



May 16, 2024

**INVITATION TO BID
BL071-24**

The Gwinnett County Board of Commissioners is soliciting competitive sealed bids from qualified bidders for the **Sale of Surplus Property at Cedars Road** 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 BL# and Bidders Name or Company Name. Bids will be received until **2:50 p.m. Monday, June 3, 2024** at the Gwinnett County Financial Services - Purchasing Division, 75 Langley Drive, Lawrenceville, Georgia 30046. 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 **property details** should be directed to Rick Hibbets, Real Estate Section Manager, at richard.hibbets@gwinnettcounty.com prior to **3:00 p.m. Friday, May 24, 2024**.

Questions regarding **bids** should be directed to Alexis Holland, Purchasing Associate II, at alexis.holland@gwinnettcounty.com or to **3:00 p.m. Friday, May 24, 2024**.

Bids are legal and binding upon the bidder when submitted.

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 ADA Director, Gwinnett County Justice and Administration Center, 770-822-8165.

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

Award will be made to the bidder 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. Gwinnett County reserves the option to negotiate terms, conditions and pricing with the highest responsive, responsible bidder(s) at its discretion.

We look forward to your bid and appreciate your interest in Gwinnett County.

Alexis Holland
Purchasing Associate II

**The following pages should be returned in duplicate as your bid: Bid Schedule, Page 2
Code of Ethics Affidavit, Page 3**

Failure to return this page as part of the Bid document may result in rejection of this Bid.

BID SCHEDULE

	PRICE FOR PROPERTY
Sale of Surplus Property located at Cedars Road Tax Parcel R5210003 and R5210065	\$ _____
Sale will be to the highest responsive and responsible bidder in accordance with O.C.G.A. 36-9-3 and upon recommendation of the Gwinnett County Board of Commissioners.	

Property will be sold by "Quit Claim Deed". Documents will be executed between the successful bidder and Gwinnett County. Successful bidder must close on property within 60 days of the Notice to Award.

Please Note:

- Successful bidder must close on the property within 60 days.
- Bidder should indicate if they are a cash buyer or plan to finance the property.
- Bidder must submit Proof of Funds when submitting sealed bid (bank statement with account number blacked-out, prequalification letter etc.)
- If the Bidder plans to finance the property, the bidder must include:
Prequalification letter
Loan program (Conventional, FHA, 203K, etc.)
Lender contact information

Legal Business Name _____

Bidders Legal Name (if applicable) _____

Address _____

Does your company currently have a location within Gwinnett County? (If applicable) Yes No

Representative Signature _____

Print Authorized Representative's Name _____

Telephone Number _____ Fax Number _____

E-Mail Address _____



BL071-24 Sale of Surplus Property at Cedars Road

Page 3

CODE OF ETHICS AFFIDAVIT

PLEASE RETURN THIS FORM COMPLETED WITH YOUR SUBMITTAL. SUBMITTED FORMS ARE REQUIRED PRIOR TO EVALUATION.

In accordance with Section 54-33 of the Gwinnett County Code of Ordinances the undersigned bidder/proposer makes the following full and complete disclosure under oath, to the best of their knowledge, of the name(s) of all elected officials whom it employs or who have a direct or indirect pecuniary interest in or with the vendor, its affiliates or its subcontractors:

1. _____
Company Submitting Bid/Proposal

- 2. Please select one of the following:
 - No information to disclose (*complete only section 4 below*)
 - Disclosed information below (*complete section 3 & section 4 below*)

