



TOWN COUNCIL MEETING - REVISED

July 18, 2024 at 7:00 PM

950 Senoia Road, Tyrone, GA 30290

Eric Dial, Mayor

Gloria Furr, Mayor Pro Tem, Post 4

Jessica Whelan, Post 1

Dia Hunter, Post 2

Billy Campbell, Post 3

Brandon Perkins, Town Manager

Dee Baker, Town Clerk

Dennis Davenport, Town Attorney

I. CALL TO ORDER

II. INVOCATION

III. PLEDGE OF ALLEGIANCE

IV. PUBLIC COMMENTS: *Comments are limited to three (3) minutes. Please state your name & address. Comments that require a response may not be answered during this time. The Council or staff may respond at a later date.*

V. APPROVAL OF AGENDA

VI. CONSENT AGENDA: *All matters listed under this item are considered to be routine by the Town Council and will be enacted by one motion. There will not be separate discussion of these items. If discussion is desired, that item will be removed from the consent agenda and will be considered separately.*

1. Approval of the June 20, 2024 meeting minutes.
2. Approval of 74 South LLC's Stormwater Management Operations and Maintenance Agreement (for 74 South Business Park located at 1400 Senoia Road) with the Town of Tyrone subject to receipt of missing documents prepared to staff's satisfaction.
3. Approval of the Pyro Enterprises Fireworks agreement for the Founders Day fireworks display on October 5, 2024 in the amount of \$11,000.

VII. PRESENTATIONS

VIII. NEW BUSINESS

4. Appointment of Mr. Joram Kiggundu to Post 4 of the Town of Tyrone Planning Commission. **Eric Dial, Mayor**

IX. PUBLIC HEARINGS

5. Public Hearing for the consideration of an Alcohol License application from Erum Ali for Sayan Properties 3 LLC d/b/a Glendalough Manor, located at 200 Glendalough Ct. for retail consumption of malt beverage, wine, and distilled spirits. **Dee Baker, Town Clerk**
6. Consideration of a rezoning petition from applicant Clarendon Place, LLC to rezone a 32.949-acre tract with parcel number 0738-156 from C-1 (Community Commercial) to TCMU (Town Center Mixed-Use). **Phillip Trocquet, Community Development**
7. Consideration of a rezoning petition from applicant Clarendon Place, LLC to rezone a 21.887-acre tract with parcel number 0738-158 from AR (Agricultural Residential) to TCMU (Town Center Mixed-Use). **Phillip Trocquet, Community Development**

X. OLD BUSINESS

- XI. PUBLIC COMMENTS:** *The second public comment period is for any issue. Comments are limited to three (3) minutes. Please state your name & address. Comments that require a response may not be answered during this time. The Council or staff may respond at a later date.*

XII. STAFF COMMENTS

XIII. COUNCIL COMMENTS

XIV. EXECUTIVE SESSION

XV. ADJOURNMENT

TYRONE TOWN COUNCIL MEETING

MINUTES

June 20, 2024 at 7:00 PM

Eric Dial, Mayor

Gloria Furr, Mayor Pro Tem, Post 4

Jessica Whelan, Post 1

Dia Hunter, Post 2

Billy Campbell, Post 3

Brandon Perkins, Town Manager

Dee Baker, Town Clerk

Dennis Davenport, Town Attorney

Absent:

Brandon Perkins, Town Manager

Dee Baker, Town Clerk,

Dia Hunter, Council Member

Also present:

April Spradlin, Court Clerk

Ciara Willis, Assistant Town Clerk

Phillip Trocquet, Assistant Town Manager

I. CALL TO ORDER

II. INVOCATION

III. PLEDGE OF ALLEGIANCE

IV. PUBLIC COMMENTS: *Comments are limited to three (3) minutes. Please state your name & address. Comments that require a response may not be answered during this time. The Council or staff may respond at a later date.*

V. APPROVAL OF AGENDA

A motion was made to approve the agenda.

Motion made by Council Member Campbell, Seconded by Council Member Furr.

Voting Yea: Council Member Whelan, Council Member Campbell, Council Member Furr.

VI. CONSENT AGENDA: *All matters listed under this item are considered to be routine by the Town Council and will be enacted by one motion. There will not be separate discussion of these items. If discussion is desired, that item will be removed from the consent agenda and will be considered separately.*

1. Approval of the June 6, 2024 meeting minutes.

2. Approval to renew the Fertilization and Weed Control Contract with TruGreen, LP.

3. Approval to renew the Rights-of-Way Mowing Contract with Aabby Group.
4. Approval to renew the HVAC Maintenance Contract with Reese Services.
5. Approval to renew the contract for Transportation Engineering Services with POND.
6. Approval to renew the contract for Hydrogen Sulfide Reduction in Pump Stations with EVOQUA.
7. Approval of a Roadside Enhancement and Beautification Council (REBC) Grant Agreement between the Town and the Georgia Department of Transportation.

A motion was made to approve the consent agenda.

Motion made by Council Member Furr, Seconded by Council Member Campbell.

Voting Yea: Council Member Whelan, Council Member Furr, Council Member Campbell.

During the discussion, Council Member Whelan inquired about the dollar amount for each contract renewal.

Mayor Dial read the following contract renewal amounts for the record.

Item number 2-TruGreen-was remaining at \$10,360/yr.

Item number 3-Aabby-was remaining at \$200,799.84/yr.

Item number 4-Reese Services- was remaining at \$1,980/yr. for annual inspections plus the cost of actual repairs.

Item number 5- Pond- there was no set annual cost for their services as we utilized them on an as-needed basis for traffic engineering and paid them based on their established rates. You all approved each use of their services ahead of time in the form of task orders presented by Scott Langford. Those costs were generally built into the overall cost of each project. We had paid them an average of \$260,000 annually between 2021 and 2023.

Item number 6-Evoqua-was remaining at \$27,156.00/yr.

VII. PRESENTATIONS

VIII. PUBLIC HEARINGS

IX. OLD BUSINESS

8. Approval of the Town's FY2024/2025 operating budget. **Phillip Trocquet, Assistant Town Manager**

Mayor Dial announced that we had several public hearings and a budget workshop on the FY 2024/2025 budget. He added that this item was not a public hearing but a vote on the budget.

Mr. Trocquet explained that the FY2024/2025 budget included funding from the General Fund, SPLOST, Sewer Fund, taxes, reserves, grants, and all other appropriate funds. Staff recommended approval of the fiscal year 2024/2025 General Fund budget of \$11,899,237.11 and the budget of \$10,090,454.54 for the other miscellaneous funds.

A motion was made to approve the Fiscal Year 2024/2025 General Fund budget of \$11,899,237.11, and the other Miscellaneous Funds of \$10,090.454.54.

Motion made by Council Member Furr, Seconded by Council Member Campbell.
Voting Yea: Council Member Whelan, Council Member Furr, Council Member Campbell.

X. NEW BUSINESS

9. Consideration to Award Task Order 12: 2025 Castlewood / Senoia Intersection Study, project number PW-2025-04 of the 2021 Transportation Engineering Services project to POND, Inc. for a sum not to exceed \$10,055.00. **Phillip Trocquet, Assistant Town Manager**

Mr. Trocquet informed Council that this task order item was initially mentioned at a budget workshop meeting. The original amount discussed was \$15,000, while the current cost for all segments was lower than that estimation. This intersection study would consist of a traffic analysis and specify improvement alternatives from a design standpoint. Staff recommended approval.

A motion was made to approve Task Order 12 for the 2025 Castlewood/Senoia Intersection Study project number PW-2025-04 of the 2021 Transportation Engineering Services project to POND, Inc., for a sum not to exceed \$10,055.00.

Motion made by Council Member Campbell, Seconded by Council Member Whelan.
Voting Yea: Council Member Furr, Council Member Campbell, Council Member Whelan.

10. Consideration for adopting the Atlanta Regional Commission's (ARC's) / Transportation Improvement Program (TIP) - Resolution demonstrating the commitment of funding for resurfacing of Tyrone Road and Palmetto Road. Project number FA-02 2024 Local Let Resurfacing. **Phillip Trocquet, Assistant Town Manager**

Mr. Trocquet explained that as part of the State's Transportation Improvement Plan, Fayette County had invited the Town of Tyrone to participate in this grant application and project. He pointed out that this funding was recently published in a news cycle because the City of Peachtree City lost funding due to a lack of coordination with the county on the closure of Crabapple Lane. The Town was included in that Local Let

Resurfacing grant, and the project included funding for the resurfacing of Tyrone Road and Palmetto Road.

The Town of Tyrone's sections of Palmetto Road and Tyrone Road (1.75 miles) were candidates for this project based on their GDOT classifications. This grant was split between 80% (federal) and 20% (Local). The estimated total project cost was \$958,926.45, and the Town would pay \$191,785.29 for this work to Fayette County. Staff recommended approval.

Council Member Furr inquired if the project included all of Tyrone Road. Mr. Trocquet stated that the county also had a portion of Tyrone Road in its repaving project.

A motion was made to adopt the resolution for the ARC TIP project FA-02 2024 Local Let Resurfacing for Tyrone's contribution of \$191,785.29.

Motion made by Council Member Campbell, Seconded by Council Member Whelan.
Voting Yea: Council Member Furr, Council Member Campbell, Council Member Whelan.

11. Consideration to appoint Alaina Granade as Solicitor for the Town of Tyrone Municipal Court and to adopt the Resolution. **April Spradlin, Court Clerk**

Ms. Spradlin informed Council that Isaac Godfrey had resigned as the Town Solicitor due to medical reasons. She asked everyone to keep Mr. Godfrey and his family in their prayers.

She shared that Alaina Granade has been the Chief Assistant Solicitor for Coweta County Solicitor-General's Office since October 2018. She added that Ms. Granade had over 17 years of experience as an attorney, and over a decade of that time, she was dedicated to prosecution. She was well-qualified and would be an asset to the Town. Additionally, she was one of a few prosecutors in the State of Georgia who had attended and completed the Drug Recognition Expert Training Course through the Georgia Public Safety Center. She emphasized that Ms. Granade's training and expertise in this field was phenomenal.

Mayor Dial asked if Ms. Granade was the solicitor for today's court session. Ms. Spradlin replied yes and stated that Mr. Godfrey asked her to fill in for the upcoming court dates in his absence.

A motion was made to appoint Alaina Granade as Solicitor for Tyrone Municipal Court and to adopt the Resolution.

Motion made by Council Member Campbell, Seconded by Council Member Furr.
Voting Yea: Council Member Whelan, Council Member Campbell, Council Member Furr.

- XI. PUBLIC COMMENTS:** *The second public comment period is for any issue. Comments are limited to three (3) minutes. Please state your name & address. Comments that require a response may not be answered during this time. The Council or staff may respond at a later date.*

Mr. Gary Chapo, who lives on Arrowood Road, spoke about the proposed rezoning of Arrowood/Palmetto Road. He added that he attended a Planning Commission meeting in April regarding this rezoning. He further shared his concerns about the proposed residential development and requested that Council keep Tyrone a unique place.

XII. STAFF COMMENTS

Ms. Spradlin updated Council on the JustFOIA software by sharing that department heads had a user training on Tuesday. She added that the open records program would go live on July 1st for the public.

Mr. Trocquet informed Council that the contractors for the Senoia Road streetscape project ran out of paver materials and would need to close a short portion of the street again to finish the installation of a brick crosswalk. He noted that the road would be closed next Wednesday or Thursday overnight when traffic was minimal to finish the project. Mayor Dial requested that the SMART trailer be removed immediately after the work was completed.

XIII. COUNCIL COMMENTS

Council Member Whelan shared that she was excited to see the new banners at Veterans Park. She added that they looked beautiful and honored our veterans.

XIV. EXECUTIVE SESSION

XV. ADJOURNMENT

A motion was made to adjourn.

Motion made by Council Member Campbell.

Voting Yea: Council Member Furr, Council Member Whelan, Council Member Campbell.

The meeting adjourned at 7:21 p.m.

By: _____
Eric Dial, Mayor

Attest: _____
Ciara Willis, Assistant Town Clerk



COUNCIL AGENDA ITEM COVER SHEET

Meeting Type: Council - Regular

Meeting Date: July 18, 2024

Agenda Item Type: Consent Agenda

Staff Contact: Devon Boullion

STAFF REPORT

AGENDA ITEM:

Consideration to approve 74 South LLC's Stormwater Management Operations and Maintenance Agreement (for 74 South Business Park located at 1400 Senoia Road) with the Town of Tyrone subject to receipt of missing documents prepared to staff's satisfaction.

BACKGROUND:

Per the Town of Tyrone's Development Regulations, new development and re-development involving the addition or improvement of 5000 square feet of more of impervious surfaces are required to construct and maintain on-site stormwater management facilities to protect the health, safety, and welfare of the Town of Tyrone's residents and water quality in local watersheds. The agreement establishes the property owner's inspection and maintenance responsibilities, as well as the Town's right to inspect the facilities and require maintenance in accordance with the both the agreement and applicable standards from the latest edition of the Georgia Stormwater Management Manual. The missing documents include a final, as-built plat of the easement and a legal description of the easement; these documents shall be provided prior to issuance of the certificate of occupancy.

Pending receipt of finalized documents and Council approval, the agreement shall be recorded among the deed records of the Clerk of the Superior Court of Fayette County and shall constitute a covenant running with the land and shall be binding on the Property Owner, its administrators, executors, heirs, assigns and any other successors in interest.

FUNDING:

N/A

STAFF RECOMMENDATION:

Staff recommends authorizing Mayor Dial to execute the Agreement between 74 South LLC and the Town of Tyrone, subject to receipt of finalized documents prepared to staff's satisfaction for the purpose of finalizing the agreement prior to the issuance of the facility's certificate(s) of occupancy.

ATTACHMENTS:

Stormwater Management Operations and Maintenance Agreement

PREVIOUS DISCUSSIONS:

None

STORMWATER MANAGEMENT INSPECTION AND MAINTENANCE AGREEMENT
Town of Tyrone, Georgia

THIS AGREEMENT, made and entered into this 18 day of July,
 2024, by and between (insert full name of owner)

74 South LLC

his/her successors and assigns, including but not limited to any homeowners association,
 commercial developer, holder of any portion of the below described property, and/or similar
 (hereinafter the "Property Owner"), and the Town of Tyrone, Georgia (hereinafter the "Town").

W I T N E S S E T H

WHEREAS, the Property Owner is the owner of certain real property described as
 (Fayette County Tax Map/Parcel Identification Number) 072604010, 072604009
 and recorded by deed in the land records of Fayette County, Georgia, Deed Book 5474/5536 page
150-155/590-594 and Plat Book 101, page 663, and more particularly described on the
 attached Exhibit "A" (hereinafter the "Property"); and

WHEREAS, the Property Owner is proceeding to build on and develop the property; and

WHEREAS, the Site Plan/Construction Drawings/Subdivision Plan/Development known
 as (insert name of plan/development)

74 South Business Park

(hereinafter the "Plan"), which is expressly made a part hereof, as approved or to be approved by
 the Town, provides for detention and/or management of stormwater within the confines of the
 Property; and

WHEREAS, the Town and the Property Owner agree that the health, safety, and welfare
 of the residents of the Town of Tyrone, Georgia, require that on-site stormwater management
 facilities be constructed and maintained on the Property; and

WHEREAS, the Land Development Regulations for the Town of Tyrone require that on-site stormwater management facilities as shown on the Plan be constructed and adequately maintained by the Property Owner.

