



75 Langley Drive • Lawrenceville, GA 30045-6900
(tel) 770.822.8720 • (fax) 770.822.8735

gwinnettcounty

July 25, 2008

**INVITATION TO BID:
BL091-08**

The Gwinnett County Board of Commissioners is soliciting competitive sealed bids from qualified vendors for the **Sale of Surplus Property at Jones Mill Road and Green Pointe Parkway, Norcross, Georgia** for the Department of Support Services.

Bids should be typed or submitted in ink and returned in a sealed container marked on the outside with the Bid # and Company Name. Bids will be received until 2:50 P.M. local time on **Tuesday, August 19, 2008** at the Gwinnett County Purchasing Office, 75 Langley Drive, Second Floor, Lawrenceville, Georgia 30045. Any bid received after this date and time will not be accepted. Bids will be publicly opened and read at 3:00 P.M. Apparent bid results will be available the following business day on our website www.gwinnettcounty.com.

Questions regarding bids should be directed to Janice Bradshaw, Purchasing Associate III at Janice.bradshaw@gwinnettcounty.com or by calling 770-822-8731 no later than Tuesday, August 12, 2008. Bids are legal and binding upon the bidder when submitted. All bids should be submitted in duplicate.

Gwinnett County does not discriminate on the basis of disability in the admission or access to its programs or activities. Any requests for reasonable accommodations required by individuals to fully participate in any open meeting, program or activity of Gwinnett County Government should be directed to Percy Scott, Gwinnett County Justice and Administration Center, 770-822-7016.

The written bid documents supersede any verbal or written prior communications between the parties.

Award will be made to the vendor submitting the highest responsive and responsible bid. Gwinnett County reserves the right to reject any or all bids, to waive technicalities, and to make an award deemed in its best interest. With limited response, Gwinnett County reserves the right to extend the solicitation opening date as appropriate in order to assure a competitive procurement process.

All companies submitting a bid will be notified in writing of award. We look forward to your bid and appreciate your interest in Gwinnett County.

Janice Bradshaw

Janice Bradshaw, CPPB
Purchasing Associate III

:jb



This Page Should Be Returned As Your Bid

BID SCHEDULE

PRICE FOR PROPERTY

Jones Mill Road at Green Pointe Parkway
Norcross, GA.

\$ _____

Tax Map Reference: 6-281-044

Sale will be to the highest responsible bidder, **for a price not less than the appraised value of \$465,000.00** in accordance with O.C.G.A. 32-7-4 and upon recommendation of the user department and approval of the Board of Commissioners.

Fair Market Value is \$465,000.00

Property will be sold by "Quit Claim Deed". Sale is subject to approval of the Gwinnett County Board of Commissioners in a regularly scheduled public meeting (first and third Tuesdays of each month). Documents will be executed between the successful bidder and Gwinnett County.

Successful bidder must close on property within 30 days of the Notice to Award.

Legal Business Name _____ Federal Tax ID _____

Address _____

Does your company currently have a location within Gwinnett County? Yes ☐ No ☐

Representative Signature _____

Print Authorized Representative's Name _____

Telephone Number _____ Fax Number _____

E-Mail Address _____

LEGAL DESCRIPTION

All that tract or parcel of land lying and being in Land Lot 281 of the 6th District of Gwinnett County, Georgia and being more particularly described as follows:

Commence at the intersection of the extended southern right-of-way of Jones Mill Road (80-foot right-of way) and the extended southwestern right-of-way of Bay Colony Drive (80-foot right-of-way), thence South 30 degrees, 12 minutes, 00 seconds West a distance of 26.66 feet to a point, said point being the TRUE POINT-OF-BEGINNING.

Thence along the southwestern right-of-way of Bay Colony Drive, South 30 degrees, 12 minutes, 00 seconds West a distance of 151.68 feet; thence continuing along said right-of-way on a curvature to the left, an arc distance of 127.05 feet to a point, said arc being subtended by a chord bearing of South 19 degrees, 29 minutes, 43 seconds West and having a chord distance 126.31 feet and a radius of 340.00 feet; thence North 81 degrees, 12 minutes, 34 seconds West a distance of 50.00 feet to a point, thence North 59 degrees, 42 minutes, 53 seconds West a distance of 321.44 feet to a point; thence North 30 degrees, 17 minutes, 00 seconds East a distance of 120.00 feet to a point; thence North 30 degrees, 00 minutes, 45 seconds East a distance of 180.41 feet to a point on the southern right-of-way of Jones Mill Road; thence along said right-of-way South 61 degrees, 18 minutes, 16 seconds East a distance of 199.25 feet to a point; thence continuing along said right-of-way on a curvature to the left an arc distance of 106.98 feet, said arc being subtended by a chord bearing of South 64 degrees, 22 minutes, 41 seconds East and having a chord distance of 106.93 feet and a radius of 997.70 feet; thence along a curvature to the right connecting the southern right-of-way of Jones Mill Road with the southwestern right-of-way of Bay Colony Drive an arc distance of 54.32 feet to a point, said arc being subtended by a chord bearing of South 32 degrees, 02 minutes, 56 seconds East and having a chord distance of 44.25 feet and a radius of 25.00 feet, said point being the TRUE POINT-OF-BEGINNING.

Said tract or parcel of land containing 2.446 acres, more or less and being shown on a Survey of Property for Gwinnett County Fire Services, Fire Station #21 by Urban Engineers, Inc. dated 11-16-88, last revised 7-5-89.

BL091-08

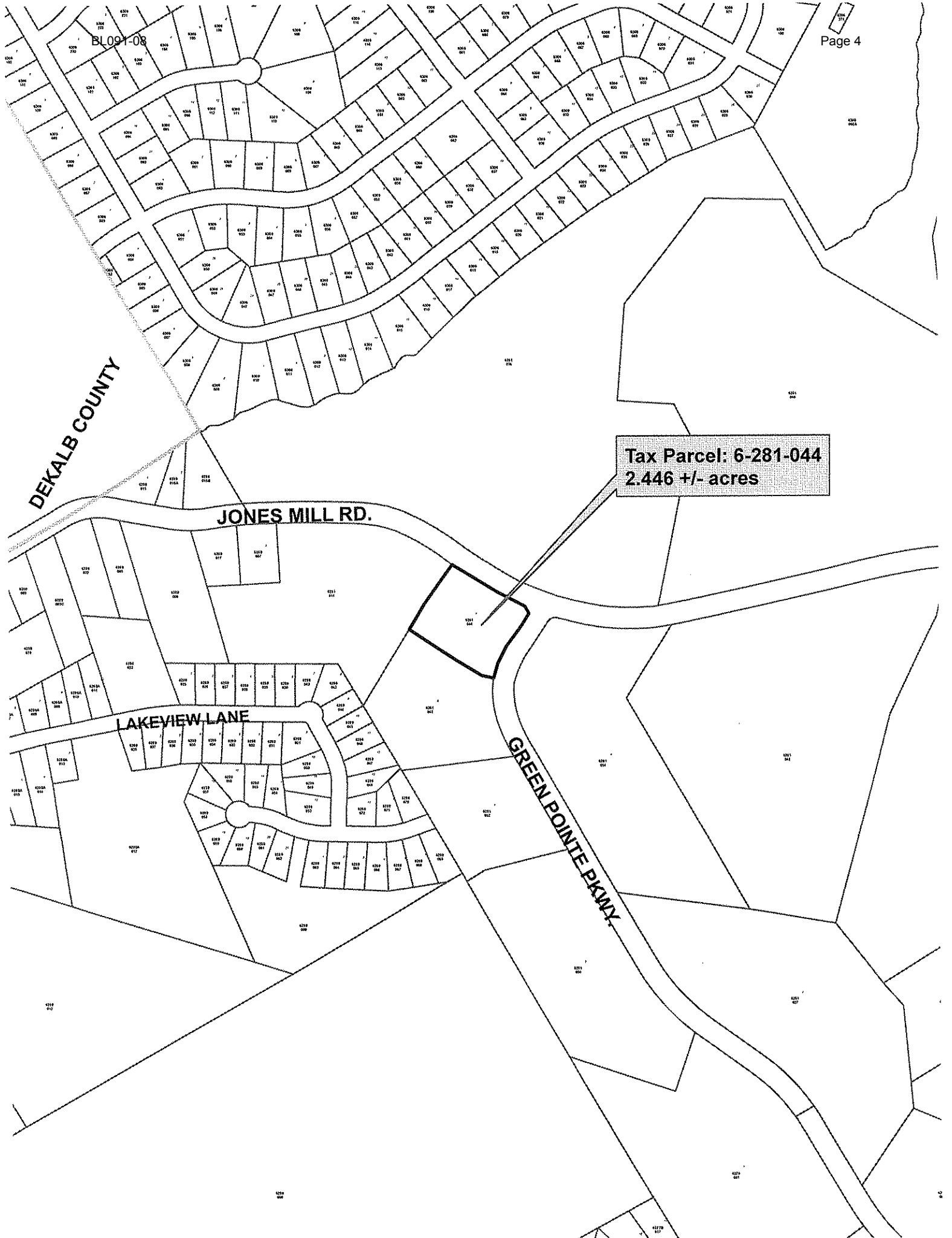
DEKALB COUNTY

JONES MILL RD.

LAKEVIEW LANE

GREEN POINT PKWY.

Tax Parcel: 6-281-044
2.446 +/- acres



REAL ESTATE VALUATION

**2.446 ACRES VACANT LAND
GREEN POINTE PKWY @ JONES MILL RD
FORMER FIRE STATION #21 SITE
NORCROSS, GWINNETT COUNTY, GA 30092**



**VALUATION DATE
JANUARY 21, 2007**

**PREPARED FOR:
JERRY MOORE, REAL PROPERTY SPECIALIST
REAL PROPERTY MANAGEMENT
GWINNETT COUNTY
75 LANGLEY DRIVE
LAWRENCEVILLE, GA 30045-6900**

**PREPARED BY:
ANDY B. ANDERSON, SR/WA, R/W-AC, CCIM
GEORGIA CERTIFIED APPRAISER # 1776**

Anderson Appraisal Associates, Inc.

REAL ESTATE APPRAISERS AND CONSULTANTS

513-A Royal Place
Duck Creek, Georgia 30084
Phone (404) 906-3100
Fax (770) 621-9538
Office (770) 270-9180

Mailing Address
P.O. Box 450233
Atlanta, GA 31145
abanders@bellsouth.net

January 21, 2008

Mr. Jerry Moore, Real Property Specialist
Gwinnett County Real Property Services
75 Langley Drive
Lawrenceville, GA 30045-6900

**Re: 2.446 +/- acres vacant land Tax I.D. # 6-281-044
Former Fire Station #21 Site
Jones Mills Road @ Green Pointe Parkway
Norcross, GA**

Dear Mr. Moore:

In accordance with your request for real estate valuation services in connection with the above referenced, I submit to you the following report describing the methods of approach and pertinent data gathered in this assignment.

The purpose of this assignment is to determine an estimated fair market value for the fee simple interest for the subject property. The report was prepared with the knowledge the intended use is for internal decision-making regarding the potential disposition of the property by Gwinnett County. The site was originally acquired for the purpose of construction of a fire station.

This is a restricted use report and as intended to comply with the reporting requirements set forth under Standard Rule 2-2(c) of the Uniform Standards of Professional Practice for a Restricted Use Report. As such, it presents discussions of the data, reasoning, and analyses that were used in the appraisal process to develop the appraiser's opinion of value.

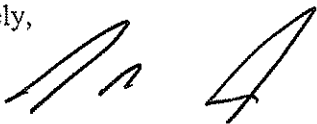
The report estimates the property value on the effective date of the appraisal, which is January 21, 2008.

Based upon my analysis and the research conducted for this assignment, it is my opinion the value is as follows:

**Fee Simple Value Interest as of January 21, 2008:
Four Hundred Sixty Five Thousand U.S. Dollars
\$ 465,000**

I appreciate the opportunity to be of service.

Sincerely,



Andy B. Anderson, SR/WA, CCIM
Georgia Certified Appraiser # 1766

SUMMARY OF SALIENT FACTS AND CONCLUSIONS

Parcel Description: 2.446 acres vacant land

Latest Survey: Urban Engineers dated 11/16/1988

Latest Transfer: July 10, 1989, deed book 5563, page 133

Tax Parcel #: 6-281-044

Location: Land Lot 281, 6th District

Improvements: Currently Vacant

Zoning: M-1 Unincorporated Gwinnett County

Floodplain: 13135C0080F Zone X dated 09/29/2006

Owner of Record: Gwinnett County, Georgia

Site Inspection date: January 3, 2008, January 21, 2008

Date of Valuation: January 21, 2008

Date of Report: January 21, 2008

Intended User: Gwinnett County Department of Support Services

Indented Use: Internal decisional making regarding potential disposition of excess land

Highest and Best Use: To incorporated into compatible uses with the Bay Colony Business Park

Purpose of Appraisal: To determine the market value of the property for potential sell of the site by Gwinnett County as excess land

Interest Appraised: Fair market value of the fee simple interest

Final Market Value 465,000

Conclusion:

A RESTRICTED USE APPRAISAL REPORT SUMMARY FORMAT

PROPERTY	2.446 acres vacant land
ASSESSOR'S TAX I.D. NO.	6-281-044
OWNERS NAME	Gwinnett County, Georgia
PROPERTY LOCATION	Land Lot 281, 6th District SW Intersection of Green Pointe Parkway & Jones Mill Road-Spur
INSPECTION DATES	January 03, 2008 January 21, 2008
DATE OF REPORT	January 21, 2008

EFFECTIVE DATE OF APPRAISAL January 21, 2008

SPECIAL ASSUMPTION: The format of this report (restricted appraisal report) was requested by the client. This appraisal is being prepared under the provisions of the Uniform Standard of Professional Appraisal Practice (USPAP). This report falls into the category of a restricted use appraisal under USPAP being something less than a complete appraisal analysis. This report format provides a summary of the information about the subject property. The summary method provides limited discussion. It is advised that a complete narrative appraisal report be conducted if required by the reader. Portions of this report may need to be expanded upon for further research in any areas deemed by the users of the report. The restricted format provides similar results of the narrative report but in a concise format.

HYPOTHECTICAL ASSUMPTION: The future use of the subject property is impacted by previous granting of easements. These easements are outlined in Deed Book 5563, page 133. There were several deed restrictions placed on the property at the time of acquisition by Gwinnett County in July of 1989. These are shown on Exhibit B (page 5563, page 135). These items are major factors of consideration by the appraiser.

FUNCTION OF THE APPRAISAL The purpose of this appraisal is to estimate a value of the fee simple interest of the market value for the subject property. The report will be used for internal decision-making regarding future use of the subject property. The property may be sold by Gwinnett County as excess land in the near future.

INTENDED USE OF REPORT: The intended use of this appraisal is for internal decision-making regarding the future use of the site and to determine the value prior to marketing the site.

INDENDED USERS OF REPORT: The readers of the report are personal with Gwinnett County Department of Support Services. The report is prepared for their sole use. The report is prepared in summary format and, therefore, any third party readers may require additional documentation to fully understand the report. The person requesting the report is Jerry Moore, Real Property Specialist with the Gwinnett County Department of Support Services located at 75 Langley Drive, Lawrenceville, GA 30045.

COMPETENTNCY OF APPRAISER: The author of this report is Andrew B. Anderson. The author is a Certified Appraiser with the Georgia Real Appraiser Board and is a licensed Broker with the Georgia Real Estate Commission. The appraiser maintains a current license and has met all continuing education requirements through April 30, 2008 and has completed all required USPAP educational requirements with the Appraisal Institute through October 1, 2008. The appraiser holds the CCIM designation and is an MAI General Associate. The appraiser is a Senior Member of the International Right of Way Association and holds both the SR/WA and appraisal certification designations (R/W-AC). The appraiser has completed numerous vacant land appraisals in Gwinnett County and has experience with commercial use land tracts.

COMPENSATION OF APPRAISER: The appraisal is being compensated a flat fee for preparation of this appraisal report. The fee is based on time required to analyze market sales, research pertinent matters related to the market value of the subject property and preparation of these findings for this report. The appraiser is not being compensated based on the final value conclusion or a predetermined value prior to commencing work on the assignment. In the event additional work is required, then the appraiser is expected to receive compensation beyond the fees from the preparation from this original report.

NAME OF APPRAISER:

Andrew. B. Anderson, SR/WA, CCIM
Georgia Certified Appraiser #1766

ORDERLY LOGIC OF REPORT VALUATION: In this report, the appraiser will communicate the value conclusion by researching the market for sales of similar properties, which have sold in the immediate market area of the subject. These sales will provide an indication of the market value based on the price paid by willing buyers and sellers in the marketplace. The appraiser will then report the value conclusion as of the date of this report.

SCOPE OF REPORT: In this report, we will review one of the common approaches to value. The three traditional approaches would be, **the market approach** that involves reviewing the sales of similar properties in the market place and the **income approach** that determines the value from an investment viewpoint. The **cost approach** gives an indication of value based on the replacement cost of the property. The **market approach** will be reviewed in this report. In the process of producing this report, the appraiser has obtained information from the Gwinnett County, market data from trade sources such as LoopNet Listing service, CCIM Site to do Business for custom market reports and public records for deed and tax information. For market sales transactions, searches were conducted using market information providers such as DataBank, Dorey's and COMPS.

An environmental study indicating any endangered plant or animal types is outside the scope of this assignment. Archaeological sites or historical graveyards were not researched as part of the assignment. A complete Phase I Environmental Report has not been completed as of the date of the report.

Scope of Work

The Uniform Standards of Professional Appraisal Practice (USPAP) defines scope of work as “the amount and type of information researched and the analysis applied in an assignment.” USPAP states the “burden of proof” for the scope of work decision rests solely with the appraiser(s), not the client. Scope of work includes, but is not limited to, the following:

- ◆ the degree to which the property is inspected or identified;
- ◆ the extent of research into physical or economic factors that could affect the property;
- ◆ the extent of the data research; and
- ◆ the type and extent of analysis applied to arrive at opinions or conclusions.

Before accepting the assignment, the appraiser(s) conversed with the client, or the client’s agent. During the conversation(s), the client made the following statements, or inferences, which have bearing on the scope of work decision.

The client is the Gwinnett County Department of Support Services-Real Property Management.

The personnel requesting and reading the reports are professionals with numerous years of experience in the real estate field and familiar with valuation issues. Further, the readers are familiar the geographic area in which the subject resides. A personal site inspection was made by the reader prior to requesting the appraisal assignment.

Shown below is a summary of the important aspects of this assignment:

Client’s Prior Engagement of Appraisal Services	Frequent
Intended Users	Gwinnett County Department of Support Services
Supplemental Standard(s) Apply	None Used
Jurisdictional Exception(s) Apply	None Used
Loan to Value Ratio	N/a
Client’s Needed Report Detail	Summary of Research

Evaluation of assignment complexity, by the appraiser(s), in concert with client statements, agreements, and inferences constitute the primary basis for the appraisers' scope of work decision. Elements of the scope of work decision are below.

Assignment Complexity	Moderate
Appraisal Development	Summary
Report Format	Summary
Standard of Value	Market Value
Complies With Reporting Requirements Set Forth in USPAP Standard Rule	2-2(c)
Subject Observation	Exterior
Highest and Best Use	Inferred Analysis

Data verification affects reliability. Direct data verification confirms information used in the report with one or more parties who have in-depth knowledge about the property being appraised, or related financial details. Indirect verification employs information obtained from a secondary source like a data reporting service, a multiple listing service, or another appraiser. Direct verification is generally more time-consuming and costly, but also more reliable.

Data sources included, yet were not limited to the Internet, governmental agencies, demographic service companies, persons involved with the subject or comparables, appraiser files, other real estate professionals, and/or Multiple Listing Services. All information used herein was obtained from seemingly sensible sources. This information was examined for accuracy, is believed reliable, and assumed reasonably accurate. However, no guaranties or warranties for the information are expressed or implied. No liability or responsibility is assumed by the appraiser(s) for any inaccuracy from any seemingly credible information source.

A statement about observation of the subject real estate by the appraiser(s) is listed above. If the subject was observed, this viewing was not as thorough as a professional property inspection. A professional inspector determines the precise physical condition, remaining useful life, and operability of major building components like the structural system, roof cover, electrical system, plumbing, and heating plant. Inspectors typically do not ascertain size of the building, or characteristics of the land. By contrast, an appraiser commonly has concerns about both the land and building. Ordinarily, appraisers do not determine operability, or remaining useful life of building systems. An appraiser typically views, or observes real estate to determine only general attributes like physical condition of the building as a whole, site topography and access, building size, construction quality, floor plan, and functionality of the property as a whole. No probes, investigations, or studies were made to discover unapparent, adverse physical features.

Prior engagement of appraisal services by the client implies a level of awareness about the appraisal process. This awareness may be useful when contemplating an appropriate appraisal development, or level of report detail.

Intended use and intended user(s) should be weighed heavily during the scope of work decision. A single intended user who frequently engages appraisal services is likely very knowledgeable. For this type user, appraisal development and reporting for simple property types might be toward the lower end of the spectrum. By contrast, multiple intended users, especially those with opposing motivations, likely need extensive appraisal development and reporting. Litigation is a prime example when complete appraisal development and detailed reporting is generally warranted.

Highest and best use analyses can be categorized into two groups - inferred and fundamental. A fundamental analysis is quantified from broad demographic and economic data such as population and income. Supply is inventoried. Subject specific characteristics are considered. Then, the relationship between supply and demand is weighed to determine a specific highest and best use for the subject. An inferred analysis uses trends and patterns to infer a general highest and best use for the subject. Market dynamics that might be considered are prices, marketing times, rents, vacancy, and listings of similar real estate. Subject specific studies were not made during the appraisal development process.

Paraphrasing USPAP, Supplemental Standards are requirements issued by governmental agencies, governmental sponsored enterprises, or other entities that establish public policy. These requirements always add to, and do not detract from the RULES and Standard Rules.

A Jurisdictional Exception is an assignment condition, which voids a portion of USPAP that is contrary to law or public policy. When a Jurisdictional Exception applies, only the contrary portion is void. The remainder of USPAP remains in full force and effect. Jurisdiction Exceptions always shrink USPAP, not expand it.

Development of the appraisal included, yet was not limited to, observation of the subject and data verification as stated above, and other steps listed below.

- ◆ consideration of influential market area, physical, economic, and governmental factors
- ◆ determination of the subject's highest and best use(s), if appropriate
- ◆ development of one or more applicable approaches to value
- ◆ reconciliation of value indications, if appropriate
- ◆ preparation of this report

According to USPAP, all valuation approaches that are applicable to the interest being appraised and necessary to produce credible results must be developed. The relevance and development of each major approach is listed below.

	<i>Applicable & Necessary (Developed)</i>	<i>Applicable yet Unnecessary (Omitted)</i>	<i>Not Applicable</i>	<i>Not Applicable But Included At Client's Request</i>
Cost Approach			X	
Sales Comparison	X			
Income Approach			X	

Applicable and necessary approaches were selected for development after consideration of available market data, and the client's intended use. An approach in this category was omitted due to a low degree of accuracy required by our client, and with our client's concurrence. If the income approach was omitted, leases burdening the subject, if any, were not examined to determine their affect on value. An approach considered not applicable was omitted because this valuation methodology is not appropriate for the property being appraised, or sufficient data to properly develop the approach was not available. Any approach judged not applicable, yet included in this report, was developed solely at our client's request. Data used to develop an approach in this last category is likely to have a low degree of comparability to the subject. No emphasis was given an approach deemed not applicable but included.

A site inspection of the subject was made on January 3, 2008. The final inspection was made on January 21, 2008. The date of valuation is January 21, 2008.

INTEREST APPRAISED: The interests being appraised are those of fee simple interest for the market value of the property. The fee simple interest is that of entire ownership right without partial or undivided interest in the title of the property.

MARKET VALUE DEFINITION:

The definition of market value stated can be found in the 2007 Edition of the Uniform Standards of Professional Appraisal Practice (USPAP). The definition is listed below.

1. buyer and seller are typically motivated:
2. both parties are well informed or well advised, and acting in what they consider their best interest:
3. a reasonable time is allowed for exposure in the open market:
4. payment is made in terms of cash in United States dollars or in terms of financial arrangements comparable thereto; and
5. the price represents the normal consideration for the property sold unaffected by the special or creative financing or sales concessions granted by anyone associated by the sale.

PROCESS OF VALUATION In this report, the appraiser will first review the highest and best use of the property. An estimate of the land value will be determined based on sales of land tracts in the immediate vicinity of the subject and what similar land tracts have sold for in the market area. Finally, the market approach will be utilized to determine the overall value of the property.

MARKET PROFILE: The property is located in Norcross, Georgia. A demographic profile of the area has been included in the addendum to the report. Limited discussion is included in this section due to the reader's knowledge of the area.

PROPERTY HISTORY: The subject property was acquired in the name of Gwinnett County, Georgia on July 10, 1989. The grantor was Bay Colony Property Company, Inc.

The subject is encumbered with several easements and deed restrictions. These are shown in deed book 5563, page 133.

The property remains in its natural state. The appraiser is unaware of any prior development or uses of this tract since 1989.

SITE INSPECTION: A site inspection was made on January 3, 2008. A final inspection was made on January 21, 2008.

DATE OF VALUATION: The date of valuation is January 21, 2008.

DATE OF REPORT: The date of the report is January 21, 2008.

RIGHT APPRAISED: Fee simple interest

OWNERSHIP: The subject property was purchased by Gwinnett County on July 10, 1989. The grantor was Bay Colony Property Company. The transfer is recorded in deed book 5563, page 133 of the Gwinnett County Superior Courts office.

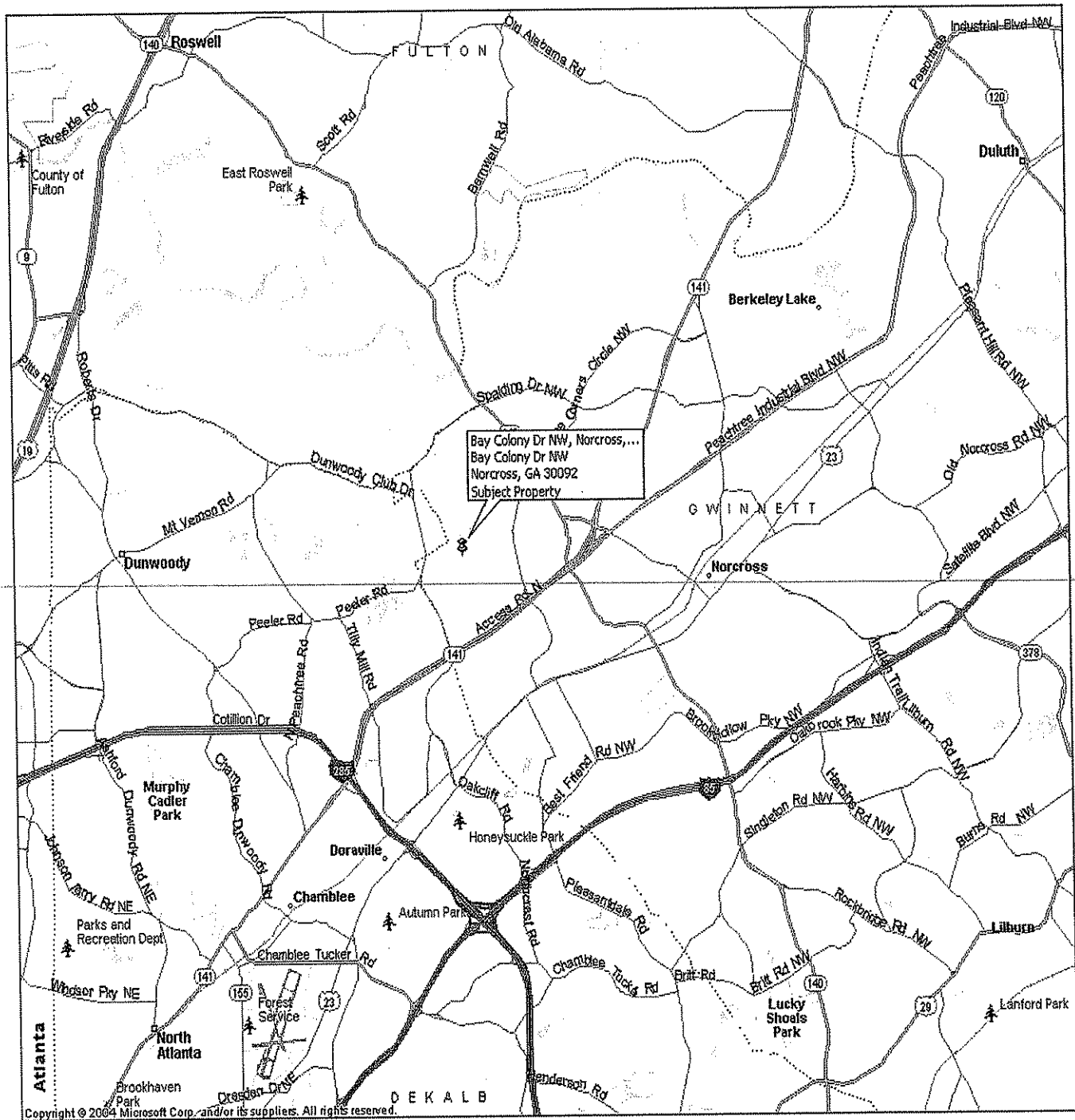
The county has continued to own and manage this property since that date.

GENERAL MARKET AREA: The subject is located near the City of Norcross, which is an incorporated city within Gwinnett County. Gwinnett County is part of the greater 10 county MSA comprising Atlanta. The readers are familiar with the larger metropolitan Atlanta area and, therefore, limited explanation is needed in defining the general market area.

