



CITY OF MORROW, GEORGIA

August 14, 2012

Regular Meeting

7:30 pm

CALL TO ORDER: Mayor Burke
PLEDGE OF ALLEGIANCE: All
INVOCATION: Mayor Burke

1. **ROLL CALL**

2. **APPROVAL OF MEETING AGENDA:**

To add or remove items from the Agenda:

3. **CONSENT AGENDA:**

1. Approval of the July 24, 2012 Regular and Work Session Minutes.
2. Approval of a Memorandum of Understanding between the City of Morrow and Clayton Archway Partnership for the period July 1, 2012 to June 30, 2013.
3. Approval of Henderson & Hudley, PC Invoice #11216 for Professional Services for period 5/9/2012 to June 30, 2012 in the amount of \$8,228.85.
4. Approval of Fincher Denmark & Williams, LLC Invoice for Legal and Consulting Services Rendered for the Clayton County SDS/LOST Project through June 30, 2012 in the amount of \$7,248.91,

4. **REPORTS AND PRESENTATIONS:**

1. Recognition of investigative excellence that led to the arrest of seven persons involved in an armed robbery at the Joe's Crab Shack in Morrow, Georgia. Presented to Sergeant Larry Oglesby, Detective Philip Brooks and Detective Paul Wages. *(Presented by Chief Chris Leighty and Captain James Callaway)*
2. Financial Update *(Presented by Dan Defnall)*

5. **FIRST PRESENTATION:** None at this time

6. **OLD BUSINESS:** None at this time

7. **NEW BUSINESS:**

1. Approval by the Mayor and Council to purchase a new custom pumper truck for the Morrow Fire Department as defined in the bid specifications which were posted on the City of Morrow and GMA websites, The Clayton News Daily, and the Atlanta Journal Constitution. After review and scoring 29 out of a possible 30 points, the 2012/13 Fire Apparatus Review Committee unanimously recommends the award go to Williams Fire Apparatus, representing SUTPHEN Manufacturing in the amount of \$423,439.00. *(Presented by Mark Herendeen, Fire Chief)*
2. Approval of an agreement with Georgia Outdoor Advertising II, LLC with respect to location of billboards in the City of Morrow and in resolution of all outstanding claims by Georgia Outdoor against the City.
(Presented by Laurel Henderson, City Attorney)

8. **GENERAL COMMENTS:**

Citizens-
City Manager-
Mayor and Council –

9. **ADJOURNMENT:**

**MEMORANDUM OF UNDERSTANDING
Clayton Archway Partnership**

This agreement is made and entered into in the year 2012 with an effective date of July 1, 2012 by and between:

Clayton County Board of Commissioners hereinafter referred to as the “County”;
Clayton State University hereinafter referred to as “CSU”;
Clayton County Chamber of Commerce hereinafter referred to as “Chamber”;
Southern Regional Medical Center hereinafter referred to as “Hospital”;
Clayton County Public Health hereinafter referred to as “Health”;
City of College Park hereinafter referred to as “College Park”;
City of Forest Park hereinafter referred to as “Forest Park”;
City of Lovejoy hereinafter referred to as “Lovejoy”;
City of Morrow hereinafter referred to as “Morrow”; and
City of Riverdale hereinafter referred to as “Riverdale”,
collectively referred to hereinafter as the “Clayton Partners”;

And the Board of Regents of the University System of Georgia by and on behalf of the University of Georgia Archway Partnership (“UGA Archway Partnership”). Cooperative Extension (“CE”); and Office of the Vice President for Public Service and Outreach (“VPPSO”), collectively referred to hereinafter as the “UGA Partners”.

All parties stated above (County, CSU, Chamber, Hospital, Health, College Park, Forest Park, Lovejoy, Morrow, Riverdale, CE and VPPSO) are considered “Participants” in the Clayton Archway Partnership (“Clayton Archway Partnership”).

WHEREAS, Participants agree to cooperate in the development and implementation of the Clayton County Archway Partnership focusing on community and economic development issues for Clayton County with an expectation of extending the Clayton Archway Partnership for multiple years.

WHEREAS, Participants agree to the creation of a Clayton County Archway Partnership Executive Committee to offer the Clayton County Partners suitable representation and influence into the strategic planning and management of the Clayton Archway Partnership.

