



Small town. Big difference.

City of Lilburn  
76 Main Street  
Lilburn, GA 30047

**City Council**  
**Meeting Agenda**

Auditorium  
Monday, April 11, 2016  
7:30 p.m.

**Council**  
Johnny Crist, Mayor  
Brian Burchik, Post 1  
Scott Batterton, Post 2  
Eddie Price, Post 3  
Tim Dunn, Post 4

*As set forth in the Americans with Disabilities Act of 1990, the City of Lilburn does not discriminate on the basis of disability in the admission or access to, or treatment or employment in its programs or activities. Doug Stacks, 76 Main Street, Lilburn, GA 30047 has been designated to coordinate compliance with the non-discrimination requirements contained in section 13.107 of the Department of Justice regulations, information concerning the provisions of the Americans with Disabilities Act, and the rights provided thereunder, are available from the ADA coordinator.*

*The City of Lilburn will assist citizens with special needs given proper notice (seven working days). Any requests for reasonable accommodations required by individuals to fully participate in any open meeting, program or activity of the City of Lilburn should be directed to Doug Stacks, 76 Main Street, Lilburn, GA 30047, telephone number 770-921-2210.*

- I. **CALL TO ORDER**
- II. **ROLL CALL**
- III. **PLEDGE TO THE FLAG**
- IV. **APPROVAL OF AGENDA**
- V. **ANNOUNCEMENTS**
- VI. **CEREMONIAL MATTER**
  - The City of Lilburn presents the Arbor Day 2016 Proclamation.
- VII. **PUBLIC COMMENT – NONE**
- VIII. **APPROVAL OF MINUTES**
  - Consideration of the City Council Regular meeting minutes from March 14, 2016.
- IX. **PUBLIC HEARING – NONE**
- X. **AGENDA**
  1. **DOWNTOWN DEVELOPMENT AUTHORITY – PURCHASE OF PROPERTY/147 & 157 MAIN STREET – CITY MANAGER**

To further development efforts in the Lilburn Downtown area, the DDA has a contract to purchase properties at 147 and 157 Main Street. Both properties are strategic as the City and DDA market desirable development(s) within the Old Town/Downtown area. If approved, the City will be responsible for 25% of the purchase price of \$380,000. This will be treated as an advance to be repaid upon development of the properties.

**Staff recommends a motion to approve the purchase of 147 and 157 Main Street by the Lilburn Downtown Development Authority. Additionally, approve a loan to the Lilburn DDA in the amount of 25% of purchase price and closing costs. Further, authorize Mayor to execute all documents on behalf of the City of Lilburn.**

Attachment: *Executed contract – Lilburn DDA and Cross Road Investment, LLC*

2. **2016 LMIG MAINTENANCE AND IMPROVEMENT GRANT SAFETY PROGRAM (SUPPLEMENTAL LMIG) PROJECT LIST – CITY MANAGER**

The Georgia Department of Transportation (GDOT) notified all local agencies that supplemental funding is available for qualified safety projects as part of the LMIG funding cycle. The City proposes a mix of safety projects, to include: striping and sidewalk repairs. The City is responsible for a 30% grant match for all projects.

- Project list to be finalized and submitted at Council work session.

**Staff recommends a motion to approve 2016 supplemental Local Maintenance and Improvement Grant as submitted. Further, authorize Mayor to execute all documents on behalf of the City of Lilburn.**

Attachment: *2016 LMIG Supplemental Request and Project List*

**3. MAIN STREET ABANDONMENT – PORTION BETWEEN LAWRENCEVILLE HWY AND CHURCH STREET –  
DIRECTOR OF PLANNING & ECONOMIC DEVELOPMENT**

Now that the realigned Main Street is open, we need to abandon the old right-of-way of Main Street in preparation of the sale of the 7.6 acre site. The attached survey has the right-of-way highlighted in red.

City staff is working with internet map providers to make corrections to maps that will include the deletion of this section.