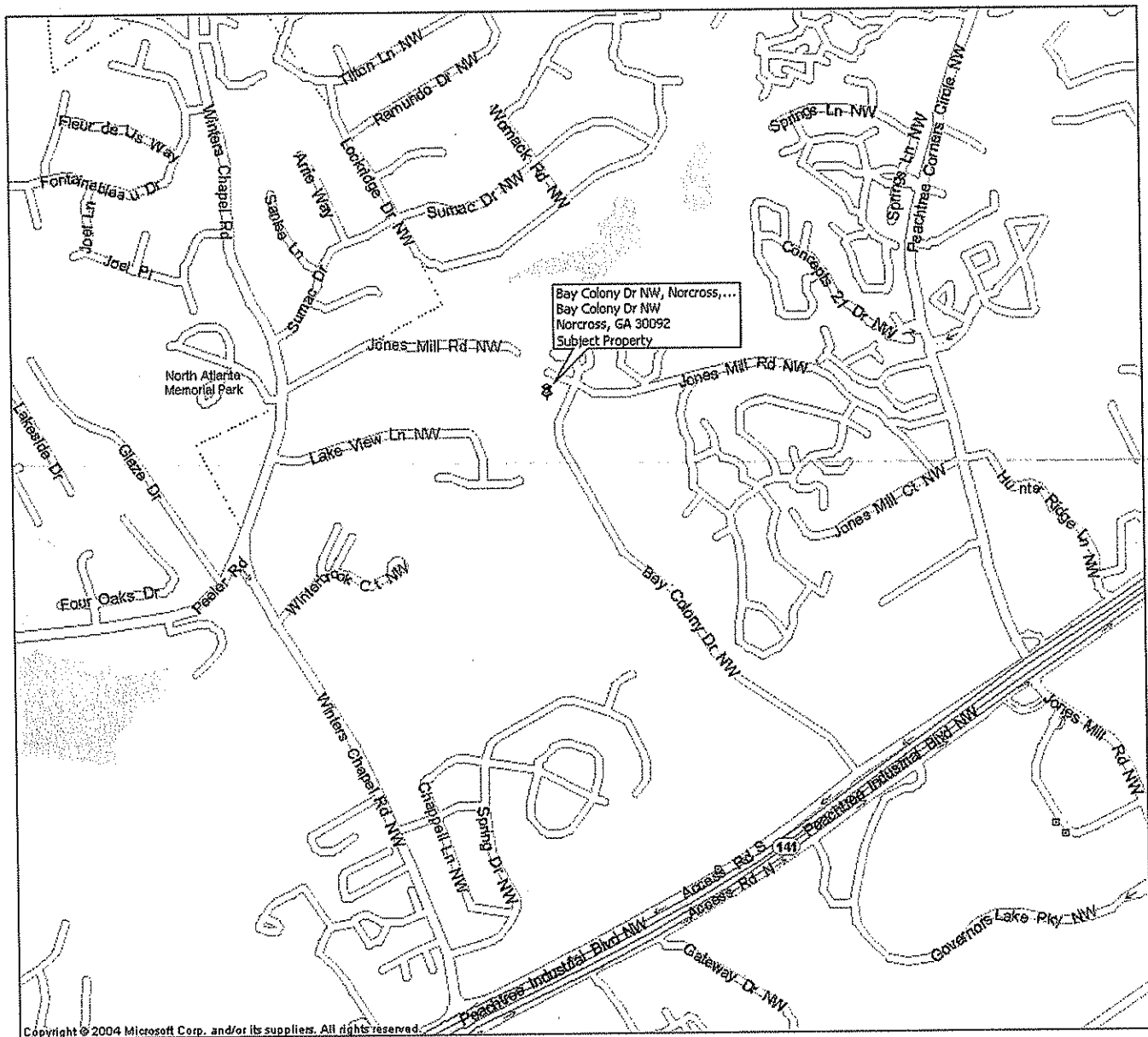
LINKAGE: The subject is located at the southwest intersection of Green Pointe Parkway (former Bay Colony Drive) and Jones Mill Road Spur.

Green Pointe Parkway is accessed via GA Highway 141 from the east. Jones Mill Road is accessed via Peachtree Corners Circle from the north. Both Jones Mill Road and Green Pointe Parkway are two laned asphalt roads which run through the Bay Colony (West) Business Park.

LOCATION MAP:



NEIGHBORHOOD: The neighborhood would be defined as the industrial /business park corridor along the northwestern portion of Gwinnett County. The artery roads running north to south include Peachtree Industrial, Peachtree Parkway and Buford Highway. The east-west artery roads include Jimmy Carter Boulevard, Holcomb Bridge Road, Peachtree Corners Circle and Winters Chapel Road. A complete demographic profile has been included in the addendum.



SUMMARY AND HISTORY OF BAY COLONY INDUSTRIAL PARK:

Bay Colony/Gwinnett Commercial Center is master planned business park which filed its Declaration of Covenant, Restrictions and Easements on April 25, 1980 (deed book 1942, page 155). A plat was recorded in plat book 12, page 181 on March 17, 1980.

The park consists of approximately 94.59 acres located between Peachtree Corners Parkway to the north, Jones Mill Road to the west and Green Pointe Parkway to the south. The section of the business park is known as **Bay Colony-West**.

The uses range from industrial to Class "A" office space.

There is vacant land available for development in this section of the park.

A portion of the overall 94.59 acres is impacted by 100 year flood plain.

The minimum size for a development lot is 1 acre.

SURROUNDING USES AROUND THE SUBJECT:

Across the street

Looking north

Apartment Community

The Ridge @ Crescent Cove

East at the intersection

Vacant Land

Adjoining Southern

Property Line:

Elite Flooring & Design Office Bldg.

Adjoining Western:

Property Line:

Residential zoned vacant land

LAND DESCRIPTION:

Location:	SW Intersection of Jones Mill Road @ Green Pointe Parkway
Shape:	rectangular (300' x 284' x 278' x 371')
Size:	2.466 acres or 106,548 +/- sq. ft.
Frontage:	Approximately 300+/- linear ft. along Jones Mill Road Approximately 284 +/- linear ft. along Green Pointe Pkwy
Depth:	varies from 371 linear feet along western border to 278 linear feet along the southern border
Topography:	Rolling site with elevation change sloping from front to rear. There is a 16' ft. elevation change from the front of the property to the rear
Ground Cover:	Natural foliage and mature trees. The tract is almost entirely covered by trees with exception of open strips of land along property frontage
Soil/Subsoil Conditions:	No detrimental conditions were noted
Drainage:	Drainage appears adequate
Flood Plain:	13135C00080F Zone X dated 09/29/2006
Utilities:	Electricity, Water and Natural Gas

TOPOGRAPHY:

Sloping from front to rear with 16' elevation changes
The enclosed topography map shows the site elevation ranging from 990 to 974 ft. The majority of the development area varies from 984 to 990 ft.

FLOODPLAIN: The property is found on 13135C00080F dated September 29, 2006. A separate map has been included which highlights the floodplain area. The survey prepared by Urban Engineers dated 09/16/1988 does not show floodplain areas.

UTILITIES: Electrical, gas, water, phone and cable service is provided to the owners located in the Norcross area. It is, therefore, reasonable to assume the subject would have access to these utilities. The subject has a 10" water line which runs along Green Pointe Parkway. There are no existing sewer lines shown on the Gwinnett GIS map located on the subject property.

EASEMENT & ENCROACHMENTS: There are typical easements and restrictions noted for the subject property. These are shown on Exhibit "B" on the deed recorded in deed book 5563, pages 135. There are numerous easements and encroachments outlined on this exhibit.

Some the deed restrictions may be lifted by Gwinnett County since the site will no longer be used as a potential fire station site.

Presently, the access is limited to the Jones Mill Road side of the property.

There are 50 ft. building setback lines located on all 4 sides of the property. On the Green Pointe Parkway and southern border, there are 50 ft. undisturbed buffer requirements.

These will have an influence of the future use of the site.

CURRENT ZONING M-1 Gwinnett County

CURRENT USE Vacant Land

PROPERTY TAXES: The subject property consists of one tax parcel. Listed below is the 2006 information.

Tax I.D. # 6-281-044 2.446 +/- acres land

Land Value	212,500
Improvement Value	0
Total	212,500

Total Value	40% Asmt.	Milage Rate	2007 Taxes
212,500	85,000	N/a	N/a

The overall 2007 value would be 212,500. The property is exempt from paying taxes since it is owned by the county.

HIGHEST AND BEST USE "Highest and Best Use" is defined as the reasonable and probable use that will support the highest present value, found to be physically possible, legally permissible, appropriately supported, financially feasible and which results in the highest return to the land. It is the appraiser's opinion, the highest and best use of the subject property is to be used for industrial or office purposes.

Physically Possible: The subject is a rectangular shaped tract consisting of 2.446 acres. The site is slightly sloping with a natural buffer surrounding the property lines. The site has good functionality with minimal loss of use due to shape. The site is generally level with elevation changes of less than 16 feet. The subject has road frontage along two asphalt paved roads. The access may be limited to Jones Mill Road based on deed restrictions.

Legally Permissible: The legal permissible uses pertain to M-1 zoning. The property's current use is legally permissible. This zoning allows for a variety of industrial and office uses. The existing zoning is deemed to be appropriate for the subject. The subject is required to comply the deed restrictions and covenants outlined in deed book 5563, pages 135-136 and the Declaration of Covenants, Restrictions and Easements recorded in deed book 1942, page for Bay Colony/Gwinnett Commercial Center.

ZONING AND REGULATIONS:

M-1

Min. Lot Size	Front Setback	Rear Lot Setback	Side Lot Line
1 acres	50 ft.	50 ft.	20 ft. county 50 ft. per site plan

Financially Feasible. Financing from traditional lending institutions would be available for commercial properties in this area. The feasibility of a project is in large part contingent upon credit worthiness of the applicant and viability of the project. Interest rates remain favorable and capital is available for commercial projects.

INCOME APPROACH: The income approach will not be used in this report. The property is vacant land has not been placed into production.

COST APPROACH: The cost approach was not considered to be relevant for the subject property.

MARKET VALUE APPROACH: The market value approach reviews the sales of other similar properties in the market in an effort to determine the market value of the subject. These sales are qualified based on the there similar features to the subject and any dissimilarities are adjusted to account for these differences, a correlation then is made between the comparable properties and there relationship to the subject. A value is determined based the sale of similar properties in market and what a reasonable sales price the subject would bring if it were offered on the open market. The appraiser will approach the market approach by determining a land valuation based on sales of land tracts in the immediate market area.

Sales were researched in the immediate Norcross market areas which have occurred in the last 36 months. The comparables were of a similar size range and have similar zoning as the subject. The sales researched were for O & I and M-1 sales in the range of 1 to 4 acres. The subject is a M-1 zoned tract which contains 2.446 acres and is located in a master planned business park.

The comparable sales are now presented:

Executed Sales:

Sale #1 3045 Jones Mill Road, LL 275, 6th Dist: The 1.22 acre parcel was listed for sale by King Realty for 195,000. The site sold for 195,000 on October 28, 2005. Paramount Development and Construction, LLC. purchased the site form Colonial Development Company SE. The site was acquired for industrial purposes and storage of construction equipment. The property is located directly across from Bay Colony Drive near the intersection of Peachtree Industrial Boulevard. The site is generally level and has good access and visibility from Jones Mill Road. The purchase price translates into a price of 159,836 per acre. The property would be east of subject on Jones Mill Road.

Sale #2 Nancy Hanks Drive, LL 217, 6th Dist.: Gazelle Partners sold the 1.361 acre tract on September 15, 2006 to Faast Leasing. The site is located between Best Friends Road and Crescent Drive. The property is bordered by Nancy Hanks Drive and a Southern Railway Line to the east. The property is identified as Lot 2 on the survey (Plat 107, page 81). The site will contain a detention pond on the southern portion. The property is slightly sloping upward along Nancy Hanks Drive. The shape is triangular. The property has good frontage and access from Nancy Hanks Drive.

Sale #3 2883 Simpson Circle, LL 258, 6th Dist.: The 2.897 acre tract is known as Tract 2 on the survey prepared for Life Gas Atlanta. The property was purchased on September 19, 2005 for 770,000. The purchase price translates into 267,454 per acre. The site is located near the intersection of Buford Highway and Simpson Circle. The property is slightly below grade but has good access from Simpson Circle. The property was developed with an industrial style (metal/block) building which will be used by Life Gas of North America.

Sale #4 Shackleford Road @ Timmers Way, LL 200, 6th Dist.: The 1.171 acre tract sold for 318,458 on December 22, 2006. The site is located at the intersection of Shackleford Road and Timmers Way in Gwinnett Park. This is an industrial park located adjacent to I-85 off of Beaver Run Road. The property is adjacent to other tracts owned by religious organizations and the subject is believed to have been purchased for this type of use versus office or industrial uses. The site is slightly rolling and is bordered by a power line. The property has good access and visibility.

Sale #5 3705 Engineering Drive, LL 302 & 303, 6th Dist.: Jettison, LLC sold the 3.5414 acre tract to CP-TP on June 30, 2005. The consideration was shown to be 625,000. The purchase price translates into a per acre price of 176,553. The property is located near the intersection of Engineering Drive and Spalding Drive. The site is a corner location that is slightly below grade. The property would fall under the restrictive covenants of Technology Park. Two separate office buildings have been constructed on the site. The property is known as Lot 4 on the plat. The site is considered as superior to the subject due the access and visibility from Spalding Drive.

Sales #6 Spalding Triangle, LL 320, 6th Dist.: The sale involved two tracts of land shown on the survey as Lot 1-E , Block C 1.063 acres and Lot 1-C Block C containing 1.514 acres for a total of 2.577 acres. The property was sold by Dan Cowart, Inc. to Office Suite Plus Properties, Inc. on August 16, 2005 for 825,000 (320,139 per acre). The property is well located in the Spalding Triangle Business Park. The subject site has good access and visibility from Peachtree Parkway. The site is generally level.

Shown is a summary of the sales comparables prior to adjustment.

LOCATION	TAX I.D. #	ACRES	SALES DATE	SALE PRICE	PRICE PER SQ. FT.	PRICE PER ACRE
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Subject

Jones Mill @ Green Pt.	6-281-044	2.446				
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Comparables

1	Jones Mill	6-275-048	1.22	10/28/2005	195,000	3.67	159,836
2	Nancy Hanks Dr.	6-217-057	1.36	9/15/2006	220,000	3.71	161,646
3	2885 Simpson Road	6-258-054	2.88	9/19/2005	770,000	6.14	267,454
4	Shackleford Road	6-200-014	1.17	12/22/2006	318,400	6.25	272,137
5	3705 Engineering Dr.	6-302-170	3.54	6/30/2005	625,000	4.05	176,554
6	Triangle Drive	6-302-156	2.58	8/16/2005	825,000	7.35	320,140

Shown on the following page is a sales adjustment grid. From the 6 sales, 3 sales were selected to directly compare to the subject. Each of the 6 sales are included since they were reviewed in an effort to determine the market value for the subject.

	Subject	Sale 1	Sale 2	Sale 3
Parcel				
Location	Jones Mill Road @ Green Pointe Pkwy	3045 Jones Mill Road	2085 Nancy Hanks Drive	2883 Simpson Circle
Consideration		\$195,000	\$220,000	\$770,000
\$Per Acre		\$159,836	\$ 161,646	\$267,454
Date of Sale		10/28/2005	09/15/2006	09/19/2005
Time Adjustment		+6.25%	+3.75%	+6.75%
Adjusted Value		207,188	228,250	821,975
Adjusted Price Per Acre		169,825	167,707	285,507
Utilities	Available	All available	All available	All available
Zoning	M-1	M-1	M-1	M-1
Shape	Rectangular	Rectangular	Triangular	Rectangular
			Positive	
Size-Acres	2.446	1.22	1.361	2.879
		Positive	Positive	Negative
Topography	Gen. Level	Gen. Level	Sloping	Generally level
			Positive	
Utility	Good	Good	Average	Good
			Positive	
Location	Average	Superior	Average	Good
		Negative		Negative
Access	Jones Bridge Road Green Pointe Pkwy	Jones Mill Road	Nancy Hanks Drive	Simpson Circle
Net Adjustment		Positive	Positive	Negative
Adj. Site Value		227,905	253,000	616,480
Adjusted Per Acre	190,105	186,807	185,892	214,130
Adj. Price Per Sq. ft.	\$4.364	\$4.289	\$4.268	\$4.916

ADJUSTMENTS:

Time: A market condition annual adjustment of 3% was applied to the comparable sales. This was based on improved market conditions and general economics.

Utilities: The subject and comparables were all assumed to have access to utilities.

Zoning: Under the M-1 zoning category a variety of uses would be allowed. The sales were selected based on similar types of uses as permitted by similar commercial zoning.

Size: The comparables ranged from 1.17 to 3.54 acres. The subject is 2.446 acres. Sales #1-1.22 acres, Sales #2 -1.361 acres and Sales #3 -2.879 acres. These would be the size for small commercial sites. Positive adjustments were required to the overall site value for Sales #1 and #2 due to the fact they were smaller sites than the subject. Sales #3 was 2.879 acres and a negative adjustment was required for this sale.

Topography: The elevations are reviewed in this report and shown on the adjustment grid. The subject is generally level with some elevation declines along the border of the site. The subject and Sales #1 and #3 were generally level. Sale #2 is sloping upward along Nancy Hanks Drive and was deemed to have less favorable topography. A positive adjustment was required for this sale.

Utility: The subject has good utility with a rectangular shape with minimal loss due to shape. The subject is required to have a 50 ft. undisturbed buffer along Green Pointe Parkway and along the southern property line. There would be some loss of use due to this factor and the decline in elevation. Sales #1 and #3 were also deemed to be good in the area of site utility. Sale #2 was considered as "average" due the triangular shape of the site and rail line to the north of the site. A positive adjustment was required to this sale.

Location: The subject is an interior lot without visibility from a major artery road. Therefore, the subject was deemed to be an average location. Sales #1 was located directly on Jones Mill Road and was considered as a superior location due to visibility and access. Sale #2 was considered as an average location due to the fact it is located between two artery road (Crescent Drive and Best Friends Road). Sales #3 was considered as a "good location" due to the location near the intersection of Buford Highway and Simpson Circle. Negative adjustments were required to Sales #1 and #3.

Access: The subject would only have access from Jones Mill Road per the deed restrictions. The subject and comparables were all deemed to have suitable access and no adjustments were required in this area.

The sales comparables ranged from 159,836 to 320,140 per acre prior to adjustment. The overall site values ranged from 195,000 to 825,000.

The adjusted price per acre ranged from 186,807 to 214,130.

Sales #5 and #6 were included since they were for recent office building site sales in the immediate area. These sales were for 176,554 and 320,140 per acre. Sale #5 was for the Corners Office Building and Sales #6 was for Office Suites Plus located on Triangle Drive.

Sale #4 was included since was a similar corner location in an established business park. This property was acquired for 318,400 or 272,137 per acre. The site was deemed superior since it was adjacent to I-85 and has better access and a more desirable location.

These notes are made since the appraiser researched the market for similar size and use tracts in the immediate Norcross area. These 6 sales all were reviewed for applicability in determining the market value for the subject.

Exposure Time:

Definition: (USPAP-Statement 6): "The estimated length of time the property interest being appraised would have been offered on the market **prior** to the hypothetical consummation of sale at market value on the effective date of the appraisal".

The exposure time for this time of this type of property was found to be 6 to 12 months. This time range is based upon discussions with local brokers and data obtained for reporting services.

Marketing Time:

Definition (Advisory Opinion 7): "an opinion of the amount of time it might take to sell a real estate or personal property interest at the concluded market value during the period immediately after the effect date of the appraisal".

The marketing time for the subject is estimated to be 6 to 12 months. In estimating the marketing time, the appraiser reviewed market activity and current economic climate. Presently, there is stable demand and limited supply. Investors and developers and being cautious as the economy is showing signs of a slowdown.

As of the appraisal date of January 21, 2008, economic forecasters are indicating a possible recession may occur in 2008 or 2009. This could have a major impact on the marketability of the subject. The demand for vacant land will decrease as we go into a recessionary period. There is often a slow recovery period in which new development lags behind the recovery. The appraiser makes this note since the market price for land can fluctuate based on demand. There is the possibility there would be a 2 to 5 year period in which there could be little demand for new construction. The marketing time would then need to be extended beyond 1 year. This is an important item which will develop in the next several months.

CONCLUSION AND APPRAISER'S OPINION:

The appraiser reviewed some the positive and negative factors regarding the subject property.

Positive items for subject include:

- Location in an established business park with covenants and restrictions
- Proximity to Peachtree Parkway and Peachtree Circle
- Concentration of office and industrial activity in the immediate area
- Synergy of surrounding developments
- Area of increased demand and few newer developments
- Corner location
- Level site

Negative Factors:

- Usable area is restricted by easements
- 50 ft. Buffer required for adjoining properties
- Topography varies from 990 to 976 ft.
- Interior site with limited visibility from a major artery road
- Sewer line not run directly to the subject site
- Market activity to vacant land expected to decline for 2008

The land valuation for the subject was determined to be 190,105 per acre for a total site value of 465,000.

In the final analysis, the executed sales of office/industrial use land tracts were deemed to yield the highest value. The appraiser's opinion of value is based on these findings. The sales comparables were research to find the closest in proximity to the subject with similar features.

These sales fell within the range of 159,836 to 267,454 prior to adjustments. Subsequent to adjustment, the values ranged from 186,807 to 214,130 per acre.

There are three factors the appraiser would like to make additional note for the reader:

- **The subject is corner location with limited visibility from a major artery road. The location within this submarket is desirable but the location of the particular site in the park is less than some users would prefer.**
- **The potential for a downturn in the market for new development is a real possibility during 2008. There is an existing inventory of land which may be more desirable located in the Peachtree corners market area. This could cause a downward market value for the subject in the immediate future.**
- **A full due diligence study of the subject has not been conducted by a user. The due diligence may find that portions of the southern portion of the site are undevelopable. The hill slope and required natural buffer area may yield portions of the site as unusable. Also, there is no sewer line located on the subject site. The cost of obtaining sewer access is unknown at the present time. The usable area and cost of sewer are variables which would be reviewed by a potential purchaser.**

These notes are made since developers will study the site and base a purchase price on the suitability of the property for development. This would influence the potential purchase price. The marketing time and market conditions will also be important considerations. For the next several months, there may a decline in market prices for vacant land.

In the event Gwinnett County would like an accelerated market time for the subject (3 to 6 months), then the value of the site would need to be discounted to reflect this fact. The marketing period may need to be extended beyond 6 months to reflect the decline in demand expected for 2008.

Based on the research conducted, the appraiser's opinion of value as of January 21, 2008 is as follows:

Land valuation summary:
2.446 acres x 190,105 per acre = 464,996
465,000 (rounded)

FEE SIMPLE INTEREST
FOUR HUNDRED AND SIXTY FIVE THOUSAND U.S. DOLLARS
\$465,000

ADDENDUM

LOCATION MAP

AERIAL PHOTOGRAPH

SUBJECT PHOTOGRAPHS

TAX PARCEL MAP

SURVEY

TOPOGRAPHY MAP

FLOODPLAIN MAP

UTILITY LOCATION MAP

DEED/LEGAL DESCRIPTIONS

DEMOGRAPHIC REPORT

COMPARABLE LAND SALES MAP

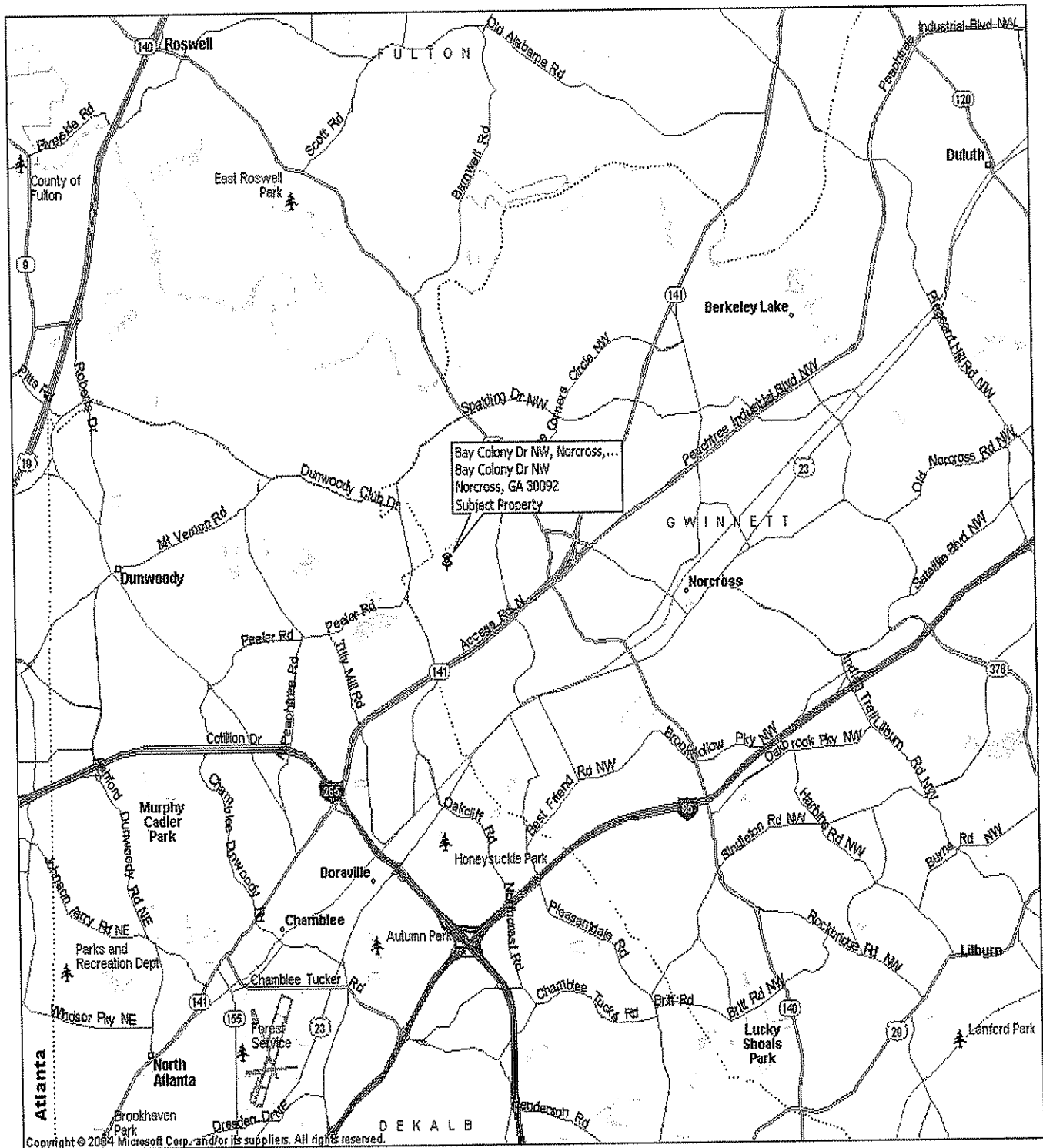
COMPARABLE LAND SALES

CERTIFICATION OF APPRAISER

ASSUMPTIONS AND LIMITING CONDITIONS

QUALIFICATIONS OF APPRAISER

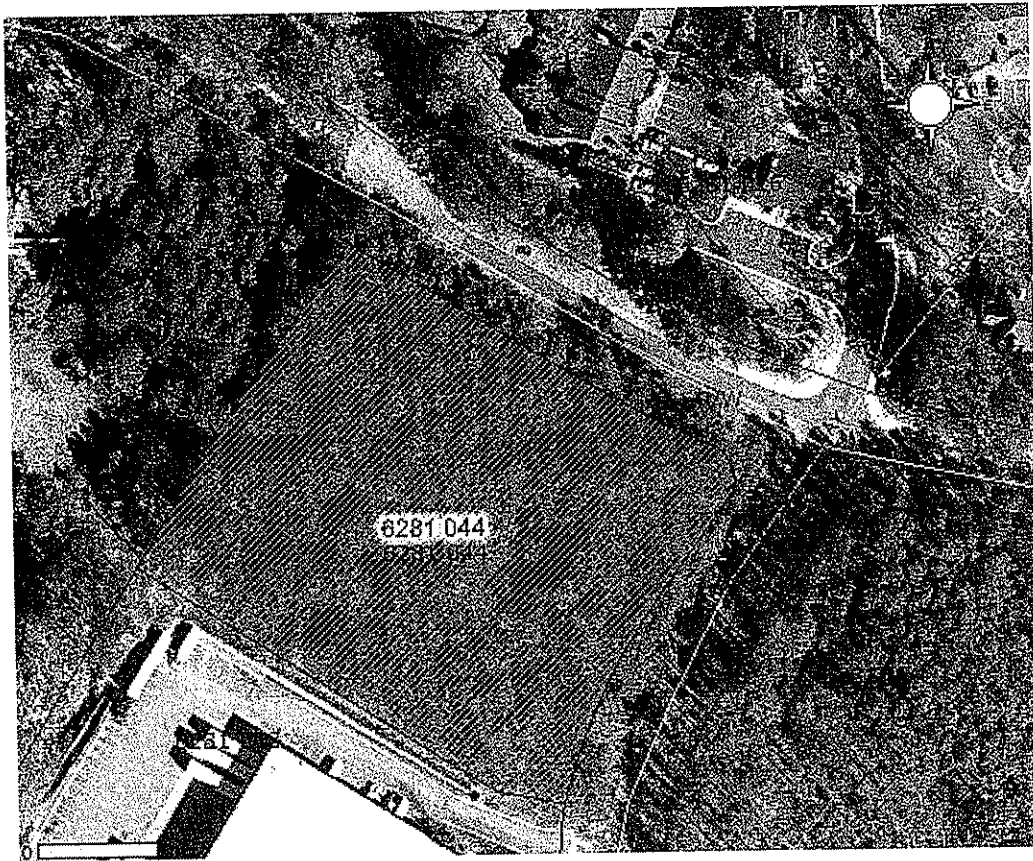
LOCATION MAP



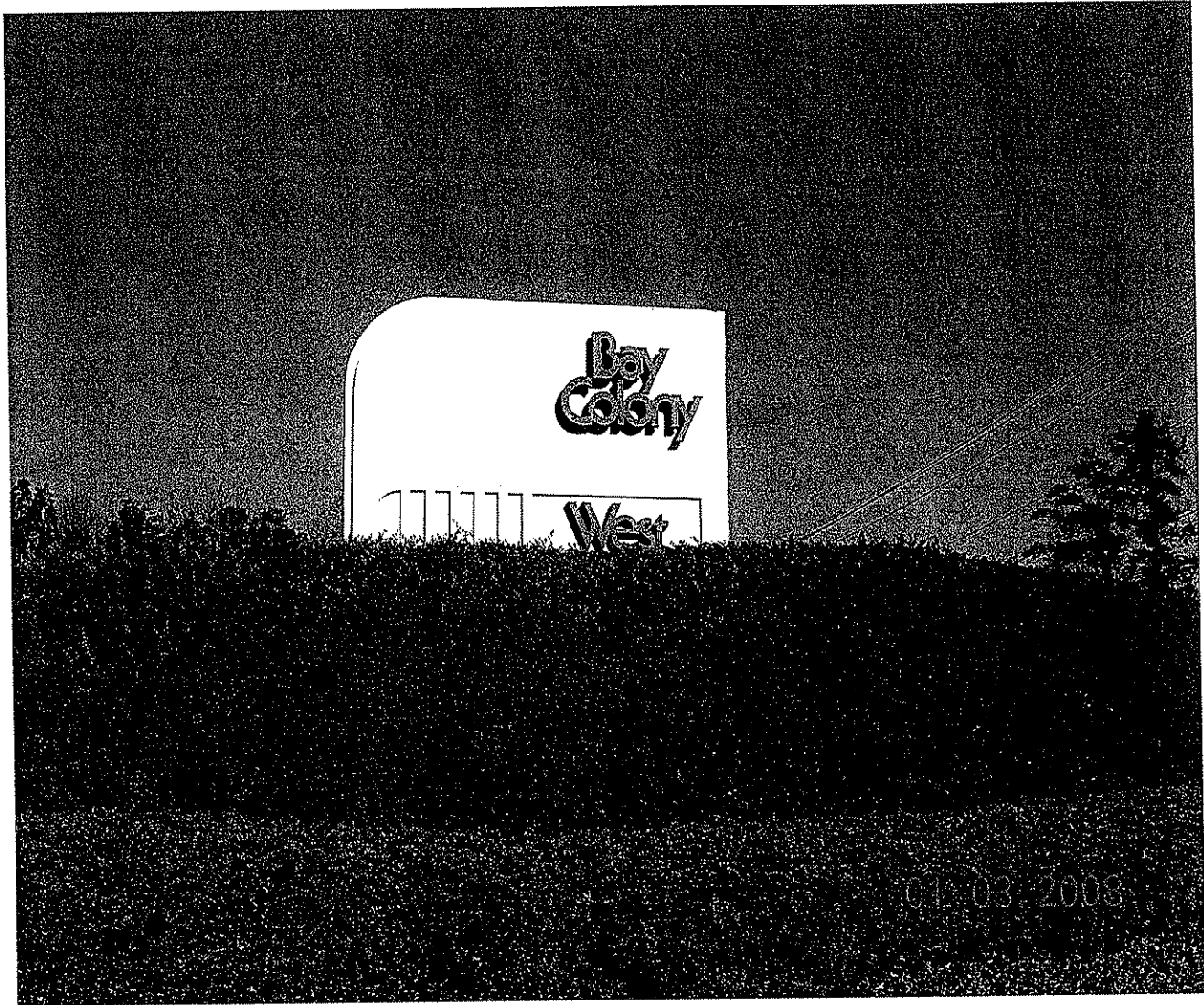
AERIAL VIEW



AERIAL VIEW



SUBJECT PHOTOGRAPHS



**Photograph: View of entrance signage to business park taken from Peachtree Parkway
Taken by Andy B. Anderson 01/03/2008**