NOW THEREFORE the parties agree as follows:

SECTION I

The UGA Partners shall:

1. Employ and supervise up to two faculty members and one administrative assistant (hereinafter the “Archway Partnership Staff”).
2. Establish minimum qualifications, certify the qualifications, and determine the total salary the Archway Partnership Staff is to be paid.

3. Agree to perform evaluations of the Archway Partnership Staff performance. Actions taken, if any, shall be communicated to the Executive Committee.
4. Have the right to terminate or transfer Archway Partnership Staff for any reason. In either case, a replacement will be selected following the procedure described in Paragraph 2 above. Should Archway Partnership Staff be terminated, nothing herein shall obligate UGA Partners to retain Archway Partnership Staff for any period of time.
5. Keep an accurate record of all funds received and disbursed under this agreement including all supporting documents. The UGA Partners shall retain such records for a period of three (3) years unless an audit has begun and not been completed or if the audit findings have not been resolved at the end of the three (3) year period. In such cases, the records shall be retained until the audit is complete or until the resolution of the audit findings. The UGA Archway Partnership also agrees to retain all records bearing upon payments under this agreement until the expiration of three (3) years after final payment and grants the jurisdictions access, and the right, to examine such records.
6. Provide Archway Partnership Staff with access to office equipment, supplies, publications and/or other educational materials commensurate with that of similarly situated VPPSO and/or CE faculty and support staff members.
7. Pay a portion of the salary (see Section III, Paragraph 3, below) and associated benefits of faculty at a rate in compliance with the Board of Regents and the UGA Office of the VPPSO and CE salary administration policies.
8. Report to the Executive Committee at regular intervals on the nature of the Clayton County Archway Partnership and progress being made.

SECTION II

The Clayton Partners shall:

1. Agree to recognize the UGA Partners as their institutional partner and provide appropriate recognition of this collaborative working relationship on all appropriate and relevant publications, materials and web sites.
2. Agree, when possible, to make available internship opportunities to the students of the University of Georgia and other University System of Georgia institutions in conjunction with community-identified needs and the terms of this Agreement.
3. Agree to permit UGA Partner Faculty Members to cooperate with the implementation and administration of educational opportunities for the students of the University of Georgia whenever possible.
4. Agree to make available to the UGA Partners any research/study findings and results that may be realized as a result of this Agreement.

SECTION III

Participants Mutually Agree:

- 1. The total cost of the Clayton Archway Partnership from July 1, 2012 until June 30, 2013 will be approximately \$196,500.00.
- 2. The Participants are committed to the following funding of the Clayton Archway Partnership from July 1, 2012 until June 30, 2013 as stated below:

a.	UGA Partners	\$124,000.00
	Cooperative Extension	\$62,000.00
	Office of the VPPSO	\$62,000.00
b.	Clayton Partners	\$72,500.00
	Clayton County Board of Commissioners	\$25,000.00
	Clayton State University	\$7,500.00
	Clayton County Chamber of Commerce	\$5,000.00
	Southern Regional Medical Center	\$5,000.00
	Clayton County Public Health	\$5,000.00
	City of College Park	\$5,000.00
	City of Forest Park	\$5,000.00
	City of Lovejoy	\$5,000.00
	City of Morrow	\$5,000.00
	City of Riverdale	\$5,000.00

- 3. Expenditures for the \$196,500 budget for July 1, 2012 to June 30, 2013 are anticipated to be:

Personal Services	60%
Contracting Higher Education Resources (faculty and students)	25%
Travel and Operating	15%

- 4. The Clayton Partners will pay the UGA Archway Partnership a FIXED FEE of \$72,500.00; the CE will pay the UGA Archway Partnership a FIXED FEE of \$62,000.00; and the Office of the VPPSO will pay the UGA Archway Partnership a FIXED FEE of \$62,000.00. UGA Archway Partnership shall send an invoice to each of the Clayton Partners. The full amount is due 30 days after the effective date of this agreement. Invoices will be sent to the following:

Chairman Eldrin Bell
Clayton County Board of Commissioners
112 Smith Street
Jonesboro, GA 30236

Dr. Tim Hynes, President
Clayton State University
2000 Clayton State Boulevard
Morrow, GA 30260