**Staff recommends a motion to approve the Abandonment Resolution no. 2016-02 abandoning Main Street as shown on the attached exhibit.**

Attachment: *Survey/Exhibit, Resolution #2016-02*

**XI. ADJOURNMENT**

**CITY OF LILBURN  
AGENDA ITEM 1**

<b>Date:</b>	3/31/16	<b>To: Mayor and Council</b>	4/6/16
<b>From:</b>	Bill Johnsa	<b>Department:</b>	City Manager
<b>Work Session Date Requested:</b>	4/11/16 W/S & REG. MTG.	<b>Presenter:</b>	Bill Johnsa
<b>Agenda Title:</b>	<b>Downtown Development Authority – Purchase of property/ 147 &amp; 157 Main Street</b>		
<b>Audio/Visual Requirements:</b>	n/a	<b>Deadline Date:</b>	n/a

**Agenda Item (Background/History/Details):**

To further development efforts in the Lilburn Downtown area, the DDA has a contract to purchase properties at 147 and 157 Main Street. Both properties are strategic as the City and DDA market desirable development(s) within the Old Town/Downtown area. If approved, the City will be responsible for 25% of the purchase price of \$380,000. This will be treated as an advance to be repaid upon development of the properties.

**Staff Recommendations:**

Staff recommends the following: **“Motion to approve the purchase of 147 and 157 Main Street by the Lilburn Downtown Development Authority. Additionally, approve a loan to the Lilburn DDA in the amount of 25% of purchase price and closing costs. Further, authorize Mayor to execute all documents on behalf of the City of Lilburn”.**

**Department Head Approval:**

**B. Johnsa**

**Mayor/Council Signature Required:**

**YES**

**NO**

**List Attachments:**

**1. Executed contract - Lilburn DDA and Cross Road Investment, LLC**

**Financial Information (For Financial Services Use Only)**

<b>Budgeted Yes/No</b>	<b>Fund Name &amp; Code</b>	<b>Current Balance</b>	<b>Requested Allocation</b>	<b>City Manager's Initials</b>
	Capital projects Fund	\$ 923,000	+/- \$ 95,000	<b>BJ</b>

**CONTRACT OF SALE**

THIS AGREEMENT, made and entered into between and among the undersigned seller, (herein called SELLER) and the undersigned Purchaser, (herein called PURCHASER), and the undersigned Broker, (herein called BROKER):

**WITNESSETH:**

For and in consideration for the representations, covenants and agreements herein contained, the parties hereto agree as follows:

**1. PURCHASE AND SALE:** seller agrees to sell and convey and Purchaser agrees to purchase and take title to that certain property lying and being located in Land Lot 135 of the 009 and 038 section, of the 6 District of Gwinnett County

**2. PURCHASE PRICE:** the purchase price of Property shall be \$380,000.00 Dollars and shall be paid on the closing date to seller as follows:

**ALL CASH AT DATE OF CLOSING**

(A) Purchaser has paid to Seller, Ten Dollars, by check, receipt whereof is hereby acknowledged by Purchaser and Seller, as earnest money.

(B) At closing, Purchaser agrees to pay the purchase price as follows: (Funds shall be paid at closing at Purchaser's option, by (a) bank wire transfer, (b) a check drawn by a national bank or a federal reserve bank, or (c) a check drawn on the escrow account of Purchaser's attorneys.)

**3. CONDITIONS OF CONTRACT:** this Contract is conditional upon the following:

(A) Marketable Title: seller warrants and represents that seller presently had good and marketable, fee simple title to Property, and at the time the sale is consummated seller agrees to convey a good marketable fee simple title to Property to Purchaser by general warranty deed. Good and marketable, fee simple title is defined as a title that is insurable by a national title insurance company at its standard rates on ALTA. Owner's Policy, without exception free and clear of all leases, liens, encumbrances, assessments, and restrictions and other matters except (i) zoning ordinances affecting Property, (ii) general utility easements of record, (iii) ad valorem and/or sanitary taxes on the Property for the calendar year in which this transaction closes which are not yet due and payable. Prior to closing, Purchaser shall examine title to Property and shall furnish seller a written statement of the objections affecting the marketability of said title, if any. Seller shall have 40 days after receipt of such objections to satisfy them, and if seller fails to satisfy all valid objections on or before the date of closing, the Purchaser shall have the following options: (i) accepting the Property with such legal defects, (ii) postponing closing hereunder for not more than 60 days until such legal defects are corrected by seller, or (iii) declining to accept Property with such legal defects and seller reimburse the Purchaser for actual and reasonable out of pocket expenses (including but not limited to engineering, surveying, soil testing and legal) incurred by Purchaser in examining the Property. Purchaser shall have the right to bring any legal action necessary to enforce the provisions hereof; such choice to be exercised by written notice mailed within 10 days following the end of the period provided above for the corrections by seller of such legal defects. Should Purchaser elect to postpone closing under (ii) above, and should, at the end of said 60 day postponement period, said legal defects remain uncorrected, the Purchaser shall have the further choice of options (i) and (iii) as provided in this paragraph by written notice to seller mailed within 10 days following the end of such postponement period. If Purchaser shall decline to so accept Property subject to such legal defects or shall not notify seller of Purchaser's choice of either option (i) or (iii) within said 10 day period, then this Contract shall, at the option of Purchaser or seller, be rescinded and Purchaser's earnest money deposit with accrued interest shall be promptly refunded in full to Purchaser.