SUBJECT PHOTOGRAPHS

**Photograph: Front view of subject taken from the intersection of Green Pointe Parkway and Jones Mill Road looking south
Taken by Andy B. Anderson 01/03/2008**

SUBJECT PHOTOGRAPHS

**Photograph: View of Green Pointe Parkway looking south along property frontage
Taken by Andy B. Anderson 01/03/2008**

SUBJECT PHOTOGRAPHS

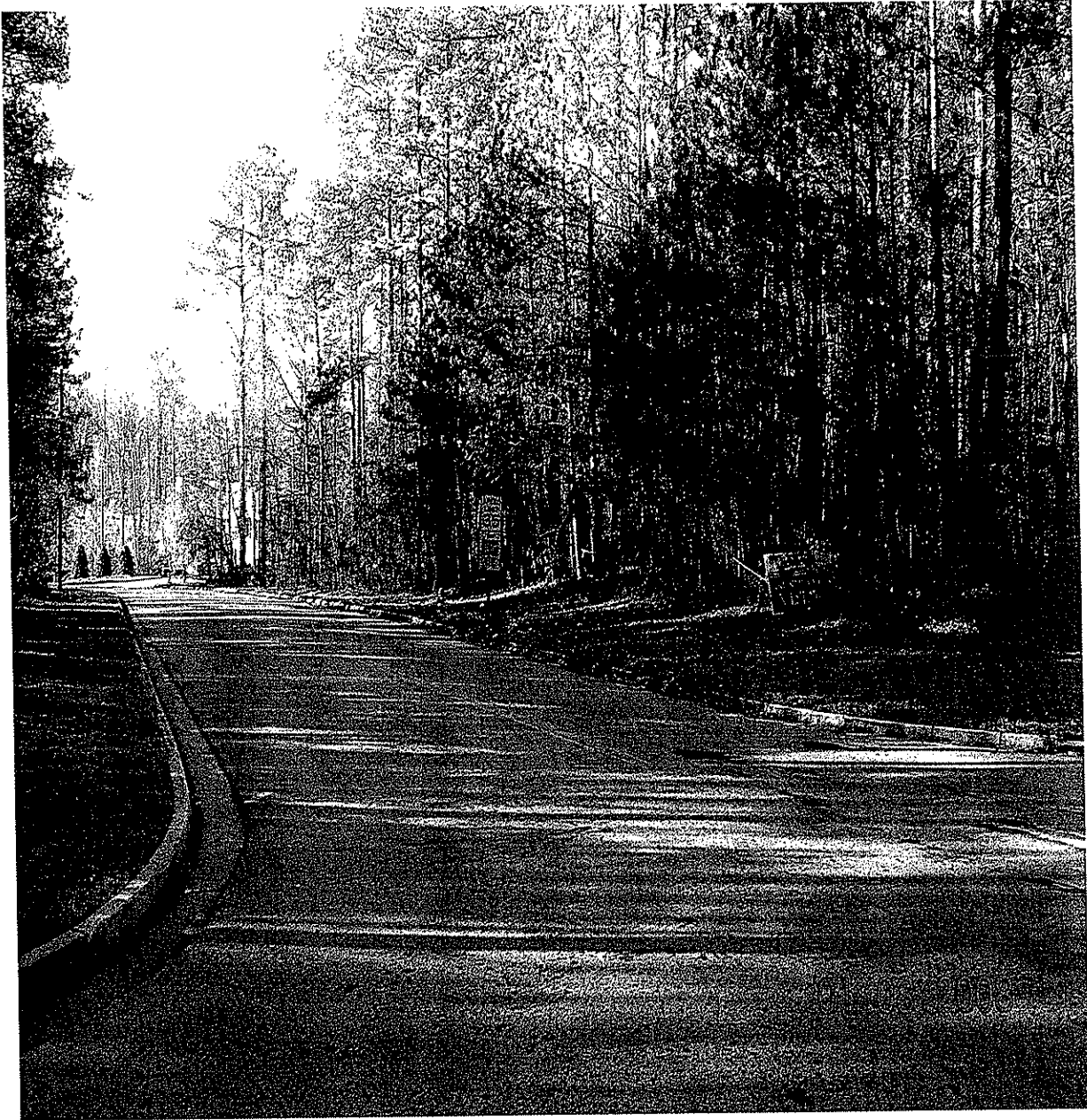


**Photograph: View of Jones Mill Road looking west along the property frontage
Taken by Andy B. Anderson 01/03/2008**

SUBJECT PHOTOGRAPHS

Photograph: View of Jones Mill Road looking west from the intersection of Green Pointe Parkway
Taken by Andy B. Anderson 01/03/2008

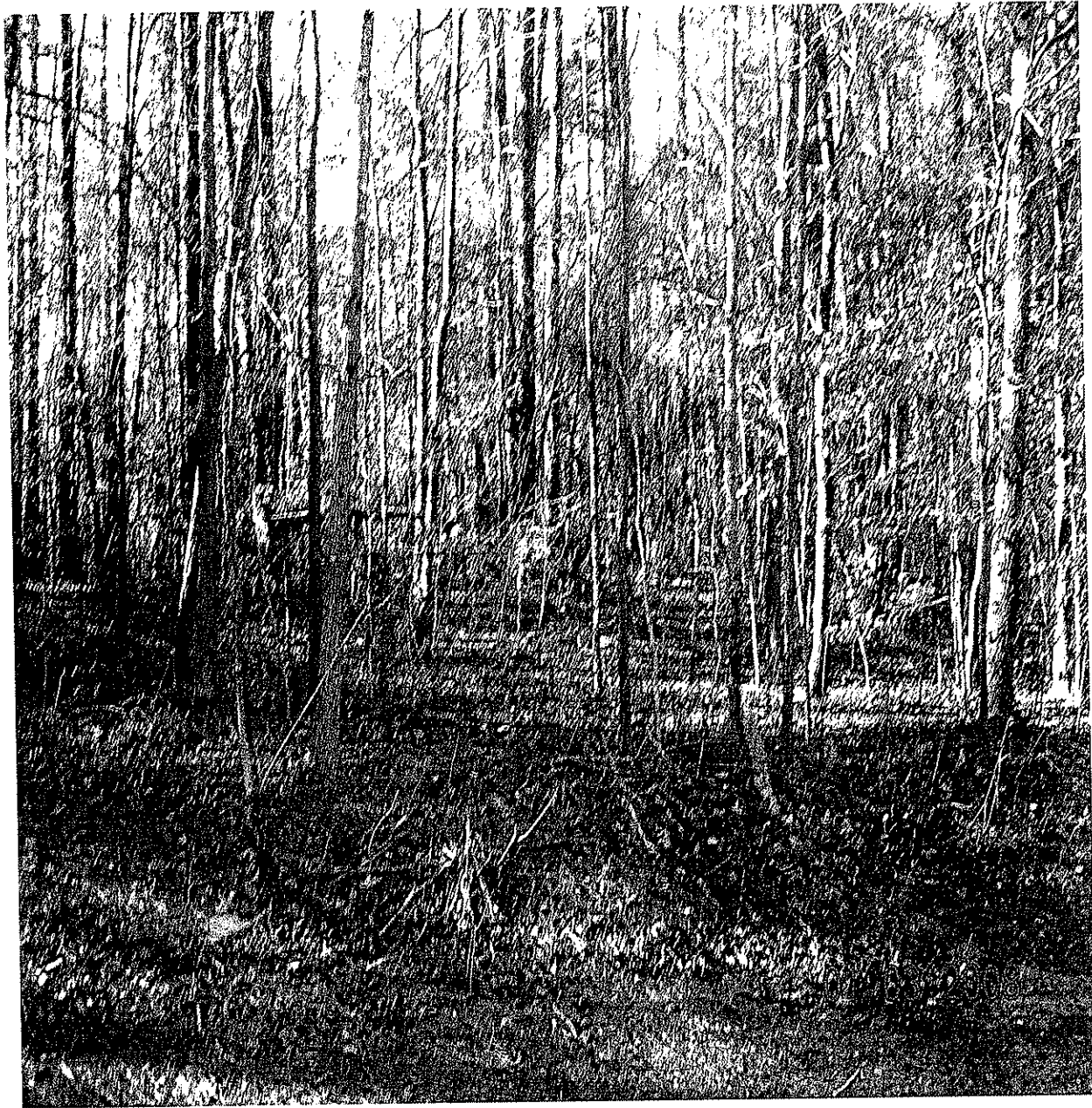
SUBJECT PHOTOGRAPHS



Photograph: View of Green Pointe Parkway looking south from the intersection of Jones Mill Road

Taken by Andy B. Anderson 01/03/2008

SUBJECT PHOTOGRAPHS



Photograph: View of foliage and trees on the subject parcel
Taken by Andy B. Anderson 01/03/2008

SUBJECT PHOTOGRAPHS

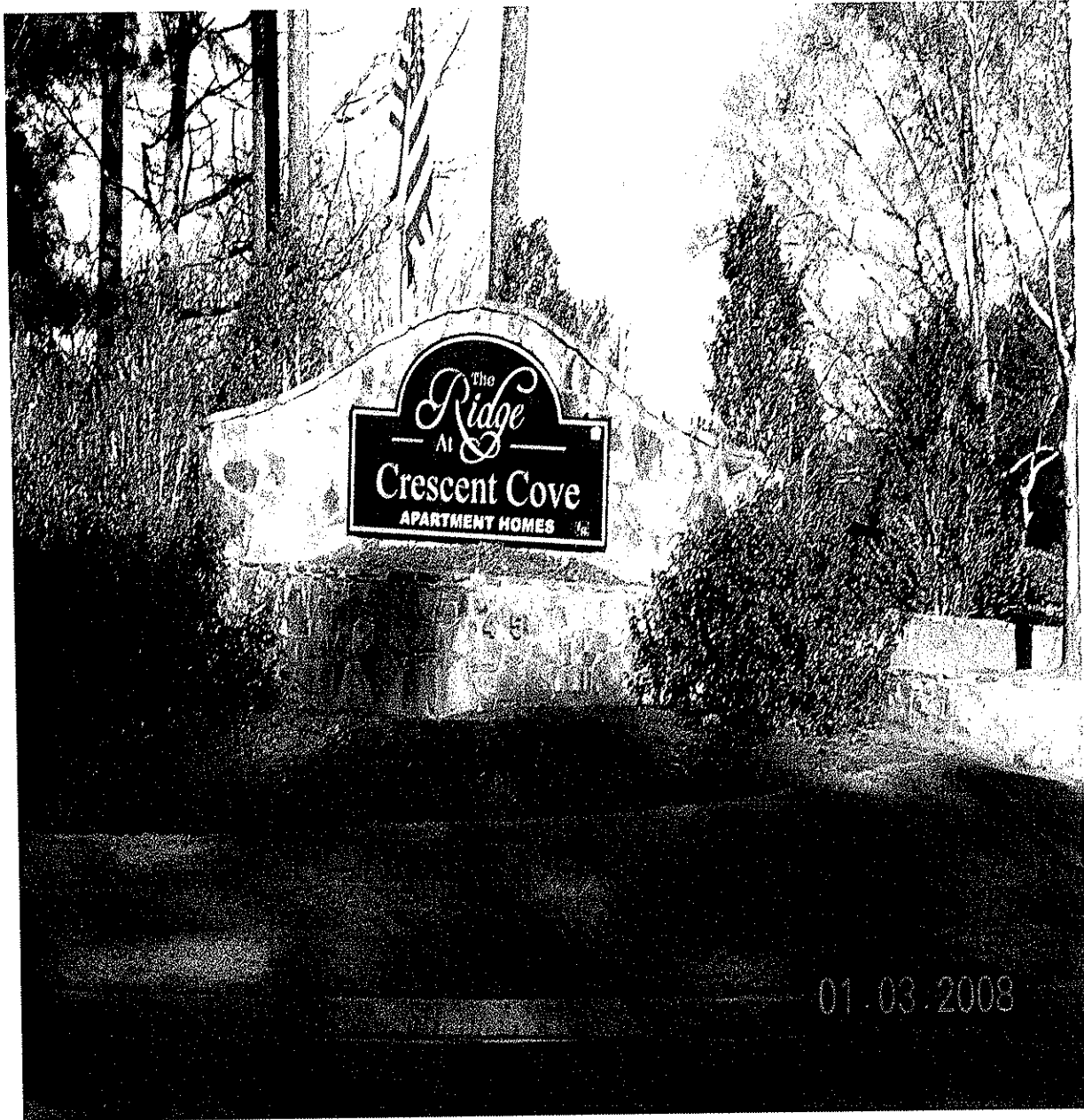
**Photograph: View of subject looking north along Green Pointe Parkway toward Jones Mill Road
Taken by Andy B. Anderson 01/03/2008**

SUBJECT PHOTOGRAPHS



Photograph: View of Jones Mill Road looking east toward the intersection of Green Pointe Parkway

Taken by Andy B. Anderson 01/03/2008

SUBJECT PHOTOGRAPHS

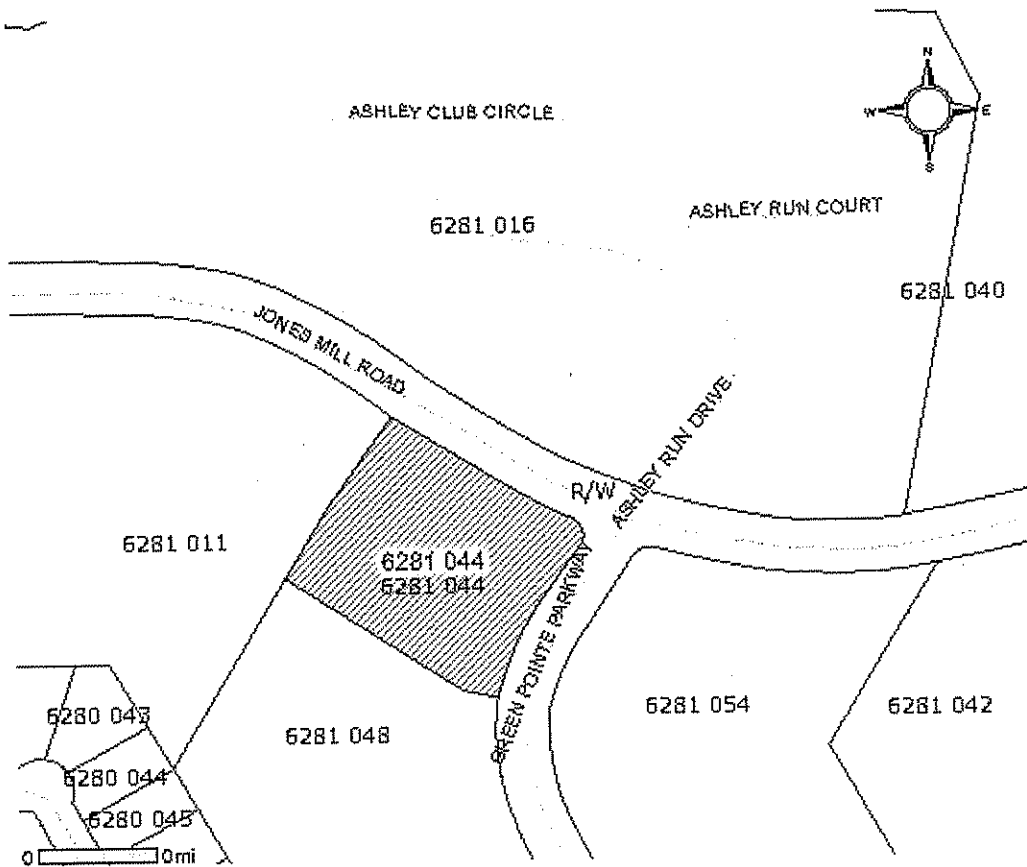
Photograph: View of apartment community signage located directly across Jones Mill Road from the subject

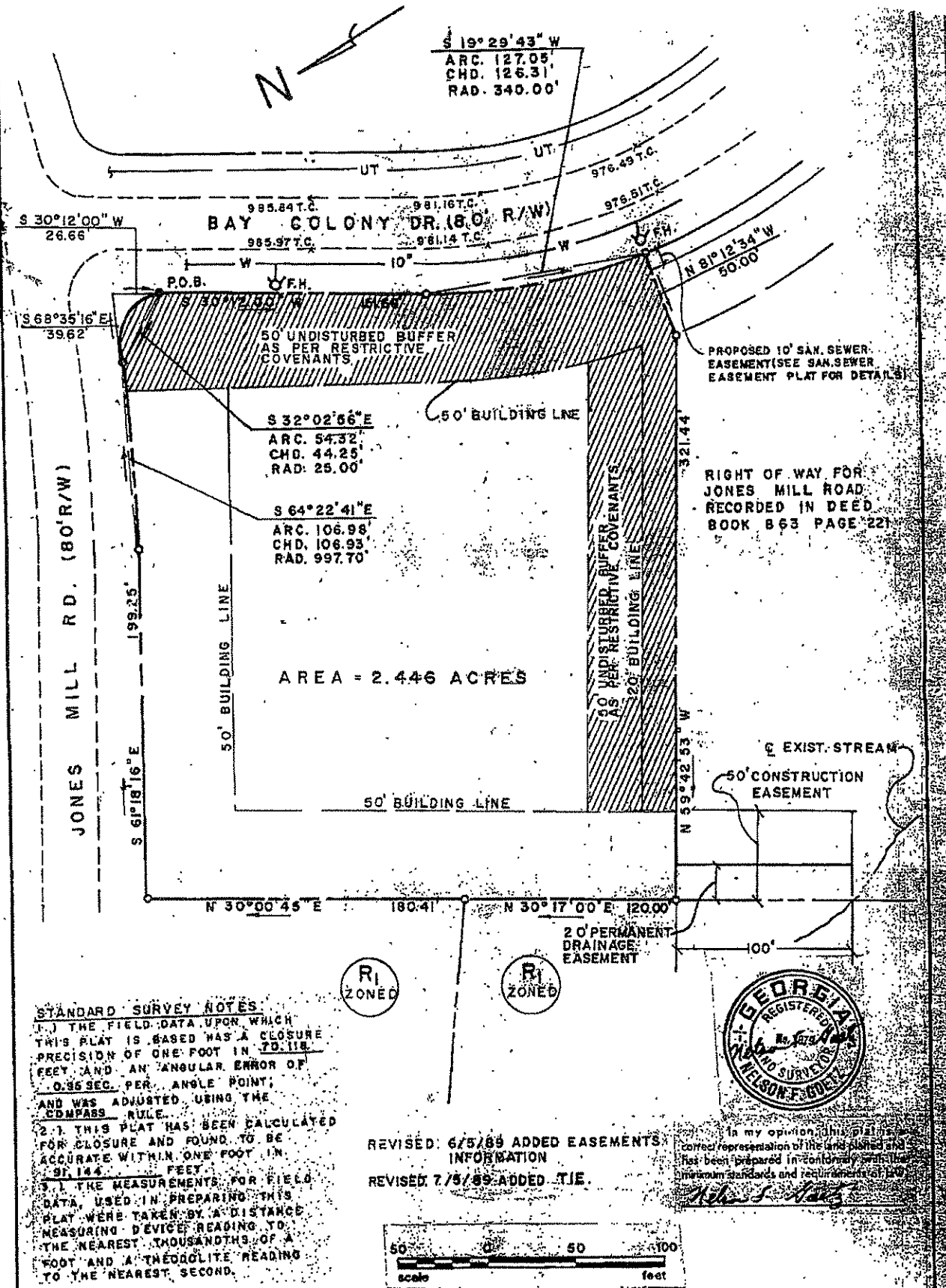
Taken by Andy B. Anderson 01/03/2008

SUBJECT PHOTOGRAPHS

**Top Photograph: View of adjoining property to the south of the subject (Elite Flooring & Design) located along Green Pointe Parkway
Taken by Andy B. Anderson 01/03/2008**

TAX PARCEL MAP





Urban Engineers, Inc.

PLATE 100, 100' WIDE, 1' DRIVE, N.E.
 (404) 472-5474

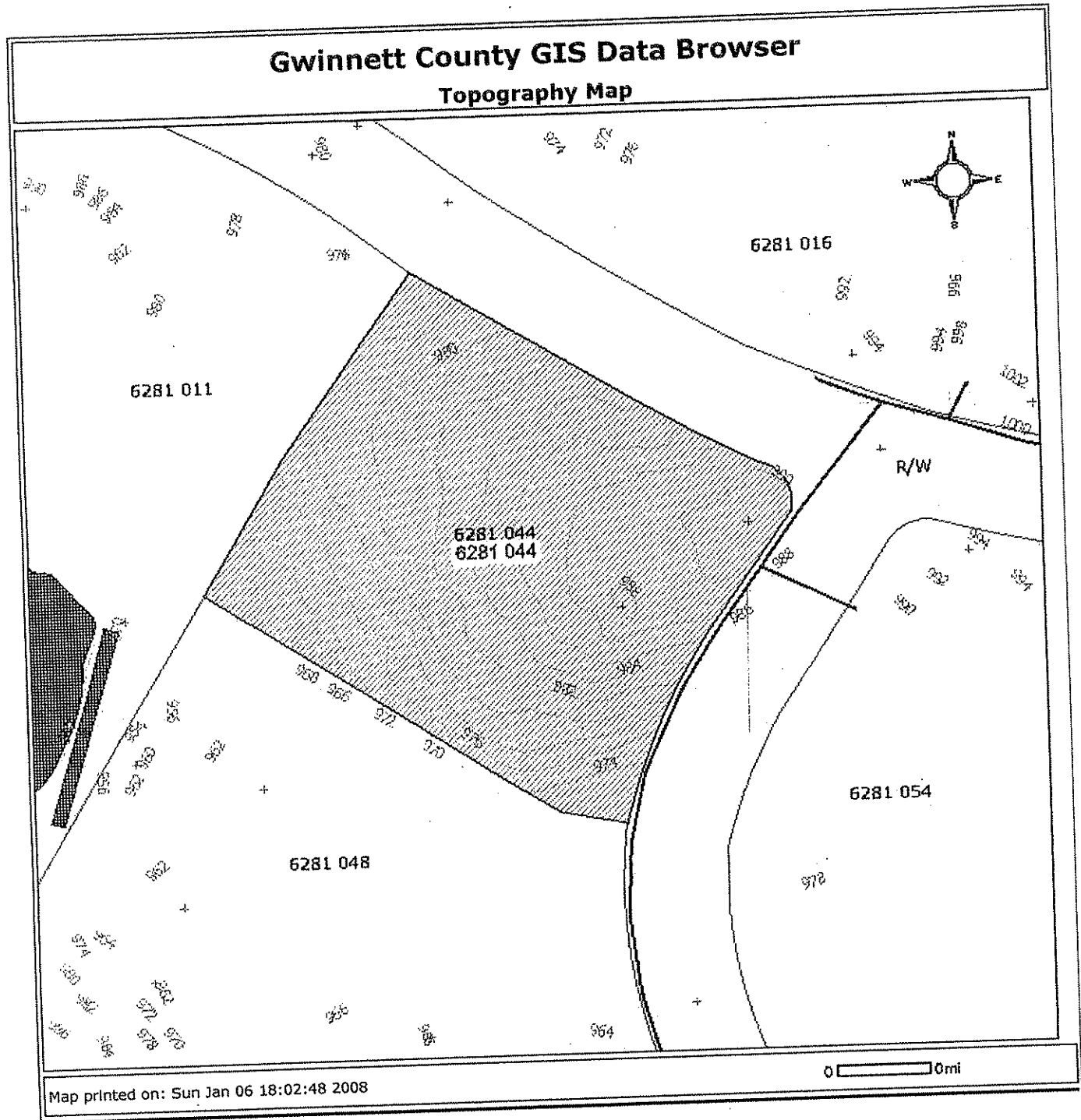
ATLANTA, GEORGIA 30334

SURVEY OF PROPERTY

**FOR GWINNETT COUNTY FIRE SERVICE
 FIRE STATION #21**

DATE: 11/16/89
JOB NO: 84-288

TOPOGRAPHY MAP



2.446 ACRES LAND @ JONES MILL RD. & GREEN POINTE PKWY FORMER FIRE STATION #21 SITE

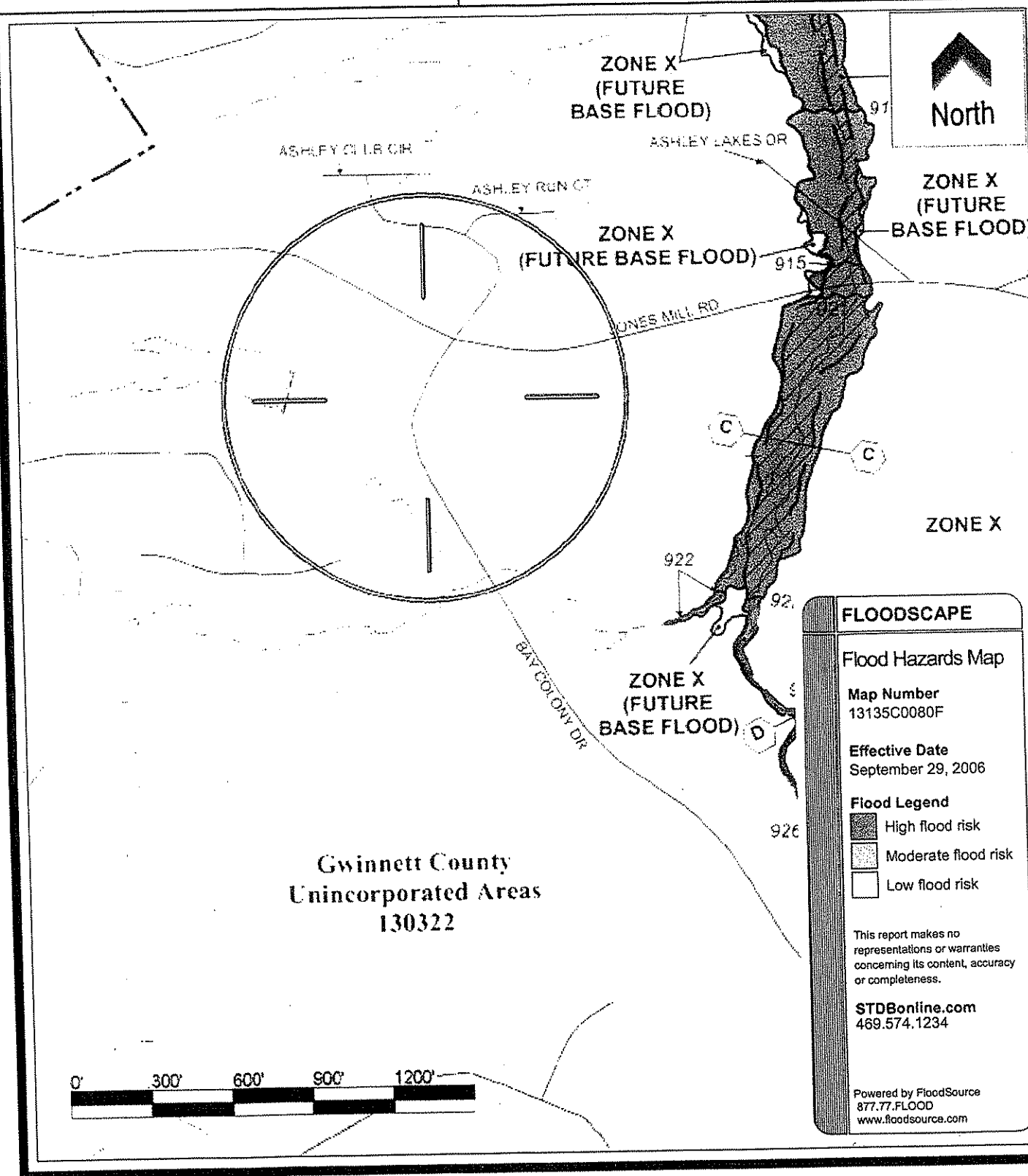


STDBONLINE.com
FLOODSOURCE
FLOODSCAPE™



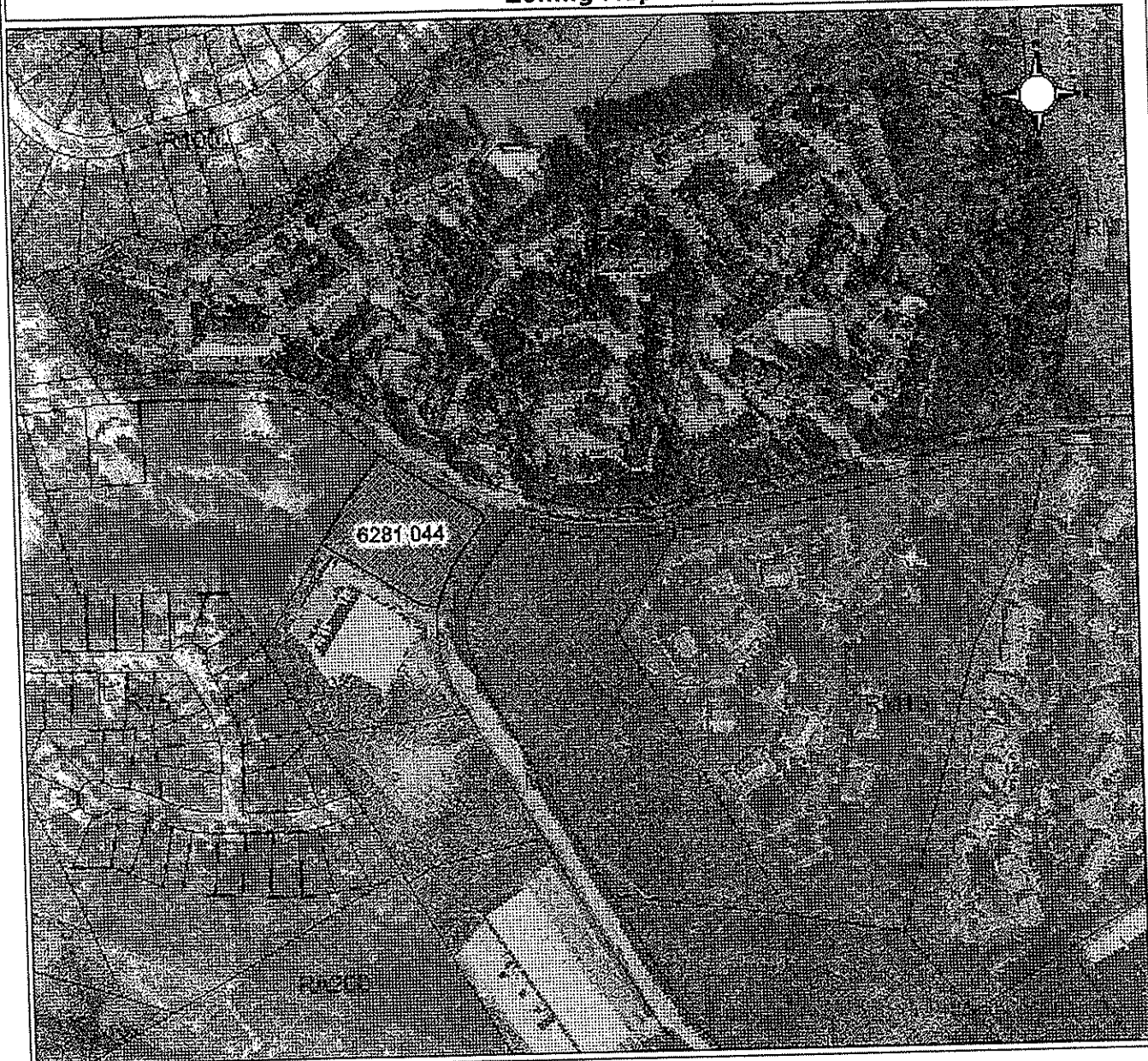
PROPERTY ADDRESS:

3480 Green Pointe Pkwy, Norcross, GA 30092



Gwinnett County GIS Data Browser

Zoning Map



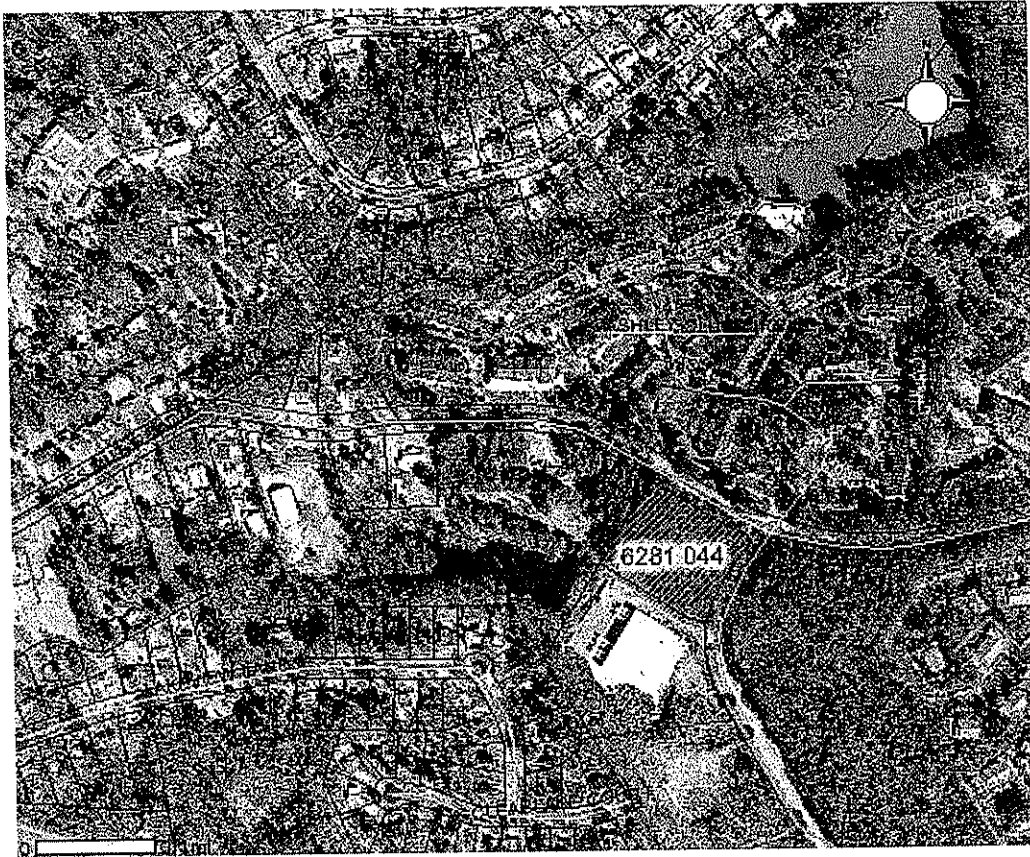
Map printed on: Sun Jan 06 18:05:06 2008

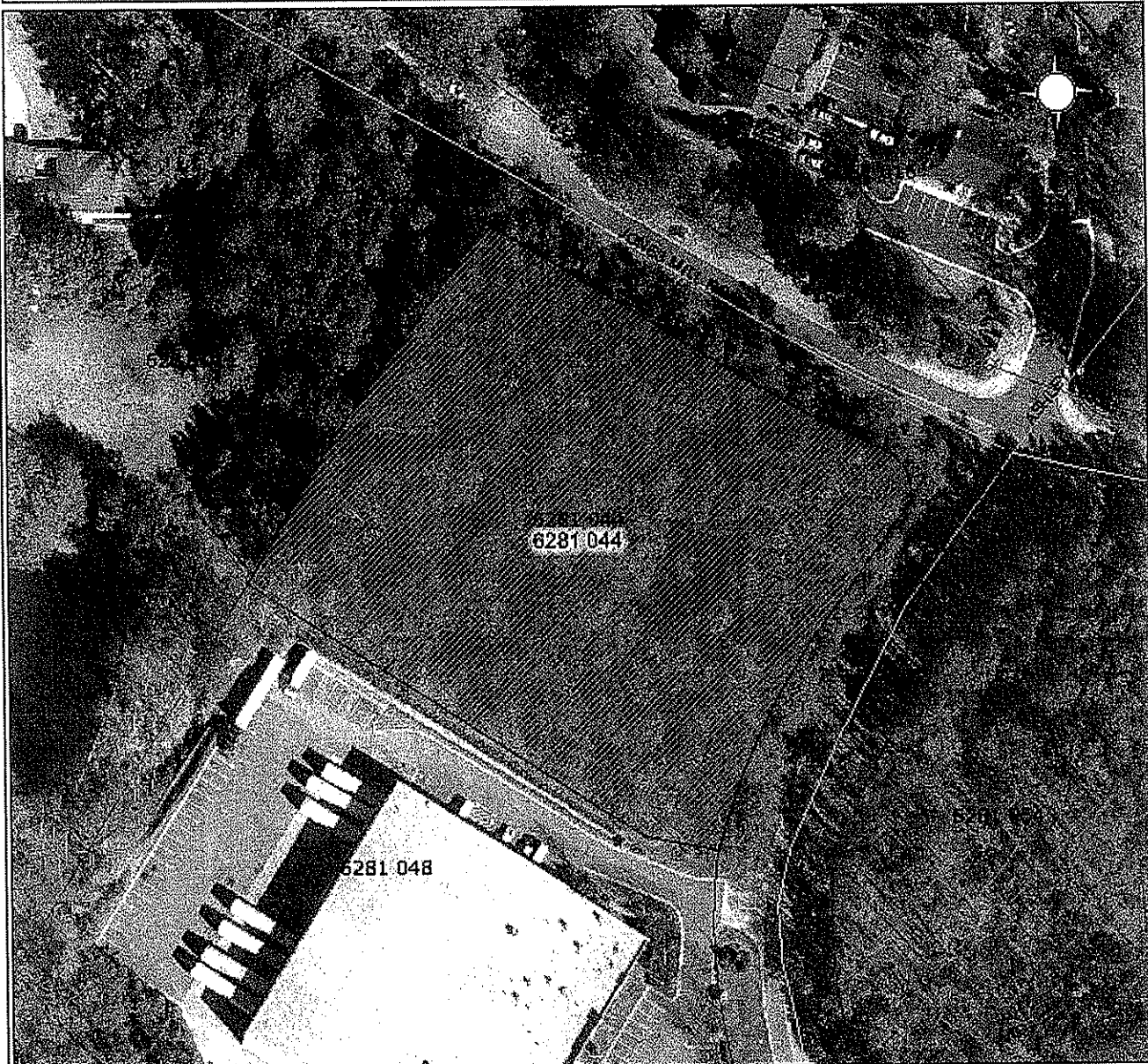
0 0.1mi

2.446 ACRES LAND @ JONES MILL RD. & GREEN POINTE PKWY FORMER FIRE STATION #21 SITE

UTILITY LOCATION MAP

Sewer Locations Shown in Red



Gwinnett County GIS Data Browser**Fire Station #21 Tax I.D. #6-281-044**

Map printed on: Sun Jan 06 17:57:12 2008

0 0mi

Disclaimer: This map is a graphical representation of data obtained from aerial photography, recorded deeds, plats and engineering drawings and other public records and data. Gwinnett County does not warrant the accuracy or currency of the data it has provided and does not guarantee the suitability of the data for any purpose, expressed or implied. ALL DATA IS PROVIDED AS IS, WITH ALL FAULTS, WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESSED OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. This map is the proprietary product of Gwinnett County and in no event will Gwinnett County be liable for damages, including any loss of profits, lost savings, or other incidental or consequential damages arising out of the use of or inability to use this map..

Comments: .

Map Produced by Gwinnett County GIS, Department of Support Services.

ContactName **GIS Data Viewer
Administrator**Phone **770-822-8036**Email **gisoffice@gwinnettcountry.com**

DEED/LEGAL DESCRIPTION

Return to
Wanda Howard
Land Dept

BOOK 5563 PAGE 133

FILED & RECORDED
CLERK SUPERIOR COURT
GWINNETT COUNTY, GA.

1989 JUL 13 PM 4:22

GARY R. YATES, CLERK

LIMITED WARRANTY DEED

STATE OF GEORGIA,
COUNTY OF GWINNETT

THIS INDENTURE made this 10th day of July, in the year of our Lord One Thousand, Nine Hundred and Eighty Nine, between Bay Colony Property Company, Inc., a Delaware corporation, as party of the first part and Gwinnett County, Georgia, a political subdivision of the State of Georgia and County of Gwinnett, as party of the second part,

WITNESSETH: That the said party of the first part, for and in consideration of the sum of Other Valuable Consideration and Ten and no/100 (\$10.00) Dollars in hand paid at and before the sealing and delivery of these presents does grant, bargain, sell and convey unto the said party of the second part, its successors and assigns, the following property ("Property"):

All that tract or parcel of land lying and being in Land Lot 281 of the 6th District of Gwinnett County, Georgia, containing 2.446 acres, and more particularly described in Exhibit "A" attached hereto and incorporated herein by reference. This conveyance is made subject to those matters set forth on Exhibit "B" attached hereto and made a part hereof.

TO HAVE AND TO HOLD the said Property, together with all and singular the rights, members and appurtenances thereof, to the same being, belonging or in any wise appertaining, to the only proper use, benefit and behoof of them, the said party of the second part, its successors and assigns forever, IN FEE SIMPLE.

And, except as to those matters set forth on Exhibit B the said party of the first part, for its successors and assigns will warrant and forever defend the right and title to the Property unto the said party of the second part, its successors and assigns, against the lawful claims of all persons by, through or under said party of the first part, but not otherwise.

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

Signed, sealed and delivered
in the presence of:

BAY COLONY PROPERTY COMPANY, INC.

Shirley D. Parsons
Unofficial Witness

By: R. Doyle Hall (SEAL)

Theresa L. Sullivan
Notary Public

Attest: Gerald E. White (SEAL)
Title: Secretary

MY COMMISSION EXPIRES
JUNE 18, 1993

GWINNETT CO. GEORGIA
REAL ESTATE TRANSFER TAX

None
Date 7-13-89
D. R. Yates
Clerk of Superior Court

43494

EXHIBIT A

BOOK 5563 PAGE 134

LEGAL DESCRIPTION FOR GWINNETT COUNTY
FIRE SERVICE - FIRE STATION #21

All that tract or parcel of land lying and being in Land Lot 281 of the 6th District of Gwinnett County, Georgia and being more particularly described as follows:

Commence at the intersection of the extended southern right-of-way of Jones Mill Road (80-foot right-of-way) and the extended southwestern right-of-way of Bay Colony Drive (80-foot right-of-way), thence South 30 degrees, 12 minutes, 00 seconds West a distance of 26.66 feet to a point, said point being the TRUE POINT-OF-BEGINNING.

Thence along the southwestern right-of-way of Bay Colony Drive, South 30 degrees, 12 minutes, 00 seconds West a distance of 151.68 feet; thence continuing along said right-of-way on a curvature to the left, an arc distance of 127.05 feet to a point, said arc being subtended by a chord bearing of South 19 degrees, 29 minutes, 43 seconds West and having a chord distance of 126.31 feet and a radius of 340.00 feet; thence North 81 degrees, 12 minutes, 34 seconds West a distance of 50.00 feet to a point, thence North 59 degrees, 42 minutes, 53 seconds West a distance of 321.44 feet to a point; thence North 30 degrees, 17 minutes, 00 seconds East a distance of 120.00 feet to a point; thence North 30 degrees, 00 minutes, 45 seconds East a distance of 180.41 feet to a point on the southern right-of-way of Jones Mill Road; thence along said right-of-way South 61 degrees, 18 minutes, 16 seconds East a distance of 199.25 feet to a point; thence continuing along said right-of-way on a curvature to the left an arc distance of 106.98 feet, said arc being subtended by a chord bearing of South 64 degrees, 22 minutes, 41 seconds East and having a chord distance of 106.93 feet and a radius of 997.70 feet; thence along a curvature to the right connecting the southern right-of-way of Jones Mill Road with the southwestern right-of-way of Bay Colony Drive an arc distance of 54.32 feet to a point, said arc being subtended by a chord bearing of South 32 degrees, 02 minutes, 56 seconds East and having a chord distance of 44.25 feet and a radius of 25.00 feet, said point being the TRUE POINT-OF-BEGINNING.

Said tract or parcel of land containing 2.446 acres, more or less, and being shown on a Survey of Property for Gwinnett County Fire Service Fire Station #21 by Urban Engineers, Inc. dated 11-16-88, last revised 7-5-89.

BOOK 5563 PAGE 135

EXHIBIT B

I. The following restrictive covenants shall be covenants running with the land and shall inure to the benefit of party of the first part, its successors and assigns and each party from time to time claiming title to a lot or part of a lot within the land owned by party of the first part within one thousand feet on the easterly side and one thousand feet on the westerly side as measured from the center line of Bay Colony Drive from the Peachtree Industrial Boulevard Right of Way to the Jones Mill Road Right of Way ("Permitted Area").

1. Egress from the Property for fire apparatus and emergency response vehicles shall be only to Jones Mill Road. Ingress to the above described property from Bay Colony Drive shall be allowed only as shown on Exhibit "C" attached hereto and made a part hereof which is hereinafter call the "Building layout plan for Gwinnett County Fire Station #21 in Bay Colony Business Center, Phase II, by Urban Engineers, Inc. and dated 11/30/88". There shall be no other driveway or curb cuts to, through or from Bay Colony Drive.
2. All buildings must be constructed of masonry construction with an exterior skin of red brick except for door openings, windows and roof materials, and shall reflect and relate to architectural design elements and the physical, functional and aesthetic qualities of the adjacent Property of the party of the first part. Buildings and landscape should be maintained in a neat and attractive condition. Landscaping shall be of the "long lived" variety. Short lived materials are to be utilized as a supplement to longer lived elements. Landscaping shall relate to architectural design elements and should reflect the physical, functional and aesthetic quality of the Property and the adjacent property of the party of the first part. Buildings and improvements including parking shelters shall cover not more than a maximum of 50% of the Property.
3. Exterior lighting shall be constructed to meet the following requirements:
Lighting fixtures shall be installed so that lights shall be directed downward and shall be shielded so as not to materially illuminate the rest of the property of the party of the first part on Bay Colony Drive and Jones Mill Road.
4. Prior to commencement of construction of any improvements, the party of the second part shall prepare a site plan and such other architectural drawings and specifications as may be reasonably required by the party of the first part, for the approval of the party of the first part, which approval shall not be unreasonably withheld. All improvements shall conform to the covenants and restrictions contained herein; no changes from plans and specifications previously approved by the party of the first part shall be made without the prior written approval of the party of the first part, which approval shall not be unreasonably withheld.
5. There shall be located on the Property an area 50' in width running parallel and adjacent to Bay Colony Drive and the land owned by the party of the first part south of the Property and is more particularly shown on the aforesaid plat which area is hereinafter called the "50' undisturbed buffer". No construction or improvements shall occur or be placed in the 50' undisturbed buffer, provided however landscape maintenance, utility needs and driveway use as restricted in paragraph 1 of this Exhibit shall be permitted. The 50' undisturbed buffer shall be considered a natural tree save area and landscaped as provided in paragraph 2 hereinabove. There shall be no other driveway or curb cut than the restricted driveway shown on Exhibit C within the 50' undisturbed buffer.
6. All trash containers or dumpsters shall be screened from visibility by a masonry wall constructed with materials satisfying the requirements of paragraph 2 of this Exhibit.

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7. All necessary utility easements in the 50' Undisturbed Buffer shall be replanted with six foot or taller white pines/Pinus Strobus or the southern pine group of Virginia pine/Pinus Virginia or Loblolly Pine/Pinus Taeda with density of three trees per 50 square feet of disturbed area. Said planting shall be maintained in such manner as to guarantee survival or replacement through the first complete year after planting. No utilities shall be installed above grade.
 8. There shall be no outdoor storage of materials or equipment other than vehicles relating to the uses permitted hereunder; provided however that all motor vehicles shall be stored in an approved and screened outdoor storage area unless stored inside.
 9. There shall be no temporary structures placed on the Property except with the prior written approval of the party of the first part.
 10. The Property shall be used only for Fire Service, Emergency Medical and Public Safety uses. However, the Property shall not be used for police detention of arrestees or imprisonment of any nature or type, either temporarily or permanently.
 11. If the Property shall be sold by the party of the second part, the Property shall be used only for commercial, office, administrative and business uses that are allowed by applicable zoning ordinances and which are compatible with other uses occurring in the land owned by the party of the first part within one thousand feet of Bay Colony Drive and with these restrictions and applicable building codes.
 12. From and after the date that party of the first part no longer owns any part of the Restricted Area, approval rights set forth in paragraph 4, 8 and 9 hereinabove shall be exercised by and be the responsibility of the party selected by a majority in interest of lot owners within said Restricted Area; and if said lot owners shall be unable to select such a replacement party, then party of the first part, shall until such replacement is made retain such approval rights or have the right to designate a party who shall exercise such approval right. As used herein, the term "Majority in interest" shall mean 51% or more of the square footage of buildings from time to time existing within lots or parcels which in whole or in part are within the Restricted Area.
- II. This conveyance is further made subject to those matters set forth below:
1. Right of Way in favor of Georgia Railway and Power Company, dated August 1, 1923, recorded in Deed Book 43, page 81, Gwinnett County Records.
 2. General Utility Easement in favor of Georgia Power Company, dated May 4, 1946, recorded in Deed Book 77, page 411, Gwinnett County Records.
 3. Right of Way in favor of Georgia Power Company, dated March 4, 1946, recorded in Deed Book 78, page 392, Gwinnett County Records.
 4. Right of Way in favor of Georgia Power Company, dated May 3, 1954, recorded in Deed Book 115, page 343, Gwinnett County Records.
 5. Right of way in favor of Georgia Power Company, dated August 29, 1968, recorded in Deed Book 305, page 322, Gwinnett County Records.
 6. Jones Mill Road right of way and drainage slope in favor of Gwinnett County, Georgia, dated July 22, 1974, recorded in Deed Book 863, page 221, Gwinnett County Records.
 7. All taxes for the year 1989 and subsequent years.
 8. Any and all other easements and restrictions of record.

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BAY COLONY/GWINNETT COMMERCIAL CENTER
DECLARATION OF COVENANTS, RESTRICTIONS AND EASEMENTS

made by
BAY COLONY PROPERTY COMPANY, INC.

Dated: April 25, 1980

FILED IN OFFICE
CLERK SUPERIOR COURT
GWINNETT COUNTY GA
MAY 7 10 38 AM '80
1980
PAGE NO. 155
DATE 5-9-80
D. M. AND P. V. CLERK

BOOK 1942 PAGE 156

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No termination, extension, modification or amendment shall be effective until a proper instrument in writing has been executed and recorded in the office of the Clerk of the Superior Court of Gwinnett County, Georgia.

SECTION 2.03 Assignment of Declarant's Rights and Duties.

Any and all of the rights, powers, obligations and reservations of Declarant herein contained may be assigned to any person, corporation or association (including an Architectural Review Committee created by Declarant) which will assume the duties of Declarant pertaining to the particular rights, powers and reservations assigned and upon any such person, corporation or association's evidencing its consent in writing to accept such assignment and assume such duties, he or it shall, to the extent of such assignment, have the same rights and powers and be subject to the same obligations and duties as are given to Declarant herein. Upon any such assignment, Declarant shall, without any further action, be released and relieved of any further obligation and liability, if any, with respect to the matters so assigned. To be effective, any such assignment and acceptance thereof shall be made in writing and shall be recorded in the office of the Clerk of the Superior Court of Gwinnett County, Georgia. The term "Declarant" as used herein includes all such assignees and their heirs, successors and assigns. If at any time Declarant ceases to exist and has not made such an assignment by written agreement or by merger or by operation of law, a successor Declarant may be appointed in the same manner as these restrictions may be terminated, extended, modified or amended under Section 2.02 of this Article II.

SECTION 2.04 Term.

This Declaration, every provision hereof and every covenant, condition and restriction contained herein shall, subject to Section 2.02 of Article II, continue in full force and effect for a period commencing on the date hereof and expiring on April 27, 2030 unless extended as otherwise provided herein.

ARTICLE III

Restrictions and Regulations

SECTION 3.01 Set-Back - Front, Rear and Side Yards.

- A. Structures fronting or adjoining the Peachtree Corners Circle or Jones Mill Court or Old Jones Mill Road shall be set back at least 50 feet from the property line along each such street. Structures on corner lots shall also be set back at least 50 feet from the side street lot line.

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- B. Subject to Section A hereinabove, structures, except fences, shall be set back at least 20 feet from the side line of any Lot.
- C. Subject to Section A hereinabove, structures shall be set back at least 15 feet from the rear line of each Lot.
- D. Only driveways, parking spaces, signs and landscaped areas shall be permitted between a structure and (i) the front Lot line (being the line abutting Jones Mill Court), (ii) Peachtree Corners Circle and (iii) Old Jones Mill Road.
- E. With respect to each Lot on which a building shall have been placed, a continuous 10-foot landscaped strip adjacent to each front Lot line shall be maintained within each Lot without interruption except for driveway entrances.
- F. All paved areas must have concrete curbs or other adequate curbing as approved by Declarant.

SECTION 3.02 Buildings.

- A. Subject to other applicable provisions of this Section 3.02, exterior wall finishes shall be composed of the following maximum and minimum percentages of materials in each classification. The percentages shall separately apply to the finishes on each exterior wall of each building and in computing the area of each such wall, areas attributable to window spacing and doors shall be excluded.

	<u>Maximum</u>	<u>Minimum</u>
TYPE A - Material	100%	60%
TYPE B - Material	40%	0%
TYPE C - Material	40%	0%
TYPE D - Material	10%	0%
TYPE E - Material	10%	0%

TYPE A MATERIAL shall consist of utility brick, granite, stone, marble, terrazzo or architecturally treated reinforced concrete.

TYPE B MATERIAL shall consist of metal panels with a baked-on enamel or acrylic finish which is certified to retain its appearance without substantial maintenance for a period of ten years.

TYPE C MATERIAL shall consist of asbestos board, plain reinforced concrete, stucco, special concrete block with either sculptured treatment or stacked bond and raked joints.

TYPE D MATERIAL shall consist of painted concrete block.

TYPE E MATERIAL shall consist of redwood or other decorative wood.

- B. Buildings having walls over 25 feet high may be given special material percentages by Declarant which may be higher or lower than the percentages set forth above.
- C. Off-Street Loading: No loading dock shall be constructed facing any public street or highway unless it is set back at least 50 feet from the nearest street right-of-way line. In all cases where front or side loading is provided, plans and specifications will be subject to the approval of Declarant to assure that the loading area is suitable, architecturally and suitably screened by arches and landscaping suited to the topography and positioning of the structures on the Lot with reference to the view from streets, sidewalks, highways and other lots.

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- D. Painted concrete block shall be allowed for an exterior wall provided that the wall faces the back Lot line and also faces an undisturbed natural buffer and further provided that such wall does not face a street or highway.

SECTION 3.03 Parking and Maneuvering.

- A. Adequate off-street parking shall be provided for on each Lot to accommodate all parking needs for employees, visitors and company vehicles. The intent of this provision is to eliminate the need for any on-street parking. If parking requirements increase as a result of a change in use or number of employees, additional off-street parking shall be provided on the Lot to satisfy the intent of this section. Each Owner shall notify and instruct its employees, tenants, lessees, suppliers and guests to regularly park within the Lot and not to park any type of vehicle on the public streets within the Property and, thereafter, enforce said parking regulations upon said parties.
- B. Parking shall not be permitted on streets or highways or between public street pavements and each Lot line.
- C. Parking spaces, loading docks, outside storage areas and trash, garbage and refuse containers shall be so located as to make maneuvering in the streets unnecessary.
- D. Parking requirements by land use, including size of spaces, aisle widths, etc. will, at a minimum, conform to the Zoning Resolution of Gwinnett County, Georgia.
- E. All parking areas and driveways shall be paved with concrete, asphalt, their equivalent or better. Parking areas and driveways shall be kept in good condition and reasonably maintained.

SECTION 3.04 Outside Storage.

- A. No outside storage area shall be permitted within 25 feet of any Lot line, and none between any building and (i) any front Lot line or (ii) in case of corner Lots, between any building wall and any street abutting such corner Lot.
- B. Outside storage areas (including areas for trash and garbage storage) shall be screened and/or enclosed by a chain link fence with redwood slats (its equivalent or better) at least as high as the items stored, in such a manner as to (i) screen the vision of such areas from across streets and from adjacent Lots and (ii) prevent spillover or blowing about of the refuse contained therein. In addition, trash, garbage and other refuse, if stored in outside areas, must be stored in enclosed containers.

SECTION 3.05 Nuisance Abatement.

- A. Smoke and odor abatement practices acceptable to Declarant shall be followed to eliminate all smoke and objectionable odors.
- B. Noise suppression devices approved by Declarant shall be used where usual operating noises are audible more than 150 feet beyond a Lot line and such devices shall be adequate to confine such noises to within such 150 foot area (but nothing contained herein shall be deemed to permit a noise nuisance within such area).
- C. No site or lot shall be used for any purpose or business which is unlawful, dangerous or unsafe.

DEMOGRAPHIC REPORT

2007 Population Density Map by Census Block Group

Peachtree Corners
3480 Green Pointe Pkwy
Norcross, GA 30092

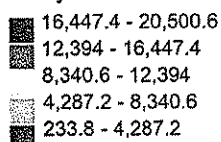
Prepared by Andy B. Anderson SR/WA,
CCIM

January 10, 2008

Latitude: 33.945478
Longitude: -84.261987



2007 Population Density Map by Census Block Group



About Your Map...

This map shows 2007 Population Density Map by
Census Block Group.

The map divides the range of values into equal-sized categories. This method is best applied to familiar data ranges such as percentages.