NOW, THEREFORE, in consideration of the foregoing premises, the mutual covenants contained herein, and the following terms and conditions, the parties hereto agree as follows:

1.

The on-site stormwater management facilities shall be constructed by the Property Owner in accordance with the plans and specifications identified in the Plan.

2.

The Property Owner shall maintain the facility or facilities in good working condition acceptable to the Town and in accordance with the schedule of long term maintenance activities agreed hereto and attached as Exhibit "B".

3.

The Property Owner hereby grants permission to the Town, its authorized agents and employees, to enter upon the property and to inspect the facilities whenever the Town deems necessary. Whenever possible, the Town shall provide notice prior to entry. The Property Owner shall execute an access easement in favor of the Town to allow the Town to inspect, observe, maintain, and repair the facility as deemed necessary. A fully executed original easement is attached to this Agreement as Exhibit "C" and by reference made a part hereof.

4.

In the event the Property Owner fails to maintain the facility or facilities as shown on the approved plans and specifications in good working order acceptable to the Town and in accordance with the maintenance schedule incorporated in this Agreement, the Town, with due

notice, may enter the property and take whatever steps it deems necessary to return the facility or facilities to good working order. This provision shall not be construed to allow the Town to erect any structure of a permanent nature on the property. It is expressly understood and agreed that the Town is under no obligation to maintain or repair the facility or facilities and in no event shall this Agreement be construed to impose any such obligation on the Town.

5.

In the event the Town, pursuant to this Agreement, performs work of any nature, or expends any funds in the performance of said work for labor, use of equipment, supplies, materials, and the like, the Property Owner shall reimburse the Town within thirty (30) days of receipt thereof for all the costs incurred by the Town hereunder. If not paid within the prescribed time period, the Town shall secure a lien against the real property in the amount of such costs. The actions described in this section are in addition to and not in lieu of any and all legal remedies available to the Town as a result of the Property Owner's failure to maintain the facility or facilities.

6.

It is the intent of this Agreement to insure the proper maintenance of the facility or facilities by the Property Owner; provided, however, that this Agreement shall not be deemed to create or effect any additional liability of any party for damage alleged to result from or caused by stormwater runoff.

7.

Sediment accumulation resulting from the normal operation of the facility or facilities will be catered for. The Property Owner will make accommodation for the removal and disposal of all accumulated sediments. Disposal will be provided onsite in a reserved area(s) or will be

removed from the site. Reserved area(s) shall be sufficient to accommodate for a minimum of two dredging cycles.

8.

The Property Owner shall use the standard BMP Operation and Maintenance Inspection Report, attached to this Agreement as Exhibit "D" and by this reference made a part hereof, for the purpose of a minimal annual inspection of the facility or facilities by a qualified inspector.

9.

The Property Owner hereby indemnifies and holds harmless the Town and its authorized agents and employees for any and all damages, accidents, casualties, occurrences or claims which might arise or be asserted against the Town from the construction, presence, existence or maintenance of the facility or facilities by the Property Owner or the Town. In the event a claim is asserted against the Town or its authorized agents or employees, the Town shall promptly notify the Property Owner and the Property Owner shall defend at its own expense any suit based on such claim. If any judgment or claims against the Town or its authorized agents or employees shall be allowed, the Property Owner shall pay for all costs and expenses in connection herewith.

10.

This Agreement shall be recorded among the deed records of the Clerk of the Superior Court of Fayette County and shall constitute a covenant running with the land and shall be binding on the Property Owner, its administrators, executors, heirs, assigns and any other successors in interest.

11.

This Agreement may be enforced by proceedings at law or in equity by or against the parties hereto and their respective successors in interest.

12.

Invalidation of any one of the provisions of this Agreement shall in no way effect any other provisions and all other provisions shall remain in full force and effect.

[SIGNATURES FOLLOW ON NEXT PAGE]

IN WITNESS WHEREOF, the parties have executed, or caused to be executed by their duly authorized official, this Agreement.

**PROPERTY OWNER
LIMITED LIABILITY CORPORATION**

Name of LLC: 74 South ^{LLC} business park, A Georgia Corporation
Printed or Typed Name

By: [Signature]
Signature

Blake Barnett
Typed or Printed Name

Title: Partner

Attest: [Signature]
Signature of Witness

MICHAEL MADISON
Typed or Printed Name

Title: PROJECT MANAGER

(SEAL)

Notary Public: Lisa Henderson

My Commission Expires: July 28, 2025



TOWN OF TYRONE, GEORGIA

By: _____
Mayor

Attest: _____
Town Clerk

(TOWN SEAL)

Notary Public: _____

(NOTARIAL SEAL)

My Commission Expires: _____

Attachments:

- Exhibit A. Plat and Legal Description
- Exhibit B. Maintenance and Inspection Schedule
- Exhibit C. Permanent Water Quality BMP and Access Easement Agreement
- Exhibit D. Example Operation and Maintenance Inspection Report

Exhibit A

Type: WD
Recorded: 3/31/2022 3:47:00 PM
Fee Amt: \$665.00 Page 1 of 6
Transfer Tax: \$640.00
Fayette, Ga. Clerk Superior Court
Sheila Studdard Clerk of Court

Participant ID: 8531025968

BK 5474 PG 150 - 155

[Space above line reserved for Recorder's use]

After Recording, Return to:
Slutzky, Wolfe and Bailey, LLP
2255 Cumberland Parkway
Building 1300
Attention: Robert L. Laney

LIMITED WARRANTY DEED

STATE OF GEORGIA

COUNTY OF GWINNETT

THIS INDENTURE, made this 29th day of March 2022, between POWERS COURT MEDICAL PARK, LLC, a Georgia limited liability company having an address of c/o TPB ASSET RECOVERY, LLC, Attn: Chris Elsevier, 5100 Peachtree Parkway, Peachtree Corners, Georgia 30092 (hereinafter referred to as "Grantor") and 74 SOUTH, LLC, a Georgia limited liability company, having an address of c/o Island Investors, LLC, Attn: Randall A. Wright, 350 Allison Drive, Atlanta, Georgia 30342 ("Grantee").

WITNESSETH: That Grantor, for and in consideration of the sum of Ten Dollars (\$10.00) and other good and valuable consideration, in hand paid at and before the sealing and delivery of these presents, the receipt and sufficiency of which are hereby acknowledged, has granted, bargained, sold, aliened, conveyed and confirmed and by these presents does grant, bargain, sell, alien, convey and confirm unto Grantee all that tract or parcel of land described on Exhibit A, attached hereto and made a part hereof, and all improvements situated thereon ("Property").

11291349 v2

2692
2692

Book: 5474 Page: 150 Seq

17

TO HAVE AND TO HOLD the said bargained premises, together with all and singular the rights, members, improvements, and appurtenances thereof, to the same being, belonging or in any wise appertaining, to the only proper use, benefit and behoof of Grantee, forever, IN FEE SIMPLE.

This Limited Warranty Deed and the warranty of title contained herein are made subject to the matters set forth on Exhibit B attached hereto.

Except with respect to matters set forth on Exhibit B, hereto, Grantor will warrant and forever defend the right and title to the Property, unto Grantee against the lawful claims of all persons owning, holding or claiming by, through or under Grantor, but not otherwise.

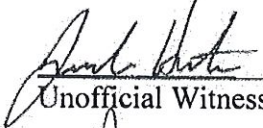
The words "Grantor" and "Grantee" include all genders, plural and singular, and their respective heirs, successors and assigns where the context requires or permits.

[Signature(s) commence on following page]

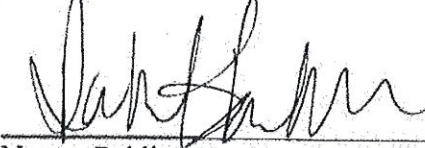
IN WITNESS WHEREOF, Grantor has signed and sealed this deed, the day and year first above written.

Signed, sealed and delivered
in the presence of:


POWERS COURT MEDICAL PARK, LLC
a Georgia limited liability company


Unofficial Witness

By: TPB ASSET RECOVERY, LLC
a Georgia limited liability company
Its: Sole Member and Manager


Notary Public

By: THE PIEDMONT BANK

By: 
Name: Chris Elsevier
Title: Senior Vice President/Chief Credit Officer

(NOTARY SEAL)

My Commission Expires: 06/23/23



EXHIBIT A**Legal Description****As to Lot 17 and Tract B (less & except Building A Tract described below), and Lot 16**

ALL THAT TRACT OR PARCEL OF LAND LYING AND BEING IN LAND LOT 116 OF THE 7TH DISTRICT, FAYETTE COUNTY, GEORGIA, BEING LOT 16, CONTAINING 5.945 ACRES, LOT 17 CONTAINING 2.00 ACRES, AND TRACT B CONTAINING 1.509 ACRES, OF POWERS COURT, AS PER PLAT RECORDED IN PLAT BOOK 01 PAGES 58-60, AND REVISED AT PLAT BOOK 42, PAGES 8-10, RECORDS OF FAYETTE COUNTY, GEORGIA, WHICH PLAT IS BY REFERENCE INCORPORATED HEREIN AND MADE A PART HEREOF.

LESS AND EXCEPT

Building A Tract

All that tract or parcel of land lying and being in Land Lot 116 of the 7th District Fayette County, Georgia, and being more particularly described as follows:

Beginning at the intersection of the Northwestern Right-of-Way of Powers Way (60' Right-of-Way) and the Northeasterly Right-of-Way of Senoia Road (60' Right-of-Way), Thence along the Northeasterly Right-of-Way of Senoia Road following a curve to the left having a radius of 380.00 feet, an arc length of 129.14 feet, a chord which bears North 40 degrees 15 minutes 51 seconds West, and a chord length of 128.52 feet to a 1/2" rebar found; Thence leaving said Right-of-Way North 55 degrees 00 minutes 27 seconds West a distance of 655.41 feet to a point and the TRUE POINT OF BEGINNING; Thence South 75 degrees 31 minutes 08 seconds West a distance of 48.00 feet to a point; Thence South 14 degrees 28 minutes 52 seconds East a distance of 6.00 feet to a point; Thence South 75 degrees 31 minutes 08 seconds West a distance of 44.00 feet to a point; Thence North 14 degrees 28 minutes 52 seconds West a distance of 6.00 feet to a point; Thence South 75 degrees 31 minutes 08 seconds West a distance of 48.00 feet to a point; Thence North 14 degrees 28 minutes 52 seconds West a distance of 87.33 feet to a point; Thence North 75 degrees 31 minutes 08 seconds East a distance of 48.00 feet to a point; Thence North 14 degrees 28 minutes 52 seconds West a distance of 10.00 feet to a point; Thence North 75 degrees 31 minutes 08 seconds East a distance of 44.00 feet to a point; Thence South 14 degrees 28 minutes 52 seconds East a distance of 10.00 feet to a point; Thence North 75 degrees 31 minutes 08 seconds East a distance of 48.00 feet to a point; Thence South 14 degrees 28 minutes 52 seconds East a distance of 87.33 feet to a point and the TRUE POINT OF BEGINNING; said tract being Building "A" and containing 0.297 Acres more or less.

Being Further shown as that Certain tract shown as BUILDING A TRACT 0.297 +/- ACRES AS SHOWN ON FINAL PLAT OF POWERS COURT PROFESSIONAL CENTER WHICH PLAT IS ATTACHED HERETO AS EXHIBIT A AND INCORPORATED HEREIN BY REFERENCE AND MADE A PART HEREOF.

FURTHER LESS AND EXCEPT

Less and except from Subject Property the lands described as Lot 15 as depicted on Plat Book 42, page 8-10 as described in Warranty Deed dated December 21, 2005, filed December 27, 2005, and recorded at Deed Book 2928, page 392, Fayette County, Georgia records.

EXHIBIT B

Permitted Exceptions

1. Pro-rata real property taxes for the year 2022 and subsequent years, a lien not yet due and payable.

Type: FCD
 Recorded: 9/6/2022 11:44:00 AM
 Fee Amt: \$25.00 Page 1 of 5
 Transfer Tax: \$0.00
 Fayette, Ga. Clerk Superior Court
 Sheila Studdard Clerk of Court

Participant ID: 8530535583

BK 5536 PG 590 - 594

[Space above line reserved for Recorder's use]

After Recording, Return to:

Attn: Lawrence Lee Washburn IV
 Wilson, Elser, Moskowitz, Edelman & Dicker, LLP
 3348 Peachtree Road NE, Suite 1400
 Atlanta, GA 30326

DEED UNDER POWER OF SALE

STATE OF GEORGIA

COUNTY OF FULTON

THIS INDENTURE, 6th day of September 2022,
 between Anthony T. Clavo, Sr. (hereinafter referred to as "Maker"), through Maker's duly
 appointed agent and Attorney-in-Fact, 74 SOUTH, LLC, a Georgia limited liability company
 (herinafter referred to as "Party of the First Part") and 74 SOUTH, LLC, having an address of c/o
 Island Investors, LLC, Attn: Randall A. Wright, 350 Allison Drive, Atlanta, Georgia 30342 ("Party
 of the Second Part"). This conveyance is made pursuant to the rights of redemption in accordance
 with to O.C.G.A. § 48-4-44.

W I T N E S S E T H

WHEREAS, said Maker executed and delivered to Wachovia Bank, N.A., a certain Deed
 to Secure Debt and Assignment of Rent dated January 30, 2008 (hereinafter referred to as the
 "Deed to Secure Debt"), recorded in Deed Book 3369, Page 1 of the Deed Records of the Superior
 Court of Fayette County, Georgia conveying the property described in Exhibit "A" to secure
 payment of a promissory note, and;

WHEREAS, said maker executed and delivered to Wachovia Bank, N.A.'s successor by
 merger Wells Fargo Bank, National Association, a certain Modification of Deed to Secure Debt
 and Assignment of Rents and Lease dated March 26, 2013(hereinafter referred to as the
 "Modification") (the Deed to Secure Debt and the Modification are referred to herein collectively
 as the "Security Deed"), recorded in Deed Book 4065, Page 365 of the Deed Records of the
 Superior Court of Fayette County, Georgia, modifying the terms of the Deed to Secure Debt
 conveying the property described in Exhibit "A" to secure payment of a promissory note of even
 date therewith, and;

WHEREAS, said Security Deed was last subsequently transferred and assigned to Party of the First Part pursuant to that certain Assignment of Deed to Secure Debt recorded in Deed Book 5523, Page 486 of the Deed Records of the Superior Court of Fayette County, Georgia, and

WHEREAS, the indebtedness secured by said Security Deed became in default, and

WHEREAS, by reason of said default, Party of the First Part, pursuant to the terms of said Security Deed and note declared the entire secured indebtedness due and payable, and

WHEREAS, the entire secured indebtedness being in default, Party of the First Part on behalf of said Maker as Maker's Attorney-in-Fact, and according to the terms of said Security Deed and the laws of the State of Georgia, did legally and properly advertise said property for sale once a week for four (4) consecutive weeks immediately preceding the said foreclosure sale in the official newspaper in which the Sheriff of said county publishes legal advertisement, and

WHEREAS, notice of said sale was given in compliance with Georgia Laws 1981, Volume I, Page 834, codified as Official Code of Georgia Annotated Section 44-14-162.2, and Section 44-14-162.4. The notice required was rendered by mailing a copy of the Notice of Sale Under Power that was submitted to the publisher of the legal organ of the aforementioned county, to the Maker and any other "Debtor" (as defined by O.C.G.A. § 44-14-162.1) at least thirty (30) days prior to the foreclosure sale date, and

WHEREAS, said Party of the First Part as Attorney-in-Fact pursuant to the powers contained in said Security Deed and the laws of the State of Georgia did expose said land for sale to the highest and best bidder for cash on the first Tuesday in September, 2022, within the legal hours of sale at the usual place of conducting Sheriff's sales in said county, and offered said property for sale at public outcry to the highest bidder for cash, when and where the said Party of the Second Part bid the sum of \$467,657.00 which was the highest and best bid, and

WHEREAS, said property was sold to the Party of the Second Part for the above-stated price,

Now, Therefore, in consideration of said above-stated price and by virtue of and in the exercise of the power of sale contained in the aforesaid Security Deed, the Party of the First Part as Attorney-in-Fact for said Maker has bargained, sold and conveyed and by these presents does hereby bargain, sell and convey unto the Party of the Second Part and said Party's heirs, successors, representatives and assigns the property set forth in the attached Exhibit "A", which exhibit is made a part hereof by reference, together with all the rights, members and appurtenances thereto.