Yulonda Beauford, President
Clayton County Chamber of Commerce
2270 Mt. Zion Road
Jonesboro, GA 30236

Jim Crissey, President & CEO
Southern Regional Medical System
11 Upper Riverdale Rd SW
Riverdale, GA 30274

Dr. Alpha Bryan, District Health Director
Clayton County Public Health
1117 Battle Creek Road
Jonesboro, GA 30236

Mayor Jack P. Longino
City of College Park
3667 Main Street
College Park, GA 30337

Mayor Corine Deyton
City of Forest Park
745 Forest Parkway
Forest Park, GA 30297

Mayor Bobby Cartwright
City of Lovejoy
2601 Steele Road
Lovejoy, GA 30250

Mayor JB Burke
City of Morrow
1500 Morrow Road
Morrow, GA 30260

Mayor Evelyn Wynn-Dixon
City of Riverdale
6690 Church Street
Riverdale, GA 30274

5. Archway Partnership Staff salaries shall be paid from the funding delineated in Section III, Paragraph 3, above.
6. To the formation of the Clayton Archway Partnership Executive Committee who shall perform the following functions:
 - a. Be responsible for sending the Clayton County Partners portion of the funding for the Archway Partnership to the UGA Archway Partnership.

- b. Provide guidance and concurrence on the appointment and/or hiring of Archway Partnership Staff. Appointments/hiring of Archway Partnership Staff shall be subject to the joint approval of the UGA Partners and the Executive Committee.
 - c. Notify the UGA Partners of the Archway Partnership if the work of any faculty is unsatisfactory to the Clayton Archway Executive Committee.
 - d. Evaluate the financial support of the Clayton Archway Partnership annually, make adjustments as necessary for continued effective support, and notify the UGA Partners of the Archway Partnership of these adjustments by April 30, 2013.
 - e. Agree to locate the Archway Partnership Staff office within the Clayton County Extension Office in facilities that are adequate and appropriate for the program.
7. This Contract/Memorandum shall take effect July 1, 2012 after execution by Participants.
 8. The terms of this Agreement shall be from July 1, 2012 until June 30, 2013. Either party (UGA Partners or Clayton Partners) may terminate this Agreement by written notice of such intent provided ninety (90) days in advance.
 9. This Agreement may be modified by mutual written agreement of the parties hereto.
 10. This Agreement may be renewed annually by mutual written agreement of all parties.
 11. Archway Partnership Staff shall remain University of Georgia employees, subject to all applicable university guidelines and policies, and shall not be employees of County, CSU, Chamber, Hospital, Health, College Park, Forest Park, Lovejoy, Morrow, or Riverdale while performing this service and will not be entitled to fringe benefits normally accruing for employees of County, CSU, Chamber, Hospital, Health, College Park, Forest Park, Lovejoy, Morrow, or Riverdale.
 12. Neither party to this agreement will discriminate against any employee or applicant for employment or against any applicant for enrollment at any school or college or against any student in his/her course of study or training because of race, color, sex, creed, national origin, age, disability, or veteran status.

Clayton County Board of Commissioners

Date

Clayton State University

Date

Clayton County Chamber of Commerce

Date

Southern Regional Medical Center

Date

Clayton County Public Health

Date

City of College Park

Date

City of Forest Park

Date

City of Lovejoy

Date

City of Morrow

Date

City of Riverdale

Date

Board of Regents of the University System of Georgia by
and on behalf of the University of Georgia,
Director of Archway Partnership

Date

Board of Regents of the University System of Georgia by
and on behalf of the University of Georgia,
Associate Dean for Extension, Cooperative Extension

Date

Board of Regents of the University System of Georgia by
and on behalf of the University of Georgia,
Vice President for Public Service and Outreach

Date

Mayor and Council,

2012 Fire Apparatus bid specifications review committee for a new custom pumper:
Mark Herendeen, Elton Poss, Carl DeMarco, Paul Bonner

The Fire Department apparatus review committee recommends the City Council to approve the purchase of a new custom pumper as defined in the bid specifications posted and received by six bidders.

The six manufacturers bid prices are listed below in the order of lowest bid to the highest bid.