(B) Utilities: During the Inspection Period, Purchaser shall have satisfied itself that there shall be available to a boundary line of the Property as the same shall be established as herein provided, electricity, gas, water, sewer, and telephone service of sufficient quantity, quality, and pressure, as the case may be, to permit the economic development.

**4. CLOSING:** the consummation of the sale is referred to herein as CLOSING or the CLOSING. The term CLOSING Date, wherever it may appear within the body of this Contract, shall be defined as the originally fixed time and date upon which the sale is to be consummated, or any adjourned date as permitted herein.

(A) The sale shall be consummated at a location in Lawrenceville, Georgia, selected by Purchaser, at a date and time selected by Purchaser on or before April 12, 2016. The Georgia real estate transfer tax shall be paid by seller and Purchaser shall pay all other closing cost, except each party is responsible for payment of their own attorney's fees. Seller agrees to execute or cause to be executed all other documents reasonably requested by Purchaser to effectuate the closing. Said warranty shall survive the closing.

(B) All real estate, ad valorem taxes and annual special charges (i.e. street lighting, sewer, garbage collection, etc.) for the calendar year of closing shall be prorated as of the day prior to closing. If the closing shall occur before the tax rate is fixed for the current tax year, such taxes shall be apportioned on the basis of the tax rate of the proceeding tax year applied to the latest assessed evaluations; if such apportionment shall be incorrect based on the actual tax bill when issued, the party receiving the excess proration shall reimburse the other to correct the prior apportionment upon demand. All unpaid assessments applicable to Property, including any assessments arising between the date hereof and the time of closing, shall be paid at closing by seller, irrespective of when the same shall be made due and payable. The provisions of this paragraph shall survive delivery of the Deed.

**5. SPECIAL STIPULATIONS:**

- Seller shall have 60 days after closing to vacate home at 157 Main St., Lilburn, GA 30047.
- This contract is contingent on Lilburn City Council approval.

**6. BASIC CONTRACT REQUIREMENTS:**

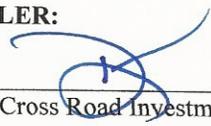
(A) This Contract constitutes the entire agreement between the parties hereto and it is understood and agreed that all undertakings and agreements heretofore made between these parties are merged herein. The provisions herein shall inure to the benefit of and shall be binding upon the parties hereto and their respective heirs, successors and assignees and the legal representatives of their estates as the case may apply. This Contract may not be changed orally, but only by an agreement in writing signed by purchaser, seller, and Broker.

(B) Notices given pursuant to this Contract shall be in writing, delivered in person or by certified mail, return receipt required, addressed to the mailing address given herein. The time of postmark shall be deemed the time of receipt of mailed notices.

(C) Time is of the essence in this Contract

IN WITNESS HEREOF, the Purchaser, Seller, and Broker, have hereunto set their hands and affixed their seals this 23 day of March, 2016  
Effective and Final acceptance date by all Parties

**SELLER:**

BY:  \_\_\_\_\_  
Cross Road Investment, LLC

**PURCHASER:**

BY:  \_\_\_\_\_  
Lilburn Downtown Development Authority

**CITY OF LILBURN  
AGENDA ITEM 2**

<b>Date:</b>	4/4/16	<b>To: Mayor and Council</b>	4/6/16
<b>From:</b>	Bill Johnsa	<b>Department:</b>	City Manager
<b>Work Session Date Requested:</b>	4/11/16 W/S & REG. MTG.	<b>Presenter:</b>	Bill Johnsa
<b>Agenda Title:</b>	<b>2016 Local maintenance and Improvement Grant Safety Program (supplemental LMIG) project list</b>		
<b>Audio/Visual Requirements:</b>	n/a	<b>Deadline Date:</b>	n/a

<b>Agenda Item (Background/History/Details):</b>
The Georgia Department of Transportation (GDOT) notified all local agencies that supplemental funding is available for qualified safety projects as part of the LMIG funding cycle. The City proposes a mix of safety projects, to include: striping and sidewalk repairs. The City is responsible for a 30% grant match for all projects. <ul style="list-style-type: none"> <li>• Project list to be finalized and submitted at Council work session</li> </ul>