To Have and To Hold the said premises and every part hereof unto the said Party of the Second Part and said Party's heirs, executors, successors and assigns in as full and ample a manner as the said Maker and said Maker's heirs, successors, and assigns did enjoy and hold the same.

This conveyance is made subject to the following insofar as they affect title to said property, to-wit: All restrictive covenants, easements, and rights of way; all matters of zoning; matters which would be disclosed by an accurate survey and inspection of the property; all outstanding and/or unpaid taxes, including ad valorem taxes, which constitute liens upon said property; all outstanding or unpaid bills, charges, expenses and assessments for street

improvements, curbing, garbage, water, sewage, and public utilities; and any other matters of record superior to said Security Deed.

[Signature(s) commence on following page]

IN WITNESS WHEREOF, Party of the First Part has signed and sealed this deed, the day and year first above written.

Signed, sealed and delivered
in the presence of:

Tina Hall

Unofficial Witness

74 SOUTH, LLC
a Georgia limited liability company

By: *[Signature]*

Name: *Randal Wooten*

Title: Manager

Kim Wooten

Notary Public

(NOTARY SEAL)

My Commission Expires: 06/11/2024

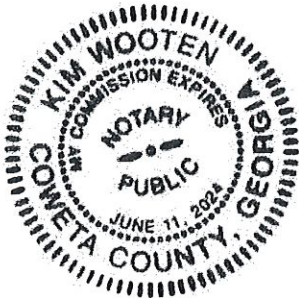


EXHIBIT A**Legal Description**

All that tract or parcel of land lying and being in Land Lot 116 of the 7th District Fayette County, Georgia, and being more particularly described as follows:

Beginning at the intersection of the Northwestern Right-of-Way of Powers Way (60' Right-of-Way) and the Northeasterly Right-of-Way of Senoia Road (60' Right-of-Way), Thence along the Northeasterly Right-of-Way of Senoia Road following a curve to the left having a radius of 380.00 feet, an arc length of 129.14 feet, a chord which bears North 40 degrees 15 minutes 51 seconds West, and a chord length of 128.52 feet to a 1/2" rebar found; Thence leaving said Right-of-Way North 55 degrees 00 minutes 27 seconds West a distance of 655.41 feet to a point and the TRUE POINT OF BEGINNING; Thence South 75 degrees 31 minutes 08 seconds West a distance of 48.00 feet to a point; Thence South 14 degrees 28 minutes 52 seconds East a distance of 6.00 feet to a point; Thence South 75 degrees 31 minutes 08 seconds West a distance of 44.00 feet to a point; Thence North 14 degrees 28 minutes 52 seconds West a distance of 6.00 feet to a point; Thence South 75 degrees 31 minutes 08 seconds West a distance of 48.00 feet to a point; Thence North 14 degrees 28 minutes 52 seconds West a distance of 87.33 feet to a point; Thence North 75 degrees 31 minutes 08 seconds East a distance of 48.00 feet to a point; Thence North 14 degrees 28 minutes 52 seconds West a distance of 10.00 feet to a point; Thence North 75 degrees 31 minutes 08 seconds East a distance of 44.00 feet to a point; Thence South 14 degrees 28 minutes 52 seconds East a distance of 10.00 feet to a point; Thence North 75 degrees 31 minutes 08 seconds East a distance of 48.00 feet to a point; Thence South 14 degrees 28 minutes 52 seconds East a distance of 87.33 feet to a point and the TRUE POINT OF BEGINNING; said tract being Building "A" and containing 0.297 Acres more or less.

Being Further shown as that Certain tract shown as BUILDING A TRACT 0.297 +/- ACRES AS SHOWN ON FINAL PLAT OF POWERS COURT PROFESSIONAL CENTER TO WHICH PLAT REFERENCE IS MADE AS SHOWN IN DEED BOOK 3368, PAGE 747, AND INCORPORATED HEREIN BY REFERENCE AND MADE A PART HEREOF.

EXHIBIT "B"

**STORMWATER FACILITY INSPECTION
AND MAINTENANCE SCHEDULE
Town of Tyrone, Georgia**

STORMWATER FACILITY	INSPECTION FREQUENCY
Wet Pond	Once per Year
Dry Pond	Once per Year
Constructed Wetlands	Once per Year
Filtration Facility	Once per Year
Enhanced Swales, Grass Channels and Filter Strips	Once per Year

Required maintenance – All stormwater structural control facilities will be maintained, at a minimum, according to the guidelines and procedures provided in Volume 2 of the Georgia Stormwater Management Manual. (Maintenance requirements are detailed for each structural control. See www.georgiastormwater.com for more information.) In general, the Town is responsible for maintenance of all stormwater infrastructure located on public property and in the right of way. Commercial, industrial and residential property owners are responsible for maintenance of stormwater infrastructure located on private property.

Inspections – The Property Owner shall inspect all stormwater facilities at least once each year using the BMP Operation and Maintenance Inspection Report attached to the Stormwater Management Inspection and Maintenance Agreement as Exhibit "D". Upon completion of each inspection, the Property Owner shall submit the completed Report to the Town.

CDS® Inspection and Maintenance Guide



Maintenance

The CDS system should be inspected at regular intervals and maintained when necessary to ensure optimum performance. The rate at which the system collects pollutants will depend more heavily on site activities than the size of the unit. For example, unstable soils or heavy winter sanding will cause the grit chamber to fill more quickly but regular sweeping of paved surfaces will slow accumulation.

Inspection

Inspection is the key to effective maintenance and is easily performed. Pollutant transport and deposition may vary from year to year and regular inspections will help ensure that the system is cleaned out at the appropriate time. At a minimum, inspections should be performed twice per year (e.g. spring and fall) however more frequent inspections may be necessary in climates where winter sanding operations may lead to rapid accumulations, or in equipment washdown areas. Installations should also be inspected more frequently where excessive amounts of trash are expected.

The visual inspection should ascertain that the system components are in working order and that there are no blockages or obstructions in the inlet and separation screen. The inspection should also quantify the accumulation of hydrocarbons, trash, and sediment in the system. Measuring pollutant accumulation can be done with a calibrated dipstick, tape measure or other measuring instrument. If absorbent material is used for enhanced removal of hydrocarbons, the level of discoloration of the sorbent material should also be identified during inspection. It is useful and often required as part of an operating permit to keep a record of each inspection. A simple form for doing so is provided.

Access to the CDS unit is typically achieved through two manhole access covers. One opening allows for inspection and cleanout of the separation chamber (cylinder and screen) and isolated sump. The other allows for inspection and cleanout of sediment captured and retained outside the screen. For deep units, a single manhole access point would allow both sump cleanout and access outside the screen.

The CDS system should be cleaned when the level of sediment has reached 75% of capacity in the isolated sump or when an appreciable level of hydrocarbons and trash has accumulated. If absorbent material is used, it should be replaced when significant discoloration has occurred. Performance will not be impacted until 100% of the sump capacity is exceeded however it is recommended that the system be cleaned prior to that for easier removal of sediment. The level of sediment is easily determined by measuring from finished grade down to the top of the sediment pile. To avoid underestimating the level of sediment in the chamber, the measuring device must be lowered to the top of the sediment pile carefully. Particles at the top of the pile typically offer less resistance to the end of the rod than consolidated particles toward the bottom of the pile. Once this measurement is recorded, it should be compared to the as-built drawing for the unit to determine whether the height of the sediment pile off the bottom of the sump floor exceeds 75% of the total height of isolated sump.

Cleaning

Cleaning of a CDS system should be done during dry weather conditions when no flow is entering the system. The use of a vacuum truck is generally the most effective and convenient method of removing pollutants from the system. Simply remove the manhole covers and insert the vacuum hose into the sump. The system should be completely drained down and the sump fully evacuated of sediment. The area outside the screen should also be cleaned out if pollutant build-up exists in this area.

In installations where the risk of petroleum spills is small, liquid contaminants may not accumulate as quickly as sediment. However, the system should be cleaned out immediately in the event of an oil or gasoline spill should be cleaned out immediately. Motor oil and other hydrocarbons that accumulate on a more routine basis should be removed when an appreciable layer has been captured. To remove these pollutants, it may be preferable to use absorbent pads since they are usually less expensive to dispose than the oil/water emulsion that may be created by vacuuming the oily layer. Trash and debris can be netted out to separate it from the other pollutants. The screen should be power washed to ensure it is free of trash and debris.

Manhole covers should be securely seated following cleaning activities to prevent leakage of runoff into the system from above and also to ensure that proper safety precautions have been followed. Confined space entry procedures need to be followed if physical access is required. Disposal of all material removed from the CDS system should be done in accordance with local regulations. In many jurisdictions, disposal of the sediments may be handled in the same manner as the disposal of sediments removed from catch basins or deep sump manholes.



CDS Model	Diameter		Distance from Water Surface to Top of Sediment Pile		Sediment Storage Capacity	
	ft	m	ft	m	y ³	m ³
CDS1515	3	0.9	3.0	0.9	0.5	0.4
CDS2015	4	1.2	3.0	0.9	0.9	0.7
CDS2015	5	1.3	3.0	0.9	1.3	1.0
CDS2020	5	1.3	3.5	1.1	1.3	1.0
CDS2025	5	1.3	4.0	1.2	1.3	1.0
CDS3020	6	1.8	4.0	1.2	2.1	1.6
CDS3025	6	1.8	4.0	1.2	2.1	1.6
CDS3030	6	1.8	4.6	1.4	2.1	1.6
CDS3035	6	1.8	5.0	1.5	2.1	1.6
CDS4030	8	2.4	4.6	1.4	5.6	4.3
CDS4040	8	2.4	5.7	1.7	5.6	4.3
CDS4045	8	2.4	6.2	1.9	5.6	4.3
CDS5640	10	3.0	6.3	1.9	8.7	6.7
CDS5653	10	3.0	7.7	2.3	8.7	6.7
CDS5668	10	3.0	9.3	2.8	8.7	6.7
CDS5678	10	3.0	10.3	3.1	8.7	6.7

Table 1: CDS Maintenance Indicators and Sediment Storage Capacities

**Support**

- Drawings and specifications are available at www.contechstormwater.com.
- Site-specific design support is available from our engineers.

©2017 Contech Engineered Solutions LLC, a QUIKRETE Company

Contech Engineered Solutions LLC provides site solutions for the civil engineering industry. Contech's portfolio includes bridges, drainage, sanitary sewer, stormwater, earth stabilization and wastewater treatment products. For information, visit www.ContechES.com or call 800.338.1122

NOTHING IN THIS CATALOG SHOULD BE CONSTRUED AS AN EXPRESSED WARRANTY OR AN IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE. SEE THE CONTECH STANDARD CONDITION OF SALES (VIEWABLE AT WWW.CONTECHES.COM/COS) FOR MORE INFORMATION.

The product(s) described may be protected by one or more of the following US patents: 5,322,629; 5,624,576; 5,707,527; 5,759,415; 5,788,848; 5,985,157; 6,027,639; 6,350,374; 6,406,218; 6,641,720; 6,511,595; 6,649,048; 6,991,114; 6,998,038; 7,186,058; 7,296,692; 7,297,266; 7,517,450 related foreign patents or other patents pending.

EXHIBIT "C"**PERMANENT WATER QUALITY BMP AND
ACCESS EASEMENT AGREEMENT
Town of Tyrone, Georgia**

THIS EASEMENT granted this 18 day of July, 2024,
between the Property Owner South 74 LLC as party of the
first part, hereinafter referred to as Grantor, and the TOWN OF TYRONE, a political subdivision
of the State of Georgia, as party of the second part, hereinafter referred to as Grantee.

WITNESSETH

That Grantor, for and in consideration of the sum of ONE DOLLAR (\$1.00) in hand paid
at and before the sealing and delivery of this easement and in consideration of the agreements
and covenants contained in this document and the Stormwater Management Inspection and
Maintenance Agreement between Grantor and Grantee, hereby grants unto the Grantee an
easement in and to that portion of the property shown on Exhibit "A" to the Stormwater
Management Inspection and Maintenance Agreement, as shown and identified on the plat
attached hereto as Exhibit "1".

The purpose of this easement is to allow Grantee, or its agents, access for maintenance
activities to the Water Quality Best Management Practice (BMP) facility, and to prevent
development of the property within the easement following issuance of the Certificate of
Occupancy or in the case of a residential subdivision, the approval of the Final Plat, without
written permission from the Town of Tyrone, Georgia. This easement is required by the
provisions of the Stormwater Management Inspection and Maintenance Agreement executed by
and between the Grantor and Grantee.

[SIGNATURES FOLLOW ON NEXT PAGE]

IN WITNESS WHEREOF, the parties have executed, or caused to be executed by their
duly authorized official, this Agreement.

**PROPERTY OWNER
LIMITED LIABILITY CORPORATION**

Name of LLC: 74 South business park LLC mm 7.2.24, A Georgia Corporation
Printed or Typed Name

By: [Signature]
Signature

Blake Barnett
Typed or Printed Name

Title: Partner

Attest: [Signature]
Signature of Witness

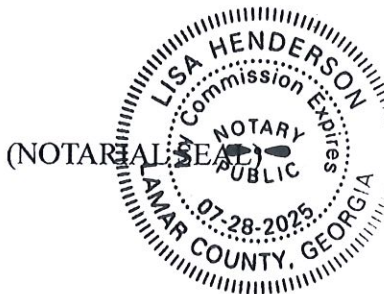
MICHAEL MADISON
Typed or Printed Name

Title: PROJECT MANAGER

(SEAL)

Notary Public: Lisa Henderson

My Commission Expires: July 28, 2025



TOWN OF TYRONE, GEORGIA

By: _____
Mayor

Attest: _____
Town Clerk

(TOWN SEAL)

Notary Public: _____

(NOTARIAL SEAL)

My Commission Expires: _____

Attachments:

Exhibit 1. Plat of Easement

PLAN LEGEND :

- = JUNCTION BOX (JB)
- = STORM PIPE - SEE PROFILES ON SHEET C350 AND PIPE BEDDING DETAIL ON SHEET C702
- - 900 - - = EXISTING CONTOURS
- 900 — = PROPOSED CONTOURS
- ⚙ = PROPOSED LIGHT POLE

Placeholder for Exhibit C - Plat and legal description of the Stormwater Inspection Access Easement shown on the plans. Plat and legal description of the easement prepared to the Town's satisfaction shall be provided to the Town prior to the issuance of the certificate of occupancy.