1. FireLine, Incorporation, representing E-one manufacturing @ \$418,464.00
2. Ten-8 Corporation, representing Pierce Manufacturing Incorporation @ \$418,601.74
3. Williams Fire Apparatus, representing SUTPHEN manufacturing @ \$423,439.00
4. Southern Emergency Products LLC., representing Rosenbauer Firefighting Technology @ \$427,130.00
5. FERRARA Fire Apparatus, Incorporation @ \$444, 120.00
6. North American Fire Equipment Company (NAFCO), representing Kovatch Mobile Equipment (KME) manufacturing @ \$444,665.00

All vendors representing fire truck manufacturers were ranked by each committee member based on the vehicle which they submitted to the City of Morrow through the bid process.

Each manufacturer ranked by 6 criteria's with a point value system from 1 to 5. The maximum points a vendor could score was 30. Listed below are the 6 criteria's.

1. Tenure and professional reputation of the manufacturer
2. Product quality
3. Durability of product

4. Ability to meet bid specifications as outlined in the bid package
5. Ability to provide service on site (mobile service capacity)
6. Warranty

The following vendors representing the vehicle manufacturer is listed in order of ranking by the committee, 1 scoring the highest and 6 scoring the lowest.

1. **29 points out of 30: Williams Fire Apparatus, representing SUTPHEN manufacturing @ \$423,439.00**

Committee's Notes: Meets all specifications,

2. **27.75 points out of 30: North American Fire Equipment Company (NAFCO), representing Kovatch Mobile Equipment (KME) manufacturing @ \$444,665.00**

Committee's Notes: Drawings provided did not show truck we specified, No drawings in bid package, warranty did not meet all bid specifications

3. **27.4 points out of 30: Ten-8 Corporation representing Pierce Manufacturing Incorporation @ \$418,601.74**

Committee's Notes: Top of vehicle too high, only offer 1 year warranty, Hose bed very high, overall height of truck unacceptable

4. **22.5 points out of 30: FireLine, Incorporation, representing E-one manufacturing @ \$418,464**

Committee's notes: Drawings are vague, cab material made out of over the road materials, Issues with limited warranty

5. **21.0 points out of 30: FERRARA Fire Apparatus, Incorporation @ \$444, 120.00**

Committee's Notes: No mobile service capacity, overall height of compartments, hosebed too high, compartment for little giant ladder too high from ground making it very difficult to remove ladder. No mobile service truck to respond to our station.

6. **17.62 points out of 30: Southern Emergency Products LLC., representing Rosenbauer Firefighting Technology @ \$427,130.00**

Nine pages of clarifications, did not specify mobile service truck, warranty issues

With scoring 29 points out of 30 points, the 2012/13 Fire Apparatus review committee unanimously recommends to the Mayor and City Council to award Williams Fire Apparatus, representing SUTPHEN manufacturing the bid of \$423,439.00 for providing The City of Morrow with manufacturing a new fire engine.

Committee Members

Mark Herendeen date

Elton Poss date

Carl DeMarco date

Paul Bonner date

AGREEMENT

This Agreement is made and entered into by and between Georgia Outdoor Advertising II, LLC (“Georgia Outdoor”) and the City of Morrow, Georgia (“City”). Collectively all referenced persons and entities are referred to herein as “Parties,” and in the singular as a “Party.”

WHEREAS Georgia Outdoor applied to the City for two billboards on the Norfolk Southern right-of-way in the vicinity of I-75 on December 28, 2011, which were denied by the City via a letter dated February 27, 2012; and

WHEREAS Georgia Outdoor sought an appeal to the Mayor and City Council pursuant to Section 8-5-6(i) of the Code of Ordinances of the City of Morrow on March 9, 2012; and

WHEREAS Georgia Outdoor applied to the City for four advertising signs along Georgia Highway 54 on March 8, 2012, which were denied by the City via a letter dated March 20, 2012; and

WHEREAS Georgia Outdoor sought an appeal to the Mayor and City Council pursuant to Section 8-5-6(i) of the Code of Ordinances of the City of Morrow on April 2, 2012; and

WHEREAS the Parties wish to settle any and all disputes or claims between them in their entirety regarding the aforementioned applications and denials, they enter into this Agreement.