<b>Staff Recommendations:</b>
Staff recommends the following: <b>“Motion to approve 2016 supplemental Local Maintenance and Improvement Grant as submitted. Further, authorize Mayor to execute all documents on behalf of the City of Lilburn.”</b>

<b>Department Head Approval:</b>	<b>B. Johnsa</b>
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<b>Mayor/Council Signature Required:</b>	<b>YES</b>	<b>NO</b>
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<b>List Attachments:</b>
<b>1. 2016 LMIG supplemental request and project list</b>

**Financial Information (For Financial Services Use Only)**

<b>Budgeted Yes/No</b>	<b>Fund Name &amp; Code</b>	<b>Current Balance</b>	<b>Requested Allocation</b>	<b>City Manager's Initials</b>
Yes	2014 SPLOST/Transportation Capital projects Fund	\$533,000/\$923,000	TBD	<b>BJ</b>

## FY 2016 LMIG OFF SYSTEM SAFETY PROGRAM

### Program Overview:

Off-System roads account for approximately 45% of the motor vehicle fatalities in Georgia annually. Meeting Georgia's goals for fatality reduction in Georgia requires a significant investment in improving safety on the county and city road system. As a result of House Bill 170, funds are being targeted from the FY 2016 supplemental budget for safety improvements on Off-System routes. The program focuses on low-cost safety improvements that can be implemented within the existing rights of way of Off-System routes that are likely to reduce the frequency and severity of crashes.

### Project/Selection Criteria:

This program will resemble the existing Off-System Safety Program (OSS) currently managed by the Local Grants Office. The primary difference is that the existing OSS utilizes Federal dollars and is let by GDOT, which requires a lengthy Plan Development Process (PDP). The safety program will follow the normal LMIG process in which direct payment is made by check after eligibility requirements are met.

In order to aid in project selection, crash summaries (Report Cards) will be still be provided by Traffic Operations to each GDOT District. State Aid Coordinators (SAC) should use the Report Cards as a guide for project selection. Local governments may submit projects that are based solely on roads that show evidence of faded or deteriorated signs and pavement markings.

The SAC should consider a local government's LMIG grant history as well as the OSS project history in making selections. Other criteria include whether or not a local government can meet the required 10% or 30% match to receive these LMIG funds. Those local governments that can exceed the required match will be given additional consideration.

### Local Government (LG) responsibilities:

LGs will be responsible for submitting an LMIG application and project list to the District by May 1, 2016. The LMIG Grant application must include a cover letter signed by the Mayor or Commission Chairman identifying the Project List. The letter should contain a short description of the project list, a 2016 LMIG Grant application form, map and a Project List. Applications submitted without this information will not be approved. No applications will be accepted after May 1, 2016, as funds for this program must be authorized by June 30, 2016. All projects must be under contract or completed by December 31, 2016.

LGs will be responsible for completion of fieldwork, plan preparation and bidding the project. In some cases the fieldwork may be completed by the SAC; but all fieldwork that is completed by a local government should be reviewed by the SAC. LGs will also be fully responsible for all clearance of environmental requirements, utility adjustments and right of way.

### Payment:

Payment of funds will be made through the normal LMIG process once the application and project list have been approved. If deemed necessary by the SAC, authorization of payment may be held until the project plans have been reviewed and approved.

### Eligible Contract Items:

Raised Pavement Markers, Rumble Strips, Pavement Markings, Edge lines, Centerlines, Stop bars, Signing, Chevrons, Vegetation Removal, Guardrail, Guardrail delineation, Guardrail at bridge ends, Traffic Signals, Advance post-mounted flashing beacons for intersections or school zones, Pedestrian Improvements, Minor shoulder widening (locals will be responsible for overlay if needed).

Crosswalks & Sidewalks

30% Match

## CITY OF LILBURN AGENDA ITEM 3

<b>Date:</b>	April 5, 2016	<b>To:</b>	<b>Mayor and Council</b>
<b>From:</b>	Doug Stacks	<b>Department:</b>	Planning & Econ Dev't
<b>Work Session Date:</b>	April 11, 2016	<b>Presenter:</b>	Doug Stacks
<b>Agenda Title:</b>	<b>MAIN STREET ABANDONMENT – Portion between Lawrenceville Hwy and Church Street</b>		
<b>Audio/Visual Req'ts:</b>	n/a	<b>Meeting Date:</b>	April 11, 2016