3. If additional space is required, please attach list:

Gwinnett County Elected Official Name

Gwinnett County Elected Official Name

Gwinnett County Elected Official Name

Gwinnett County Elected Official Name

4. BY: _____
Authorized Officer or Agent Signature

Sworn to and subscribed before me this

Printed Name of Authorized Officer or Agent

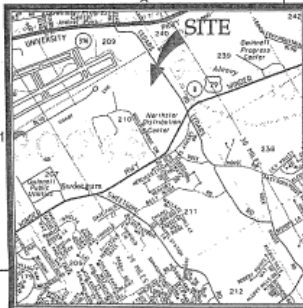
_____ day of _____, 20____

Title of Authorized Officer or Agent of Contractor

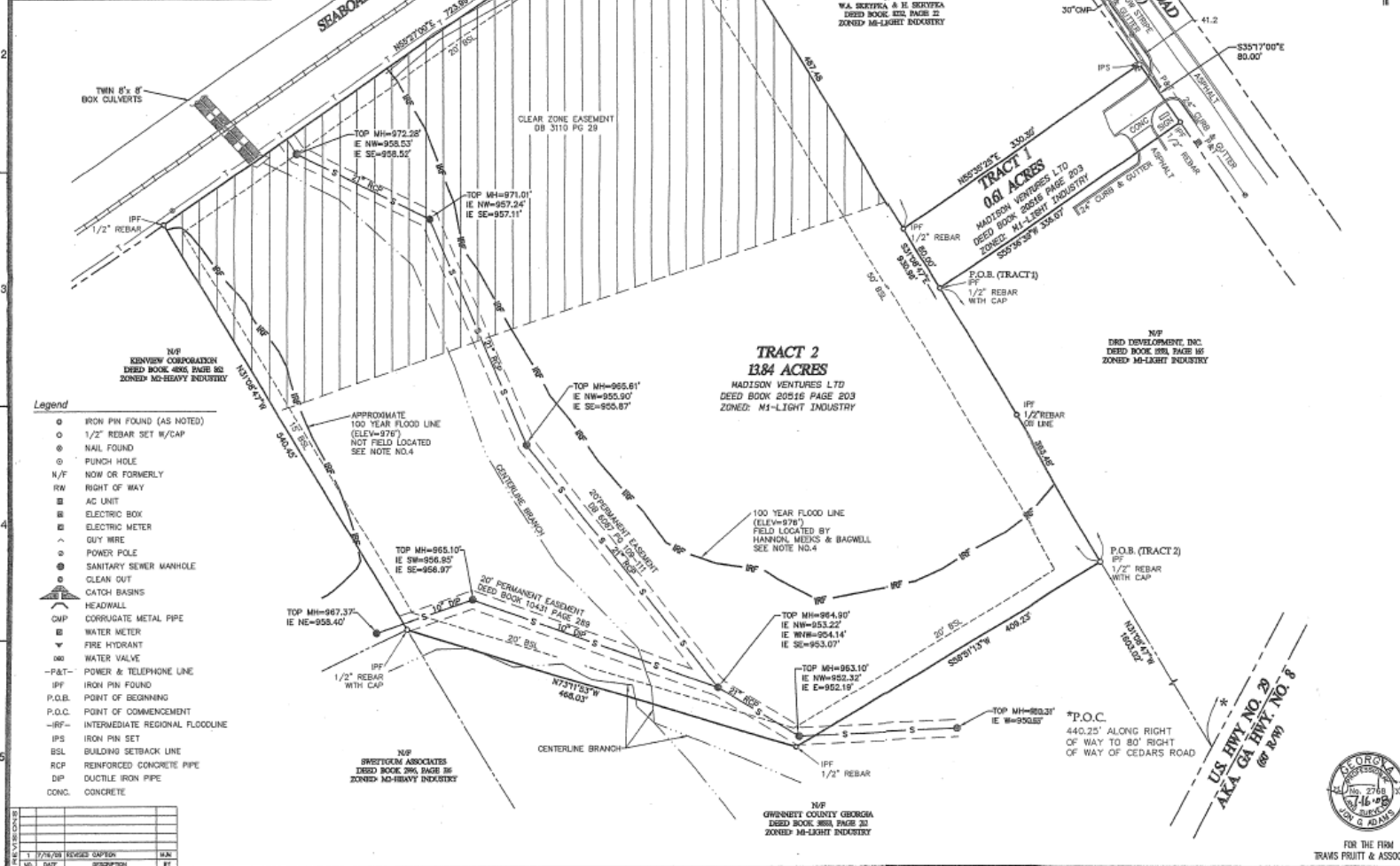
Notary Public

(seal)

Note: See Gwinnett County Code of Ethics Ordinance EO2011, Sec. 54-33. The ordinance will be available to view in its' entirety at GwinnettCounty.com