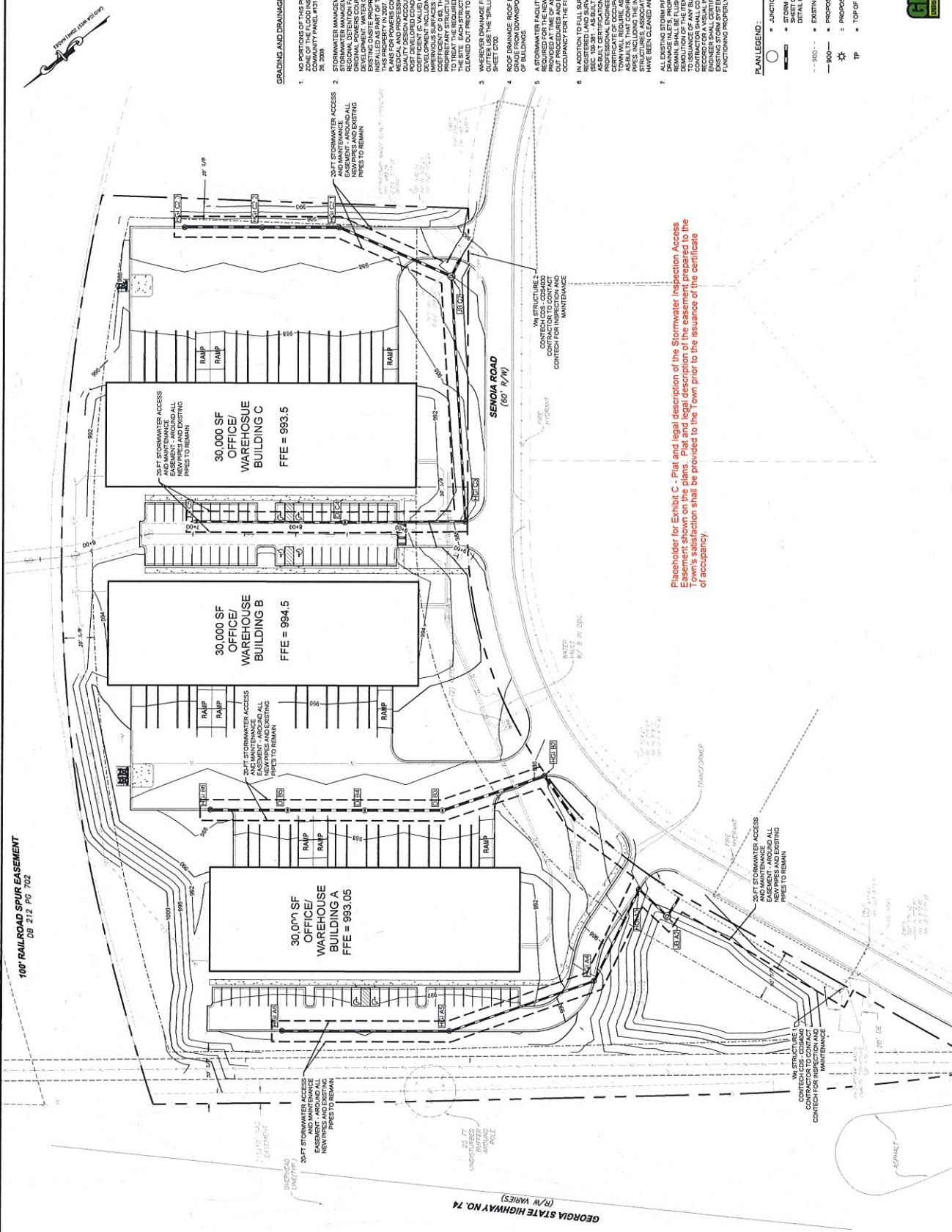


Exhibit D
Operation and Maintenance Inspection Report

CDS Inspection & Maintenance Log

CDS Model: _____ Location: _____

[illegible]

1. The water depth to sediment is determined by taking two measurements with a stadia rod: one measurement from the manhole opening to the top of the sediment pile and the other from the manhole opening to the water surface. If the difference between these measurements is less than the values listed in table 1 the system should be cleaned out. **Note: to avoid underestimating the volume of sediment in the chamber, the measuring device must be carefully lowered to the top of the sediment pile.**
2. For optimum performance, the system should be cleaned out when the floating hydrocarbon layer accumulates to an appreciable thickness. In the event of an oil spill, the system should be cleaned immediately.



COUNCIL ITEM AGENDA REQUEST FORM

Department: Recreation

Meeting Date: 7/18/2024

Staff Contact: Lynda Owens

Agenda Section: Consent

Staff Report:

Item Description: Pyro Enterprises Contract

Background/History:

Below are the comments from the lawyer.

1. Paragraph 1 should be revised to reduce the deposit to 10%.
2. Paragraph 1 should be revised to cause balance due payment After the completion of the service.
3. The Cancellation for weather paragraph should be revised to remove the 25 percent fee to reschedule.
4. The Cancellation fee for weather should be revised to limit the forfeiture to the deposit.
5. The signature block has been revised.

Below are the comments from Pyro Enterprises/John Feigert

I'm fine with # 's 1 & 2 but I can't oblige #3 because this is the amount I will spend if we have to postpone because of the weather. Regarding #4, I'm willing to reduce the cancellation fee to 50% but no less. I'm not sure what is meant on #5 as I did not receive any kind of attachment. Please let me know if this will work. Thank you.
I recommend that we go forward with Pyro Enterprises. He is an experienced pyro man. He used to be with Pyrotecnico.

Findings/Current Activity: Pending Council approval

Is this a budgeted item? _yes If so, include budget line number: 230-62-52.1300

Actions/Options/Recommendations:

Approval

Pyro Enterprises Fireworks

FIREWORKS DISPLAY AGREEMENT

THIS FIREWORKS DISPLAY AGREEMENT (Agreement) effective upon signing by both parties, is by and between Pyro Enterprises Fireworks and **Town of Tyrone**. In consideration of the mutual promises and covenants contained herein, the Parties agree as follows:

SERVICE TERMS : Pyro Enterprises Fireworks will provide Sponsor with a fireworks display subject to the terms and conditions of this agreement. The date of the show is to be 10/05/24 with a rain date of *TBD* . Price for this show will be \$ 11,000. Deposit of 50% **Payment to be made by check to JOHN FEIGERT. Balance is within 15 days of the completion of the show.** If Sponsor fails to perform its obligations as required and agreed to by both parties, Pyro Enterprises Fireworks is entitled to charge interest at the rate of 1.5% per month. Furthermore, if Pyro Enterprises Fireworks must enforce it's rights by hiring an attorney or other third party representation, Sponsor is liable for all fees and costs incurred by Pyro Enterprises Fireworks to collect the full amount owed.

POSTPONEMENT / CANCELLATION

If on the show date the customer & Pyro Enterprises Fireworks determines that weather or other conditions make the show impossible to perform or dangerous to persons and property, the Parties agree as follows:

- A. If rescheduled to another date within 6 months of the original date, the Sponsor shall pay an additional 25% to reimburse Pyro Enterprises Fireworks for its additional expenses.
- B. If there will be no rescheduling of the show Pyro Enterprises Fireworks is to be paid 75% of the show value.

DISPLAY RESPONSIBILITIES

Pyro Enterprises Fireworks and Sponsor shall collaborate in the performance of certain tasks relating to the fireworks display. These tasks include but are not limited to the following:

- A. Procuring and furnishing a place suitable for the fireworks display (the "Display Site"),
- B. Providing adequate private or public security, to secure the display site.
- C. Removing and keeping unauthorized persons and personal property, including motor vehicles, outside of the area designated by Pyro Enterprises Fireworks as the display site, fallout area or safe zone.

INSURANCE

Pyro Enterprises Fireworks will provide a certificate evidencing a maximum of \$1,000,000 general liability insurance coverage. Pyro Enterprise agrees to name Town of Tyrone as the certificate holder and additional insured. Additional insureds are limited to Sponsor, sponsors of Sponsor, property owners in and around the show site, municipal corporations (including authors and public safety departments) and employees and volunteers of any of these. This coverage specifically does not include coverage for any independent acts of negligence of those additionally insured.

Pyro Enterprises Fireworks

MISCELLANEOUS

- A) Neither this Agreement nor any part of this Agreement may be transferred, conveyed or assigned by Sponsor without the prior written consent of Pyro Enterprises Fireworks.
- B) Tender of either the pre-show advance or full payment by Sponsor, without a signed contract, will represent Sponsor’s acceptance of this Agreement as written.
- C) Nothing contained in this Agreement will create or be construed as creating a partnership, employment, joint venture or agency relationship between the Parties and no Party shall have the authority to bind the other in any respect.
- D) This Agreement may be executed by facsimile and PDF and in any number of counterparts, and each of the counterparts will be deemed an original.

ACCEPTED AND AGREED as of the later of the dates set forth below the signatures below.

Pyro Enterprises Fireworks :

Sponsor: Town of Tyrone

Signature: _____

Signature: _____

Name: John Feigert

Name: _____

Title: President

Title: _____

Date: 02/23/2024

Date: _____

Address: 217 Whispering Pines Dr.

Address: _____

Woodstock, GA 30188

Phone: 770-842-3977

Phone: _____

Email: jfeigert@gmail.com

Email: _____

Pyro Enterprises Fireworks

CONTACT / INSURANCE INFORMATION FORM

You must return this form with your signed contract and Pre-Show Advance for the insurance certificate to be processed.

Sponsor Name: _____

Sponsor Contact Name: _____

Address: _____

City, State & Zip: _____

Phone: _____ Fax: _____

Email: _____

Accounts Payable Contact: _____

Accounts Payable Email: _____

Display Date: _____ Display Time: _____

Rain Date: _____

Day-of-Show Contact Name: _____

Phone/Mobile: _____ Email: _____

Display Site Location and Address:

Additionally Insured – If Applicable:

****PLEASE RETURN THIS COMPLETED FORM TO****

EMAIL: jtfeigert@gmail.com

PHONE: 770-842-3977

Pyro Enterprises Fireworks

FIREWORKS DISPLAY AGREEMENT

THIS FIREWORKS DISPLAY AGREEMENT (Agreement) effective upon signing by both parties, is by and between Pyro Enterprises Fireworks and **Town of Tyrone**. In consideration of the mutual promises and covenants contained herein, the Parties agree as follows:

SERVICE TERMS : Pyro Enterprises Fireworks will provide Sponsor with a fireworks display subject to the terms and conditions of this agreement. The date of the show is to be 10/05/24 with a rain date of TBD . Price for this show will be \$ 11,000. Deposit of 50% **Payment to be made by check to JOHN FEIGERT. Balance is within 15 days of the completion of the show.** If Sponsor fails to perform its obligations as required and agreed to by both parties, Pyro Enterprises Fireworks is entitled to charge interest at the rate of 1.5% per month. Furthermore, if Pyro Enterprises Fireworks must enforce it's rights by hiring an attorney or other third party representation, Sponsor is liable for all fees and costs incurred by Pyro Enterprises Fireworks to collect the full amount owed.

POSTPONEMENT / CANCELLATION

If on the show date the customer & Pyro Enterprises Fireworks determines that weather or other conditions make the show impossible to perform or dangerous to persons and property, the Parties agree as follows:

- A. If rescheduled to another date within 6 months of the original date, the Sponsor shall pay an additional 25% to reimburse Pyro Enterprises Fireworks for its additional expenses.
- B. If there will be no rescheduling of the show Pyro Enterprises Fireworks is to be paid 75% of the show value.

DISPLAY RESPONSIBILITIES

Pyro Enterprises Fireworks and Sponsor shall collaborate in the performance of certain tasks relating to the fireworks display. These tasks include but are not limited to the following:

- A. Procuring and furnishing a place suitable for the fireworks display (the "Display Site"),
- B. Providing adequate private or public security, to secure the display site.
- C. Removing and keeping unauthorized persons and personal property, including motor vehicles, outside of the area designated by Pyro Enterprises Fireworks as the display site, fallout area or safe zone.

INSURANCE

Pyro Enterprises Fireworks will provide a certificate evidencing a maximum of \$1,000,000 general liability insurance coverage. Pyro Enterprise agrees to name Town of Tyrone as the certificate holder and additional insured. Additional insureds are limited to Sponsor, sponsors of Sponsor, property owners in and around the show site, municipal corporations (including authors and public safety departments) and employees and volunteers of any of these. This coverage specifically does not include coverage for any independent acts of negligence of those additionally insured.

Pyro Enterprises Fireworks

MISCELLANEOUS

- A) Neither this Agreement nor any part of this Agreement may be transferred, conveyed or assigned by Sponsor without the prior written consent of Pyro Enterprises Fireworks.
- B) Tender of either the pre-show advance or full payment by Sponsor, without a signed contract, will represent Sponsor's acceptance of this Agreement as written.
- C) Nothing contained in this Agreement will create or be construed as creating a partnership, employment, joint venture or agency relationship between the Parties and no Party shall have the authority to bind the other in any respect.
- D) This Agreement may be executed by facsimile and PDF and in any number of counterparts, and each of the counterparts will be deemed an original.

ACCEPTED AND AGREED as of the later of the dates set forth below the signatures below.

Pyro Enterprises Fireworks :

Sponsor: Town of Tyrone

Signature: 
Name: John Feigert
Title: President
Date: 02/23/2024
Address: 217 Whispering Pines Dr.
Woodstock, GA 30180
Phone: 770-842-3977
Email: jfeigert@gmail.com

Signature: _____
Name: _____
Title: _____
Date: _____
Address: _____

Phone: _____
Email: _____



TOWN OF TYRONE
FAYETTE COUNTY, GEORGIA

OATH OF OFFICE

I, Joram Kiggundu, do solemnly swear that I will faithfully and truly perform the duties of the Planning Commission of the Town of Tyrone, that I will support and defend the United States Constitution, the Constitution of the State of Georgia, and the Charter of the Town of Tyrone, to the best of my skill and ability and as to me shall seem to the best interest and welfare of the Town without fear, favor, or affection.

I do further swear that I am not the holder of any unaccounted for public money due this State or any political subdivision or authority thereof; that I am not the holder of any office or trust under the government of the United States, any other state, or any foreign state which, by the laws of the State of Georgia, I am prohibited from holding; and that I am otherwise qualified to be a public officer according to the Constitution and Laws of the State of Georgia.

“SO HELP ME GOD.”

Joram Kiggundu,
Planning Commission Post 4

Sworn to and subscribed before me
this ____ day of _____, 2024.