2012 Median Household Income Map by Census Block Group

Peachtree Corners
3480 Green Pointe Pkwy
Norcross, GA 30092

Prepared by Andy B. Anderson SR/WA,
CCIM

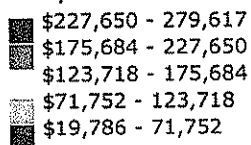
January 10, 2008

Latitude: 33.945478
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2012 Median Household Income Map

by Census Block Group



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Peachtree Corners
3480 Green Pointe Pkwy
Norcross, GA 30092

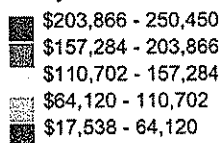
Prepared by Andy B. Anderson SR/WA,
CCIM

January 10, 2008

Latitude: 33.945478
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2007 Median Household Income Map by Census Block Group



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PL 004-08

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Peachtree Corners

Latitude: 33.945478

Longitude: -84.261987

3480 Green Pointe Pkwy	3480 Green Pointe Pkwy	3480 Green Pointe Pkwy
Norcross, GA 30092	Norcross, GA 30092	Norcross, GA 30092
Radius: 1.0 mile	Radius: 3.0 mile	Radius: 5.0 mile

2000 - 2007 Population Annual Rate

1.1%

1.22%

1.5%

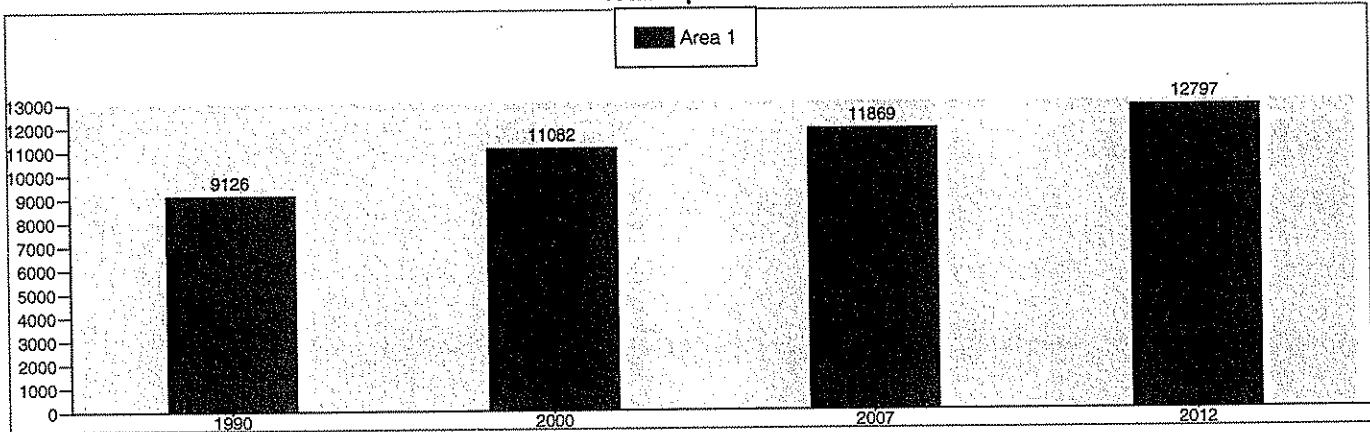
2007 - 2012 Population Annual Rate

1.52%

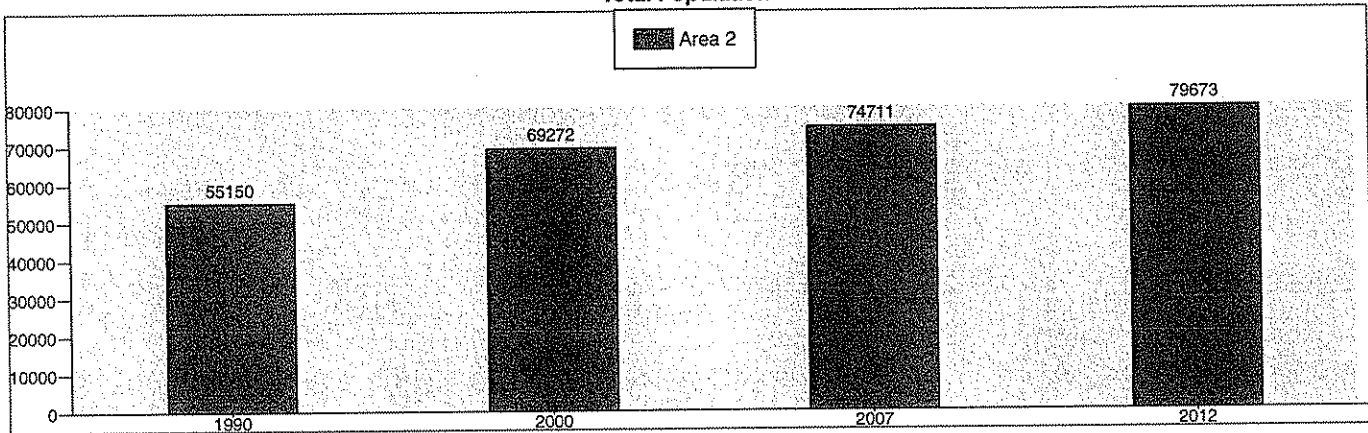
1.29%

1.46%

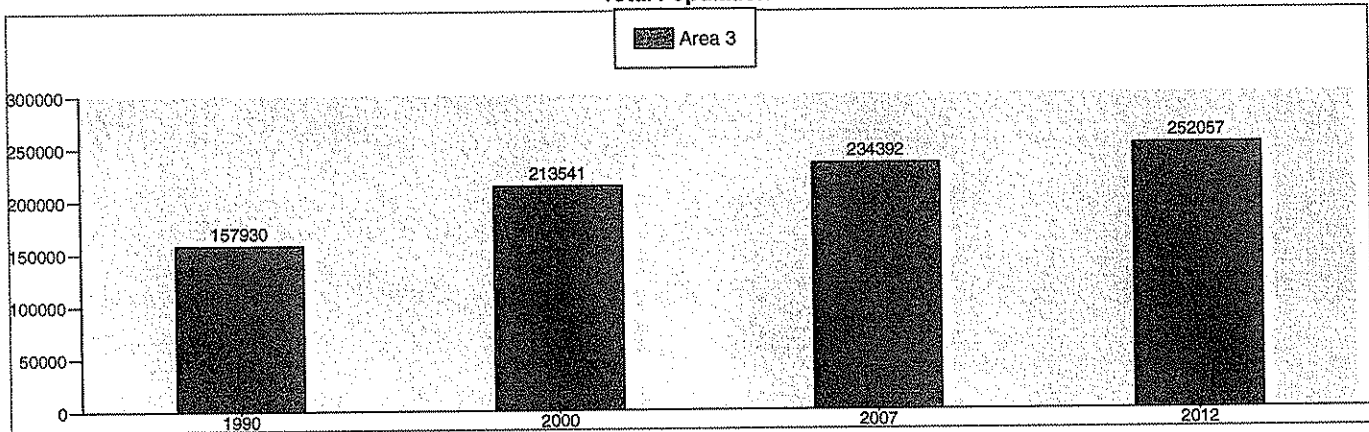
Total Population



Total Population



Total Population



Source: U.S. Bureau of the Census, 2000 Census of Population and Housing. ESRI converted 1990 Census data into 2000 geography. ESRI forecasts for 2007 and 2012.



BL094-08

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Prepared by Andy B. Anderson SR/WA, CCIM

Peachtree Corners

Latitude: 33.945478

Longitude: -84.261987

3480 Green Pointe Pkwy

Norcross, GA 30092

Radius: 1.0 mile

3480 Green Pointe Pkwy

Norcross, GA 30092

Radius: 3.0 mile

3480 Green Pointe Pkwy

Norcross, GA 30092

Radius: 5.0 mile

2000 Population by Sex

Males	51.3%	51.4%	51.8%
Females	48.7%	48.6%	48.2%

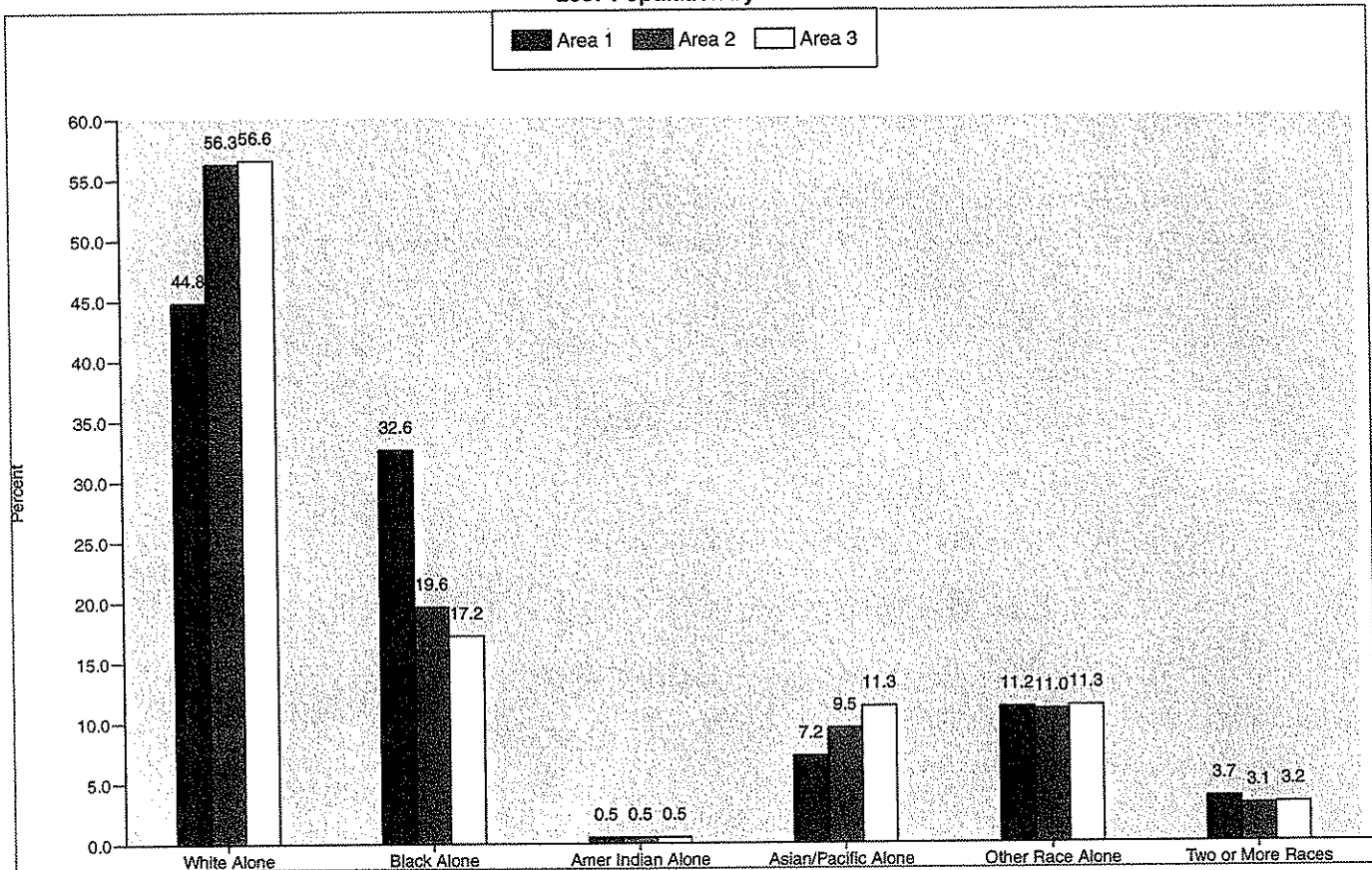
2007 Population by Sex

Males	51.9%	51.7%	52.1%
Females	48.1%	48.3%	47.9%

2012 Population by Sex

Males	51.6%	51.6%	51.9%
Females	48.4%	48.4%	48.1%

2007 Population by Race



2007 Hispanic Origin	23.9%	22.9%	24.5%
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2000 Population 25+ by Educational Attainment

Total	7,559	46,579	140,610
Less than 9th Grade	4.4%	6.2%	7.5%
9th - 12th Grade, No Diploma	9.7%	7.7%	7.4%
High School Graduate	17.5%	16.1%	15.4%
Some College, No Degree	24.9%	19.9%	18.9%
Associate Degree	5.7%	5.5%	5.6%
Bachelor's Degree	27.1%	29.9%	30.2%
Master's/Prof/Doctorate Degree	10.7%	14.8%	15.0%

Data Note: Persons of Hispanic Origin may be of any race.

Source: U.S. Bureau of the Census, 2000 Census of Population and Housing. ESRI forecasts for 2007 and 2012.



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Prepared by Andy B. Anderson SR/WA, CCIM

Peachtree Corners

Latitude: 33.945478

Longitude: -84.261987

3480 Green Pointe Pkwy Norcross, GA 30092 Radius: 1.0 mile	3480 Green Pointe Pkwy Norcross, GA 30092 Radius: 3.0 mile	3480 Green Pointe Pkwy Norcross, GA 30092 Radius: 5.0 mile
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2000 Population by Age

Total	11,084	69,272	213,541
0 - 4	7.6%	7.1%	7.5%
5 - 9	5.4%	6.1%	6.6%
10 - 14	4.6%	5.6%	5.8%
15 - 19	5.0%	5.7%	5.9%
20 - 24	11.1%	8.5%	8.4%
25 - 34	30.1%	21.7%	21.3%
35 - 44	16.7%	17.0%	17.4%
45 - 54	9.7%	13.1%	13.0%
55 - 64	5.6%	8.3%	7.6%
65 - 74	2.7%	4.4%	4.1%
75 - 84	1.1%	2.0%	2.0%
85+	0.3%	0.5%	0.5%

2007 Population by Age

Total	11,869	74,711	234,391
0 - 4	7.2%	6.7%	7.1%
5 - 9	6.5%	6.6%	7.0%
10 - 14	5.1%	5.8%	6.4%
15 - 19	5.9%	5.7%	5.7%
20 - 24	9.8%	7.7%	7.4%
25 - 34	24.9%	19.4%	18.8%
35 - 44	18.3%	16.8%	17.3%
45 - 54	10.2%	12.6%	13.0%
55 - 64	7.1%	10.5%	9.8%
65 - 74	3.1%	4.8%	4.4%
75 - 84	1.5%	2.7%	2.5%
85+	0.4%	0.7%	0.7%

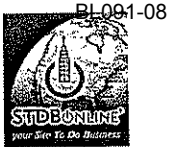
2012 Population by Age

Total	12,799	79,673	252,055
0 - 4	7.7%	6.9%	7.2%
5 - 9	5.2%	5.5%	6.0%
10 - 14	5.3%	6.2%	6.5%
15 - 19	5.2%	5.5%	6.0%
20 - 24	13.7%	9.0%	8.6%
25 - 34	21.8%	17.8%	16.5%
35 - 44	16.4%	15.5%	16.2%
45 - 54	12.2%	14.3%	14.5%
55 - 64	6.8%	10.1%	9.9%
65 - 74	3.4%	5.5%	5.0%
75 - 84	1.6%	2.7%	2.5%
85+	0.5%	0.9%	0.9%

Median Age

2000	29.8	32.7	32.3
2007	31.1	33.9	33.8
2012	30.0	34.4	34.4

Source: U.S. Bureau of the Census, 2000 Census of Population and Housing. ESRI forecasts for 2007 and 2012.



BL 091-08

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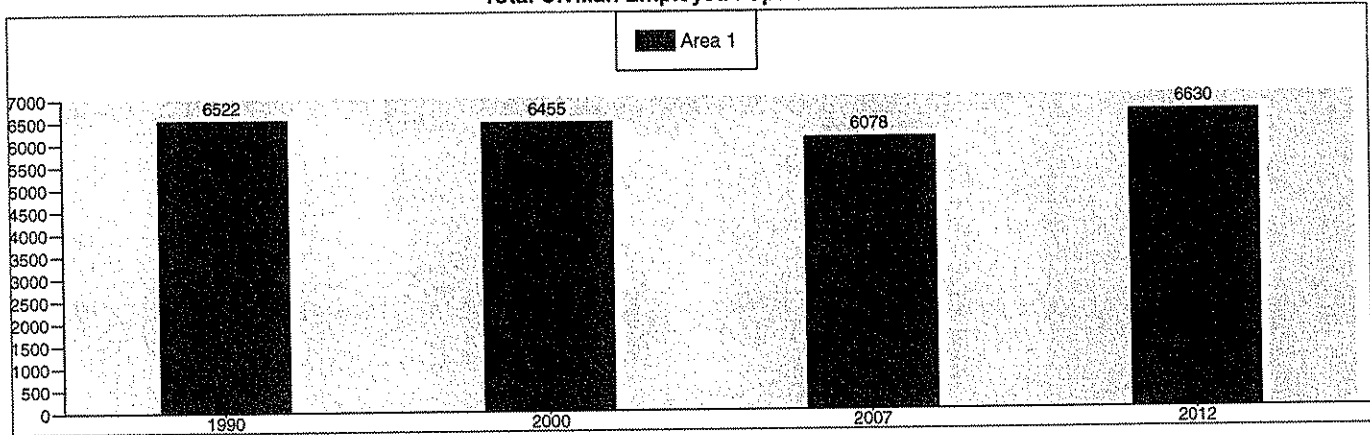
Prepared by Andy B. Anderson SR/WA, CCIM

Peachtree Corners
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Longitude: -84.261987

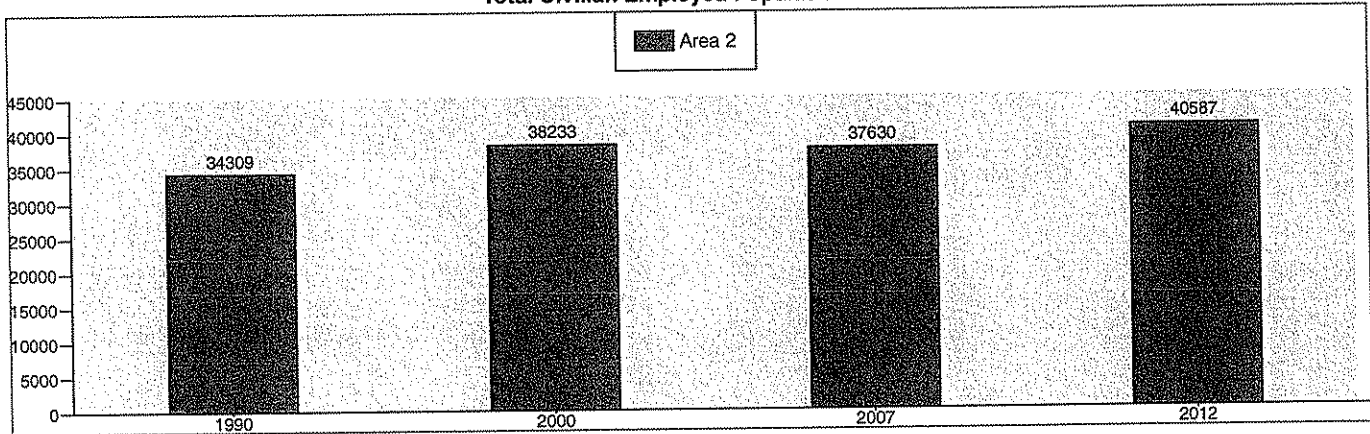
3480 Green Pointe Pkwy Norcross, GA 30092 Radius: 1.0 mile	3480 Green Pointe Pkwy Norcross, GA 30092 Radius: 3.0 mile	3480 Green Pointe Pkwy Norcross, GA 30092 Radius: 5.0 mile
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2000 - 2007 Civilian Employed Population 16+ Annual Rate	-0.96%	-0.25%	0.05%
2007 - 2012 Civilian Employed Population 16+ Annual Rate	1.75%	1.52%	1.73%

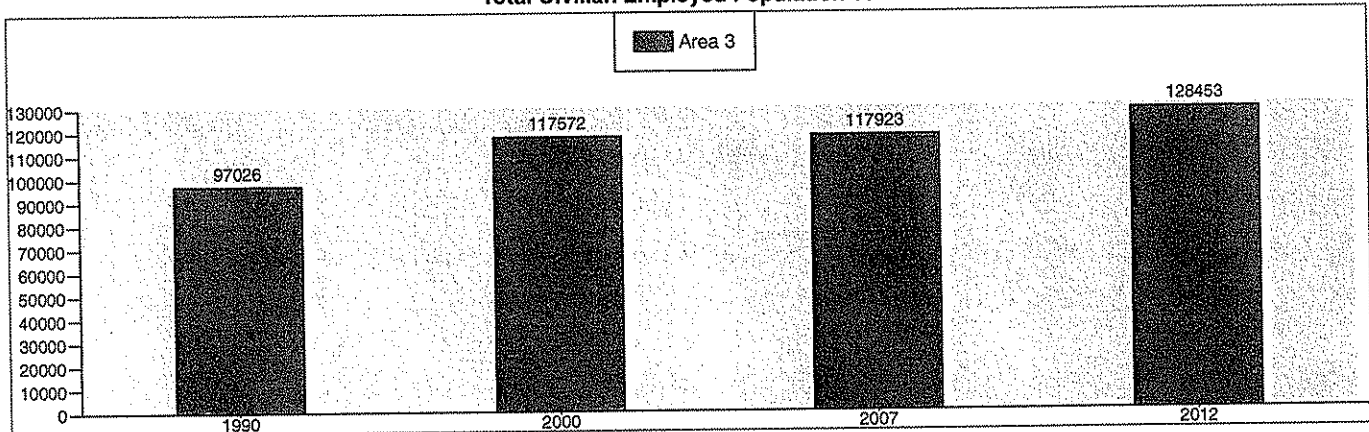
Total Civilian Employed Population 16+



Total Civilian Employed Population 16+



Total Civilian Employed Population 16+



Source: U.S. Bureau of the Census, 2000 Census of Population and Housing. ESRI converted 1990 Census data into 2000 geography. ESRI forecasts for 2007 and 2012.


Peachtree Corners

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2000 Employed Population 16+ by Industry

Total	6,454	38,231	117,572
Agriculture/Mining	0.3%	0.2%	0.2%
Construction	7.7%	10.0%	10.4%
Manufacturing	12.7%	9.3%	9.8%
Wholesale Trade	4.8%	5.3%	4.9%
Retail Trade	11.7%	11.7%	11.0%
Transportation/Utilities	2.8%	3.0%	3.3%
Information	6.5%	6.4%	6.4%
Finance/Insurance/Real Estate	11.1%	9.7%	9.3%
Services	40.0%	42.2%	42.3%
Public Administration	2.4%	2.2%	2.4%

2007 Employed Population 16+ by Industry

Total	6,079	37,630	117,923
Agriculture/Mining	0.3%	0.2%	0.2%
Construction	8.4%	10.7%	11.0%
Manufacturing	9.2%	6.5%	6.9%
Wholesale Trade	4.2%	4.5%	4.1%
Retail Trade	11.4%	11.4%	10.6%
Transportation/Utilities	2.8%	2.8%	3.1%
Information	5.1%	4.9%	4.9%
Finance/Insurance/Real Estate	12.3%	10.6%	10.3%
Services	43.8%	46.1%	46.4%
Public Administration	2.4%	2.2%	2.4%

2000 Employed Population 16+ by Occupation

Total	6,453	38,233	117,572
White Collar	69.5%	70.8%	68.9%
Management/Business/Financial	18.2%	21.1%	21.2%
Professional	18.9%	20.8%	21.1%
Sales	12.3%	13.9%	13.3%
Administrative Support	20.1%	14.9%	13.3%
Services	10.8%	10.2%	11.6%
Blue Collar	19.7%	18.9%	19.5%
Farming/Forestry/Fishing	0.3%	0.1%	0.1%
Construction/Extraction	6.9%	8.4%	8.8%
Installation/Maintenance/Repair	2.4%	1.9%	2.1%
Production	6.3%	4.8%	4.9%
Transportation/Material Moving	4.0%	3.6%	3.7%

2007 Employed Population 16+ by Occupation

Total	6,080	37,630	117,925
White Collar	69.5%	70.9%	69.1%
Management/Business/Financial	19.3%	22.2%	22.4%
Professional	19.7%	21.6%	21.9%
Sales	12.4%	14.0%	13.3%
Administrative Support	18.0%	13.1%	11.5%
Services	12.2%	11.5%	12.8%
Blue Collar	18.3%	17.7%	18.1%
Farming/Forestry/Fishing	0.3%	0.1%	0.1%
Construction/Extraction	7.7%	9.3%	9.5%
Installation/Maintenance/Repair	2.1%	1.6%	1.7%
Production	4.5%	3.3%	3.3%
Transportation/Material Moving	3.8%	3.3%	3.4%

Data Note: Detail may not sum to totals due to rounding.

Source: U.S. Bureau of the Census, 2000 Census of Population and Housing. ESRI forecasts for 2007 and 2012.



Peachtree Corners

Latitude: 33.945478

Longitude: -84.261987

Office/Industrial Express Pack

Prepared by Andy B. Anderson SR/WA, CCIM

3480 Green Pointe Pkwy

Norcross, GA 30092

Radius: 1.0 mile

3480 Green Pointe Pkwy

Norcross, GA 30092

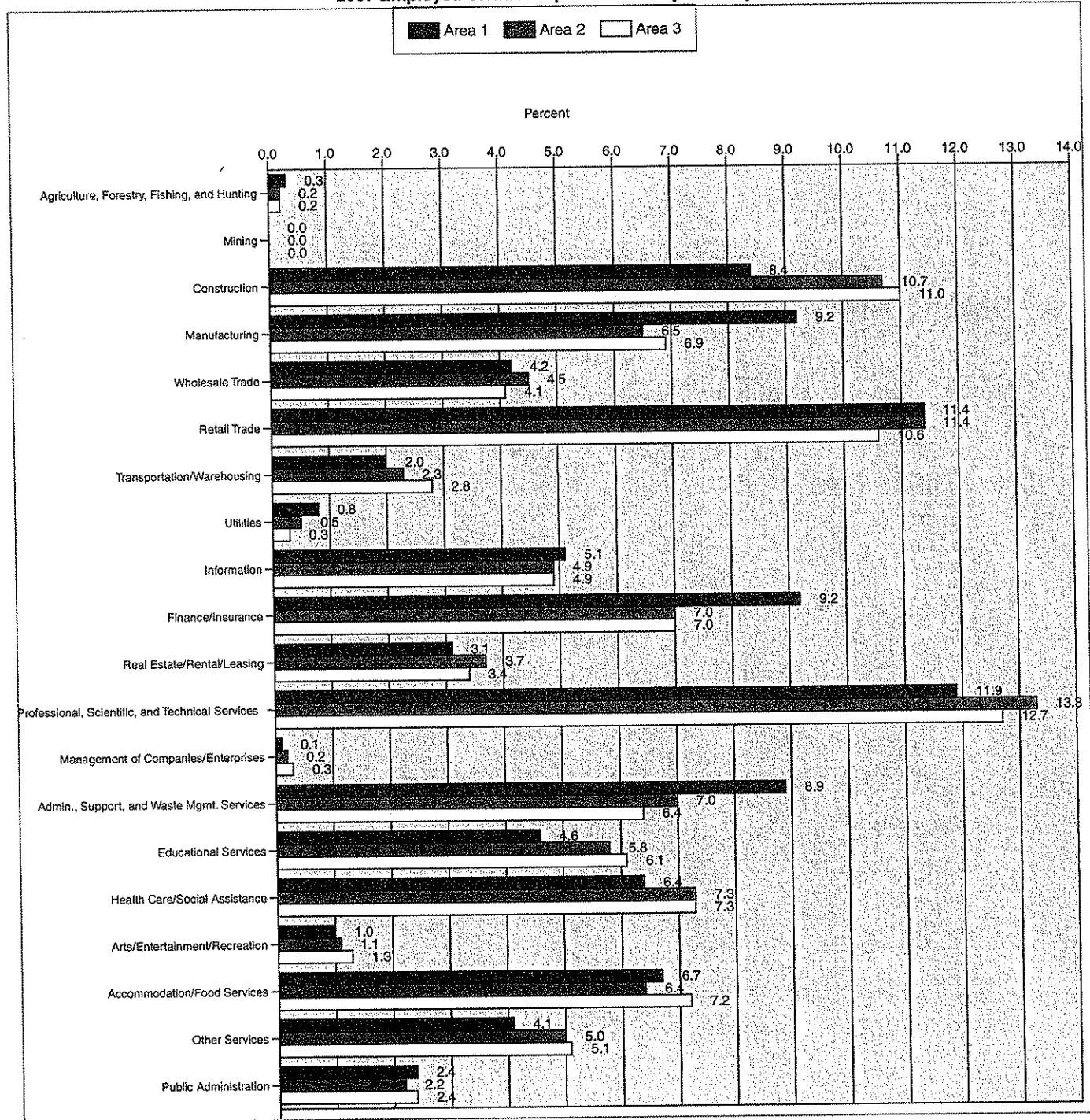
Radius: 3.0 mile

3480 Green Pointe Pkwy

Norcross, GA 30092

Radius: 5.0 mile

2007 Employed Civilian Population 16+ by Industry



Data Note: Industry descriptions based on 2000 Census of Population and Housing definitions.

Source: ESRI forecasts for 2007.