LOCATION MAP not to scale / ref. are atlas



- Legend**
- IRON PIN FOUND (AS NOTED)
 - 1/2" REBAR SET W/CAP
 - ⊙ NAIL FOUND
 - ⊙ PUNCH HOLE
 - N/F NOW OR FORMERLY
 - R/W RIGHT OF WAY
 - AC UNIT
 - ⊞ ELECTRIC BOX
 - ⊞ ELECTRIC METER
 - ~ GUY WIRE
 - ⊙ POWER POLE
 - ⊙ SANITARY SEWER MANHOLE
 - CLEAN OUT
 - ⊙ CATCH BASINS
 - ⊙ HEADWALL
 - ⊙ CMP CORRUGATE METAL PIPE
 - ⊙ WATER METER
 - ⊙ FIRE HYDRANT
 - ⊙ WATER VALVE
 - P&T- POWER & TELEPHONE LINE
 - IPF IRON PIN FOUND
 - P.O.B. POINT OF BEGINNING
 - P.O.C. POINT OF COMMENCEMENT
 - IRF- INTERMEDIATE REGIONAL FLOODLINE
 - IPS IRON PIN SET
 - BSL BUILDING SETBACK LINE
 - RCF REINFORCED CONCRETE PIPE
 - DIP DUCTILE IRON PIPE
 - CONC. CONCRETE

Grid North (GA West Zone)

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 These drawings and their reproductions are the property of the surveyor and may not be reproduced, or used in any way without the written permission of this surveyor.

This plot was prepared for the exclusive use of the person, persons, or entity named in the title block. Said use does not extend to any unnamed person without express permission by the surveyor naming said person.

Utilities:
 Information regarding the reputed presence, size, character and location of existing underground utilities and structures is shown hereon. There is no certainty of the accuracy of this information and it shall be considered in that light by those using this drawing. The location and arrangement of underground utilities and structures shown hereon may be inaccurate and utilities and structures not shown may be encountered. The owner, his employees, his consultants and his contractors or anyone else who relies upon this survey shall hereby expressly understand that the surveyor is not responsible for the correctness or sufficiency of this information.

Flood Hazard Note:
 By graphic notation only, part of this property does lie within a 100 year flood hazard zone and is depicted as zone AE as defined by the FEMA Flood Insurance Rate Map of Gwinnett County, Georgia and incorporated area map number 13135C0075 F, effective date September 25, 2006.

The survey shown hereon was prepared without benefit of any abstract of title; therefore, Jon O. Adams and Travis Pruitt & Associates, Inc. make no guarantee or representations regarding information shown hereon pertaining to easements, rights-of-way, setback lines, agreements, reservations, and other similar matters.

Survey fieldwork performed on: June 4, 2008
 This survey was authorized by: Gary Major Representing Gwinnett County Government D.O.S.S.

Certification:
 This is to certify that this survey was made under my supervision and is a true representation of the land surveyed. The field site upon which this survey is based has a closure precision of one foot in 35,407 feet, and an angular error of 1.7" per angle point, and was adjusted using the least squares method. Angular and linear measurements were made using a Trimble 5603 Robotic Total Station. This map or plot has been calculated for closure and is found to be accurate within one foot in 537,654 feet.

Jon O. Adams Date
 Georgia Reg. Land Surveyor No. 2768
 For the Firm Travis Pruitt & Associates, Inc.

Pursuant to Rule 180-6.09 of the Georgia State Board of Registration for Professional Engineers and Land Surveyors, the term "certify" or "certification" relating to land surveying services shall mean a signed statement based on facts and knowledge known to the land surveyor and is not a guarantee or warranty, either expressed or implied.

Zoning: M1-Light Industry
 Front Yard: 50'
 Side Yard: 20'
 Rear Yard: 15'
 The surveyor in no way intends to interpret or make conclusions regarding the zoning ordinance shown hereon. This information is reported from public information obtained from Gwinnett County records on June 2, 2008.

Area Summary:
 Tract 1 = 0.61 acres
 Tract 2 = 1.84 acres
 Total = 14.45 acres

Survey References:
 Boundary Survey for Southeastern Wholesale Nursery, Inc. prepared by Honnon, Naska & Bogwell, Surveyors & Engineers, Inc. dated August 28, 1996; lost rest March 12, 2001.

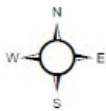
BOUNDARY SURVEY FOR
GWINNETT COUNTY
 LAND LOT 210
 5TH DISTRICT
 GWINNETT COUNTY
 GEORGIA
 JUNE 11, 2008 / SCALE: 1" = 60'



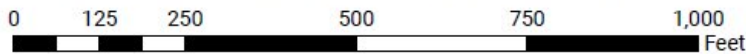
4317 Park Drive - Suite 400
 Norcross, Georgia 30093
 Phone: (770)416-7512
 Fax: (770)416-6799
 www.travispruitt.com