Eric Dial, Mayor



COUNCIL AGENDA ITEM COVER SHEET

Meeting Type: Council - Regular

Meeting Date: July 18, 2024

Agenda Item Type: Public Hearing

Staff Contact: Dee Baker, Town Clerk

STAFF REPORT

AGENDA ITEM:

Public Hearing for the consideration of an Alcohol License application from Erum Ali for Sayan Properties 3 LLC d/b/a Glendalough Manor, located at 200 Glendalough Court for retail consumption of beer, wine, and distilled spirits.

BACKGROUND:

Legal Counsel has reviewed the application, Ms. Ali and Mr. Verani has provided all required information. Legal ads and public hearing signage has been placed according to the ordinance.

FUNDING:

.

STAFF RECOMMENDATION:

If approved Ms. Ali will be issued the Tyrone alcohol license in order to apply for his State Alcohol License. Once the State License is issued, she can then commence alcohol sales at that location. Staff recommends approval.

ATTACHMENTS:

.

PREVIOUS DISCUSSIONS:

.

APPLICATION NO.	PLANNING COMMISSION DATE	TOWN COUNCIL DATE
RZ-2024-007 & RZ-2024-008	04/25/2024	07/18/2024

ADDRESS	APPLICANT	PARCEL NO.	EX. ZONING	PROPOSED ZONING	ACREAGE	FUTURE LAND USE	SURROUNDING ZONING	SITE IMPROVEMENTS
165 Palmetto Road	Clarendon Place LLC	0738-156	C-1 (Community Commercial)	Town Center Mixed Use (TCMU)	32.9	Town Center & In-Town Residential	North: LUR South: AR, R-12, R-18, & C-1 East: AR, R-12, & R-18 West: R-12 & R-18	Northern Property: two 5,000 s.f abandoned commercial buildings
172 Palmetto Road	Clarendon Place LLC	0738-158	AR (Agricultural - Residential)	Town Center Mixed Use (TCMU)	21.9	Town Center		

SUMMARY & HISTORY

Applicant Clarendon Place, LLC, on behalf of owner Brent Holdings, LLC, has applied for the rezoning of two tracts, 165 Palmetto Road & 172 Palmetto Road, from C-1 and AR respectively to TCMU (Town Center Mixed-Use). The petition includes a conceptual development plan proposing 106 single-family detached lots at 1.9 units/acre total site density as well as a 2-acre commercial outparcel at the corner of Palmetto Rd. and Spencer Lane. The proposed development plan incorporates the R/W necessary for the Town’s roundabout project currently in land-acquisition. Two ~5,000 s.f. abandoned commercial buildings sit along the northern tract as part of the “Old Town Tyrone” development that was abandoned in 2008.

COMPREHENSIVE PLAN, DOWNTOWN PLAN, & FUTURE DEVELOPMENT MAP COMPATABILITY

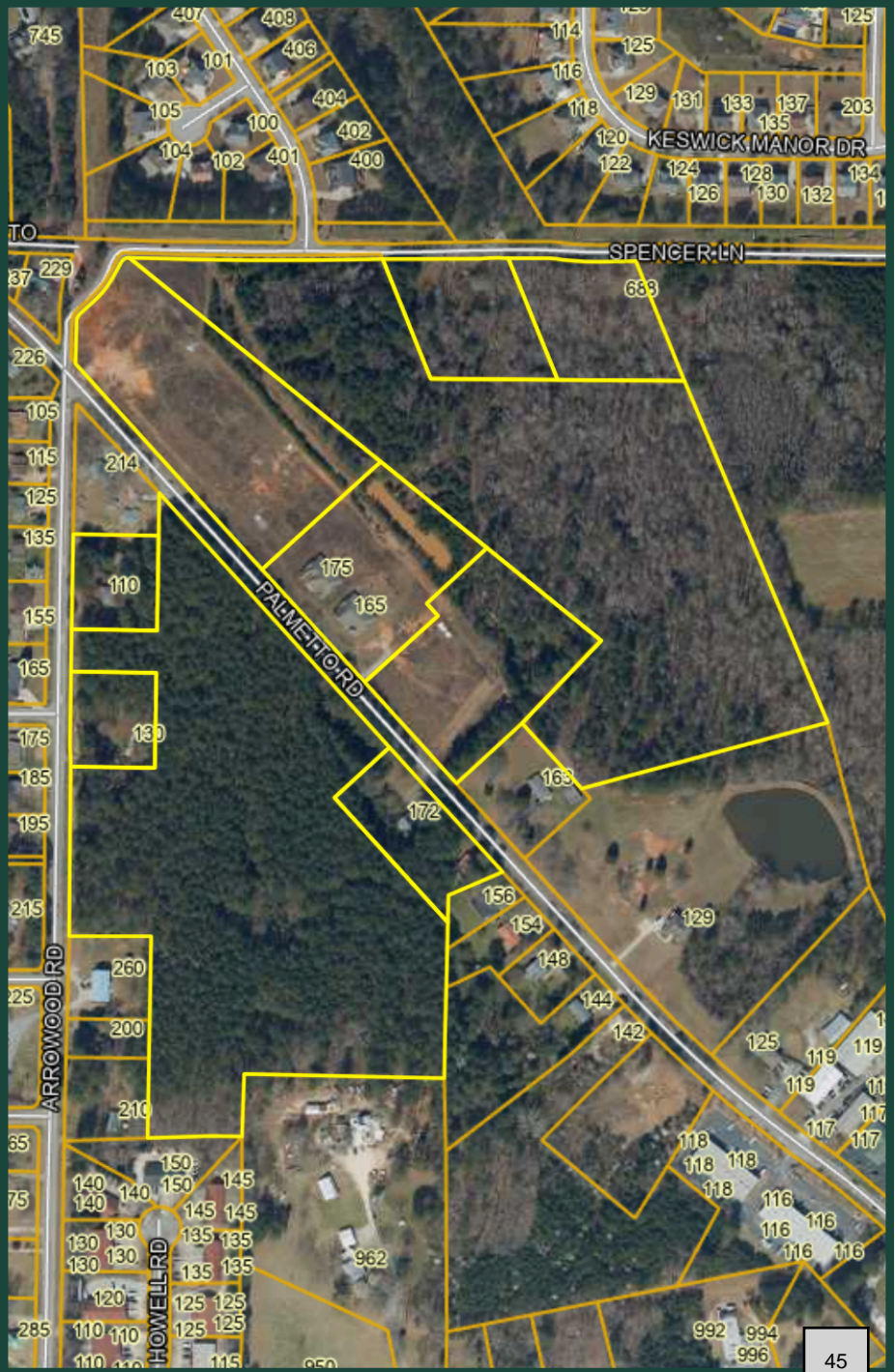
COMP PLAN & FUTURE DEVELOPMENT: These properties fall under the Comprehensive Plan's Town Center and In-Town Neighborhoods designations, encouraging downtown-oriented development patterns and street connections. Town Center emphasizes commercial mixes, while In-Town Neighborhoods prioritize residential support for the Town Center. The goal is to create a diverse mix of uses connected by walkable, gridded pathways. Residential areas should avoid front-loaded garages and prioritize traditional neighborhood development patterns and clustering of homes to preserve open spaces in a centrally planned way. Developments should include pedestrian, cyclist, and PTV connections, along with traffic calming measures and street trees integrated into the right-of-way design. The proposed development does provide a gridded network and centrally planned park/open spaces. Architectural examples include rear-access alleyway entry for interior lots and side-access driveway access for perimeter lots.

ENVISION TYRONE DOWNTOWN PLAN: The proposed development does provide a basic mobility framework as outlined in the downtown plan with connectivity from Arrowwood to Palmetto to Spencer as well as a future street connection going south towards Senoia Road. Many of the architectural examples provided meet the spirit of the Comp Plan and Downtown Plan. Side-entry and rear-access homes have been shown. This development does provide better continuity with the Downtown Plan than previous submissions.

ORDINANCE COMPATABILITY

TOWN CENTER MIXED-USE: The TCMU district encourages walkable, mixed-use developments with residential components, subject to council approval. This proposal focuses primarily on residential development with a commercial outparcel at the corner of Palmetto and Spencer, falling below the maximum density of 4 units/acre at 1.9 units/acre. Lot sizes adhere to Sec. 113-137, with a mandated 75' undisturbed buffer adjoining AR, R-12, and R-18 zoning districts. The development plan shows minimum street and multi-use connections, as required by ordinance. Final location of multi-use trails and connectivity will occur during the civil engineering/site plan review process with staff and Planning Commission.

TOWN CENTER OVERLAY: The Town Center Overlay aims to enhance architectural quality, pedestrian-friendly environments, and road connectivity. Architectural examples provided meet these criteria with rear and side-loaded garages shown and the incorporation of larger porches fronting the street. These designs are intended to emulate historic neighborhoods in Tyrone and the region.



APPLICATION NO.	PLANNING COMMISSION DATE	TOWN COUNCIL DATE
RZ-2024-007 & RZ-2024-008	04/25/2024	07/18/2024

IMPACT ASSESSMENT

1. **Will the zoning permit suitable uses with surrounding properties?** *The surrounding area is predominately residential in nature. The TCMU district aims to provide uses that are compatible with both residential and light-commercial areas. The development plan specific to this request is primarily residential in nature which is suitable for surrounding lots.*

2. **Will zoning adversely affect adjacent properties?** *It is determined that the proposed zoning aligns with that of surrounding properties and will not negatively impact most owners, given the implementation of adequate screening, 75' buffering, and architectural standards as required by the TCMU and Town Center Overlay districts. Overall density matches surrounding neighborhoods which are 2-3 units/acre (Tyrone Acres & Southampton respectively)*

3. **Does the property have reasonable economic use as currently zoned?** *Staff concludes that the northern property currently zoned, C-1 (Community Commercial) does have reasonable economic use as currently zoned. Staff concludes that the southern property, zoned AR (Agricultural Residential), does not have reasonable economic use as currently zoned given the future land use classification for the area as well as the higher intensity zoning that surrounds it.*

4. **Would the proposed zoning overburden existing infrastructure?** *The proposed development plan notates a traffic impact of approximately 980 trips/day at buildout could further burden the nearby Palmetto Road intersection at current conditions. With the construction of the RAB at this location, it is staff's determination that the development would not affect the LOS of the intersection after the RAB construction. Sewer impact is estimated at 17,000 gpd which the Town currently has capacity to handle. This capacity is at a first-come-first serve basis and will only be reserved upon the approval of a final civil/site plan by Planning Commission. Water is available via a line extension.*

PLANNING COMMISSION COMMENTS & RECOMMENDATIONS (PREVIOUS DEVELOPMENT PLAN):

April 4th Planning Commission Notes: *the location of Townhomes did not seem contextually appropriate as the higher-intensity uses should front the higher-intensity roadway of Palmetto Road. They noted that the arrangement of the lots, open spaces, and townhomes seemed haphazard, not in keeping with the design standards meant to support Traditional Neighborhood Developments emulating historic in-town neighborhoods as opposed to typical suburban developments. They noted that the TCMU zoning is appropriate, but with no commercial at least fronting Palmetto Road, along with other development plan concerns, the proposed conceptual plan was not appropriate. Planning Commission recommended denial 4-1 with Mr. Matheny in opposition to the motion to recommend denial.*

Many Planning Commission comments have been resolved with the updated development plan. Townhomes have been removed and central greenspace added, commercial component added, front-loaded lots have been removed and architectural examples reflect more appropriate traditional neighborhood developments.

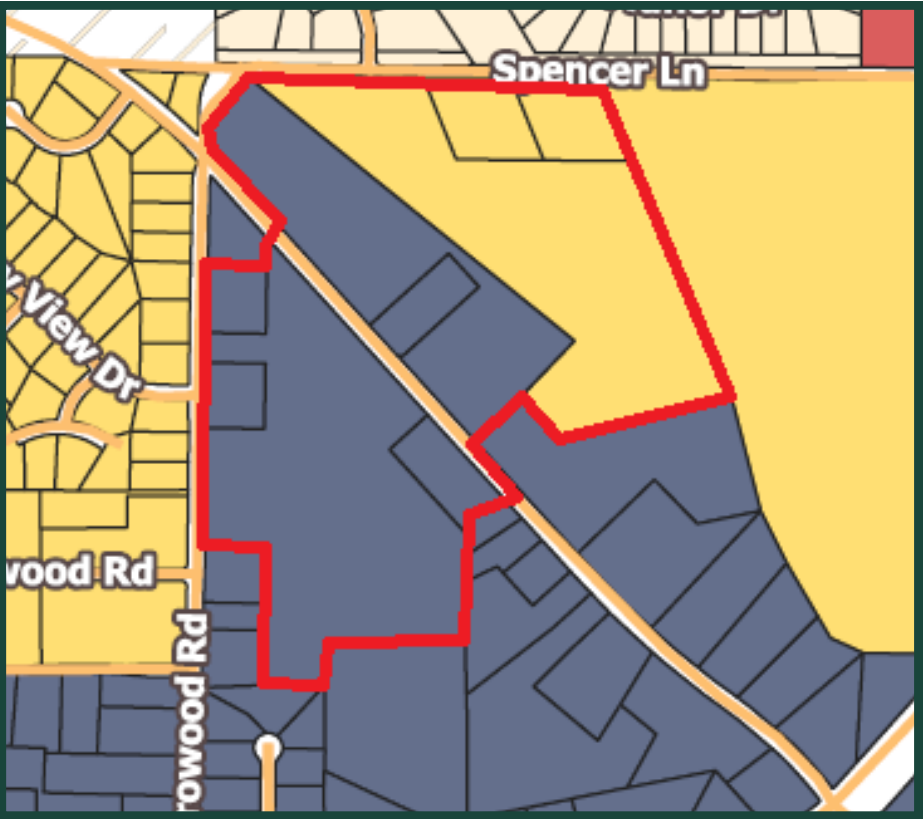
STAFF COMMENTS & DETERMINATIONS:

Upon Technical Review Committee review, comments were made regarding future environmental items:

- Staff does not consider adjustments to the layout as a result of environmental compliance as constituting a feasibility constraint for the purpose of meeting the above standards.