Peachtree Corners

Latitude: 33.945478

Longitude: -84.261987

Office/Industrial Express Pack

Page 75

Prepared by Andy B. Anderson SR/WA, CCIM

3480 Green Pointe Pkwy

Norcross, GA 30092

Radius: 1.0 mile

3480 Green Pointe Pkwy

Norcross, GA 30092

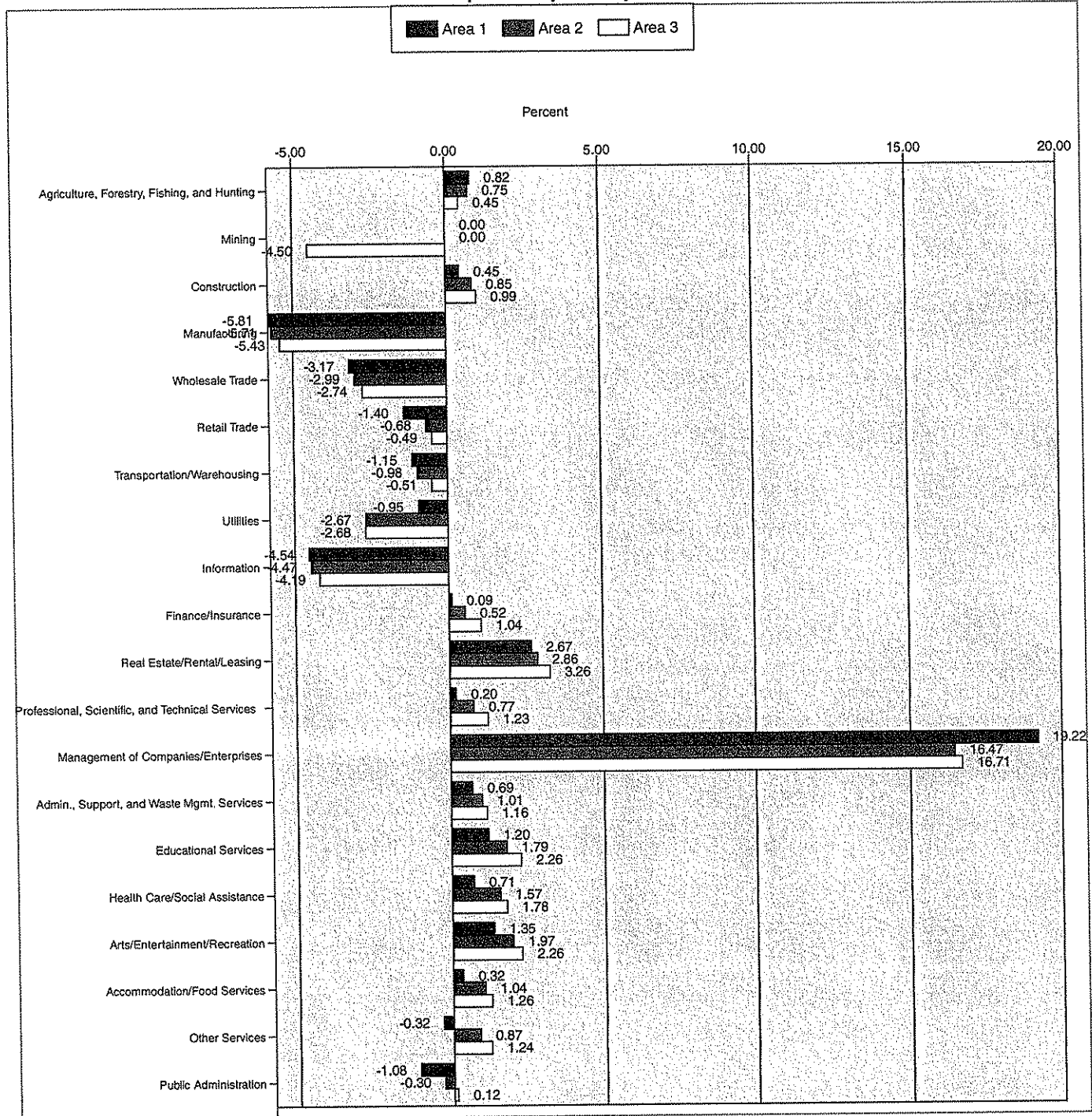
Radius: 3.0 mile

3480 Green Pointe Pkwy

Norcross, GA 30092

Radius: 5.0 mile

2000 - 2007 Population by Industry Annual Rate



Data Note: Industry descriptions based on 2000 Census of Population and Housing definitions.

Source: ESRI forecasts for 2007.



Peachtree Corners

Latitude: 33.945478

Longitude: -84.261987

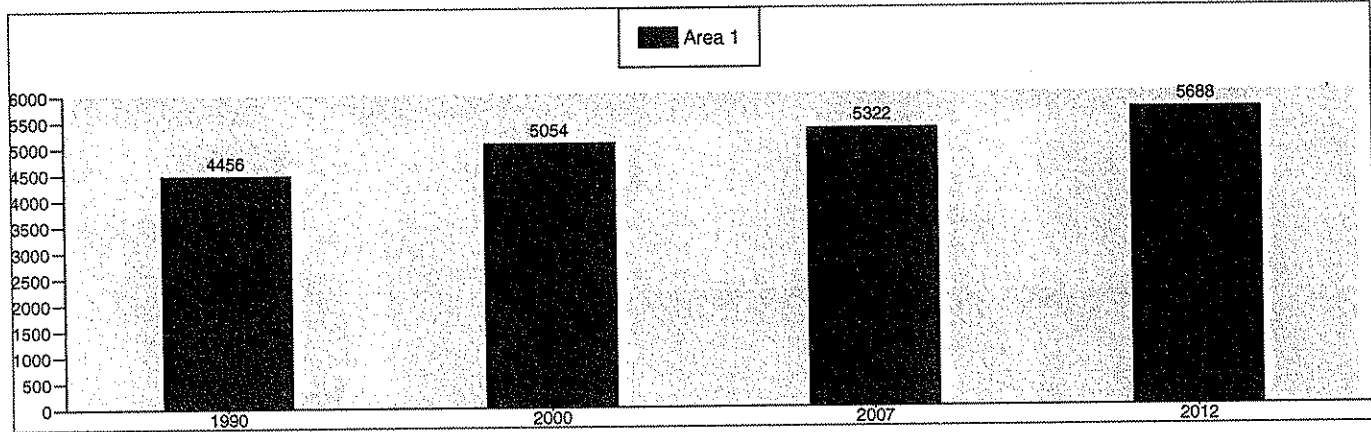
Office/Industrial Express Pack

Page 76
Prepared by Andy B. Anderson SR/WA, CCIM

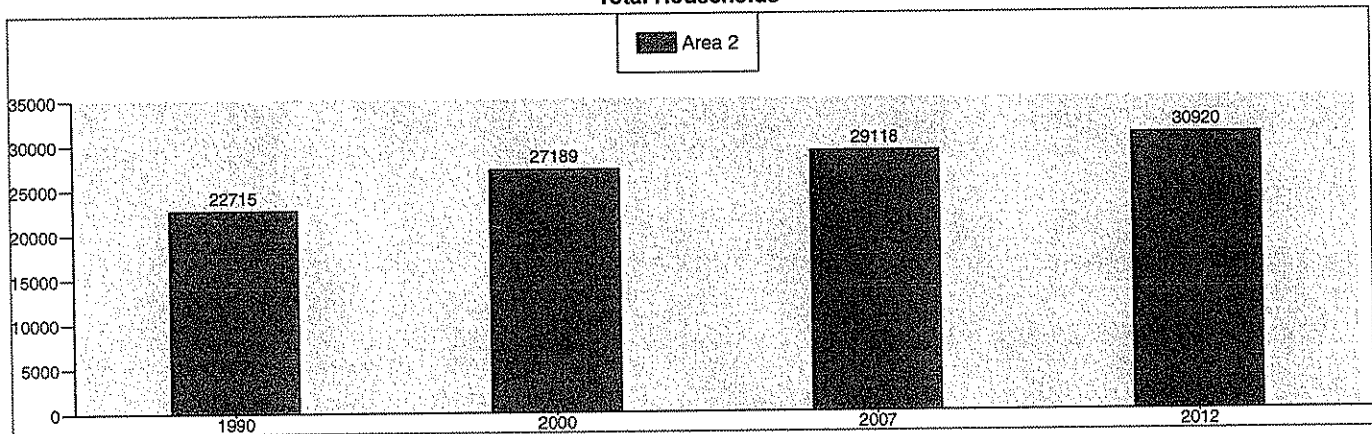
	3480 Green Pointe Pkwy Norcross, GA 30092 Radius: 1.0 mile	3480 Green Pointe Pkwy Norcross, GA 30092 Radius: 3.0 mile	3480 Green Pointe Pkwy Norcross, GA 30092 Radius: 5.0 mile
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2000 - 2007 Households Annual Rate	0.83%	1.1%	1.35%
2007 - 2012 Households Annual Rate	1.34%	1.21%	1.34%

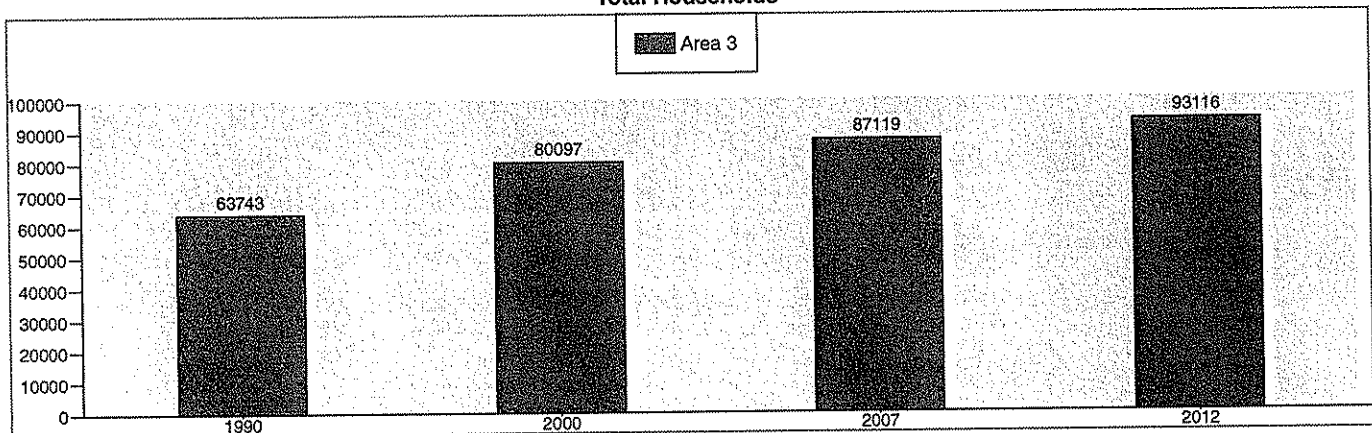
Total Households



Total Households



Total Households



Source: U.S. Bureau of the Census, 2000 Census of Population and Housing. ESRI converted 1990 Census data into 2000 geography. ESRI forecasts for 2007 and 2012.



Peachtree Corners

Latitude: 33.945478

Longitude: -84.261987

Office/Industrial Express Pack

Page 77

Prepared by Andy B. Anderson SR/WA, CCIM

3480 Green Pointe Pkwy

Norcross, GA 30092

Radius: 1.0 mile

3480 Green Pointe Pkwy

Norcross, GA 30092

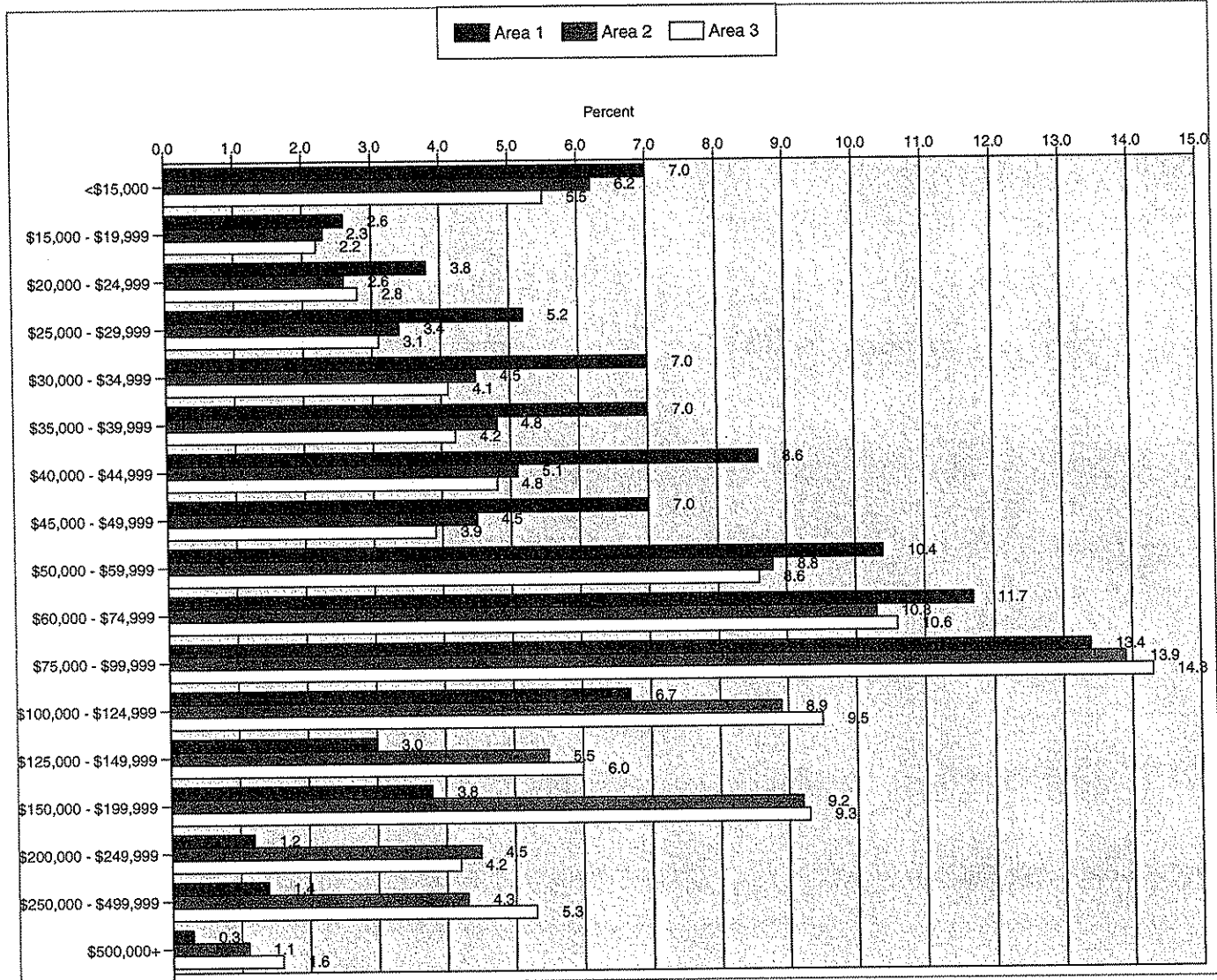
Radius: 3.0 mile

3480 Green Pointe Pkwy

Norcross, GA 30092

Radius: 5.0 mile

2007 Household Income



Median Household Income

2000	\$40,015	\$54,891	\$57,306
2007	\$51,491	\$70,618	\$75,177
2012	\$61,646	\$83,108	\$89,085

2000 - 2007 Median Household Income Annual Rate	4.12%	4.11%	4.44%
2007 - 2012 Median Household Income Annual Rate	3.67%	3.31%	3.45%

2007 Median Net Worth	\$64,903	\$122,797	\$135,689
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Data Note: Detail may not sum to totals due to rounding. Income represents annual income for the preceding year. Income for 2007 and 2012 is expressed in current dollars, including an adjustment for inflation.

Source: U.S. Bureau of the Census, 2000 Census of Population and Housing. ESRI forecasts for 2007 and 2012.

COMPARABLE LAND SALES MAP



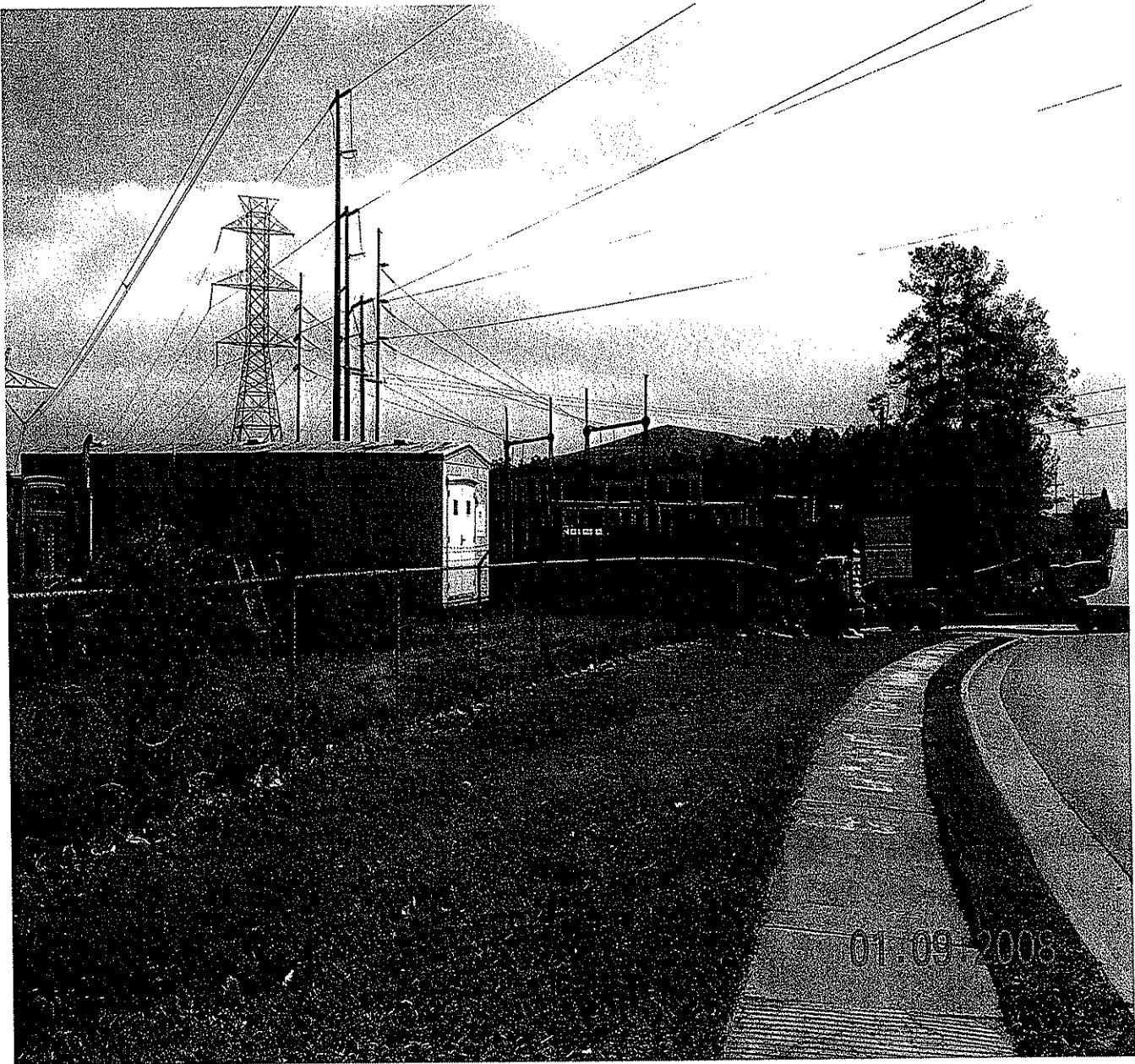
2.446 ACRES LAND @ JONES MILL RD. & GREEN POINTE PKWY FORMER FIRE STATION #21 SITE

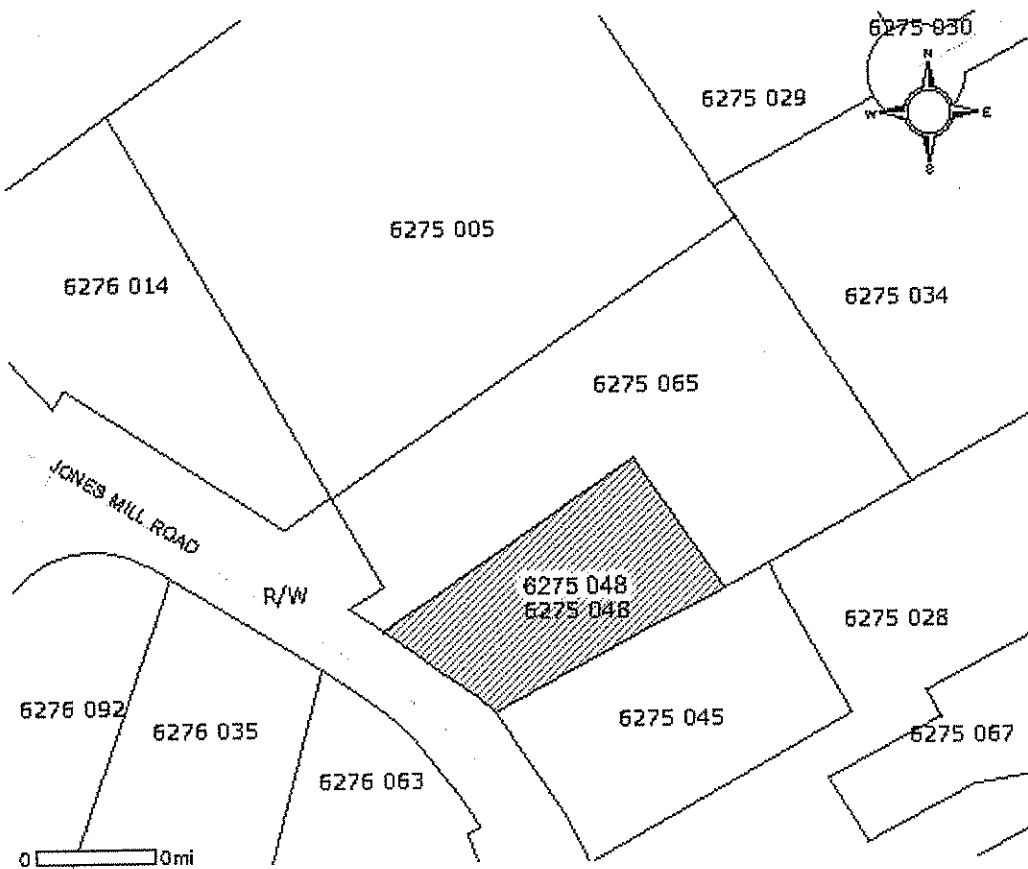
COMPARABLE LAND SALE NUMBER 1**GRANTOR:** Colonial Development Company SE**GRANTEE:** Paramount Development and Construction, LLC.**DATE OF TRANSACTION:** 10/28/2005 **TOTAL ACREAGE** 1.22**CONSIDERATION:** \$ 195,000 **PRICE PER ACRE** \$159,836**PRICE PER SQ. FT.** 3.67**FINANCING:** 126,750 – 1 year note Omni National Bank due October 31, 2006**RECORDED:** **DEED BOOK:** 45172 **PAGE:** 180 **PLAT BOOK/PAGE:** N/a**DISTRICT:** 6th **LAND LOT:** 275 **COUNTY:** Gwinnett**VERIFICATION AND SOURCE:** Public Records, Dorey's., Deed
Listing Broker, Michelle Moss, King Realty 404-942-2071**LOCATION:** 3045 Jones Mill Road (near Peachtree Industrial Intersection)**TAX MAP AND PARCEL NUMBER:** 6-275-048**HIGHEST AND BEST USE AT TIME OF SALE:** M-1**PRESENT USE:** Industrial site development**IMPROVEMENTS:** Vacant at time of sale**DESCRIPTION OF PROPERTY:**

ACCESS:	Paved	TOPOGRAPHY:	Gen. Level
UTILITIES:	Available/ Typical	SHAPE:	Rectangular
DRAINAGE:	Appears Adequate	FUNCTIONALITY:	Average

The 1.22 acre parcel was listed for sale by King Realty for 195,000. The site sold for 195,000 on October 28, 2005. Paramount Development and Construction, LLC. purchased the site form Colonial Development Company SE. The site was acquired for industrial purposes and storage of construction equipment. The property is located directly across from Bay Colony Drive near the intersection of Peachtree Industrial Boulevard. The site is generally level and has good access and visibility from Jones Mill Road. The purchase price translates into a price of 159,836 per acre. The property would be east of subject on Jones Mill Road.

COMPARABLE LAND SALE NUMBER 1



COMPARABLE LAND SALE NUMBER 1

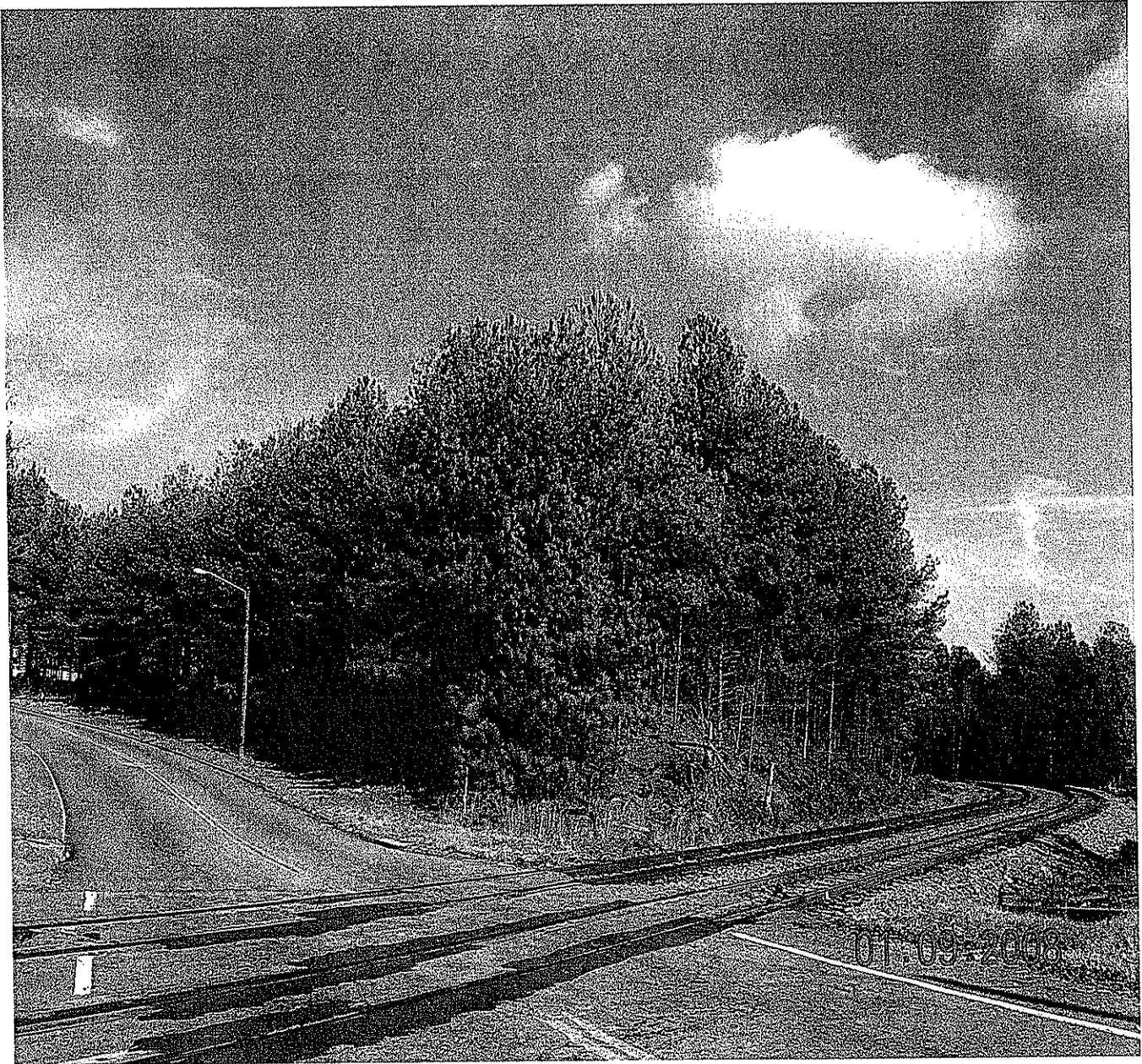
52 2.446 ACRES LAND @ JONES MILL RD. & GREEN POINTE PKWY FORMER FIRE STATION #21 SITE

COMPARABLE LAND SALE NUMBER 2**GRANTOR:** Gazelle Partners, LLC.**GRANTEE:** Faast Leasing Georgia, LLC**DATE OF TRANSACTION:** 09/15/2006**TOTAL ACREAGE** 1.361**CONSIDERATION:** \$ 220,000**PRICE PER ACRE.** \$161,646**PRICE PER SQ. FT.** \$ 3.71**FINANCING:** Cash to Seller**RECORDED:** **DEED BOOK:** 47029 **PAGE:** 548 **PLAT BOOK/PAGE:** 107/80-81**DISTRICT:** 6 **LAND LOT:** 217 **COUNTY:** Gwinnett**VERIFICATION AND SOURCE:** Public Records, Dorey's, Deed
Grantor, Robert Blackwell, Gazelle Partners 404-219-5559**LOCATION:** 2085 Nancy Hanks Drive**TAX MAP AND PARCEL NUMBER:** 6-217-057**HIGHEST AND BEST USE AT TIME OF SALE:** M-1**PRESENT USE:** Vacant Land**IMPROVEMENTS:** Vacant at time of sale**DESCRIPTION OF PROPERTY:**

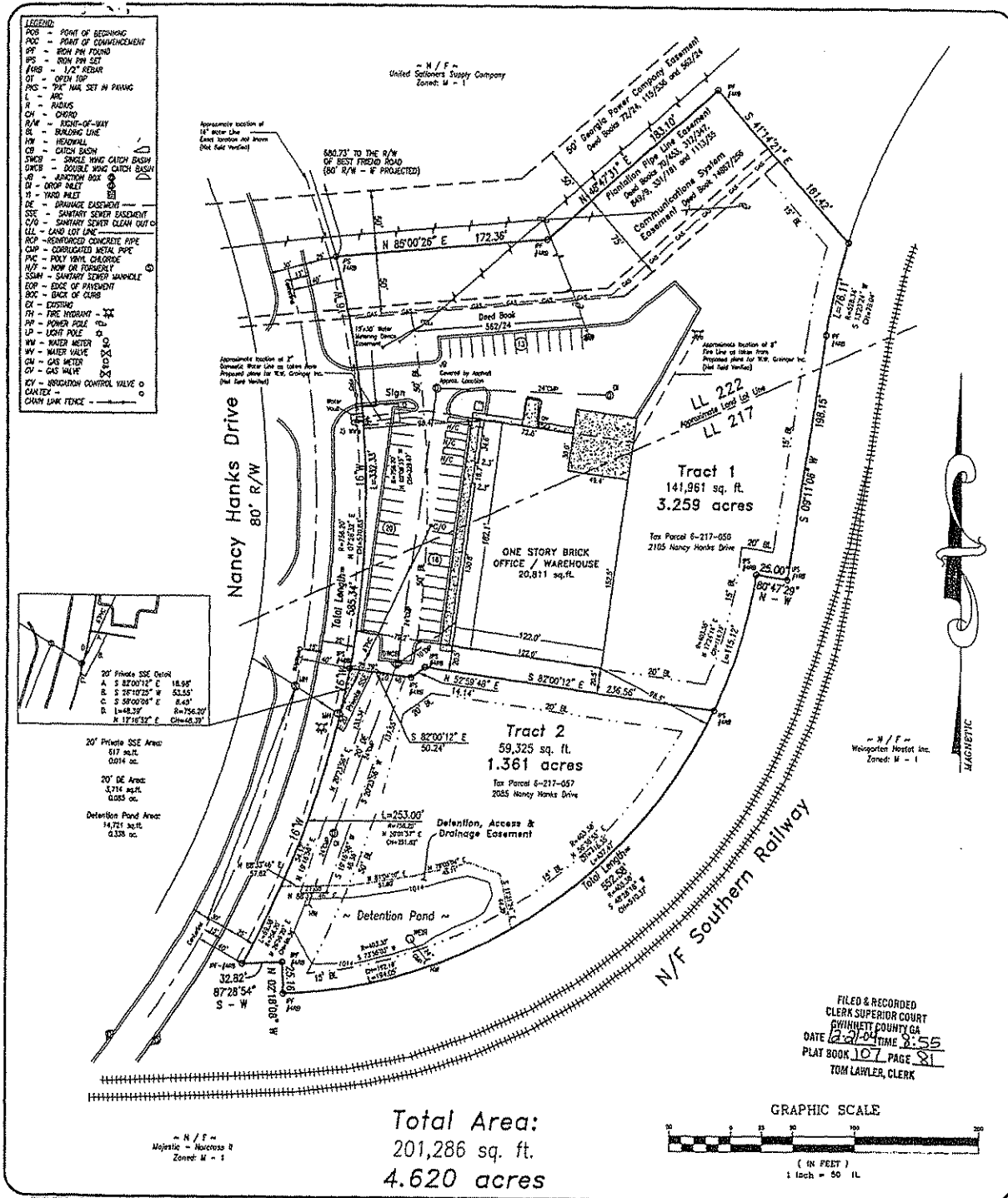
ACCESS:	Paved	TOPOGRAPHY:	Rolling
UTILITIES:	Available/ Typical	SHAPE:	Irregular
DRAINAGE:	Appears Adequate	FUNCTIONALITY:	Average

Gazelle Partners sold the 1.361 acre tract on September 15, 2006 to Faast Leasing. The site is located between Best Friends Road and Crescent Drive. The property is bordered by Nancy Hanks Drive and a Southern Railway Line to the east. The property is identified as Lot 2 on the survey (Plat 107, page 81). The site will contain a detention pond on the southern portion. The property is slightly sloping upward along Nancy Hanks Drive. The shape is triangular. The property has good frontage and access from Nancy Hanks Drive.