<b>Agenda Item (Background/History/Details):</b>
<p>Now that the realigned Main Street is open, we need to abandon the old right-of-way of Main Street in preparation of the sale of the 7.6 acre site. The attached survey has the right-of-way highlighted in red.</p> <p>City staff is working with internet map providers to make corrections to maps that will include the deletion of this section.</p>

<b>Staff Recommendation:</b>
<p>Staff recommends a motion to approve the Abandonment Resolution No. 2016-02 abandoning Main Street as shown on the attached exhibit.</p>

<b>Department Head Approval:</b>	
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<b>Mayor's Signature Required:</b>	YES	NO
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<b>List Attachments:</b>
<ol style="list-style-type: none"> <li>1. Survey/Exhibit</li> <li>2. Resolution 2016-02</li> </ol>

CITY OF LILBURN  
COUNTY OF GWINNETT

**RESOLUTION # 2016-02**

**A RESOLUTION TO ABANDON A PORTION OF A  
PUBLIC ROAD WITHIN THE CITY OF LILBURN KNOWN  
AS MAIN STREET.**

**WHEREAS**, Main Street is a public road within the City of Lilburn and is part of the street system of the City of Lilburn; and

**WHEREAS**, the rerouting and construction of Main Street in a different location has caused a portion of Main Street to no longer be in use; and

**WHEREAS**, the portion of Main Street to be abandoned is shown, marked in orange, on a plat prepared by Lowe Engineers dated 1/21/16; and

**WHEREAS**, the City of Lilburn has the authority to abandon this portion of said road pursuant to O.C.G.A. §32-7-1; and

**WHEREAS**, after due consideration, the Council of the City of Lilburn has determined that the portion of the road to be abandoned has ceased to be used by the public to the extent that no substantial public purpose is served by it and it has further determined that it is in the best interest of the public and the City of Lilburn to abandon that portion of Main Street as shown on the referenced plat.

**NOW, THEREFORE, BE IT RESOLVED** by the Council of the City of Lilburn as follows:

- (1) That the portion of the City of Lilburn street system known as Main Street and as marked in orange on that plat prepared by Lowe Engineers, a copy of which is attached hereto as Exhibit "A" and incorporated by reference as if fully set forth herein, is hereby abandoned.
- (2) That the Mayor of the City of Lilburn be, and is hereby authorized and directed to execute any and all appropriate quitclaim deeds of said abandoned road to the property owners of adjoining parcels as necessary.

**SO RESOLVED**, this 11<sup>th</sup> day of April, 2016.

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JOHNNY CRIST, MAYOR  
CITY OF LILBURN

ATTEST:

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Melissa L. Penate, City Clerk

APPROVED AS TO FORM:

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rothers, City Attorney

To: Macaully Investments:

This is to certify that this map or plat and the survey on which it is based were made in accordance with the 2011 Minimum Standard Detail Requirements for ALTA/ACSM Land Title Surveys, jointly established and adopted by ALTA and NSPS, and includes items 1 (except in states that require record monument platting), 4, 5, 6, 9, 11(a) (location of utilities per visible, above-ground, observed evidence), 13, 16, 18, and 19 of Table A thereof.

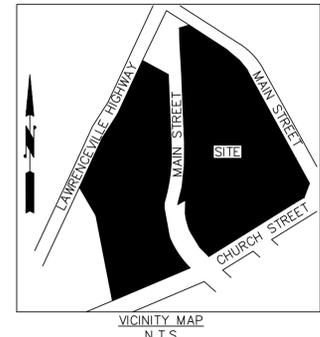
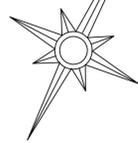
The field work was completed on November 5, 2015.

Date of Plat or Map: January 20, 2016.