Staff determination is that the base zoning of TCMU is appropriate and that the current development plan meets the minimum standards set forth in the Comp Plan, Ordinance, and Downtown Plan. If council desires to approve this rezoning request, staff recommends the following conditions:

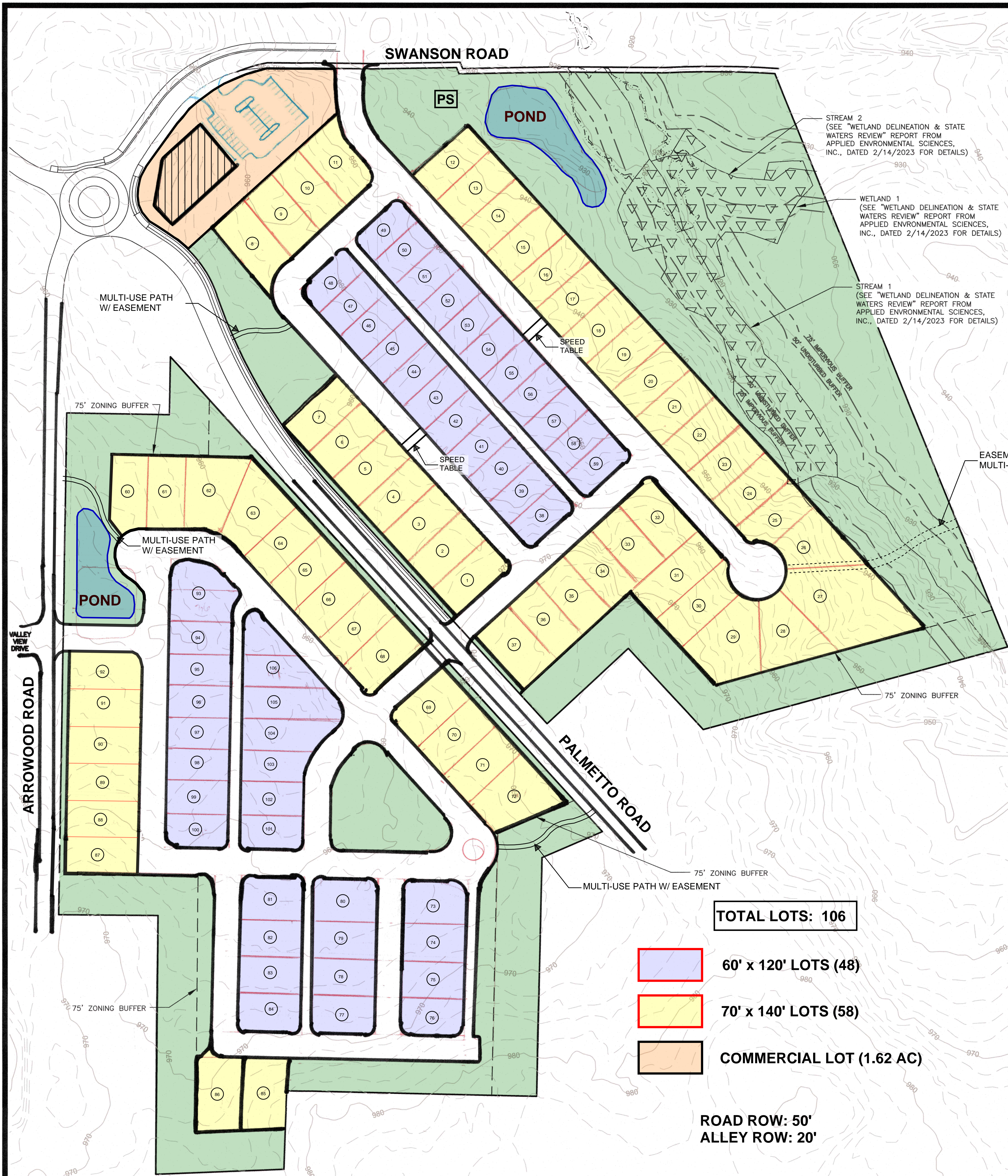
- The existing structures on 165 Palmetto Road be demolished within 90 days of rezoning.
- The developer dedicates adjoining R/W of Palmetto Road, Spencer Lane, and Arrowood Road (not associated with the Roundabout).



Town of Tyrone Future Development Map



Envision Tyrone Town Center Plan



TOTAL LOTS: 106

- 60' x 120' LOTS (48)
- 70' x 140' LOTS (58)
- COMMERCIAL LOT (1.62 AC)

ROAD ROW: 50'
ALLEY ROW: 20'

- NOTES:
1. ALL LOTS WILL FEED INTO A COMMON STORMWATER MANAGEMENT SYSTEM.
 2. SANITARY SEWER WILL BE PROVIDED BY CONNECTING ALL LOTS TO THE EXISTING MANHOLE ON WEINFELD STREET.
 3. WATER SUPPLY WILL BE PROVIDED FROM EXISTING WATER LINE IN ARROWWOOD RD. R.O.W.
 4. SOILS DATA IS PROVIDED ON THIS SHEET FOR STORMWATER AND FOUNDATION DESIGNS.
 5. PROJECT SITE IS NOT LOCATED IN A FLOOD HAZARD ZONE PER F.E.M.A. FLOOD INSURANCE RATE MAPS OF FAYETTE COUNTY, GEORGIA. REFER TO COMMUNITY PANELS NO. 13113C0076E AND 13113C0077E DATED SEPTEMBER 26, 2008.
 6. TRAFFIC CALMING MEASURES TO BE INSTALLED PER TOWN OF TYRONE'S REQUEST.
 7. EXISTING ASPHALT TO BE IMPROVED TO MEET THE TOWN OF TYRONE'S DEVELOPMENT STANDARDS.

PROJECT CONTACTS

APPLICANT
BRENT HOLDINGS, LLC
270 NORTH JEFF DAVIS RD.
FAYETTEVILLE, GA 30214
RICHARD FERRY, 770-461-0478
RFERRY@BRENTHOLDINGS.NET

OWNERS:
CLARENDON PLACE, INC.
270 NORTH JEFF DAVIS RD.
FAYETTEVILLE, GA 30214
PHONE 770-461-0478

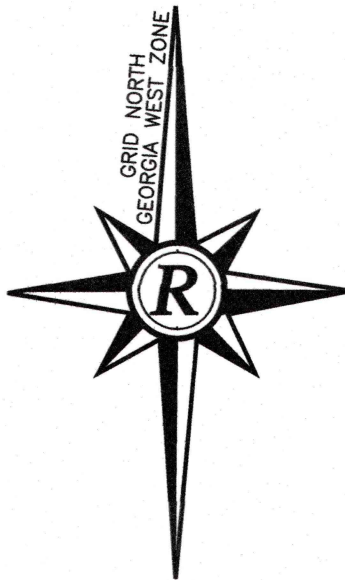
TYRONE PALMETTO ROAD PROPERTIES, LLC
270 NORTH JEFF DAVIS RD.
FAYETTEVILLE, GA 30214
PHONE 770-461-0478

ENGINEER:
ROCHESTER & ASSOCIATES, LLC
286 HIGHWAY 314, SUITE A
FAYETTEVILLE, GA 30214
JOHN SCHNICK, PE 770-716-8123
JRSCHNICK@ROCHESTER-ASSOC.COM

SURVEYOR:
ROCHESTER & ASSOCIATES, LLC
286 HIGHWAY 314, SUITE A
FAYETTEVILLE, GA 30214
BRANDON REGISTER, PLS 770-716-8123
BREGISTER@ROCHESTER-ASSOC.COM

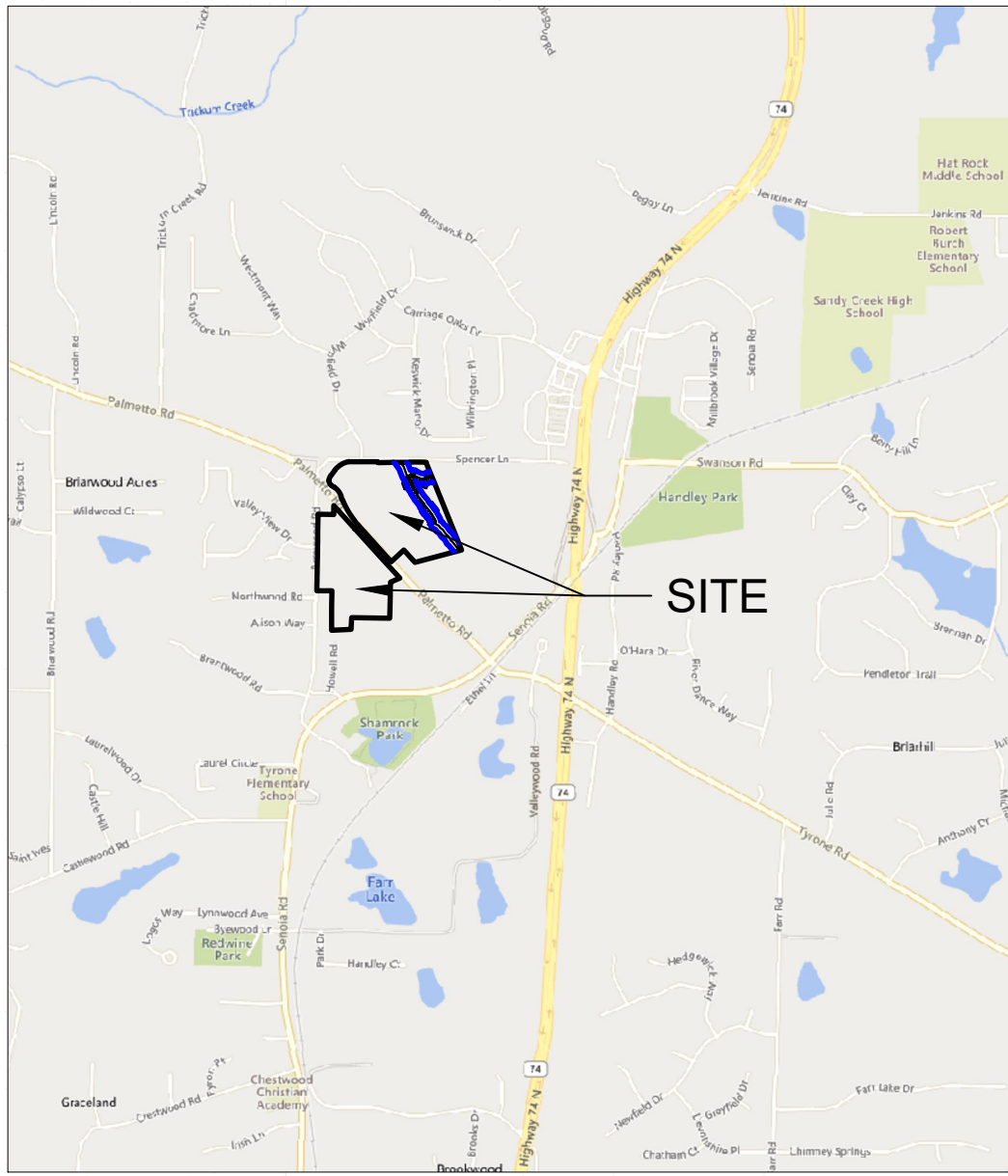
SITE DATA TABLE	
ZONING (EXISTING)	VARIES: C1, AR
ZONING (PROPOSED)	TCMU
FUTURE LAND USE	TOWN CENTER DISTRICT
SINGLE FAMILY LOTS	106
COMMERCIAL AREA	1.62 ACRES
ROUNDAABOUT ROW AREA	1.79 ACRES
ROAD ROW	50'
ALLEY ROW	20'
TOTAL SITE AREA	53.06 ACRES
TOTAL ROW AREA	8.77 ACRES
TOTAL LOT AREA	23.14 ACRES
TOTAL OPEN SPACE AREA	19.53 ACRES
OPEN SPACE %	38%
TOTAL DENSITY	1.99 UNITS / ACRE
MIN. LOT AREA	7,200 SF
MIN. LOT WIDTH	60'
SETBACKS	
FRONT	15 FT
SIDE (STREET)	15 FT
SIDE (YARD)	5 FT
REAR	20 FT
MAX. BLDG. HEIGHT	2 STORIES / 35 FT.
MIN. BLDG. AREA	1500 SF
MAX. LOT COVERAGE	60% / LOT

ENVIRONMENTAL PLANNING / MANAGEMENT NOTE:
A BASE FLOOD ELEVATION & A MINIMUM FINISHED FLOOR ELEVATION MUST BE ASSESSED & PROVIDED FOR ALL APPLICABLE LOTS.



06/20/2024

LOCATION MAP

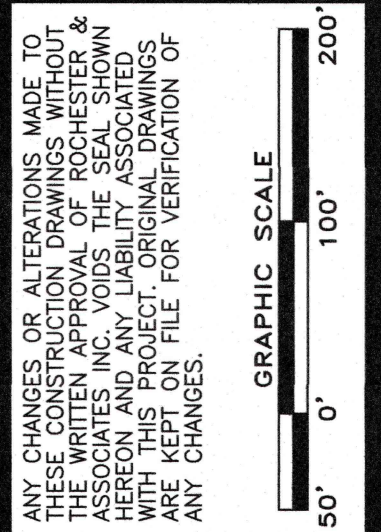


Map Unit Symbol	Map Unit Name	Acres in AOI	Percent of AOI
AmB	Appling sandy loam, 2 to 6 percent slopes	6.5	8.3%
AmC	Appling sandy loam, 6 to 10 percent slopes	2.6	3.4%
CeB	Cecil sandy loam, 2 to 6 percent slopes	33.0	42.4%
CeC	Cecil sandy loam, 6 to 10 percent slopes	7.4	9.5%
CIC2	Cecil sandy clay loam, 6 to 10 percent slopes, eroded	20.9	26.8%
PaE	Pacolet sandy loam, 10 to 25 percent slopes	0.0	0.0%
W	Water	0.9	1.1%
WH	Wehadkee soils, 0 to 2 percent slopes, frequently flooded	6.6	8.4%
Totals for Area of Interest		77.8	100.0%

Rochester & Associates, LLC
286 Highway 314, Suite A, Fayetteville, GA 30214
770.716.0600 P | www.rochester-assoc.com

CONCEPT PLAN FOR:
OLD TOWNE TYRONE PROPERTY
REZONING
LAND LOT 140
7TH DISTRICT, TYRONE
FAYETTE COUNTY, GEORGIA

NO.	DATE	DESCRIPTION	REVISIONS



SHEET
1
OF
1

DATE: 6/20/2024
SCALE: 1"=100'
JOB NO.: F218005.BHD
DWG NO.:
DRAWN BY:











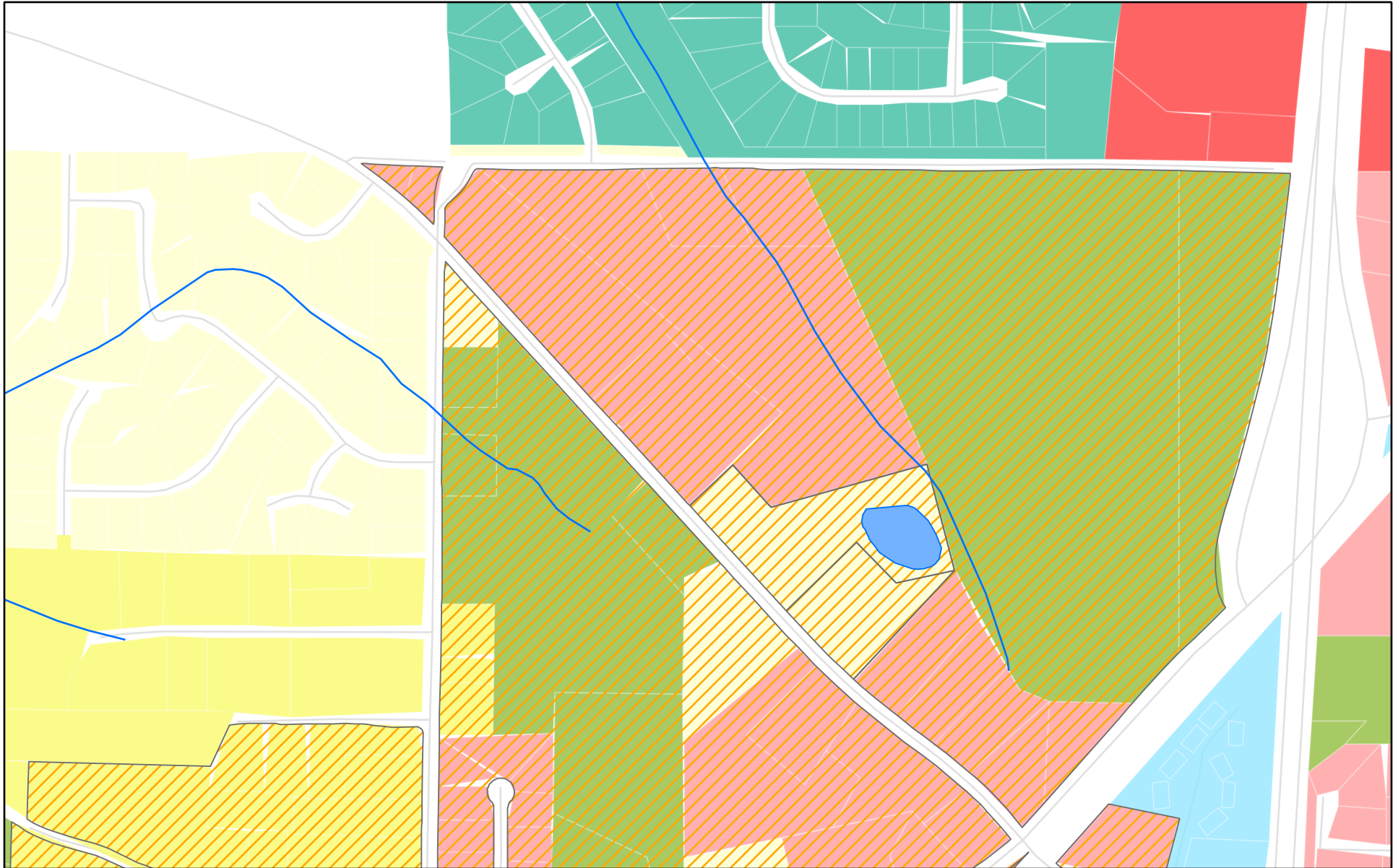
















Ordered photos have much higher resolution and are not watermarked

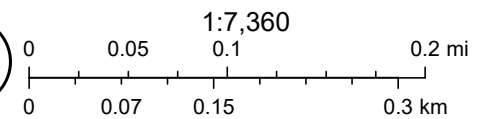
Town of Tyrone Zoning Map

Section IX, Item 6.