THEREFORE, in light of the foregoing and based upon the exchange of valuable consideration by and between the parties to this Agreement – including the City’s agreement to allow Georgia Outdoor to erect certain signs as described herein and Georgia Outdoor’s agreement to withdraw certain sign locations with prejudice – the Parties to this Agreement hereby agree as follows:

Each of the respective Parties to this Agreement hereby mutually releases and forever discharges each of the other Parties to this Agreement and all of such Parties' successors, assigns, agents, affiliates, elected officials, officers, directors, employees, representatives, insurers, and attorneys and each of them of and from any and all claims, debts, liabilities, demands, obligations, damages, costs, expenses, attorneys' fees, enforcement actions accruing prior to the date of this agreement, and causes of action of every nature, character and description, known and unknown, which any of the respective Parties to this Agreement now own or hold or may have at any time heretofore owned or held, or may at any time own or hold against any other Party to this Agreement relating to or arising out of any sign applications and sign locations in the City commenced on or before the date of this Agreement. This Agreement does not restrict either Party, or any of their assignees, from enforcing the terms of this Agreement, nor does it restrict Georgia Outdoor or any assignees from asserting the right to build and operate the signs allowed pursuant to this Agreement, nor does it restrict the right of the City to enforce provisions of the sign ordinance from the date of this Agreement forward.

The City agrees also to the following:

- It will allow Georgia Outdoor to erect one double-sided 14x48' billboard that is 50' tall as measured from grade and 75' tall as measured from road grade, and a zero foot setback from the I-75 right-of-way. This billboard will be situated 25' east of the Norfolk Southern railroad track along the southside of I-75 and 5' from curb of Lee Street, as shown on the attached drawing, provided that no portion of the sign will overhang Lee Street.
- It will allow Georgia Outdoor to erect one double-sided 14x48' billboard that is 45' tall as measured from grade and 65' tall as measured from road grade and a zero foot setback from the I-75 right-of-way. This billboard will be situated behind the TJ Maxx in the Southlake Festival Shopping Center, as shown on the attached drawings.
- It will allow Georgia Outdoor to erect one one double-sided 14x48' billboard that is 65' tall as measured from grade and 75' tall as measured from road grade and a zero foot setback from the I-75 right-of-way. This billboard will be situated near the retention area in the Southlake Festival Shopping Center, as shown on the attached drawings.

- It will allow Georgia Outdoor to install LED technology on one of the aforementioned billboards in compliance with State and City regulations. In the event that an LED display is installed by Georgia Outdoor it shall be made available to the City as follows: (1) as soon as possible upon request of the City police department for the posting of emergency messages, to include Amber Alerts, which shall remain in the ad rotation for at least twenty-four (24) hours or such shorter time requested; and (2) up to two times in each calendar year for use by the City for a period of up to fourteen (14) days for promotion of local and community non-profit events, so long as digital copy is forwarded to Georgia Outdoor at least ten (10) days prior to the requested posting date.
- It will allow Georgia Outdoor to remove the non-ornamental trees located along the right-of-way fence along the Southlake Festival Shopping Center property in order to maximize visibility of the aforementioned signs.
- The City further agrees that all necessary permits – such as sign, building, or electrical permits – for the signs will be issued or completed promptly but in no case longer than ten (10) business days after Georgia Outdoor’s request for same. The City hereby agrees to complete the necessary portions of any applicable State Department of Transportation forms to allow the signs pursuant to this Agreement. Such certification must be made and the forms returned, if not at the time of submission, within five (5) business days. One additional six month extension shall be allowed per sign permit if necessary to accommodate delays due to the Georgia Department of Transportation approval process

Georgia Outdoor also agrees to the following:

- It will forfeit with prejudice its pursuit of the four (4) billboard locations along Jonesboro Road (Highway 54) that were not oriented towards I-75.
- Upon the issuance of state and local permits for the three billboards being allowed under the Agreement, it will forfeit with prejudice its pursuit of the billboard location on the north side of I-75 along the Norfolk Southern railroad right-of-way.
- It will build the signs allowed under this Agreement within six (6) months of receiving state permits regarding the same.
- No sign built pursuant to this Agreement will be utilized to post messages advertising adult entertainment establishments, strip clubs, lingerie modeling, or other adult subject-matter.

