors and assigns, against the claims of all persons, except as provided on "**Exhibit A**" attached hereto.

IN WITNESS WHEREOF, Grantor has caused this Deed to be executed under seal to be effective the day and year first above written.

Signed, sealed, and delivered this ___ day of December, 2009 in the presence of:

GRANTOR:

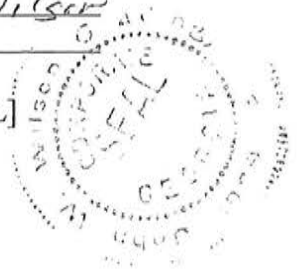
JOHN W. WILSON GRADING, INC.

A L Hayes
Unofficial Witness

By: *John W. Wilson*
Name: *John W. Wilson*
Title: *pres.*

Melissa Reese
Notary
My Commission Expires: *April 15 2011*

[CORPORATE SEAL]





PUBLIC PARTICIPATION PROGRAM

Public Participation Program consists of a two-part process designed to enhance dialogue between applicants and communities which may be impacted by a proposed development.

Part 1 of the process is the Public Participation Plan which is required with all rezoning and/or use permit applications. The plan must be filed simultaneously with the application and implemented before the first public hearing. The minimum standards for the plan are as follows:

- Identification of all property owners within 500 feet of the site and area homeowners' associations, environmentally stressed communities, political jurisdictions, and any other public agencies or organizations which may be affected by an application as determined by the applicant and the current planner at the time of the pre-application review
- Explanation of how interested parties will be informed of rezoning/use permit applications
- Methods for providing opportunities for discussion with interested parties before public hearings are held. Applicants are required to schedule at least one meeting at a convenient location and time and notify all interested parties, as identified above of the purpose, place and time of the meeting.
- Applicant's schedule for completion of the Public Participation Plan

Part 2 of the Public Participation Program is the Public Participation Report which is due per the attached schedule. The minimum standards for the Report are as follows:

- Provide a list of all parties that were contacted, the methods of notification that were used, and copies of all notification letters.
- Provide dates and locations of all community and/or other meetings that were attended by the applicant to discuss an application. (Attach meeting notices, letters, etc.)
- Provide the number of people who participated in meetings held to discuss an application. (Attach sign-in sheets)
- A summary of concerns and issues expressed by interested parties.
- A summary of the applicant's response to concerns and issues.

PUBLIC PARTICIPATION PLAN

Applicant: Safeguard Landfill Management c/o Henry Bailey

1. The following individuals (property owners within 500 feet of the property), homeowner's associations, political jurisdictions, other public agencies, etc., will be notified:

See attached list.

2. The individuals and others listed in 1. above will be notified of the requested rezoning/use permit using the following method(s): (e.g., letters, meeting notices, telephone calls, e-mails, etc.)

Certified mail.

3. Individuals and others listed in 1. above will be allowed to participate in the following manner: (At least one meeting at a convenient time and location is required.)

The meeting time and location is TBD but will be hybrid to allow for maximum participation.

Attach additional sheets as needed.