4/19/2024

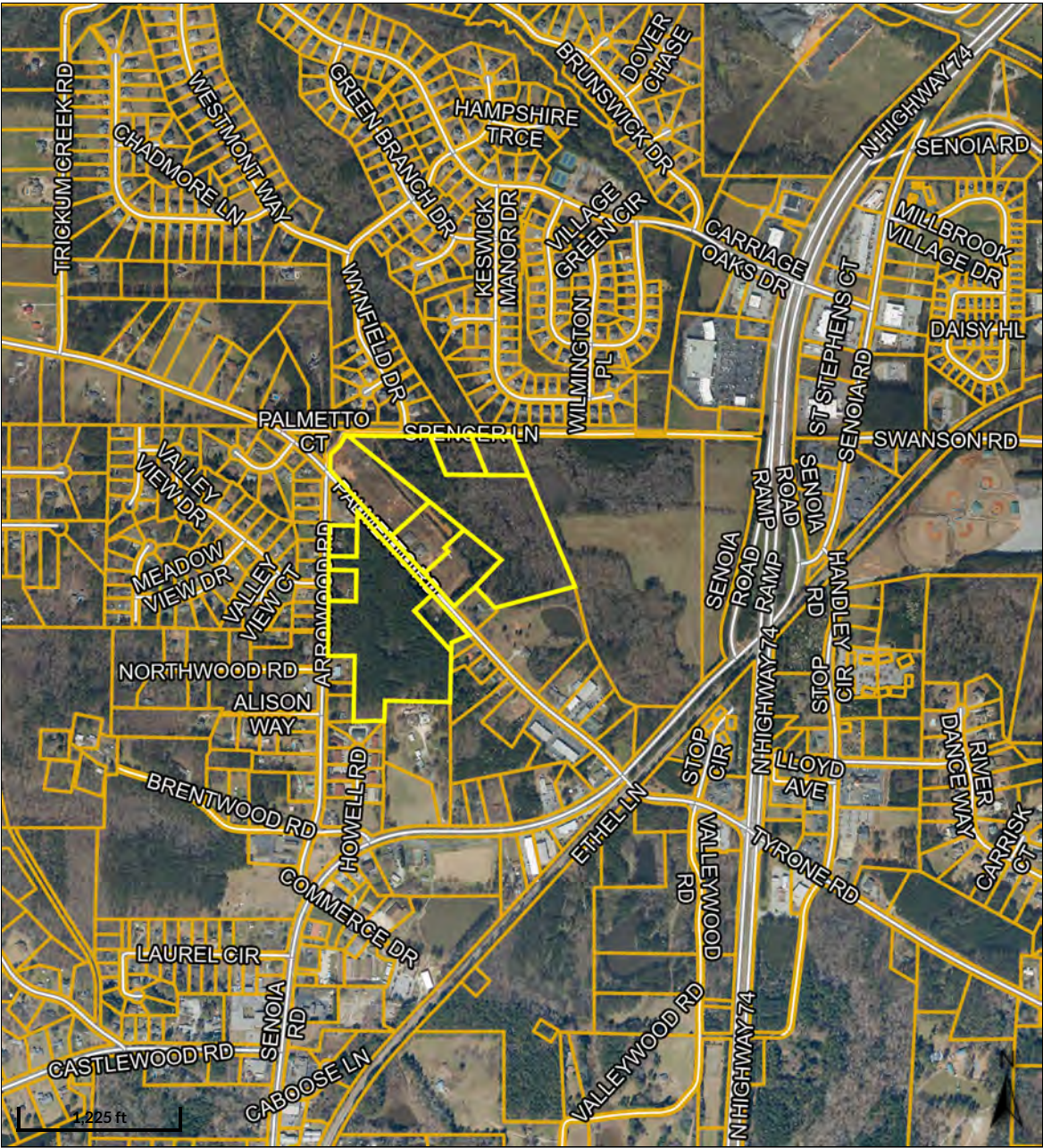
- | | | |
|-------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------------------------------------------------------------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------|
|  Tyrone Online Zoning Map_WFL1 - Ponds and Lakes |  R-18_Residential_1800sf_Min |  TCMU_Town_Center_Mixed_Use |
|  Tyrone Online Zoning Map_WFL1 - Rivers and Streams |  R-12_Residential_1200sf_Min |  C-1_Community_Commercial |
|  Tyrone Online Zoning Map_WFL1 - Town Center Overlay District |  LUR_Limited_Use_Residential |  C-2_Highway_Commercial |
|  AR_Agricultural_Residential |  O-I_Office_Institutional |  Tyrone Online Zoning Map_WFL1 - Roads |



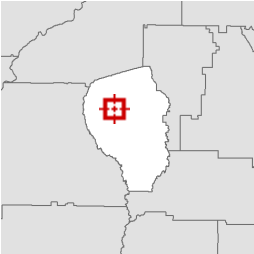


Fayette County, GA

Palmetto Road Rezonings Town of Tyrone



Overview



Legend

- Parcels
- Roads

Date created: 4/18/2024
Last Data Uploaded: 4/18/2024 6:25:38 AM

Developed by  Schneider
GEOSPATIAL

Type: PLAT EFILED
 Recorded: 3/28/2023 5:23:00 PM
 Fee Amt: \$20.00, Page 1 of 2
 Fayette, Ga. Clerk Superior Court
 Sheila Studdard Clerk of Court
 Participant ID: 4759818338

BK 101 PG 434 - 435

THIS BLOCK RESERVED FOR THE
 CLERK OF THE SUPERIOR COURT

LEGEND

AIF - ANGLE IRON FOUND
 AKA - ALSO KNOWN AS
 BC - BACK OF CURB
 BL - BUILDING SETBACK LINE
 BWF - BARBED WIRE FENCE
 C&G - CURB & GUTTER
 CBX - CABLE BOX
 CCN - CONCRETE NAIL
 CTP - CRIMPED TOP PIPE
 CI - CURB INLET
 CL - CENTERLINE
 CLF - CHAIN LINK FENCE
 CMF - CONCRETE MONUMENT FOUND
 CMP - CORRUGATED METAL PIPE
 CO - CLEANOUT
 CONC - CONCRETE
 DB,PG - DEED BOOK, PAGE
 DE - DRAINAGE EASEMENT
 DI - DROP INLET
 DIP - DUCTILE IRON PIPE
 DWCB - DOUBLE-WING CATCH BASIN
 EP - EDGE OF PAVEMENT
 FES - FLARED END SECTION
 FH - FIRE HYDRANT
 G- - GAS LINE
 GM - GAS METER
 GP - GUY POLE
 GV - GAS VALVE
 GW - GUY WIRE
 HW - HEADWALL
 IPF - IRON PIN FOUND
 IPS - IRON PIN SET (1/2" REBAR)
 JB - JUNCTION BOX
 LL - LAND LOT
 LLL - LAND LOT LINE
 LP - LIGHT POLE
 MH - MANHOLE
 MON - MONUMENT
 N/F - NOW OR FORMERLY
 OCS - OUTLET CONTROL STRUCTURE
 -P- - POWER LINE
 -P/T- - POWER & TELEPHONE LINE
 PBX - POWER BOX
 PC - PROPERTY CORNER
 PL - PROPERTY LINE
 PM - POWER METER
 POB - POINT OF BEGINNING
 PP - POWER POLE
 PPL - POWER & LIGHT POLE
 PTL - POWER, TELEPHONE & LIGHT POLE
 PTP - POWER & TELEPHONE POLE
 PVC - POLYVINYLCHLORIDE PIPE
 RCP - REINFORCED CONCRETE PIPE
 R/W - RIGHT OF WAY
 SS - SANITARY SEWER LINE
 SSE - SANITARY SEWER EASEMENT
 S/W - SIDEWALK
 SWCB - SINGLE-WING CATCH BASIN
 TM - TEMPORARY BENCHMARK
 TBX - TELEPHONE BOX
 TMH - TELEPHONE MANHOLE
 TP - TELEPHONE POLE
 TPOB - TRUE POINT OF BEGINNING
 WI - WEIR INLET
 -W- - WATER LINE
 WM - WATER METER
 WMH - WATER MANHOLE
 WV - WATER VALVE