The Parties to the Agreement further agree to the following:

- In the event that the Georgia Department of Transportation does not issue a state permit for either of the locations along I-75 behind the Southlake Festival Shopping Center, that Georgia Outdoor shall be allowed to replace said location(s) with alternative locations so as to allow a total of three signs oriented toward I-75. Two potential alternative locations include a billboard on the City owned property west of Highway 54 on the north side of

I-75 and a billboard on the north side of I-75 along the Norfolk Southern railroad right-of-way, which was originally applied for, but the Parties shall work together to secure an agreement regarding the replacement sites.

This Agreement is a product of negotiation and shall not be construed against any party and shall be governed by, construed, and interpreted in accordance with the laws of the State of Georgia, without regard to conflict of laws principles.

The Parties represent and warrant that they, with the assistance of legal advice from their attorneys, have fully informed themselves of the contents, terms and conditions of this Agreement, and that each of them possesses the legal authority to enter into this Agreement.

This Agreement constitutes the entire agreement between the parties as to the subject matter hereof, and may not be amended nor may any of its provisions be waived except in writing signed by all of the signatories hereto.

This Agreement shall be binding upon and inure to the benefit of the Parties and their respective agents, executors, heirs, successors, and assigns, subject to the conditions set forth herein.

This Agreement may be executed in one or more counterparts, all of which taken together shall constitute one agreement.

REVIEWED, APPROVED, AND ACCEPTED BY:

DATED: August ____, 2012.

By: _____

On Behalf of Georgia Outdoor

Its: _____

Sworn to and subscribed
before me this ____ day
of _____, 2012

NOTARY PUBLIC

My Commission Expires: _____

REVIEWED, APPROVED, AND ACCEPTED BY:

DATED: August ____, 2012.

By: _____

On Behalf of The City of Morrow

Its: _____

Sworn to and subscribed
before me this ____ day
of _____, 2012

NOTARY PUBLIC

My Commission Expires: _____

**Georgia Outdoor Advertising
Morrow, GA**

LOCATION: SITE NS-1

DESCRIPTION: One single pole sign 14x48' center mount 20' Vee, cantilevered configuration 50' tall as measured from grade and 75' tall as measured from grade of roadway. Sign will be situated 25' East of RR track Southside of I-75 and 5' from curb of Lee Street. The nearest Billboard is the Lamar sign situated 685' away and across I-75. This location as proposed is code compliant with both City and State.

OTHER: This proposed location will be situated 1090' W of proposed location B (see below). Sign will be oriented to I-75.

Revised engineered drawings, scaled site plans, and photograph of staked location will be furnished.

LOCATION: SITE B

DESCRIPTION: One single pole sign 14x48' full flag 20' Vee 45' tall as measured from grade and 65' tall as measured from grade of roadway. Sign will be situated in existing Landscape Island behind TJ Maxx building. The nearest Billboard is Lamar's situated 635' away and across I-75. This location as proposed is code compliant with both City and State.

OTHER: This proposed location will be situated 760' W of proposed location A (see below). Sign will be oriented to I-75.

Revised engineered drawings, scaled site plans and photograph of staked location will be furnished.

LOCATION: SITE A

DESCRIPTION: One single pole sign 14x48' center mount 20' Vee 65' tall as measured from grade and 75' tall as measured from roadway. Sign will be situated in an existing Landscape Island near gate to Retention Area. There will be 33' separation from adjacent pylon sign and approved clearance for visibility by landowner. The nearest Billboard is Lamar's situated 1370' away and across I-75. This location as proposed is code compliant with both City and State.

OTHER: This proposed location will be situated 760' E of proposed location B (see above). Sign will be oriented to I-75.

Revised engineered drawings, scaled site plans and photograph of staked location will be furnished.



COURSE	BEARING	DISTANCE
1.	S 82°40'40" W	69.00'
2.	N 23°18'40" E	155.00'
3.	N 62°140'40" E	80.00'
4.	S 27°18'18" W	70.00'
5.	S 62°40'40" E	180.00'
6.	S 27°18'18" E	175.00'
7.	S 82°40'40" W	160.00'