FOR THE FIRM
TRAVIS PRUITT & ASSOC., INC.
 DRAWN BY: JUT CHOI BY: JJA JR. 1-06-0221 CHK: BR22211112 BY: MW: W-2711 PR: 13-0-110

Sheet No. 1 of 1



Surplus Properties
Tax Parcel Nos. R5210 003 and R5210 065



**SUMMARY APPRAISAL
REPORT
388-C**

PROJECT:

Gwinnett County
14.45± acres of
Surplus Land

PROPERTY:

Project Parcel No. 1

Gwinnett County Cedars
Road Lawrenceville, GA
30045

TM Nos.: 5210 065 & 5210 003

PREPARED FOR:

Gwinnett County Law Department
75 Langley Drive
Lawrenceville, Georgia 30046

PREPARED BY:

Steve Piefke & Associates, Inc.
Real Estate Appraisers & Consultants
605 Rosedown Way
Lawrenceville, Georgia 30043
steve@spassociatesinc.net
(770) 513-7516

SUMMARY APPRAISAL REPORT

Project Identification

Project Number: N/A **County:** Gwinnett

Parcel Identification

Unincorporated	<input checked="" type="checkbox"/>
Incorporated City	<input type="checkbox"/>

Project Parcel Number: 1
 Street Address: Cedars Road
 City/County: Lawrenceville, Gwinnett County, Georgia 30045
 Tax Parcel ID: 5210 003 & 5210 065
 Fee Owner(s) Name: Gwinnett County
 c/o Mike Ludwiczak, G.C. County Attorney
 Fee Owner (s) Telephone Number: 770-822-8715
 Fee Owner(s) Address: 75 Langley Drive
 Lawrenceville, GA 30046

Section 3 - Owner Contact/Ownership Interests

Contact

Owner/ Representative contacted: Mike Ludwiczak, G.C. County Attorney
 Date/Method of Contact: November 13, 2023/ by telephone
 Owner Agreed to On-Site Inspection: _____ Yes No
 Unable to Contact Owner as of _____ n/a (date)
 Attempts to Contact Owner: _____ n/a (number)
 Methods of Attempted Contact: _____ n/a (phone, in person, certified letter)
 Dates of Attempted Contact: _____ n/a (dates)

Inspection

Date of Inspection: December 15, 2023
 Owner/representative on Inspection: None
 Appraiser Associate on Inspection: None
 Date of Meeting with Owner: N/A
 Location of Owner Meeting: N/A

The appraiser was contacted by Mike Ludwiczak, County Attorney for Gwinnett County, by telephone and email on October 13, 2013 and requested an appraisal of the above property. The appraiser inspected the property on December 15, 2023, the effective date of valuation.

Underground Items

Underground Storage Tanks None noted during inspection.
 Underground Sprinklers None noted during inspection.

TITLE HISTORY:

Transfers of title have occurred within the past five years (yes or no): No

If yes, five year delineation of title to real property, source of information, includes all pertinent sales data if transaction occurred:

	Most Recent Sale	Next Most Recent Sale
Grantor/Grantee:	Madison Ventures, LTD and John D. Stephens/ Gwinnett County, Georgia	
Deed Book/Page:	49032/ 406	
Sale Date:	August 14, 2008	
Consideration:	\$1,300,500	
Price/Unit:	\$90,000 per acre	
Financing:	None	
Zoning at Sale:	M-1 Light Industrial	
Verification:	Gwinnett County	
Conditions of Sale:	Arm's Length Transaction	
Highest & Best Use at sale:	Light Industrial Development	
Use at Sale:	Vacant Land	
Total Area (land/building):	14.45 acres	

* No transfers are shown to have occurred within the past 5 years.

PHYSICAL

Current Use:	Vacant land
# of Years of Use:	40+ years
Previous Use (if current use less than 5 years):	N/A
Anticipated Use (if change anticipated):	Light Industrial development

OTHER PROPERTY INTERESTS

	Name	Address	Telephone
Lessee	None	Vacant land	
Sub lessee			
Trade Fixtures			
Easements	Sewer Easement Avigation Clearance Esmt	Gwinnett County Gwinnett County	
Life Estate			

Reporting Disclosure

This report is intended for use by the client only. ***The report may not be properly understood without the information contained in the General Data Book, unless such information is contained in this report in lieu of the Data Book.***

Purpose of the Appraisal:

"The purpose of the appraisal is to estimate the fair market value of the unencumbered fee simple interest and any other interest in the subject property".