COMPARABLE LAND SALE NUMBER 2



COMPARABLE LAND SALE NUMBER 2

[illegible]

Gazelle Partners, L.L.C., III
PLATTING ONLY
LAND LOTS 217, 222 ~ 6th DISTRICT
GWINNETT COUNTY ~ GEORGIA



**LAND SURVEYOR,
INCORPORATED**
3489 Acworth Drive East
Suite 218
Acworth, Georgia 30106
770-876-3933
survey@oeland.com

THE SURVEY HAS BEEN PREPARED FOR THE DEEDBOOK LIST OF Cecelia Poffinger, LLC, IN ALL COUNTRIES OF SAID SURVEY, WITH RESPECT TO THE ACQUISITION OF SAID LAND, IS TO BE DEEDBOOK TO ALL PERSONS OR PARTIES ORDERED BY SAID STATE ACTION.

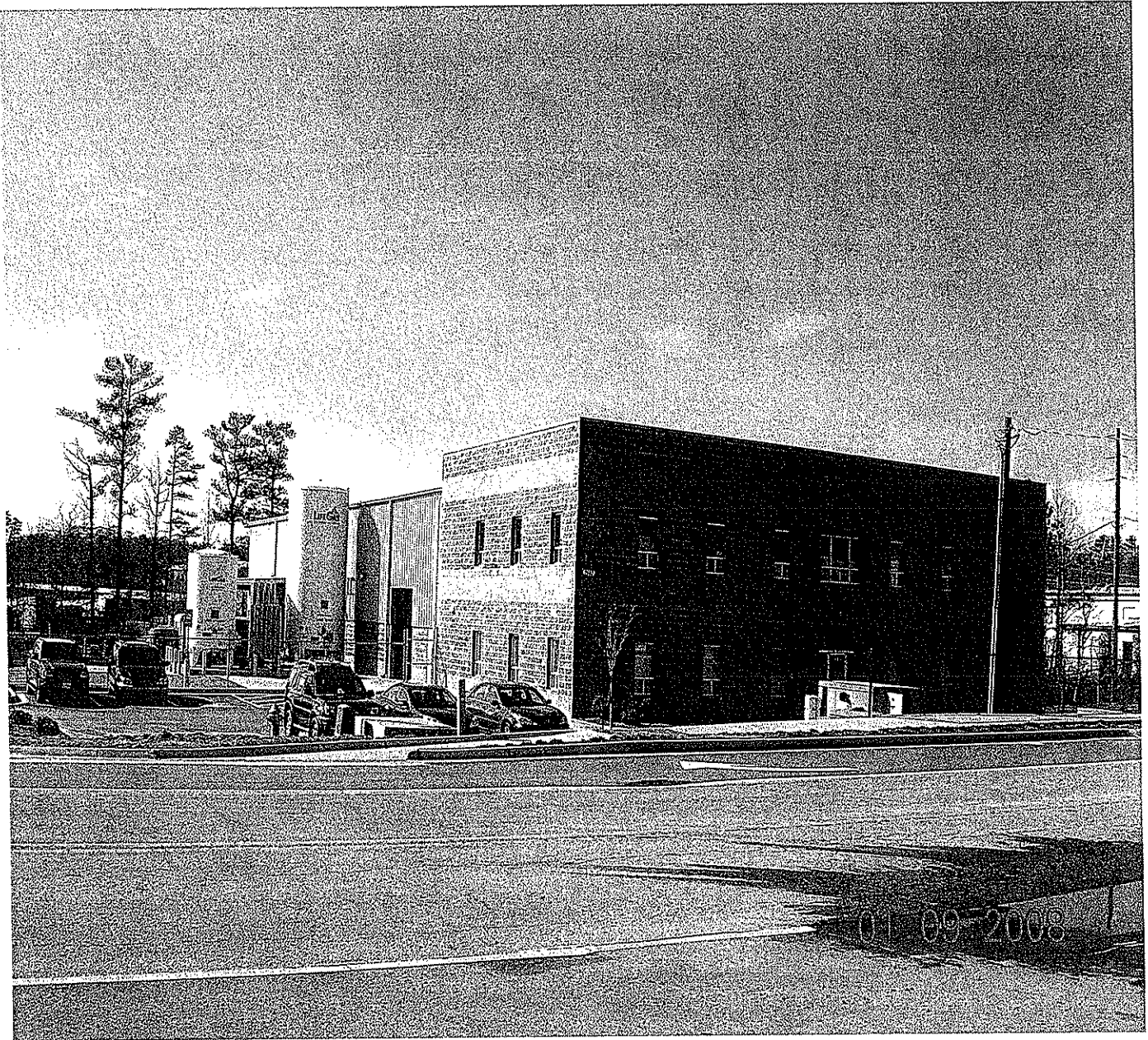


COMPARABLE LAND SALE NUMBER 3**GRANTOR:** 4G Properties, LLC**GRANTEE:** Lehigh Properties, LLC**DATE OF TRANSACTION:** 09/19/2005**TOTAL ACREAGE** 2.879**CONSIDERATION:** \$770,000**PRICE PER ACRE:** 267,454**PRICE PER SQ. FT.:** 6.14**FINANCING:** Cash to Seller**RECORDED:** DEED BOOK: 44613 PAGE: 147 PLAT BOOK/PAGE: 103/185**DISTRICT:** 6th **LAND LOT:** 258 **COUNTY:** Gwinnett**VERIFICATION AND SOURCE:** Public Records, Dorey's., Deed
Grantor, 4G Properties, LLC, Michael Garrison**LOCATION:** 2883 Simpson Circle**TAX MAP AND PARCEL NUMBER:** 6-258-054**HIGHEST AND BEST USE AT TIME OF SALE:** M-2**PRESENT USE:** Industrial Use**IMPROVEMENTS:** Vacant at time of sale**DESCRIPTION OF PROPERTY:**

ACCESS:	Paved	TOPOGRAPHY:	Generally level
UTILITIES:	Available/ Typical	SHAPE:	Rectangular
DRAINAGE:	Appears Adequate	FUNCTIONALITY:	Average

The 2.897 acre tract is known as Tract 2 on the survey prepared for Life Gas Atlanta. The property was purchased on September 19, 2005 for 770,000. The purchase price translates into 267,454 per acre. The site is located near the intersection of Buford Highway and Simpson Circle. The property is slightly below grade but has good access from Simpson Circle. The property was developed with an industrial style (metal/block) building which will be used by Life Gas of North America.

COMPARABLE LAND SALE NUMBER 3



COMPARABLE LAND SALE NUMBER 4

GRANTOR: Garnett Realty, Inc.

GRANTEE: Most Reverend Wilton D. Gregory, as Archbishop of the Roman Catholic Archdiocese of Atlanta, and/or his successors in office

DATE OF TRANSACTION: 12/22/2006	TOTAL ACREAGE 1.17
CONSIDERATION: \$ 318,458	PRICE PER ACRE: 272,137
	PRICE PER SQ. FT: 6.25

FINANCING: Cash to Seller

RECORDED: DEED BOOK: 47398 PAGE: 587 PLAT BOOK/PAGE: N/a

DISTRICT: 6th **LAND LOT:** 200 **COUNTY:** Gwinnett

VERIFICATION AND SOURCE: Public Records, Dorey's., Deed
Listing Broker, James Lappe, Norgreen Corp. 404-422-2424

LOCATION: Intersection of Shackleford Road and Timmers Ways

TAX MAP AND PARCEL NUMBER: 6-220-014

HIGHEST AND BEST USE AT TIME OF SALE: M-1

PRESENT USE: Vacant Land

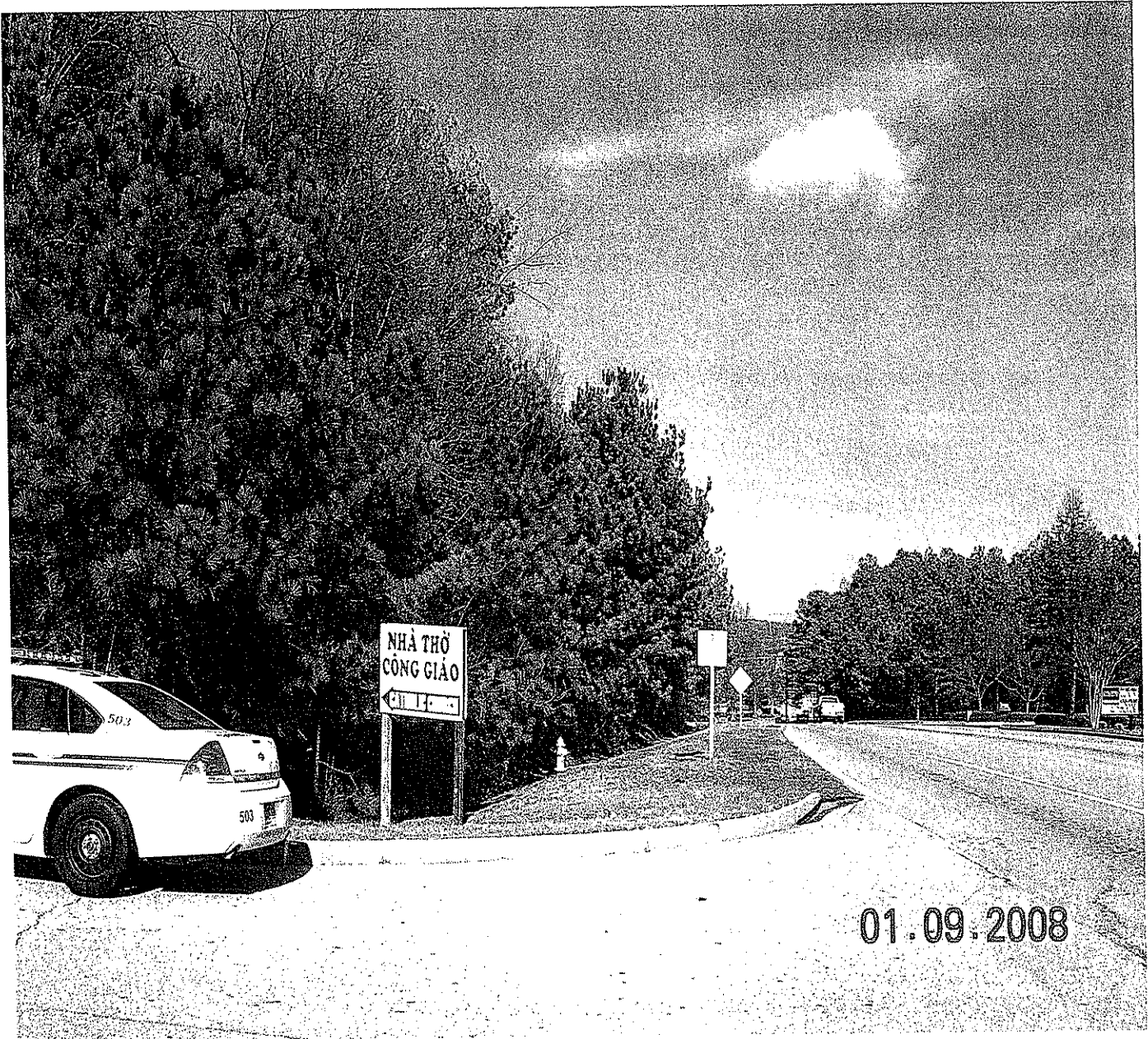
IMPROVEMENTS: Vacant at time of sale

DESCRIPTION OF PROPERTY:

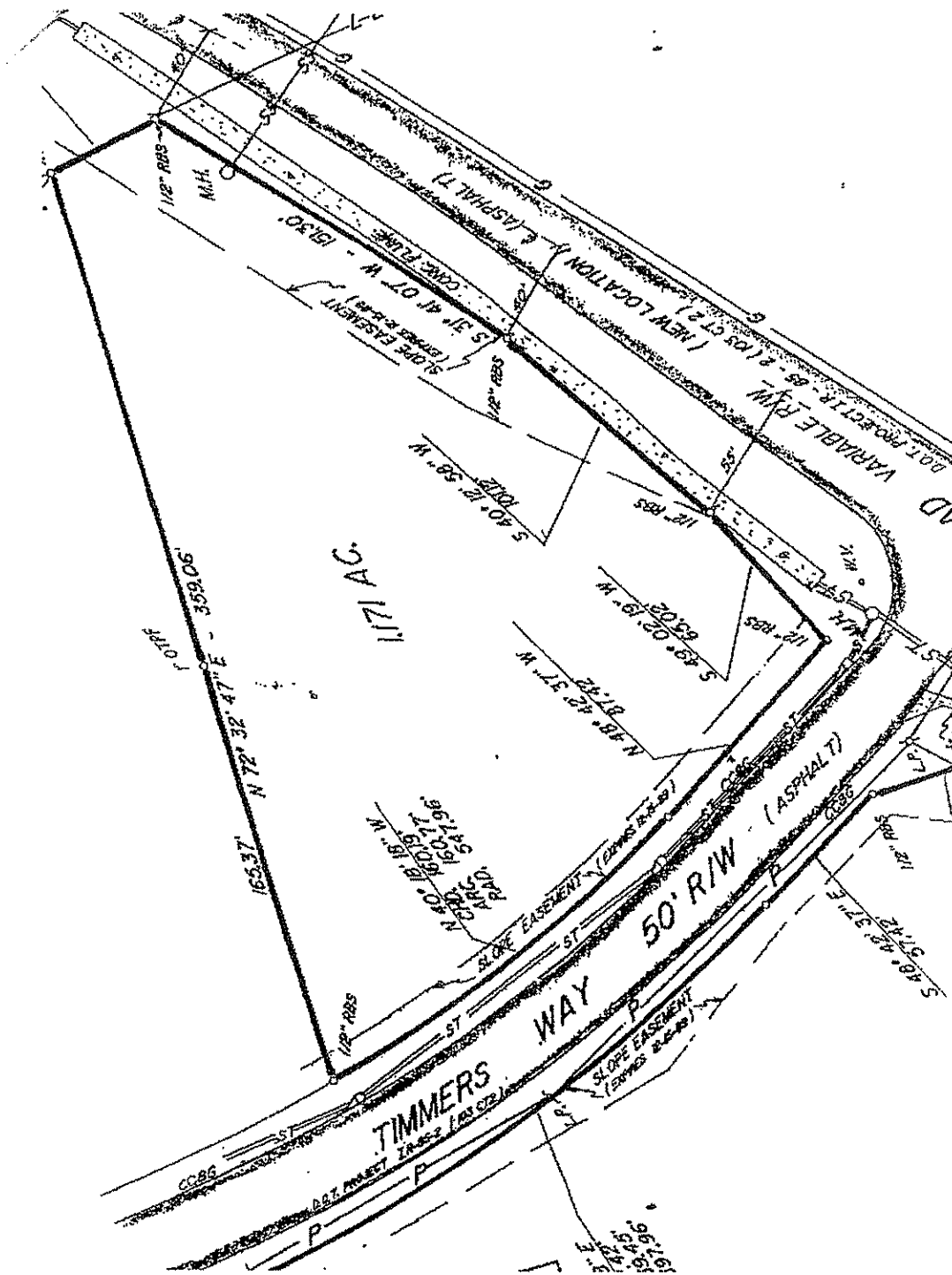
ACCESS:	Paved	TOPOGRAPHY:	Generally level
UTILITIES:	Available/ Typical	SHAPE:	Rectangular
DRAINAGE:	Appears Adequate	FUNCTIONALITY:	Average

The 1.171 acre tract sold for 318,458 on December 22, 2006. The site is located at the intersection of Shackleford Road and Timmers Way in Gwinnett Park. This is an industrial park located adjacent to I-85 off of Beaver Run Road. The property is adjacent to other tracts owned by religious organizations and the subject is believed to have been purchased for this type of use versus office or industrial uses. The site is slightly rolling and is bordered by a power line. The property has good access and visibility.

COMPARABLE LAND SALE NUMBER 4



COMPARABLE LAND SALE NUMBER 4



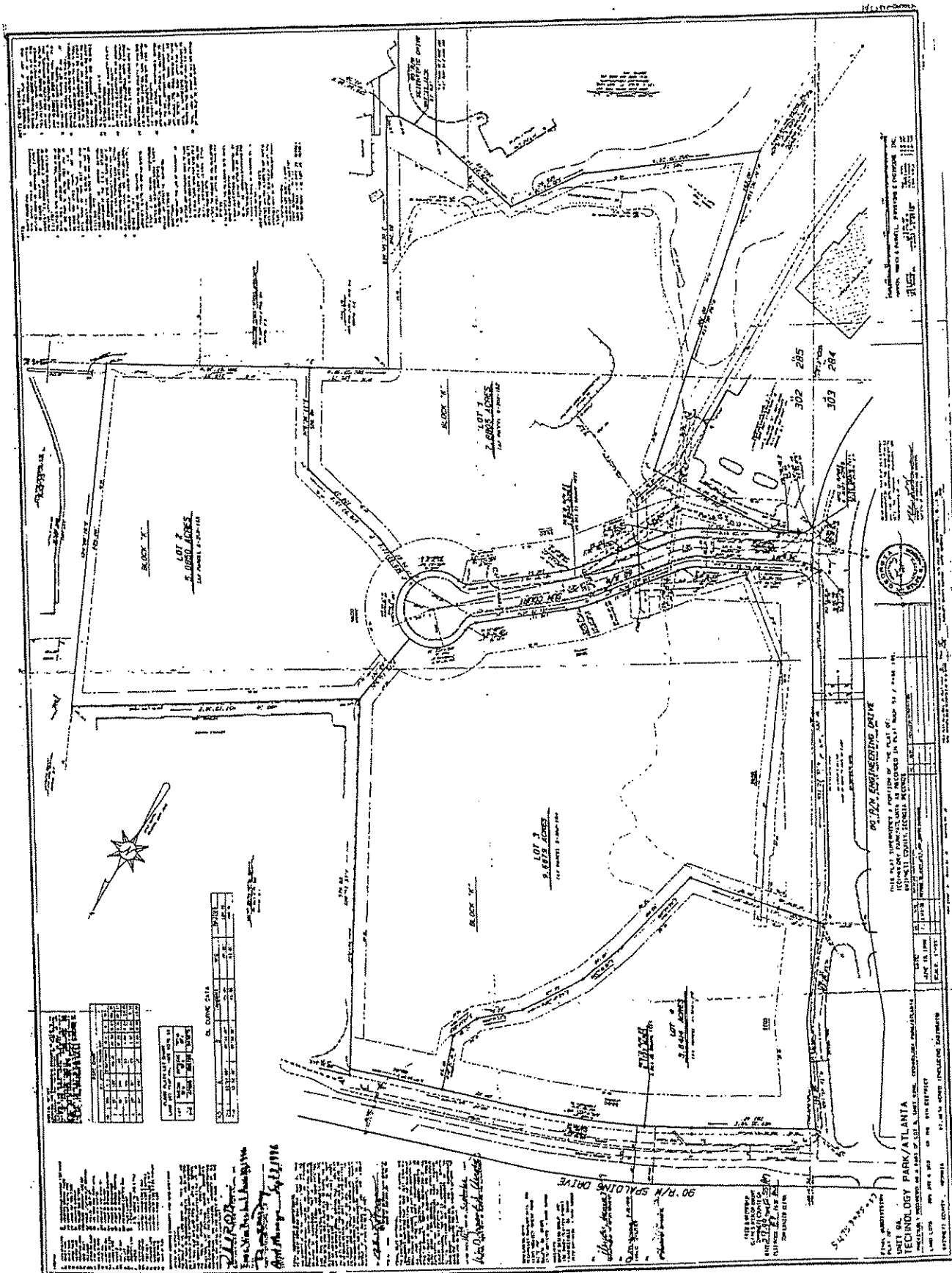
COMPARABLE LAND SALE NUMBER 5**GRANTOR:** Jettison, LLC.**GRANTEE:** CP-TP Development, LLC.**DATE OF TRANSACTION:** 06/30/2005**TOTAL ACREAGE** 3.54**CONSIDERATION:** \$ 625,000**PRICE PER ACRE** \$176,554**PRICE PER SQ. FT.** 4.05**FINANCING:** Cash to seller**RECORDED:** **DEED BOOK:** 43371 **PAGE:** 196 **PLAT BOOK/PAGE:** 80/62**DISTRICT:** 6th **LAND LOT:** 302 & 303 **COUNTY:** Gwinnett**VERIFICATION AND SOURCE:** Public Records, Dorey's., Deed
Grantor, Rick O'Brien 770-497-1400**LOCATION:** 3705 Engineering Drive (Intersection of Spalding Drive)**TAX MAP AND PARCEL NUMBER:** 6-302-170**HIGHEST AND BEST USE AT TIME OF SALE:** M-1**PRESENT USE:** Office Building Development**IMPROVEMENTS:** Vacant at time of sale**DESCRIPTION OF PROPERTY:****ACCESS:** Paved
UTILITIES: Available/ Typical
DRAINAGE: Appears Adequate**TOPOGRAPHY:** Below Grade
SHAPE: Rectangular
FUNCTIONALITY: Average

Jettison, LLC sold the 3.5414 acre tract to CP-TP on June 30, 2005. The consideration was shown to be 625,000. The purchase price translates into a per acre price of 176,553. The property is located near the intersection of Engineering Drive and Spalding Drive. The site is a corner location that is slightly below grade. The property would fall under the restrictive covenants of Technology Park. Two separate office buildings have been constructed on the site. The property is known as Lot 4 on the plat. The site is considered as superior to the subject due the access and visibility from Spalding Drive.

COMPARABLE LAND SALE NUMBER 5



COMPARABLE LAND SALE NUMBER 5



COMPARABLE LAND SALE NUMBER 6**GRANTOR:** Dan Cowart, Inc.**GRANTEE:** Office Suites Plus Properties, Inc.**DATE OF TRANSACTION:** 08/16/2005 **TOTAL ACREAGE** 2.577**CONSIDERATION:** \$ 825,000 **PRICE PER ACRE:** 320,140**PRICE PER SQ. FT:** 7.35**FINANCING:** Cash to Seller**RECORDED:** **DEED BOOK:** 44048 **PAGE:** 066 **PLAT BOOK/PAGE:** 109/7**DISTRICT:** 6th **LAND LOT:** 320 **COUNTY:** Gwinnett**VERIFICATION AND SOURCE:** Public Records, Dorey's., Deed
Grantee, Office Suites Properties, James C. Baughman
859-514-6000**LOCATION:** Spalding Triangle**TAX MAP AND PARCEL NUMBER:** 6-302-156**HIGHEST AND BEST USE AT TIME OF SALE:** Office Use**PRESENT USE:** Office**IMPROVEMENTS:** Vacant at time of sale**DESCRIPTION OF PROPERTY:**

ACCESS:	Paved	TOPOGRAPHY:	Generally level
UTILITIES:	Available/ Typical	SHAPE:	Rectangular
DRAINAGE:	Appears Adequate	FUNCTIONALITY:	Average

The sale involved two tracts of land shown on the survey as Lot 1-E , Block C 1.063 acres and Lot 1-C Block C containing 1.514 acres for a total of 2.577 acres. The property was sold by Dan Cowart, Inc. to Office Suite Plus Properties, Inc. on August 16, 2005 for 825,000 (320,139 per acre). The property is well located in the Spalding Triangle Business Park. The subject site has good access and visibility from Peachtree Parkway. The site is generally level.

COMPARABLE LAND SALE NUMBER 6



COMPARABLE LAND SALE NUMBER 6

This is a detailed plat map for the Spalding Triangle, showing various lots, blocks, and acreages. The map includes a north arrow, a scale bar, and a legend. The lots are numbered and labeled with their respective acreages. The map also shows the location of the Spalding Triangle, which is a triangular area of land. The map is titled "SPALDING TRIANGLE" and "FINAL PLAT". The map is drawn by HAYES, JAMES & ASSOCIATES, INC. The map is dated 1988. The map is a legal document and should be read as such.

The map shows the following lots and blocks:

- LOT 1 - BLOCK 1 - 2.332 AC.
- LOT 2 - BLOCK 2 - 2.332 AC.
- LOT 3 - BLOCK 3 - 2.332 AC.
- LOT 4 - BLOCK 4 - 2.332 AC.
- LOT 5 - BLOCK 5 - 2.332 AC.
- LOT 6 - BLOCK 6 - 2.332 AC.
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The map also shows the following blocks:

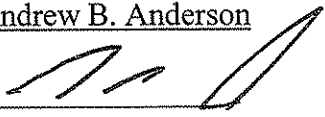
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- BLOCK 87 - 2.332 AC.
- BLOCK 88 - 2.332 AC.
- BLOCK 89 - 2.332 AC.
- BLOCK 90 - 2.332 AC.
- BLOCK 91 - 2.33

CERTIFICATION

I certify that, to the best of my knowledge and belief,

- the statements of fact contained in this report are true and correct.
- the reported analyses, opinions, and conclusions are limited only by the reported assumptions, and limiting conditions, and are my personal, unbiased professional analyses, opinions and conclusions.
- I have no present or prospective interest in the property that is the subject of this report, and I have no personal interest or bias with respect to the parties involved.
- my compensation is not indirectly contingent upon the reporting of a predetermined value or direction in value that favors the cause of the client, the amount of the value estimate, the attainment of a stipulated result, or the occurrence of a subsequent event.
- my analyses, opinions, and conclusions were developed, and this report has been prepared in conformity with the Uniform Standards of Appraisal Practice and the Appraisal Institute.
- I have made a personal inspection of the property that is the subject of this report.
- An environment study was not conducted and may be required.
- no one provided significant real estate valuations assistance to the person signing this report.

APPRAISER: Andrew B. Anderson

SIGNATURE: 

TITLE: Principle

DATE SIGNED: 01/28/2008

LICENSE #: GC001766

Appraiser [☒] did [☐] did not inspect the subject property.

ASSUMPTIONS AND LIMITING CONDITIONS

CERTIFICATION OF APPRAISER

ASSUMPTIONS AND LIMITING CONDITIONS

Definition of Market Value: The most probable price which a property should bring in a competitive and open market under all conditions requisite to a fair sale, the buyer and seller, each acting prudently, knowledgeably and assuming the price is not affected by undue stimulus. Implicit in this definition is the consummation of a sale as of a specified date and the passing of title from seller to buyer under conditions whereby: (1) buyer and seller are typically motivated; (2) both parties are well informed or well advised, and each acting in what they consider to be their own best interest; (3) a reasonable time is allowed for exposure in the open market; (4) payment is made in terms of cash in U.S. Dollars or in terms of financial arrangements comparable thereto; and (5) the price represents the normal consideration for the property sold unaffected by special or creative financing or sales concessions* granted by anyone associated with the sale.

* Adjustments to the comparables must be made for special or creative financing or sales concessions. No adjustments are necessary for those costs which are normally paid by sellers as a result of tradition or law in a market area; these costs are readily identifiable since the seller pays these costs in virtually all sales transactions. Special or creative financing adjustments can be made to the comparable property by comparisons to financing terms offered by a third party institutional lender that is not already involved in the property or transaction. Any adjustment should not be calculated on a mechanical dollar for dollar cost of the financing or concessions but the dollar amount of any adjustment should approximate the market's reaction to the financing or concessions based on the appraiser's judgment.

The appraiser's certification of appraisal is subject to:

1. The appraiser will not be responsible for matters of a legal nature that affect either the property being appraised or the title to it. The appraiser assumes that the title is good and marketable and, therefore, will not render any opinions about the title. The property is appraised on the basis of it being under responsible ownership.
2. The appraiser has provided a sketch in the appraisal report to show approximate dimensions of the improvement, and the sketch is included only to assist the reader of the report in visualizing the property and understanding the appraiser's determination of its size.
3. The appraiser has examined the available flood maps that are provided by the Federal Emergency Management Agency (or other data sources) and has noted in the appraisal report whether the subject site is located in an identified Special Flood Hazard Area. Because the appraiser is not a surveyor, he or she makes no guarantees, express or implied, regarding this determination.
4. The appraiser will not give testimony or appear in court because he or she made an appraisal of the property in question, unless specific arrangements to do so have been made beforehand.
5. The appraiser has estimated the value of the land in the cost approach at its highest and best use and the improvements at their contributory value. These separate valuations of the land and improvements must not be used in conjunction with any other appraisal and are invalid if they are so used.
6. The appraiser has noted in the appraisal report any adverse conditions (such as needed repairs, depreciation, the presence of hazardous wastes, toxic substances, etc.) observed during the inspection of the subject property or that he or she became aware

of during the normal research involved in performing the appraisal. Unless otherwise stated in the appraisal report, the appraiser has no knowledge of any hidden or unapparent conditions of the property or adverse environmental conditions (including the presence of hazardous wastes, toxic substances, etc.) that would make the property more or less valuable, and has assumed that there are no such conditions and makes no guarantees or warranties, express or implied, regarding the condition of the property. The appraiser will not be responsible for any such conditions that do exist or for any engineering or testing that might be required to discover whether such conditions exist. Because the appraiser is not an expert in the field of environmental hazards, the appraisal report must not be considered as an environmental assessment of the property.