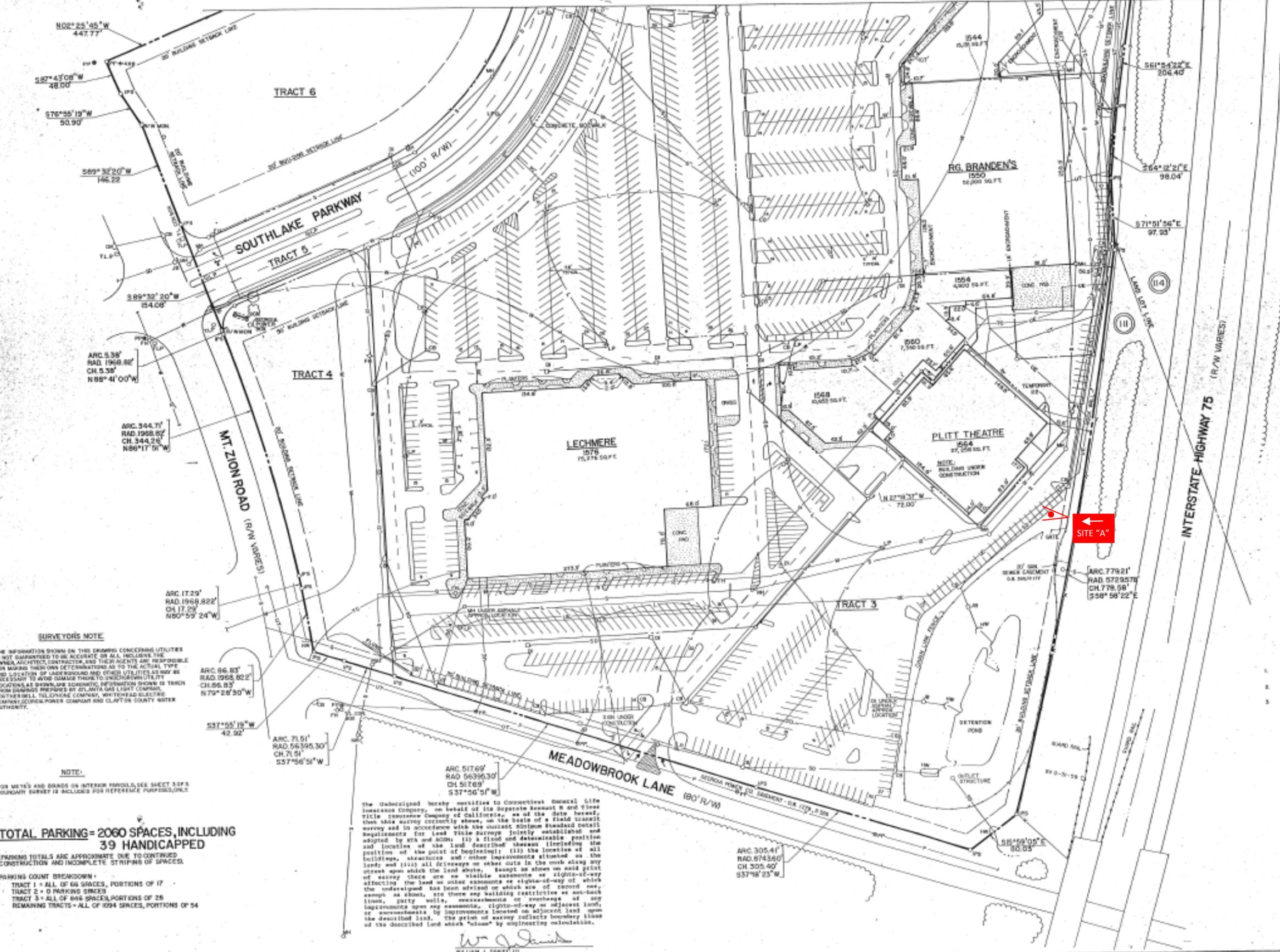
AREA CHART	AREA
MERWIN'S	6,540 AC.
RO. BRANDEN'S	4,719 AC.
LECHMERE	8,046 AC.
TRACT "A"	1,320 AC.
TRACT "D"	1,084 AC.
TRACT 1	1,557 AC.
TRACT 2	0,300 AC.
TRACT 3	0,770 AC.
TRACT 4	1,845 AC.
TRACT 5	3,893 AC.
TRACT 6	4,573 AC.
TOTAL	50,907 AC.

- NOTES**
- AREA SHOWN FOR TRACT 1 INCLUDES 0.448 ACRES FOR PHASE II.
 - AREA SHOWN FOR TRACT 3 INCLUDES 0.771 ACRES FOR THEATRE.
 - REFERENCE IS MADE TO A DRAINAGE EXEMPTION IN LAND LOT 14 AS PER D.B. 1205, 0 679.