Intended Use of the Appraisal:

The intended use of this report is to establish the fair market value for the purpose of potentially marketing the property for sale.

Intended Client:

The intended client of this appraisal is Mike Ludwiczak with the Gwinnett County Law Department.

Intended Users:

The intended users of this appraisal is Mike Ludwiczak, County Attorney, and his authorized representatives.

Property rights being appraised and property rights proposed for acquisition:

The property rights appraised herein are the fee simple rights in the property. "Fee Simple Estate" is defined as "...absolute ownership unencumbered by any other interest or estate, subject only to only the limitations imposed by the governmental powers of taxation, eminent domain, police power, and escheat."

(Source: The Appraisal of Real Estate 15 ed. (Chicago: Appraisal Institute, 2020) Page 60

Definition of the Value to Be Estimated:

Market Value: The value estimated herein is Market Value. Market value is defined as "the most probable price which a property should bring in a competitive and open market requisite to a fair sale, the buyer and seller each acting prudently and knowledgeable, and assuming the price is not affected by undue stimulus. Implicit in this definition are 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 acting in what they consider their own interests;
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.

(Source: The Appraisal of Real Estate 15 ed. (Chicago: Appraisal Institute, 2020) Page 49

Exposure Time:

Assumed to be adequate, sufficient, and reasonable. Effort for exposure is assumed to be adequate, sufficient and reasonable. Both items are assumed to proceed the effective date of value. The time frame is an integral part of the appraisal analysis and is based on one or more of the following:

- ◆ Statistical information about days on the market
- ◆ Information gathered through sales verification; and
- ◆ Interviews of market participants

Exposure time for the comparable land sales ranged from 6 months to 2 years. Per discussions with area brokers and the subject's good location, good condition, and high demand and limited availability of this type of property in this immediate area, the appraiser estimates the exposure time at 6 to 9 months.

Effective Date of Appraisal: December 15, 2023
Date of Report: December 20, 2023

Easements (type, definitions):

A non-possessing interest held by one person in land of another person whereby the first person is accorded partial use of such land for a specific purpose. An easement restricts but does not abridge the rights of the fee owner to the use and enjoyment of the easement holder's rights. Easements fall into three broad classifications: surface easements, subsurface easements, and overhead easements.

Common surface easements allow for drainage, sloping, railroads, and highways. Subsurface easements are required to install sewer lines, water lines, communication lines, and tunnels. Aviation, air, noise, and line of site easements are classified as overhead easements. Some easements may involve the rights of two or even all three types of space as on the case of a transmission line. The lines and the upper portion of the tower occupy the overhead space, the tower rests on the surface area, and the foundation footings for the tower occupy subsurface space.

A fee owner's interest in an easement is subservient to the interest of the easement owner, in that it interferes with the easement owner's use of the property for the purposes specified in the written easement. The owner of an easement is considered to have a dominant estate, while the owner of the underlying fee is said to have a subservient estate (during the easement period).

In valuing the various types of easements, the appraiser must identify the purpose of the easement and the proposed rights being acquired by the D.O.T. as well as those being retained by the property owner. The appraiser analyzes the restrictions placed on the use of this land area as a result of the easement, and how it may impact the continued use and/ or future development of the property. Clearing, sloping, drainage, encroachment beyond the building set back line, etc. are all factors which are considered in valuing the proposed easement.

Appraisal Type:

Total Acquisition
 Vacant land (all types)
 Partial Acquisition
 Land (All Types) – No impact on remainder
 With _____ Without _____ Site Improvements

SCOPE OF THE APPRAISAL:

The scope of the appraisal is identified as the extent of collecting, confirming, and reporting data. This involves an evaluation of the appraisal problem, the valuation assignment, and the work required collecting the necessary information. Major consideration was given to the gathering of specific data related to the subject property, as well as the general data needed, such as social, economic, governmental, and environmental data influencing the subject or the subject area.

This appraisal report is a summary report, wherein the data is summarized as is the procedures, reasoning, analyses and conclusions. Specific reference is made to my office file memorandum, which contains complete market data as required by the **UNIFORM STANDARDS OF PROFESSIONAL PRACTICE**.