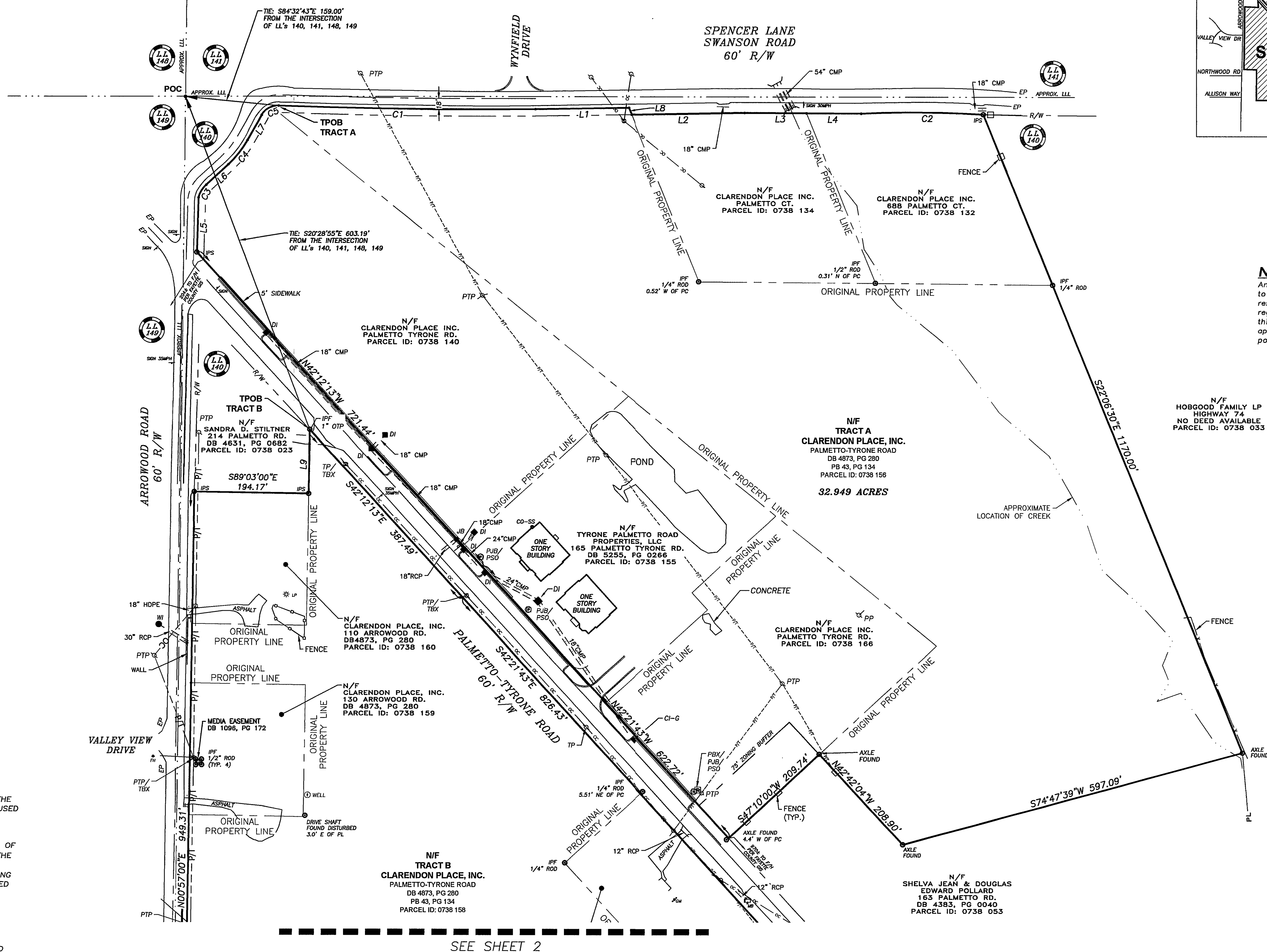
SURVEY NOTES

- THE FIELD DATA DATED 5/31/18 AND 3/9/20 UPON WHICH THIS PLAT IS BASED HAS A CLOSURE PRECISION OF ONE FOOT IN 10,000 FEET AND AN ANGULAR ERROR OF 03 SECONDS PER ANGLE AND WAS ADJUSTED USING THE LEAST SQUARES RULE. A TRIMBLE S-SERIES ROBOTIC TOTAL STATION WAS USED FOR ANGULAR AND LINEAR MEASUREMENTS.
- THIS PLAT HAS BEEN CALCULATED FOR CLOSURE AND IS FOUND TO BE ACCURATE WITHIN ONE FOOT IN 281,238 FEET.
- THE HORIZONTAL DATUM FOR THIS SURVEY IS THE NORTH AMERICAN DATUM OF 1983 (NAD 83 GEORGIA WEST ZONE) AS DETERMINED BY UTILIZING GPS. THE EQUIPMENT USED TO OBTAIN THIS DATA WAS A DUAL FREQUENCY TRIMBLE (R10) GNSS GPS RECEIVER WITH A TRIMBLE TSC3 DATA COLLECTOR RECEIVING RTK CORRECTIONS VIA A WIRELESS NETWORK FROM BASE STATIONS OPERATED BY TRIMBLE NAVIGATION. THE AVERAGE RELATIVE POSITIONAL ACCURACY OBTAINED ON THE POSITIONS UTILIZED IN THIS SURVEY WAS 0.04 FT. HORIZONTAL. THIS VALUE WAS DERIVED FROM GPS PROCESSING SOFTWARE. THE REMAINDER OF THE FIELD WORK WAS PERFORMED WITH CONVENTIONAL EQUIPMENT AS DESCRIBED ABOVE.
- THIS PROPERTY MAY OR MAY NOT CONTAIN WETLAND AREAS. NO EFFORTS HAVE BEEN MADE BY THIS SURVEYOR TO IDENTIFY OR LOCATE ANY WETLAND AREAS ON THIS PROPERTY. A QUALIFIED WETLAND SPECIALIST OR BIOLOGIST, PRIOR TO ANY LAND DISTURBANCE, SHOULD PERFORM WETLAND IDENTIFICATION AND DELINEATION.
- THIS PROPERTY MAY BE SUBJECT TO EASEMENTS, RESERVATIONS, RIGHT-OF-WAY, OR RESTRICTIONS WHICH ARE NOT RECORDED OR NOT DISCLOSED BY THE TITLE COMMITMENT OR OTHERWISE UNKNOWN TO THE SURVEYOR. THEREFORE EXCEPTION IS TAKEN TO ANY SUCH ITEMS.
- NO PORTION OF THIS PROPERTY IS LOCATED IN A FLOOD HAZARD ZONE PER F.E.M.A. INSURANCE RATE MAPS OF 13113C0077E & 13113C0076E, TOWN OF TYRONE AND FAYETTE COUNTY, GEORGIA, REVISED DATE 9/26/08.
- THE UTILITIES SHOWN HEREON HAVE BEEN LOCATED FROM ABOVE GROUND, VISIBLE EVIDENCE. THE SURVEYOR MAKES NO GUARANTEE THAT THE UTILITIES SHOWN COMPRISE ALL SUCH UTILITIES IN THE AREA, EITHER IN SERVICE OR ABANDONED. THE SURVEYOR FURTHER DOES NOT WARRANT THAT THE UNDERGROUND UTILITIES SHOWN ARE IN THE EXACT LOCATION INDICATED ALTHOUGH HE DOES CERTIFY THAT THEY ARE LOCATED AS ACCURATELY AS POSSIBLE FROM INFORMATION AVAILABLE. THE SURVEYOR HAS NOT PHYSICALLY LOCATED THE UNDERGROUND UTILITIES.
- DURING THE FIELD SURVEY PERFORMED ON THIS SITE THERE WAS NO VISIBLE ABOVE GROUND EVIDENCE OF A HUMAN BURIAL AREA OR CEMETERY OBSERVED. HOWEVER, THIS SURVEYOR DID NOT PERFORM A THOROUGH INSPECTION OF THE INTERIOR OF THIS SITE. THEREFORE EXCEPTION IS MADE HEREIN TO ANY HUMAN AREAS OR CEMETERIES THAT MAY EXIST WITHIN THE BOUNDARIES OF THIS SITE.
- ALL PROPERTY CORNERS REFERENCED AS "IPS" INDICATES A 1/2" REBAR PLACED WITH A YELLOW PLASTIC CAP STAMPED "ROCHESTER-LSF000484", UNLESS OTHERWISE NOTED.
- THIS PLAT IS FOR THE EXCLUSIVE USE OF THE ENTITIES SHOWN HEREON; ANY USE BY THIRD PARTIES IS AT THEIR OWN RISK.
- ALL DISTANCES AS SHOWN ARE HORIZONTAL GROUND DISTANCES IN U.S. SURVEY FEET (39.37 INCHES = 1 METER).

FAYETTE COUNTY ENVIRONMENTAL HEALTH:
 THIS PROPERTY HAS BEEN REVIEWED AND, IN GENERAL, APPROVED
 FOR SEPTIC TANK USE.

Shirley Jones 3/24/23
 ENVIRONMENTAL HEALTH DATE

FAYETTE COUNTY WATER SYSTEM:
 NO PRE EXISTING FAYETTE COUNTY WATER SYSTEM
 FACILITIES WERE FOUND ON THIS SITE.



SEE SHEET 2

FINAL PLAT APPROVAL:

Scott A. Ray 3/10/23
 TOWN ENGINEER DATE

Robert F. Rolader 3/10/23
 MAYOR DATE

Robert F. Rolader 3/10/23
 OWNER #1 DATE

Don Baker 3/10/23
 OWNER #2 DATE
 TOWN CLERK

SURVEYORS CERTIFICATION

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

BRANDON C. REGISTER, PLS #
 bregister@rochester-assoc.com
 Rochester and Associates, LLC
 LSF-000484 EXPIRATION 6/30/2024
 www.rochester-assoc.com

12/16/2022

DATE

NOTE:

Any streams or bodies of water may be subject to State, County, and Local buffers and restrictions. This survey makes no interpretation regarding these buffers or restrictions. Users of this survey are cautioned to consult with the appropriate government authorities concerning possible buffers or restrictions.

COMBINATION PLAT FOR
**OLD TOWNE
 TYRONE PROPERTY**

LAND LOT 140, 7th DISTRICT
 TOWN OF TYRONE
 FAYETTE COUNTY, GEORGIA

NO.	DATE	DESCRIPTION	REVISIONS

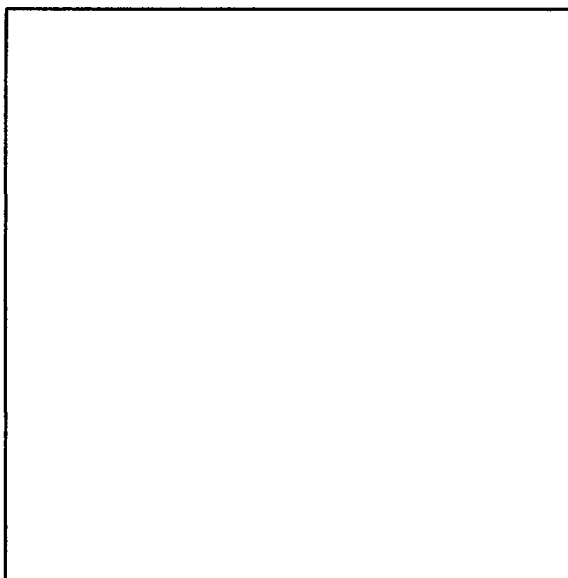
GRAPHIC SCALE
 0' 50' 100' 200' 300'



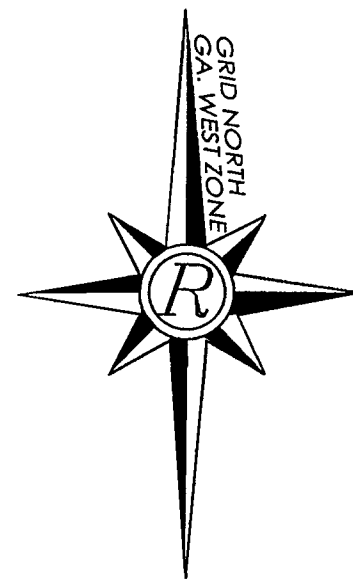
SHEET
1
 OF
2
 DATE: 11/17/22
 SCALE: 1"=100'
 JOB NO.: F218005
 DRAWN BY: LJG
 DWG NO.: T08CONB

Rochester **Assoc**

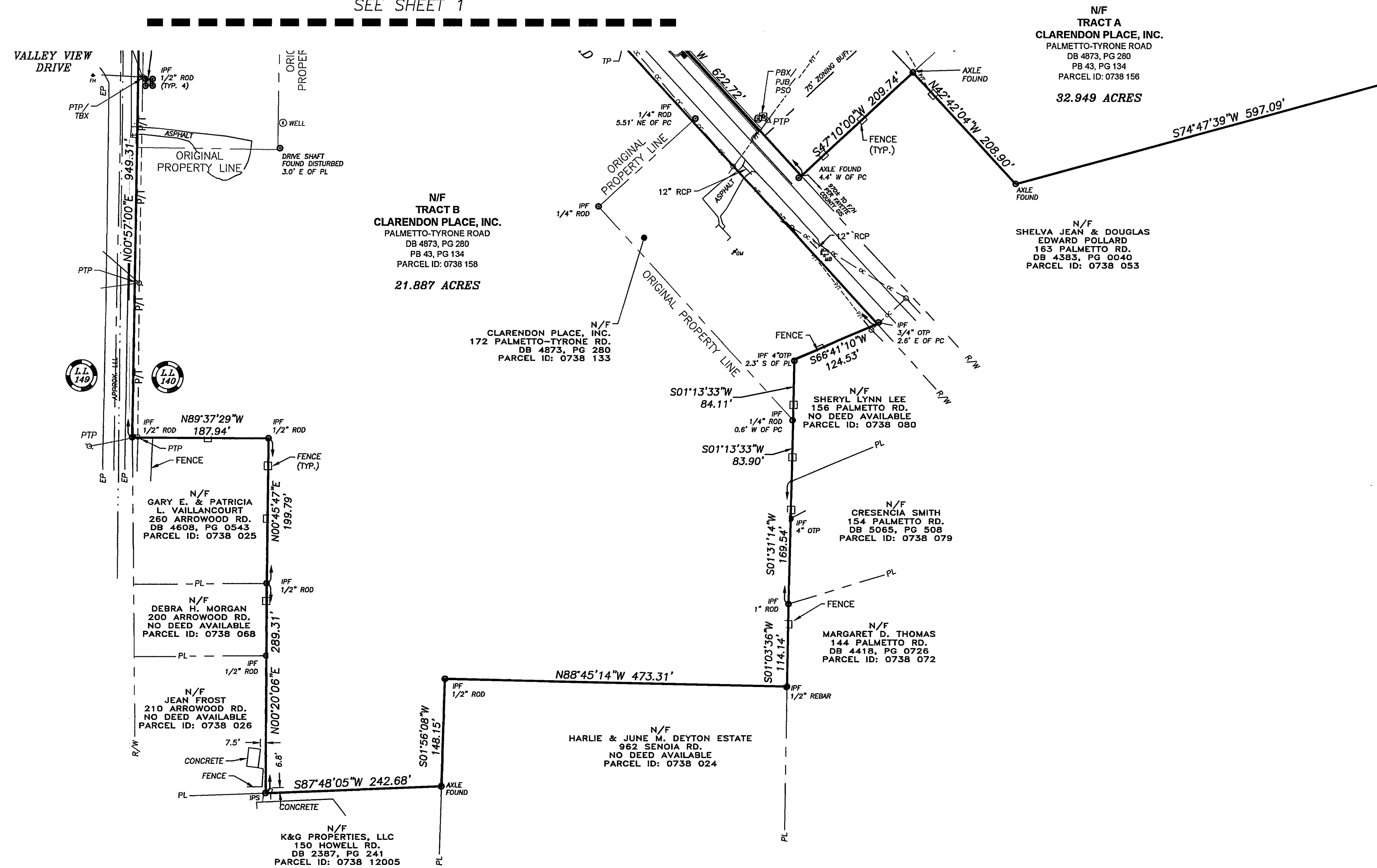
Rochester and Associates, LLC
 286 Highway 314, Suite A, Fayetteville, GA 30214
 770.718.0600 p | www.rochester-assoc.com



THIS BLOCK RESERVED FOR THE
CLERK OF THE SUPERIOR COURT



SEE SHEET 1



LEGEND

- | | | |
|--------|---|--------------------------------|
| AKF | - | ANGLE IRON FOUND |
| AKS | - | AND ALSO KNOWN AS |
| BC | - | BACK OF CURB |
| BL | - | BUILDING SETBACK LINE |
| BWF | - | BARBED WIRE FENCE |
| C&G | - | CURB & GUTTER |
| CBX | - | CABLE BOX |
| CCN | - | CONCRETE NAIL |
| CTP | - | CRIMPED TOP PIPE |
| CI | - | CURB INLET |
| CL | - | CENTERLINE |
| CLF | - | CHAIN LINK FENCE |
| CMF | - | CONCRETE MONUMENT FOUND |
| CMP | - | COMPACTED MUD PIPE |
| CO | - | CLEANOUT |
| CONC | - | CONCRETE |
| CRS PG | - | CREEP BOARD, PAGE |
| DE | - | DRAINAGE EASEMENT |
| DI | - | DROP INLET |
| DP | - | DUCTILE IRON PIPE |
| DWCB | - | DOUBLE-WING CATCH BASIN |
| EP | - | EDGE OF PAVEMENT |
| ES | - | EXPOSED END SECTION |
| FH | - | FIRE HYDRANT |
| -G- | - | GAS LINE |
| GM | - | GAS METER |
| GP | - | GRUP POE |
| GV | - | GAS VALVE |
| GW | - | GRUP WIRE |
| HW | - | HEADWALL |
| IPF | - | IRON PIN FOUND |
| IPS | - | IRON PIN SET (1/2" REBAR) |
| JB | - | JUNCTION BOX |
| L | - | LAND LOT |
| LLL | - | LAND LOT LINE |
| LP | - | LIGHT POLE |
| MH | - | MANHOLE |
| MON | - | MONUMENT |
| N/F | - | NOW OR FORMERLY |
| NC | - | CONTROL STRUCTURE |
| -P- | - | POWER LINE |
| -P/T- | - | POWER & TELEPHONE LINE |
| PBX | - | POWER BOX |
| PC | - | PROPERTY CORNER |
| PL | - | PROPERTY LINE |
| PM | - | POWER METER |
| POB | - | POINT OF BEGINNING |
| PP | - | POWER POLE |
| PLP | - | POWER & LIGHT POLE |
| PLTP | - | POWER & TELEPHONE & LIGHT POLE |
| PT | - | POWER & TELEPHONE POLE |
| PVC | - | POLYVINYLCHLORIDE PIPE |
| RCP | - | REINFORCED CONCRETE PIPE |
| R/W | - | RIGHT OF WAY |
| -SS- | - | SANITARY SEWER LINE |
| -SS- | - | SANITARY SEWER EASEMENT |
| -S/W- | - | SINGLE-WING CATCH BASIN |
| TBM | - | TEMPORARY BENCHMARK |
| CBX | - | CABLE BOX |
| TMH | - | TELEPHONE MANHOLE |
| TP | - | TELEPHONE POLE |
| TPOB | - | TRUE POINT OF BEGINNING |
| WI | - | WIRE INLET |
| -W- | - | WATER LINE |
| WM | - | WATER METER |
| WMH | - | WATER MANHOLE |
| WV | - | WATER VALVE |

COMBINATION PLAT FOR
**OLD TOWNE
TYRONE PROPERTY**
LAND LOT 140, 7TH DISTRICT
TOWN OF TYRONE
FAYETTE COUNTY, GEORGIA

[illegible]

SHEET
 2
 OF
 2

DATE: 11/17/22
 SCALE: 1:100
 JOB NO.: F218005
 DRAWN BY: LJG
 CHECKED BY: JMS
 DESIGNED BY: JMS
 DATE: 11/17/22