Surveyor's signature  
William J. Daniel III



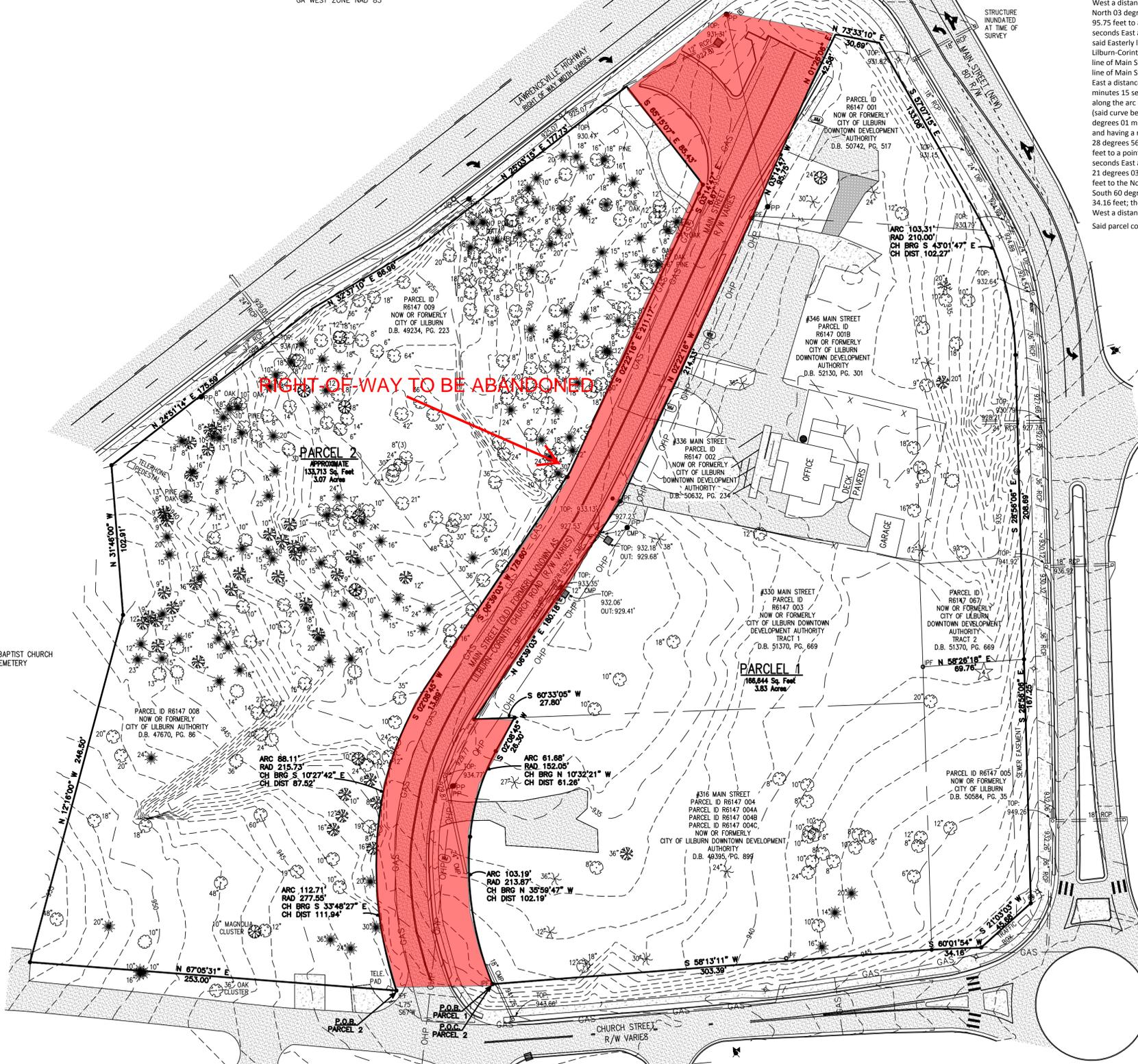
GRID NORTH  
GA WEST ZONE NAD 83



REVISIONS	NO.	DATE
	1	
	2	
	3	
	4	
	5	
	6	
	7	

Land Lot 147  
6th District  
Gwinnett County, GA

336 Main Street  
Lilburn, GA  
30047



**PARCEL 1**  
BEGINNING at an iron pin found at the Easterly right of way line of Main Street, formerly known as Lilburn-Corinth Church Road and the Northerly right of way line of Church Street; thence along the easterly right of way line of Main Street along the arc of a curve to the right 103.19 feet (said curve being subtended by a chord bearing North 35 degrees 59 minutes 47 seconds West a distance of 102.19 feet and having a radius of 213.87 feet) to a point; thence along the arc of a curve to the right 61.88 feet (said curve being subtended by a chord bearing North 10 degrees 32 minutes 21 seconds West a distance of 61.26 feet and having a radius 152.05 feet) to a point; thence South 60 degrees 33 minutes 05 seconds West a distance of 27.80 feet to a point; thence North 06 degrees 39 minutes 03 seconds East a distance of 180.18 feet to an iron pin found; thence North 01 degrees 26 minutes 06 seconds East a distance of 42.58 feet to the intersection of said Easterly line of Main Street, formerly known as Lilburn-Corinth Church Road, and the Westerly right of way line of Main Street; thence continuing along said right of way line of Main Street North 73 degrees 33 minutes 10 seconds East a distance of 30.89 feet; thence South 57 degrees 07 minutes 15 seconds East a distance of 133.08 feet; thence along the arc of a curve to the right a distance of 103.31 feet (said curve being subtended by a chord bearing South 43 degrees 01 minutes 47 seconds East a distance of 102.27 feet and having a radius of 210.00 feet) to a point; thence South 28 degrees 56 minutes 06 seconds East a distance of 208.69 feet to a point; thence South 28 degrees 56 minutes 06 seconds East a distance of 167.25 feet to a point; thence South 21 degrees 03 minutes 03 seconds East a distance of 45.68 feet to the Northerly right of way line of Church Street; thence South 60 degrees 01 minutes 54 seconds West a distance of 34.16 feet; thence South 58 degrees 13 minutes 11 seconds West a distance of 303.39 feet to the POINT OF BEGINNING. Said parcel containing 3.83 Acres more or less.