This appraisal is intended to conform to the requirements of the following:

- Uniform Standards of Professional Appraisal Practice (USPAP)
- Code of Professional Ethics and Standards of Professional Appraisal Practice of the Appraisal Institute
- Georgia Real Estate Appraisers Board
- Gwinnett County Department of Transportation

SCOPE OF WORK:

The scope of work includes appraising 14.45 acre, vacant tract of land as identified on the attached property survey, tax plat and legal description. The appraiser considered all three approaches to value in estimating the value of the Subject Property. However, since it the property is comprised of non-income producing vacant land, only the Sales Comparison approach to estimate the value of the land "as vacant" was determined to be applicable for this appraisal. Both the Cost and Income Approaches were considered, but were deemed not to be applicable given the purpose and scope of the appraisal.

Larger Parcel Analysis:

Per the attached legal description included in the Addenda of this report, the subject property is comprised of 2 separate adjoining tax parcels totaling 0.61 acres and 13.84 acres, for a combined total of 14.45 acres. The 0.61 acre parcel fronts Cedars Road and provides the only road access for the 13.84 acre tract. The 0.61 acre parcel is not developable as a stand-alone parcel due to its narrow shape. Therefore, based on this analysis, the larger parcel is identified as a 14.45± acre assemblage of Tax Parcels 5210 065 & 5210 003 as identified on in the attached tax plat and legal description.

Extent to which the property is identified:

For the purpose of this appraisal, the appraiser utilized Gwinnett County Tax Records, the attached legal description, property survey and data obtained from the property owner representative to identify the subject parcel. This information included tax valuations and assessments, the attached Deeds, County tax plats, zoning maps, topo maps and aerial photos. The Gwinnett County GIS system and tax plat, in conjunction with the attached legal description were utilized to determine the dimensions and size of the subject property. A copy of these maps, including the recorded plat and the legal description, are included in the Addenda of this report.

For the purpose of this appraisal, the appraiser utilized the size shown in the attached Deed/ legal description, or *14.45 acres*, as this was deemed to be the most accurate.

The appraiser utilized and relied on Gwinnett County Tax Records and the attached Limited Warranty Deed for ownership information.

The appraiser utilized and relied on the Gwinnett County zoning maps and zoning department for zoning information.

When applicable, the appraiser utilized FEMA maps, floodplain overlay tax maps, and the furnished right of way plans to estimate the total amount of floodplain & wetlands located on the subject property.

Extent to which the property is inspected:

Given the Scope of the Appraisal, the appraiser conducted a detailed onsite inspection of the property. The appraiser walked the property, took photographs and noted the frontage, easements, drainage, available utilities, and topography of the site in addition to reviewing tax plats, zoning maps, aerial photographs, topo maps, and sanitary sewer maps. The physical inspection was conducted on December 15, 2023, the effective date of this appraisal.

Type and extent of the data researched:

The appraiser first researched sales that had sold within a mile of the subject property and within a year of the date of this appraisal. However, due to the limited comparable sales data available, the appraiser expanded both the market search area and time from date of sale.

The appraiser utilized Gwinnett County tax records, Co-Star Data Service, the Georgia Superior Court Clerk Records and discussions with local Brokers to research the sales data.

Based on the property's Highest and Best Use, vacant land sales similar to and within the same general and surrounding market area as the subject property were inspected, researched and verified, and then utilized for comparison to the subject property. Details of each of the sales along with photos and tax plats are ***included in the Addenda of the report.***

Type and extent of analysis applied:

After selecting the sales for the Land Valuation utilizing the Sales Comparison Approach, a comparative analysis of relevant factors that influence value was undertaken to adjust the sales to the subject property based upon the actions and preferences demonstrated by the participants in the marketplace. A comparative analysis of relevant factors that influence the value was then

conducted to adjust the sales to the subject property based upon the actions and preferences demonstrated by the participants in the marketplace.

Assignment Conditions:

Hypothetical Conditions:

Hypothetical Condition is defined as: That which is contrary to what exists but is supposed for the purpose of analysis. Hypothetical conditions assume conditions contrary to known facts about physical, legal, or economic characteristics of the subject property; or about conditions external to the property, such as market conditions or trends; or about the integrity of data used in an analysis. A hypothetical condition may be used in an assignment only if:

- Use of the hypothetical condition is clearly required for legal purposes, for purposes of reasonable analysis, or for purposes of comparison;
- Use of the hypothetical condition results in a credible analysis; and
- The appraiser complies with the disclosure requirements set forth in USPAP for hypothetical conditions. (USPAP, 2002 ed.)