LEGEND

WHITE SPACE	UNIMPROVED LAND	CONCRETE DRIVEWAY
BLACK SPACE	IMPROVED LAND	CONCRETE SIDEWALK
DIAGONAL HATCH	ASPHALT DRIVEWAY	CONCRETE SIDEWALK
CROSS-HATCH	GRAVEL DRIVEWAY	CONCRETE SIDEWALK
...

GRAPHIC SCALE: 0 25 50 100



SURVEYOR'S NOTE

THE INFORMATION SHOWN ON THIS DRAWING CONCERNING UTILITIES IS NOT GUARANTEED TO BE ACCURATE OR ALL. INCLUDE THE OWNER, ARCHITECT, CONTRACTOR, AND THEIR AGENTS ARE RESPONSIBLE FOR MAKING THEIR OWN DETERMINATIONS AS TO THE ACTUAL TYPE AND LOCATION OF UNDERGROUND AND OTHER UTILITIES AS MAY BE NECESSARY TO AVOID DAMAGE THERE TO UNDERGROUND UTILITIES. LOCATION OF UNDERGROUND UTILITIES IS SHOWN ON THIS DRAWING FROM DRAWINGS PREPARED BY ATLANTA GAS LIGHT COMPANY, SOUTHERN BELL TELEPHONE COMPANY, WHITEHEAD ELECTRIC COMPANY, GEORGIA POWER COMPANY AND CLAYTON COUNTY WATER AUTHORITY.

NOTE

FOR METES AND BEARS ON INTERIOR PARCELS, SEE SHEET 102'S BOUNDARY SURVEY IS INCLUDED FOR REFERENCE PURPOSES ONLY.

TOTAL PARKING = 2060 SPACES, INCLUDING 39 HANDICAPPED

(PARKING TOTALS ARE APPROXIMATE DUE TO CONTINGENT CONSTRUCTION AND INCOMPLETE STRIPS OF SPACES.)

PARKING COUNT BREAKDOWN:

- TRACT 1 = ALL OF 64 SPACES, PORTIONS OF 17
- TRACT 2 = 0 PARKING SPACES
- TRACT 3 = ALL OF 846 SPACES, PORTIONS OF 28
- REMAINING TRACTS = ALL OF 1094 SPACES, PORTIONS OF 54

The undersigned hereby certifies to Connecticut General Life Insurance Company, on behalf of its Separate Account R and Title Insurance Company of California, as of the date hereof, that this survey correctly shows, on the basis of a field located survey and in accordance with the current Minimum Standard Detail requirements for land title surveys jointly established and adopted by STA and AGON: (i) a clear and determinable position and location of the land described herein (including the position of the point of beginning); (ii) the location of all buildings, easements and other improvements situated on the land; and (iii) all driveways or other cuts in the curb along any street upon which the land abuts. Except as shown on said plat, there are no visible easements or rights-of-way affecting the land or other easements or rights-of-way of which the undersigned has been advised or which are of record, except as shown, and there are no building restrictions or anti-back laws, party walls, encroachments or encumbrances of any kind or nature upon any easements, rights-of-way or adjacent land, or encroachments by improvements located on adjacent land upon the described land. The print of survey reflects boundary lines of the described land which "close" by engineering calculation.

W. J. Davis
 WILLIAM J. DAVIS III
 GEORGIA REGISTERED LAND SURVEYOR NO. 0257

DATE	DESCRIPTION

DESIGNED: _____
 DRAWN: JES. CAM
 CHECKED: CAM/WJD
 APPROVED: WJD



SOUTHLAKE FESTIVAL SHOPPING CENTER

AS-BUILT SURVEY FOR CONNECTICUT GENERAL LIFE INSURANCE COMPANY, ON BEHALF OF ITS SEPARATE ACCOUNT R AND TIGOR TITLE INSURANCE COMPANY OF CALIFORNIA

LAND LOTS 14, 15 & 16
 CLAYTON COUNTY

15TH DISTRICT
 GEORGIA

PROJ. NO.: 8028
 DATE: FEBRUARY 23, 1997
 SCALE: 1"=50'
 SHEET NO.: 2 OF 3