**PARCEL 2**  
COMMENCING at an Iron Pin found at the intersection of the Easterly right of way line of Main Street and the Northerly right of way line of Church Street; thence South 58 degrees 48 minutes 06 seconds West a distance of 66.34 feet to a point at the intersection of the Westerly right of way line of Main Street and the Northerly right of way line of Church Street from which an Iron Pin bears S 67 degrees West a distance of 1.75 feet said point being the POINT OF BEGINNING; thence North 67 degrees 05 minutes 31 seconds West a distance of 253.00 feet to a point along the westerly boundary line of the Liberty Baptist Church Cemetery; thence North 12 degrees 16 minutes 00 seconds West a distance of 246 feet to a point; thence North 31 degrees 46 minutes 00 seconds West a distance of 102.91 feet to a point on the Southerly right of way line of Lawrenceville Highway; thence North 25 degrees 03 minutes 15 seconds East a distance of 177.73 feet to a point at the intersection of the Southerly right of way line of Lawrenceville Highway and the Westerly right of way line of Main Street; thence along said westerly right of way line of Main Street South 65 degrees 15 minutes 07 seconds East 85.43 feet; thence South 03 degrees 14 minutes 47 seconds East a distance of 6.67 feet to a point; thence South 02 degrees 22 minutes 16 seconds East a distance of 211.17 feet to a point; thence South 08 degrees 39 minutes 39 minutes 03 seconds West a distance of 178.60 feet to a point; thence a South 02 degrees 08 minutes 45 seconds West a distance of 13.89 feet; thence along the arc of a curve to the left a distance of 86.11 feet (said curve being subtended by a chord bearing South 10 degrees 27 minutes 42 seconds East a distance of 87.52 feet) to a point; thence along the arc of a curve to the left 112.71 feet (said curve being subtended by a chord bearing South 33 degrees 48 minutes 27 seconds a distance of 111.94 feet and having a radius of 277.55 feet) to the POINT OF BEGINNING. Said parcel containing 3.07 Acres more or less.

- SURVEY REFERENCES**
- Main Street Realignment and Improvements Mainline Plan, Drawing No. 13-020, Prepared by: Precision Planning, Inc. Dated: 3/27/13
  - Right-of-Way & Easement Exhibit For City of Lilburn, Project Parcel No. 2 Prepared by: Precision Planning, Inc. Dated: 3/27/13
  - Right-of-Way & Easement Exhibit For City of Lilburn, Project Parcel No. 4 Prepared by: Precision Planning, Inc. Dated: 3/28/13
  - Right-of-Way & Easement Exhibit For City of Lilburn, Project Parcel No. 5 Prepared by: Precision Planning, Inc. Dated: 3/28/13
  - Right-of-Way & Easement Exhibit For City of Lilburn, Project Parcel No. 6 Prepared by: Precision Planning, Inc. Dated: 3/28/13
  - Right-of-Way & Easement Exhibit For City of Lilburn, Project Parcel No. 7 Prepared by: Precision Planning, Inc. Dated: 3/28/13
  - Subdivision of Miss Sallie McDaniel's Property Dated: July 21, 1938