None

Extraordinary Assumptions:

An **Extraordinary Assumption** is an assumption, directly related to a specific assignment, which, if found to be false, could alter the appraiser's opinions or conclusions. Extraordinary Assumptions presume as fact otherwise uncertain information about physical, legal, or economic characteristics of the subject property; or about conditions external to the property such as market conditions or trends; or about the integrity of data used in an analysis. An Extraordinary Assumption may be used in an assignment only if:

- It is required to properly develop credible opinions and conclusions;
- The appraiser has a reasonable basis for the extraordinary assumption;
- Use of the extraordinary assumption results in a credible analysis; and
- The appraiser complies with the disclosure requirements set forth in USPAP for extraordinary assumptions. (USPAP, 2002 ed.)

None

Local Government Requirements

Zoning:

The subject property is presently zoned M-1 Light Industrial by Gwinnett County. The M-1 Light Industrial District is comprised of lands that are located on or have ready access to a Major Street or State Highway and are well adapted to industrial development but whose proximity to residential or commercial districts makes it desirable to limit the intensity of industrial operations and processes. This district limits industrial, manufacturing and warehousing uses to those which are wholly conducted indoors, with the exception of outdoor storage which is screened and situated in a side or rear yard.

Existing Zoning:

Classification: M-1 Light Industrial
 Government Jurisdiction: Gwinnett County
 Major Permitted Uses: Commercial Office and light industrial uses
 Major Restrictions: Residential and retail commercial uses

The minimum development requirements under the M-1 zoning designations are presented as follows:

	M-1 Zoning	Subject
Minimum lot size:	1 acre	14.45 acres
Lot width:	150 l.f.	80± to 920± l.f.
Front setback: Major Rd/ Minor Rd	50 l.f.	Adeq. for dev.
Rear setback:	50 l.f.	Adeq. for dev.
Side setback:	25 l.f.	Adeq. for dev.
Parking spaces:	1 space per 400 l.f.	Vacant land
Max bldg height:	< 45 feet	N/A

The subject property is of an adequate size, shape and utility with a gently sloping topography with adequate access for development under the M-1 zoning designation of Gwinnett County.

Property Taxes

The tax valuation on the subject property was obtained directly from the county tax records of Gwinnett County. The taxes shown, which are based on the County Millage Rate as shown in the tax records, is presented as follows:

Tax Map Nos.: 5210 065 & 5210 003
 Year of valuation: 2023
 County Valuation:

Land:	\$2,466,500
Improvements:	\$ 0
Total:	\$2,466,500

Assessment factor: 40%
 Assessed Value: \$986,600
 Current millage rate: \$35.36 per \$1,000
 assessed Annual taxes: \$34,886.17
 Tax liens: None noted
 Comments: None

Property Description, Before the Acquisition

Location: The subject property is located on the west side of Cedars Road adjacent to the railroad right of way accessible between address numbers 1770 and 1750, further identified as being Tax Parcel Nos. 5210 065 & 5210 003 in unincorporated Gwinnett County.

Land:

Size: 14.45± acres per attached legal description.

Shape:	Somewhat rectangular to flag-shaped.
Frontage:	80± l.f. along Cedars Road.
Depth:	Ranges from 409± l.f. to 793± l.f. measuring back southwestward along the property lines, per tax plat.
Width:	Ranges from 80± to 920± l.f. measuring SE/NW across the property, per GIS.
Topography:	Gently sloping in a southerly and southwesterly direction toward the creek and floodplain area.
Grade:	At road grade.
Soil/subsoil conditions:	The property appears to be suitable for all types of development. No adverse soil or subsoil conditions are known to the appraiser outside the floodplain area at the time of this appraisal. However, no soil analysis reports were submitted to the appraiser and therefore, a professional's services would be required to render an opinion on such conditions. This appraisal is being conducted on the assumption that no adverse soil or subsoil conditions exist. In the event that a soil report from a qualified professional indicated otherwise, the cost of removal and clean up required would be a direct deduction from the value estimated herein.
Drainage:	Appears good. A creek crosses the property in an NW/SE direction along the back 3 rd of the property.
Floodplain/wetlands:	Using the Gwinnett County GIS system, the appraiser estimates that 3.34± acres is located within a 100 year floodplain.
FEMA Map No./date of map:	13135C0075F, September 29, 2006
Utilities:	All utilities onsite including public sewer.
Access/driveways:	Adequate access to Cedars Road with 1 shared commercial curb cut.
Exposure:	Limited to Cedars Road.
Easements:	Sewer line easement, Clear Zone Clearance Easement. The sewer line easement is located entirely within the floodplain area. The subject property is located within close proximity to the Gwinnett County Airport. As a result, the property is encumbered with a 5.84 acre Avigation clearance easement along the northwestern section of the property adjacent to the railroad right of way. According to the Avigation Easement and plat included in the Addenda of this report, the County has the right to clear protruding structures exceeding heights ranging from 55 to 94 feet above the ground elevation within the easement area. A typical one-story industrial building would be below 55 feet in height, and would therefore not be impacted by this existing easement.
Adjoining Uses:	North: Railroad R/W and Gwinnett County Airport South: Vacant land/ light industrial uses.