| parid | mailing addr line 1 | mailing addr line 2 | mailing addr line 3 | mailing addr line 4 |
|-----------------|-------------------------------------|-----------------------------------------------|-----------------------------|----------------------------|
| 07 260001350292 | BOUNTIFUL BLESSINGS CHURCH MINISTRY | INC | 3585 RENAISSANCE CIR | ATLANTA GA 30349 |
| 07 260001350359 | SAFEGUARD LANDFILL MANAGEMENT | LLC | P.O. BOX 829 | FAIRBURN GA 30213-0829 |
| 07 260001540892 | SAFEGUARD LANDFILL MANAGEMENT INC | 3301 BENSON DR SUITE 601 | RALEIGH NC 27609 | |
| 07 260001540918 | BOWSER PROPERTIES LLC | 114601 BOOTE BLVD | JACKSONVILLE FL 32226 | |
| 07 280101670258 | C J TAYLOR HOLDINGS LLC | 6837 ROOSEVELT HWY | FAIRBURN GA 30213 | |
| 07 290001551169 | CPI ENTERPRISES INC | 424 E BROAD ST | FAIRBURN GA 30213 | |
| 07 260001350151 | GODDARD OLA HELEN | 7565 BISHOP RD | FAIRBURN GA 30213 | |
| 07 260001350185 | MCCIER CAROLATTA P | 7600 BISHOP RD | FAIRBURN GA 30213 | |
| 07 260001531081 | CASWELL GEORGE | 1681 MULBERRY LAKE DR | DACULA GA 30019 | |
| 07 260001532733 | CITY OF FAIRBURN | 56 MALONE ST SW | FAIRBURN GA 30213-1341 | |
| 07 270001680192 | ROBERTSON LINDA | 8740 ATLANTA NEWNAN RD | PALMETTO GA 30268 | |
| 07 280001660359 | C S X TRANSPORTATION | C/O C S X TRANSPORTATION | 500 WATER ST # J910 | JACKSONVILLE FL 32202 |
| 07 280101670092 | C J TAYLOR HOLDINGS LLC | 6837 ROOSEVELT HWY | FAIRBURN GA 30213 | |
| 07 260001350169 | BULLOCK TANDY ROSS | 7635 BISHOP RD | FAIRBURN GA 30213 | |
| 07 260001350235 | CAREY WALTER L SR & MARY F | 7400 BISHOP RD | FAIRBURN GA 30213 | |
| 07 260001540736 | SAFEGUARD LANDFILL MANAGEMENT, LLC | 3301 BENSON DR SUITE 601 | RALEIGH NC 27609 | |
| 07 280001660292 | CSX TRANSPORTATION | C/O C S X TRANSPORTATION | 500 WATER ST # J910 | JACKSONVILLE FL 32202 |
| 07 280101670274 | ROBERTSON LINDA | 7800 JOHN RIVERS RD | FAIRBURN GA 30213 | |
| 07 280101670589 | KORDMAN & KORDMAN INC | P.O. BOX 398 | FAIRBURN GA 30213-0398 | |
| 07 280101670597 | OKORO BATHOLOMEW | OKORO REGINA | 135 NW 163RD ST | MIAMI FL 33169-6523 |
| 07 290001550781 | ATLANTA GAS LIGHT CO | P.O. BOX 4569 | ATLANTA GA 30302 | |
| 07 290001551557 | HAW RIVER LANDCO LLC | 4101 LAKE BOONE TRL SUITE 300 | RALEIGH NC 27607 | |
| 07 290001551797 | DECISION RESOURCES LLC | 6311 W STONER DR | GREENFIELD IN 46140 | |
| 07 260001350045 | ORDAZ GUILLERMINA GARCIA | 2631 MAYFLOWER RD | ATLANTA GA 30337 | |
| 07 260001540751 | SAFEGUARD LANDGILL MANAGEMENT | LLC | 3301 BENSON DR #601 | RALEIGH NC 27609 |
| 07 280001660318 | D S I TRANSBULK TERMINALS INC | C/O TRIMAC TRANSPORTATION SOUTH, INC. | 6800 MC LARIN RD | FAIRBURN GA 30213 |
| 07 280101670340 | HAW RIVER LANDCO LLC | 3301 BENSON DR SUITE 601 | RALEIGH NC 27609 | |
| 07 280101670530 | PURSLEY JAMES E | PURSLEY JANICE L | P.O. BOX 1477 | FAIRBURN GA 30213-8007 |
| 07 290001551185 | HAW RIVER LANDCO LLC | 4010 LAKE BOONE TRL SUITE 300 | RALEIGH NC 27607 | |
| 07 290001551540 | HAW RIVER LANDCO LLC | 4101 LAKE BOONE TRL SUITE 300 | RALEIGH NC 27607 | |
| 07 260001540710 | BEST BLOCK LLC | C/O THE QUIKRETE COMPANIES ONE SECURITIES CTR | 3490 PIEDMONT RD SUITE 1300 | ATLANTA GA 30305 |
| 07 260001540728 | BEST BLOCK LLC | C/O THE QUIKRETE COMPANIES ONE SECURITIES CTR | 3490 PIEDMONT RD SUITE 1300 | ATLANTA GA 30305 |
| 07 260001540744 | SAFEGUARD LANDFILL MANAGEMENT, LLC | 3301 BENSON DR SUITE 601 | RALEIGH NC 27609 | |
| 07 260001540926 | BOWSER PROPERTIES LLC | P. O. BOX 26767 | JACKSONVILLE FL 32226 | |
| 07 280001660342 | D S I TRANSPORT INC | C/O TRIMAC TRANSPORTATION SOUTH, INC. | 6800 MC LARIN RD | FAIRBURN GA 30213 |
| 07 280101670332 | HAW RIVER LANDCO LLC | 3301 BENSON DR SUITE 601 | RALEIGH NC 27609 | |
| 07 280101670407 | INTERMEDIA PARTNERS | ATTN: PROP TAX DEPT | 1 COMCAST CENTER 32ND FL | PHILADELPHIA PA 19103-2838 |
| 07 290001551144 | 7805 BISHOP LLC | 7805 BISHOP RD | FAIRBURN GA 30213 | |
| 07 260001350300 | EVANS KATI B | P O BOX 307 | FAIRBURN GA 30213 | |
| 07 260001540876 | HAW RIVER LAND CO LLC | 4101 LAKE BOONE TRL STE 300 | RALEIGH NC 27607 | |
| 07 280101670084 | C.J TAYLOR HOLDINGS LLC | 6855 ROOSEVELT HWY | FAIRBURN GA 30213 | |
| 07 280101670290 | DALLAS ALICE M & HEARD LAURA | 7557 JOHN RIVERS RD | FAIRBURN GA 30213 | |
| 07 280101670365 | LEE NELL | 8830 GULLAT RD | PALMETTO GA 30268 | |
| 07 290001551201 | BUFFINGTON NED B | C/O NED B BUFFINGTON | 5150 GULLATT RD | UNION CITY GA 30291 |

07 260001532741 CITY OF FAIRBURN
07 280101670357 WHITFIELD JUANITA J
07 280101670373 LEE NELL
07 290001551516 HAW RIVER LANDCO LLC
07 290001551813 7805 BISHOP LLC
07 260001531131 COMMERCE HOLDING PROPERTY LLC
07 280101670126 BUTLER RAIFORD J & BARBARA
07 290001550799 OWENS CORNING INSULATING SYSTEMS LLC
07 290001551177 CPI ENTERPRISES INC
07 290001551805 7805 BISHOP LLC

56 MALONE ST SW
6828 ROOSEVELT HWY
8830 GULLAT RD
4101 LAKE BOONE TRL SUITE 300
7805 BISHOP RD
15 STATE ST
6825 ROOSEVELT HWY
1 OWENS CORNING PKWY
424 E BROAD ST
7805 BISHOP RD

FAIRBURN GA 30213-1341
FAIRBURN GA 30213
PALMETTO GA 30268
RALEIGH NC 27607
FAIRBURN GA 30213
COMMERCE GA 30529
FAIRBURN GA 30213
TOLEDO OH 43659
FAIRBURN GA 30213
FAIRBURN GA 30213