7. The appraiser obtained the information, estimates, and opinions that were expressed in the appraisal report from sources that he or she considers to be reliable and believes them to be true and correct. The appraiser does not assume responsibility for the accuracy of such items that were furnished by other parties.
8. The appraiser will not disclose the contents of the appraisal report except as provided in the Uniform Standards of Professional Practice and the Appraisal Institute. The appraiser has met all continuing education with the State of Georgia Appraisal Board through 4/30/2008.
9. The appraiser has based his or her appraisal report and valuation conclusion for an appraisal that is subject to satisfactory completion, repairs or alterations on the assumption that completion of the improvements will be performed in a workmanlike manner.
10. The appraiser must provide his written consent before the lender/client specified in the appraisal report can distribute the appraisal report (including conclusions about the property value, the appraiser's identity and professional designations and references to any professional appraisal organizations or the firm with which the appraiser is associated) to any other than the borrower; the mortgagee or its successors as assigns; the mortgage insurer; consultants; professional appraisal organizations; any state or federally approved financial institution; or any department, agency, or instrumentality of the United States or any state or the District of Columbia; except that the lender/client may distribute the property description section of the report only to date collection or reporting services without having to obtain the appraiser's written consent and approval must also be obtained before the appraisal can be conveyed by anyone to the public through advertising, public relations, news sales, or other media.

CERTIFICATION OF APPRAISER

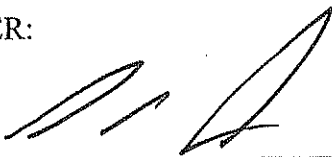
1. I have researched the subject market area and have selected a minimum of three recent sales of properties most similar and proximate to the subject property for consideration in the sales comparison analysis and have made a dollar adjustment when appropriate to reflect the market reaction to those items of signification variation. If a significant item in a comparable property is superior to, or more favorable than, the subject property, I have made a negative adjustment to reduce the adjusted sales price of the comparable and if a significant item in a comparable property is inferior to, or less favorable than the subject property, I have made a positive adjustment to increase the adjusted sales price of the comparable.
2. I have taken into consideration the factors that have an impact on value in my development of the estimate of market value in the appraisal report. I have not knowingly withheld any significant information from the appraisal report and I believe, to the best of my knowledge, that all statements and information in the appraisal report are true and correct. The appraiser has not conducted an environmental study of the property.
3. I stated in the appraisal report only my own personal, unbiased and professional analysis, opinions, and conclusions, which are subject only to the contingent and limiting conditions specified in this report.
4. I have no present or prospective interest in the property that is the subject of this report, and I have no present or prospective personal interest or bias with respect to the participants in the transaction. I did not base, either partially or completely, my analysis and/or the estimate of market value in the appraisal report on the race, color, religion, sex, handicap, familial status or national origin of either the prospective owners or occupants of the subject property or of the present owners or occupants of the properties in the vicinity of the subject property.
5. I have no present or contemplated future interest in the subject property, and neither my current or future employment nor my compensation for performing this appraisal is contingent on the appraised value of the property.
6. I was not required to report a predetermined value or direction in value that favors the cause of the client or any related party, the amount of the value estimate, the attainment of a specific result or the occurrence of a subsequent event in order to receive my compensation and/or employment for performing the appraisal. I did not base the appraisal report on a requested minimum valuation, a specific valuation or the need to approve a specific mortgage loan.
7. I performed this appraisal in conformity with the Uniform Standards of Professional Standards Appraisal Practice that were adopted and promulgated by the Appraisal Board of the Appraisal Foundation and that were in place as of the effective date of this appraisal, with the exception of the departure provision of those standards, which does not apply. I acknowledge an estimate of the definition of market value, and the estimate I developed is consistent with the marketing time noted in the neighborhood section of this report, unless I have otherwise stated in the reconciliation section. This report was also prepared to be in conformity with the standards of the Appraisal Institute.

8. I have personally inspected the exterior of the subject property, and the exterior of all properties listed as comparables in the appraisal report. I further certify that I have noted any apparent or known adverse conditions in the subject improvements, on the subject site, or on any site within the immediate vicinity of the subject property of which I am aware and have made adjustments for these adverse conditions in my analysis of the property value to the extent that I had market evidence to support them. I have also commented about the effect of the adverse conditions on the marketability of the subject property.
9. I personally prepared all conclusions and opinions about the real estate that were set forth in the appraisal report. If I relied on significant professional assistance from any individual or individuals in the performance of the appraisal or the preparation of the appraisal report, I have named such individual(s) and disclose the specific tasks performed by them in the reconciliation section of this report. I certify that any individual so named is qualified to perform the tasks. I have not authorized anyone to make a change to any item in the report; therefore, if an unauthorized change is made to the appraisal report, I will take no responsibility for it.
10. The appraiser disclosed the property may have environmental damages or may require remediation. The appraiser report is being prepared without an environment assessment and client was advised that such a report may be required in order to determine the impact on the future value of the property. The appraiser is would not be able to determine the impact on the value without access to this information.

IDENTIFICATION OF THE PROPERTY :

**JONES MILL ROAD @ GREEN POINTE PARKWAY 2.446 ACRES
TAX PARCEL AND MAP IDENTIFICATION 6-281-044
GWINNETT COUNTY, GEORGIA**

APPRAISER:



Andy B. Anderson, SR/WA, CCIM
Certified General Real Estate Appraiser # CG-001766

QUALIFICATIONS OF: ANDY B. ANDERSON, SR/WA, R/W-AC, CCIM

EXPERIENCE

Engaged in professional real estate services for the last seventeen years. Background encompasses real estate accounting, budgeting, construction, appraisal and real estate valuations. Conducted valuations and appeared before State-Level Boards in Virginia, South Carolina, North Carolina, Kentucky and has served as an expert witness in Superior Court in the State of Georgia. Value analysis and representation includes hotel, shopping centers, multi-family, office buildings, proposed developments and industrial properties.

EDUCATION

Bachelor of Business Administration, Degree in Business Management, Georgia Southern College, Statesboro, Georgia.

Commercial Investment Real Estate Institute, Chicago, IL., Completion of education program and designated as Certified Commercial Investment Member-CCIM

COURSES AND SEMINARS

Commercial Investment Real Estate Institute

CI 101- Financial Analysis for Commercial Investment
 CI 201- Market Analysis for Commercial Inv. Real Estate
 CI 301- Decision Analysis for Commercial Inv. Real Estate
 CI 407- Advanced Leasing Techniques

Appraisal Institute

1A-1 Real Estate Appraisal Principles
 1A-2 Basic Valuation Procedures
 201 Principles of Income Capitalization

 410 Standard of Professional Practice-A
 420 Standards of Professional Practice-B
 Hotel/Motel Valuations
 Appraisal Review
 Analyzing Operating Expenses
 Appraiser as an Expert Witness
 New Industrial Valuation
 Appraisal & the Internet
 Uni. Standards for Federal Land Acquisitions

Marshall & Swift Cost Value Certification

CERTIFICATIONS AND LICENSE

Georgia Real Estate Appraisal Board-Certified #C001766
 Georgia Real Estate Commission-Broker # 145050
 South Carolina Real Estate Appraisal Board- Certified #CG 435
 South Carolina Real Estate Commission- Inactive License
 Kentucky Real Estate Commission- Broker # 035776
 Mississippi Real Estate Appraisers Board-Certified # GA-643
 North Carolina Real Estate Commission- Broker
 North Carolina Appraisers Board-Certified # A5021
 Commercial Real Estate Institute-Designated Member CCIM #8263
 Appraisal Institute-MAI General Associate
 Department of Transportation-Approved Appraiser Level III
 International Right of Way Association- Certified Appraiser R/W-AC
 International Right of Way Association- Designated Senior Member SR/WA

AFFILIATION AND MEMBERSHIPS

Atlanta Commercial Board of REALTORS
 Technology-Committee
 National Association of REALTORS
 Georgia Chapter of Commercial Real Estate Institute
 Appraisal Institute
 International Right of Way Association

**FAILURE TO RETURN THIS PAGE MAY RESULT IN REMOVAL OF
YOUR COMPANY FROM COMMODITY LISTING.**

BL091-08

Buyer's Initials: JB

IF YOU DESIRE TO SUBMIT A "NO BID" IN RESPONSE TO THIS PACKAGE, PLEASE
INDICATE BY CHECKING ONE OR MORE OF THE REASONS LISTED BELOW AND
EXPLAIN.

___ Do not offer this product or service; remove us from your bidder's list for this item only.

___ Specifications too "tight"; geared toward one brand or manufacturer only.

___ Specifications are unclear.

___ Unable to meet specifications

___ Unable to meet bond requirements

___ Unable to meet insurance requirements

___ Our schedule would not permit us to perform.

___ Insufficient time to respond.

___ Other

COMPANY NAME _____

AUTHORIZED REPRESENTATIVE _____

SIGNATURE

ATTENTION

FAILURE TO RETURN THE FOLLOWING DOCUMENTS MAY RESULT IN BID BEING DEEMED NON-RESPONSIVE AND AUTOMATIC REJECTION:

1. FAILURE TO USE COUNTY BID SCHEDULE.
2. FAILURE TO RETURN APPLICABLE COMPLIANCE SHEETS/SPECIFICATION SHEETS.
3. FAILURE TO RETURN APPLICABLE ADDENDA.
4. FAILURE TO PROVIDE INFORMATION ON ALTERNATES OR EQUIVALENTS.
5. THE COUNTY SHALL BE THE SOLE DETERMINANT OF TECHNICALITY VS. NON-RESPONSIVE BID.
6. FAILURE TO PROVIDE BID BOND, WHEN REQUIRED, WILL RESULT IN BID BEING DEEMED NON-RESPONSIVE AND AUTOMATIC REJECTION. BID BONDS ARE NOT REQUIRED ON ALL BIDS. BOND REQUIREMENTS ARE CLEARLY STATED ON THE INVITATION TO BID. IF YOU NEED CLARIFICATION, CONTACT THE PURCHASING ASSOCIATE.

**GWINNETT COUNTY
DEPARTMENT OF FINANCIAL SERVICES – PURCHASING DIVISION
GENERAL INSTRUCTIONS FOR BIDDERS, TERMS AND CONDITIONS**

I. PREPARATION OF BIDS:

- A. Each bidder shall examine the drawings, specifications, schedule and all instructions. Failure to do so will be at the bidder's risk, as the bidder will be held accountable for their bid response.
- B. Each bidder shall furnish all information required by the bid form or document. Each bidder shall sign the bid and print or type his or her name on the schedule. The person signing the bid must initial erasures or other changes. An authorized agent of the company must sign bids.
- C. Individuals, firms and businesses seeking an award of a Gwinnett County contract may not initiate or continue any verbal or written communications regarding a solicitation with any County officer, elected official, employee or other County representative without permission of the Purchasing Associate named in the solicitation between the date of the issuance of the solicitation and the date of the final contract award by the Board of Commissioners. Violations will be reviewed by the Purchasing Director. If determined that such communication has compromised the competitive process, the offer submitted by the individual, firm or business may be disqualified from consideration for award.
- D. Sample contracts (if pertinent) are attached, as are the affidavit(s) and affirmation. These do NOT have to be filled out with the bid/proposal submittal, but are contained for informational purposes only. If awarded, the successful bidder(s) will be required to complete them prior to contract execution.

II. DELIVERY:

- A. Each bidder should state time of proposed delivery of goods or services.
- B. Words such as "immediate," "as soon as possible," etc. shall not be used. The known earliest date or the minimum number of calendar days required after receipt of order (delivery A.R.O.) shall be stated (if calendar days are used, include Saturday, Sunday and holidays in the number).

III. EXPLANATION TO BIDDERS:

Any explanation desired by a bidder regarding the meaning or interpretation of the invitation for bids, drawings, specifications, etc. must be requested five (5) working days prior to bid opening in order for a reply to reach all bidders before the close of bid. Any information given to a prospective bidder concerning an invitation for bid will be furnished to all prospective bidders as an addendum to the invitation if such information is necessary or if the lack of such information would be prejudicial to uninformed bidders. The written bid documents supersede any verbal or written communications between parties. Receipt of addendum should be acknowledged in the bid. Although the Purchasing Division will take effort to send any addendum to known bidders, it is the bidder's ultimate responsibility to ensure that they have all applicable addenda prior to bid submittal. This may be accomplished via contact with the assigned Procurement Agent prior to bid submittal.

IV. SUBMISSION OF BIDS:

- A. Bids shall be enclosed in sealed envelopes, addressed to the Gwinnett County Purchasing Office with the name of the bidder, the date and hour of opening and the invitation to bid number on the face of the envelope. Telegraphic/faxed bids will not be considered. Any addenda should be enclosed in the sealed envelopes as well.
- B. Samples of items, when required, must be submitted within the time specified and, unless otherwise specified by the County, at no expense to the County. Unless otherwise specified, samples will be returned at the bidder's request and expense if items are not destroyed by testing.
- C. Items offered must meet required specifications and must be of a quality, which will adequately serve the use and purpose for which intended.

- D. Full identification of each item bid upon, including brand name, model, catalog number, etc. must be furnished to identify exactly what the bidder is offering. Manufacturer's literature may be furnished.
- E. The bidder must certify that items to be furnished are new and that the quality has not deteriorated so as to impair its usefulness.
- F. Unsigned bids will not be considered except in cases where bid is enclosed with other documents, which have been signed. The County will determine this.
- G. Gwinnett County is exempt from federal excise tax and Georgia sales tax with regard to goods and services purchased directly by Gwinnett County. Suppliers and contractors are responsible for federal excise tax and sales tax, including taxes for materials incorporated in county construction projects. Suppliers and contractors should contact the State of Georgia Sales Tax Division for additional information.
- H. Information submitted by a bidder in the bidding process shall be subject to disclosure after the public opening in accordance with the Georgia Open Records Act. Each page of proprietary information must be identified. Entire bid may not be deemed proprietary.

V. WITHDRAWAL OF BID DUE TO ERRORS:

The bidder shall give notice in writing of his claim of right to withdraw his bid without penalty due to an error within two (2) business days after the conclusion of the bid opening procedure. Bids may be withdrawn from consideration if the price was substantially lower than the other bids due solely to a mistake therein, provided the bid was submitted in good faith, and the mistake was a clerical mistake as opposed to a judgment mistake, and was actually due to an unintentional arithmetic error or an unintentional omission of a quantity of work, labor or material made directly in the compilation of the bid, which unintentional arithmetic error or unintentional omission can be clearly shown by objective evidence drawn from inspection of original work papers, documents and material used in the preparation of the bid sought to be withdrawn. The bidder's original work papers shall be the sole acceptable evidence of error and mistake if he elects to withdraw his bid. If a bid is withdrawn under the authority of this provision, the lowest remaining responsive bid shall be deemed to be low bid.

No bidder who is permitted to withdraw a bid shall, for compensation, supply any material or labor or perform any subcontract or other work agreement for the person or firm to whom the contract is awarded or otherwise benefit, directly or indirectly, from the performance of the project for which the withdrawn bid was submitted.

Supplier has up to forty-eight (48) hours to notify the Gwinnett County Purchasing Office of an obvious clerical error made in calculation of bid in order to withdraw a bid after bid opening. Withdrawal of bid for this reason must be done in writing within the forty-eight (48) hour period. Suppliers who fail to request withdrawal of bid by the required forty-eight (48) hours shall automatically forfeit bid bond. Bid may not be withdrawn otherwise.

Bid withdrawal is not automatically granted and will be allowed solely at Gwinnett County's discretion.

VI. TESTING AND INSPECTION:

Since tests may require several days for completion, the County reserves the right to use a portion of any supplies before the results of the tests are determined. Cost of inspections and tests of any item, which fails to meet the specifications, shall be borne by the bidder.

VII. F.O.B. POINT:

Unless otherwise stated in the invitation to bid and any resulting contract, or unless qualified by the bidder, items shall be shipped F.O.B. Destination. The seller shall retain title for the risk of transportation, including the filing for loss or damages. The invoice covering the items is not payable until items are delivered and the contract of carriage has been completed. Unless the F.O.B. clause states otherwise, the seller assumes transportation and related charges either by payment or allowance.

VIII. PATENT INDEMNITY:

The contractor guarantees to hold the County, its agents, officers or employees harmless from liability of any nature or kind for use of any copyrighted or uncopyrighted composition, secret process, patented or unpatented invention, articles or

appliances furnished or used in the performance of the contract, for which the contractor is not the patentee, assignee or licensee.

IX. BID BONDS AND PAYMENT AND PERFORMANCE BONDS (IF REQUIRED):

A five percent (5%) bid bond, a one hundred percent (100%) performance bond, and a one hundred percent (100%) payment bond shall be furnished to Gwinnett County for any bid as required in bid package or document. Failure to submit appropriate bonding will result in automatic rejection of bid. Bonding company must be authorized to do business in Georgia by the Georgia Insurance Commission, listed in the Department of the Treasury's publication of companies holding certificates of authority as acceptable surety on Federal bonds and as acceptable reinsuring companies, and have an A.M. Best rating as stated in the insurance requirement of the solicitation.

X. DISCOUNTS:

- A. Time payment discounts will be considered in arriving at net prices and in award of bids. Offers of discounts for payment within ten (10) days following the end of the month are preferred.
- B. In connection with any discount offered, time will be computed from the date of delivery and acceptance at destination, or from the date correct invoice or voucher is received, whichever is the later date. Payment is deemed to be made for the purpose of earning the discount, on the date of the County check.

XI. AWARD:

- A. Award will be made to the lowest responsive and responsible bidder. The quality of the articles to be supplied, their conformity with the specifications, their suitability to the requirements of the County, and the delivery terms will be taken into consideration in making the award. The County may make such investigations as it deems necessary to determine the ability of the bidder to perform, and the bidder shall furnish to the County all such information and data for this purpose as the County may request. The County reserves the right to reject any bid if the evidence submitted by, or investigation of such bidder fails to satisfy the County that such bidder is properly qualified to carry out the obligations of the contract.
- B. The County reserves the right to reject or accept any or all bids and to waive technicalities, informalities and minor irregularities in bids received.
- C. The County reserves the right to make an award as deemed in its best interest, which may include awarding a bid to a single bidder or multiple bidders; or to award the whole bid, only part of the bid, or none of the bid to single or multiple bidders, based on its sole discretion of its best interest.

XII. DELIVERY FAILURES:

Failure of a contractor to deliver within the time specified or within reasonable time as interpreted by the Purchasing Director, or failure to make replacement of rejected articles/services when so requested, immediately or as directed by the Purchasing Director, shall constitute authority for the Purchasing Director to purchase in the open market articles/services of comparable grade to replace the articles/services rejected or not delivered. On all such purchases, the contractor shall reimburse the County within a reasonable time specified by the Purchasing Director for any expense incurred in excess of contract prices, or the County shall have the right to deduct such amount from monies owed the defaulting contractor. Alternatively, the County may penalize the contractor one percent (1%) per day for a period of up to ten (10) days for each day that delivery or replacement is late. Should public necessity demand it, the County reserves the right to use or consume articles delivered which are substandard in quality, subject to an adjustment in price to be determined by the Purchasing Director.

XIII. COUNTY FURNISHED PROPERTY:

No material, labor or facilities will be furnished by the County unless so provided in the invitation to bid.

XIV. REJECTION AND WITHDRAWAL OF BIDS:

Failure to observe any of the instructions or conditions in this invitation to bid may constitute grounds for rejection of bid.

XV. CONTRACT:

Each bid is received with the understanding that the acceptance in writing by the County of the offer to furnish any or all of the commodities or services described therein shall constitute a contract between the bidder and the County which shall bind the bidder on his part to furnish and deliver the articles quoted at the prices stated in accordance with the conditions of said accepted bid. The County, on its part, may order from such contractor, except for cause beyond reasonable control, and to pay for, at the agreed prices, all articles specified and delivered.

Upon receipt of a bid package containing a Gwinnett County "Sample Contract" as part of the requirements, it is understood that the bidder has reviewed the documents with the understanding that Gwinnett County requires that all agreements between the parties must be entered into via this document. If any exceptions are taken to any part, each must be stated in detail and submitted as part of the bid. If no exceptions are stated, it is assumed that the bidder fully agrees to the provisions contained in the "Sample Contract" in its entirety.

When the contractor has performed in accordance with the provisions of this agreement, Gwinnett County shall pay to the contractor, within thirty (30) days of receipt of any payment request based upon work completed or service provided pursuant to the contract, the sum so requested, less the retainage stated in this agreement, if any. In the event that Gwinnett County fails to pay the contractor within sixty (60) days of receipt of a pay requested based upon work completed or service provided pursuant to the contract, the County shall pay the contractor interest at the rate of ½% per month or pro rata fraction thereof, beginning the sixty-first (61st) day following receipt of pay requests. The contractor's acceptance of progress payments or final payment shall release all claims for interest on said payment.

XVI. NON-COLLUSION:

Bidder declares that the bid is not made in connection with any other bidder submitting a bid for the same commodity or commodities, and that the bid is bona fide and is in all respects fair and without collusion or fraud. An affidavit of non-collusion shall be executed by each bidder. Collusion and fraud in bid preparation shall be reported to the State of Georgia Attorney General and the United States Justice Department.

XVII. DEFAULT:

The contract may be canceled or annulled by the Purchasing Director in whole or in part by written notice of default to the contractor upon non-performance or violation of contract terms. An award may be made to the next low responsive and responsible bidder, or articles specified may be purchased on the open market similar to those so terminated. In either event, the defaulting contractor (or his surety) shall be liable to the County for costs to the County in excess of the defaulted contract prices; provided, however, that the contractor shall continue the performance of this contract to the extent not terminated under the provisions of this clause. Failure of the contractor to deliver materials or services within the time stipulated on his bid, unless extended in writing by the Purchasing Director, shall constitute contract default.

XVIII. TERMINATION FOR CAUSE:

The County may terminate this agreement for cause upon ten days prior written notice to the contractor of the contractor's default in the performance of any term of this agreement. Such termination shall be without prejudice to any of the County's rights or remedies by law.

XIX. TERMINATION FOR CONVENIENCE:

The County may terminate this agreement for its convenience at any time by written notice to the contractor. In the event of the County's termination of this agreement for convenience, the contractor will be paid for those services actually performed. Partially completed performance of the agreement will be compensated based upon a signed statement of completion to be submitted by the contractor, which shall itemize each element of performance.

XX. DISPUTES:

Except as otherwise provided in the contract documents, any dispute concerning a question of fact arising under the contract which is not disposed of shall be decided after a hearing by the Purchasing Director, who shall reduce his/her decision to writing and mail or otherwise furnish a copy thereof to the contractor. The decision of the procurement agent shall be final and binding; however, the contractor shall have the right to appeal said decision to a court of competent jurisdiction.

XXI. SUBSTITUTIONS:

Bidders offering and quoting on substitutions or who are deviating from the attached specifications shall list such deviations on a separate sheet to be submitted with their bid. The absence of such a substitution list shall indicate that the bidder has taken no exception to the specifications contained herein.

XXII. INELIGIBLE BIDDERS:

The County may choose not to accept the bid of a bidder who is in default on the payment of taxes, licenses or other monies due to the County. Failure to respond to three (3) consecutive times for any given commodity/service may result in removal from the supplier list under that commodity/service.

XXIII. OCCUPATION TAX CERTIFICATE:

Each successful bidder shall provide evidence of a valid Gwinnett County occupation tax certificate if the bidder maintains an office within the unincorporated area of Gwinnett County. Incorporated, out of County, and out of State bidders are required to provide evidence of a certificate to do business in any town, County or municipality in the State of Georgia, or as otherwise required by County ordinance or resolution.

XXIV. PURCHASING POLICY AND REVIEW COMMITTEE:

The Purchasing Policy and Review Committee has been established to review purchasing procedures and make recommendations for changes; resolve problems regarding the purchasing process; make recommendations for standardization of commodities, schedule buying, qualified products list, annual contracts, supplier performance (Ineligible Source List), and other problems or requirements related to Purchasing. The Purchasing Policy & Review Committee has authority to place suppliers and contractors on the Ineligible Source List for reasons listed in Part 6, Section II of the Gwinnett County Purchasing Ordinance.

XXV. AMERICANS WITH DISABILITIES ACT:

All contractors for Gwinnett County are required to comply with all applicable sections of the Americans with Disabilities Act (ADA) as an equal opportunity employer. In compliance with the Americans with Disabilities Act (ADA), Gwinnett County provides reasonable accommodations to permit a qualified applicant with a disability to enjoy the privileges of employment equal to those employees with disabilities. Disabled individuals must satisfy job requirements for education background, employment experience, and must be able to perform those tasks that are essential to the job with or without reasonable accommodations. Any requests for the reasonable accommodations required by individuals to fully participate in any open meeting, program or activity of Gwinnett County should be directed to Percy Scott, Human Relations Coordinator, 75 Langley Drive, Lawrenceville, Georgia 30045, 770-822-7016.

XXVI. ALTERATIONS OF SOLICITATION AND ASSOCIATED DOCUMENTS

Alterations of County documents are strictly prohibited and will result in automatic disqualification of the firm's solicitation response. If there are "exceptions" or comments to any of the solicitation requirements or other language, then the firm may make notes to those areas, but may not materially alter any document language.

XXVII. TAX LIABILITY

Local and state governmental entities must notify contractors of their use tax liability on public works projects. Under Georgia law, private contractors are responsible for paying a use tax equal to the sales tax rate on material and equipment purchased under a governmental exemption that is incorporated into a government construction project: excluding material and equipment provided for the installation, repair, or expansion of a public water, gas or sewer system when the property is installed for general distribution purposes. To the extent the tangible personal property maintains its character (for example the installation of a kitchen stove), it remains tax-exempt. However, if the installation incorporates the tangible personal property into realty, e.g., the installation of sheetrock, it becomes taxable to the private contractor.
See O.C.G.A. 48-8-3(2) and O.C.G.A. 48-8-63

XXVIII. STATE LAW REGARDING WORKER VERIFICATION

State Law requires that all who enter into a contract for the physical performance of services with the County must satisfy O.C.G.A. § 13-10-91 and Rule 300-10-1-.02, in all manner, and such are conditions of the contract.

By submitting a proposal to the County, contractor agrees that, in the event the contractor employs or contracts with any subcontractor(s) in connection with the covered contract, the contractor will secure from the subcontractor(s) such subcontractor(s)' indication of the employee-number category applicable to the subcontractor, as well as attestation(s) from such subcontractor(s) that they are in compliance with O.C.G.A. § 13-10-91 and Rule 300-10-1-.02. Such attestation(s) shall be maintained and may be inspected by the County at any time. Any such attestation shall become a part of the contractor/subcontractor agreement.

An affidavit of such compliance with O.C.G.A. § 13-10-91 and Rule 300-10-1-.02 will be initiated by the County, signed by the contractor, and will become part of the contract.

XXIX. EMPLOYMENT OF UNAUTHORIZED ALIENS PROHIBITED

It is the policy of Gwinnett County that unauthorized aliens shall not be employed to perform work on County contracts involving the physical performance of services. Therefore, the County shall not enter into a contract for the physical performance of services within the State of Georgia unless the contractor shall provide evidence on County-provided forms that it and its subcontractors have registered for and are participating in the federal work authorization program as defined by O.C.G.A. § 13-10-90(2) to verify information of all new employees. The Purchasing Division Director with the assistance of the Performance Analysis Division shall be authorized to conduct random audits of a contractor's or subcontractors' compliance with O.C.G.A. § 13-10-91 and the rules and regulations of the Georgia Department of Labor. The contractor and subcontractors shall retain all documents and records of its compliance for a period of three (3) years following completion of the contract. This requirement shall apply to all contracts for the physical performance of services where more than three (3) persons are employed on the County contract.

Whenever it appears that a contractor's or subcontractor's records are not sufficient to verify the work eligibility of any individual in the employ of such contractor or subcontractor, the Purchasing Director shall report same to the Department of Homeland Security.

A contractor's failure to participate in the federal work authorization program as defined by O.C.G.A. § 13-10-90(2) may be sanctioned by termination of the contract. If it is determined that a subcontractor is not participating in the federal work authorization program as defined by O.C.G.A. § 13-10-90(2), Gwinnett County may direct the contractor to terminate that subcontractor. A contractor's failure to follow Gwinnett County's instruction to terminate a subcontractor that is not participating in the federal work authorization program as defined by O.C.G.A. § 13-10-90(2) may be sanctioned by termination of the contract.

The above requirements shall be in addition to the requirements of state and federal law, and shall be construed to be in conformity with those laws.

XXX. SOLID WASTE ORDINANCE

No individual, partnership, corporation or other entity shall engage in solid waste handling except in such a manner as to conform to and comply with the current Gwinnett County Solid Waste Ordinance and all other applicable local, state and federal legislation, rules, regulation and orders. An application to be listed as an approved hauler may be obtained from the Department of Financial Services, License and Revenue Division, 678-377-4101.

XXXI. GENERAL CONTRACTORS LICENSE

Effective July 1, 2008: All General Contractors must have a current valid license from the State Licensing Board for Residential and General Contractors, unless specifically exempted from holding such license pursuant to Georgia law (O.C.G.A. Section 43-41-17).

DIRECTIONS TO GJAC BUILDING FROM I-85

Take I-85 north to Georgia Highway 316 (Lawrenceville/Athens exit). Exit Highway 120 (Lawrenceville/Duluth exit) and turn right. At sixth traffic light, turn right onto Langley Drive. Cross Highway 29 through the traffic light to the 4-way stop sign. The public parking lot is on the left and the Purchasing Division is located in the Administrative Wing.