- Title Exceptions**
- Chicago Title Insurance Company Policy No. GA2464-46-12-185-2013.7230610-87972660 Date of Policy: October 24, 2012
- 346 Main Street, Lilburn, Georgia  
Chicago Title Insurance Company Policy No. GA2464-46-13-060-2013.7230710-88796443 Date of Policy: March 29, 2013
- Right of Way Easement in favor of Georgia Power Company dated August 23, 1954 and recorded in Deed Book 115, Page 540, Gwinnett County, Georgia Deed Records. (Affects, Blanket in Nature)
  - All matters disclosed on a plat of survey entitled "Survey for Frank A. Askew" dated March 26, 1984, certified by S. R. Fields, Gwinnett County Surveyor, Georgia Registered Land Surveyor No. 739, and recorded in Plat Book 25, Page 244, Gwinnett County Records. (Affects, No Plottable Items)

- Title Exceptions**
- Chicago Title Insurance Company Policy No. GA2464-46-13-060-2013.7230710-88796443 Date of Policy: March 29, 2013
- Called Tracts 1-3 do not constitute any part of the subject property and their relative title exceptions were excluded from review for purposes of this survey.
- Tract 4 - 316 Main Street, Lilburn, Georgia  
14. All matters disclosed on a plat of survey entitled "Subdivision of Miss Sallie McDaniel's Property", dated July 21, 1938, and recorded January 27, 1961, in Plat Book 1, Page 30B Gwinnett County, Georgia Records. (Affects, No Plottable Items)

- Title Exceptions**
- Chicago Title Insurance Company Policy No. GA2464-46-12-185-2013.7230610-87972660 Date of Policy: May 16, 2012
- 326 & 330 Main Street, Lilburn, Georgia  
4. Right of Way Deed in favor of Gwinnett County dated June 25, 1968 and recorded in Deed Book 299, Page 712, Gwinnett County, Georgia Deed Records. (Affects, Blanket in Nature)

- Title Exceptions**
5. All matters disclosed on a plat of survey entitled "Survey for Wendell C. Bailey", recorded October 6, 1983, in Plat Book 23, Page 143B, Gwinnett County, Georgia Records. (Affects, No Plottable Items)

6. Right of Way Deed in favor of the City of Lilburn dated April 15, 1991 and recorded in Deed Book 6709, Page 43, Gwinnett County, Georgia Deed Records. (Affects, Blanket in Nature)

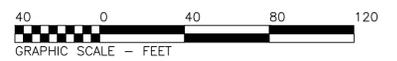
- Title Exceptions**
20. All matters disclosed on a plat of survey entitled "Boundary Survey for Lilburn Downtown Development Authority" dated March 25, 2009 prepared by P.J. Krieger Engineer & Surveyors, Inc., certified by P.J. Krieger, Georgia Registered Professional Land Surveyor No. 2299. (Not furnished to Surveyor for review)

21. Right of Way Deed in favor of the City of Lilburn dated April 15, 1991 and recorded in Deed Book 6709, Page 45, Gwinnett County, Georgia Deed Records. (Affects, Blanket in Nature)

22. All matters disclosed on a plat of survey entitled "Boundary Survey for Lilburn Downtown Development Authority" dated March 30, 2011 prepared by P.J. Krieger Engineer & Surveyors, Inc., certified by P.J. Krieger, Georgia Registered Professional Land Surveyor No. 2299. (Not furnished to Surveyor for review)

- TREE LEGEND**
- OAK TREE
  - POPULAR TREE
  - MAPLE TREE
  - PINE TREE
  - CEDAR TREE
  - PECAN TREE

- LEGEND**
- IRON PIN FOUND
  - POINT
  - REBAR
  - R/W
  - P.O.B.
  - TRUE POINT OF BEGINNING
  - RECORD DISTANCE
  - MANHOLE
  - CLEAN OUT
  - CATCH BASIN
  - DROP INLET
  - WATER METER
  - WATER VALVE
  - FIRE HYDRANT
  - UNDERGROUND COMMUNICATION
  - GAS METER
  - ELECTRIC METER
  - LIGHT POLE
  - POWER POLE
  - RAILROAD
  - CENTERLINE
  - POST INDICATOR VALVE
  - HANDICAP RAMP
  - FENCE LINE
  - HANDICAP PARKING
  - BOLLARD
  - SIDEWALK
  - SIGN
  - SURVEY REFERENCE NUMBER



DATE: 1/21/16

PROJECT# 15-0109  
DRAWN BY: BDD  
CHECKED BY: ---

ALTA/ACSM SURVEY

990 HAMMOND DRIVE  
SUITE 900  
ATLANTA, GEORGIA 30328  
TEL: 770-857-8400  
FAX: 770-857-8401

**LOWE ENGINEERS**

NOT ISSUED FOR CONSTRUCTION