East: Several office industrial buildings fronting Cedars Road and a tract of land storing tractor trailers.

West: Vacant land & light industrial uses.

IMPROVEMENTS:

The subject property is currently vacant.

Highest and Best Use

Before the Acquisition "As though Vacant"

Physically Possible: The subject's 14.45-acre size along with its gently sloping topography, adequate access, width and depth, render the site physically suitable for numerous types of development.

Legally permissible: In regards to the second major stage of highest and best use, that being legally permissible, the subject property is currently zoned M-1 Light Industrial by Gwinnett County, which allows for general office and light industrial uses. The subject property satisfies the development requirements under the M-1 zoning designation.

Economically Feasible and Maximal Productive: Various uses of the property were considered that could be expected to produce a positive net return to the land. In developing the maximal productivity for the subject based on the basic steps stated above, the property would require a use that provides for all agents of production. This analysis of the cost of any proposed logical use permitted, and the logical selection that determines cost and returns.

Based on the subject's 14.45 acre size, good location in close proximity to Hwy 316 and the G.C. airport, adequate width and depth, generally level to gently sloping topography, limited road exposure, and the surrounding industrial uses and developments, it is the appraiser's opinion that the Highest and Best Use of the subject property "as though vacant" is for office/warehouse development as permitted under the M-1 zoning designation of Gwinnett County.

Before the Acquisition - As Improved

The subject property is currently vacant.

Valuation:

Appraisal Procedure:

The estimation of a real property's market value involves a systematic process in which the problem is defined; the work necessary to solve the problem is analyzed, and interpreted into an estimate of value. Three basic approaches to value are used in this process by the appraiser: The Cost Approach, The Sales Comparison Approach, and The Income Approach.

In the **COST APPROACH**, the appraiser must first estimate the value of the subject site by comparing it to similar sites that have recently sold or are currently for sale. The replacement cost new of the improvements, as determined by comparison to similarly constructed properties is then estimated. Depreciation from all sources is considered and subtracted from the cost new of the improvements, to arrive at their depreciated cost. The depreciated cost of the improvements is added to the estimated site value with the result being the indicated value by the Cost Approach.

The **SALES COMPARISON APPROACH** involves the comparison of the similar properties that have recently sold, or similar properties that are currently offered for sale with the subject

property. These properties are compared to the subject with regard to differences or similarities in time, age, location, physical characteristics and the conditions influencing the sale. The notable differences in the comparable properties are then adjusted to the subject property to indicate a value range for the property being appraised. When sufficient sales data was available, these adjustments are best determined by the actions of typical buyers and sellers in the subject's market. This value range, as indicated by the adjusted comparable properties, is then correlated into a final indicated value for the subject by this approach.

The **INCOME APPROACH** is a process in which the anticipated flow of future benefits (actual dollar income or amenities) is discounted to a present worth figure through the capitalization process. The appraiser is primarily concerned with the future benefits resulting from net income. Net income is the remainder after deduction of expense of operation from the effective gross income by comparison with competing properties and estimating expenses (derived from historical and/or market experience) to determine a projected net income stream. This income stream is then capitalized into an indication of value by using capitalization rates extracted from competitive properties in the market or by using other techniques when applicable.

The value estimates, as indicated by the three approaches, are then correlated into a final estimate of the property's value. In the final correlation, the appraiser must weigh the relative significance, defensibility and applicability of each approach as it pertains to the type of property being appraised and that best approximates the probable market value.

Method of Valuation:

The appraiser considered all three approaches to value, as well as the five steps used in determining the total value of the acquisition, to estimate the total value of the subject property. However, since the property is comprised of non-income producing vacant land, the appraiser utilized the Sales Comparison Approach to estimate the value of the land "as though vacant". For the purpose of this appraisal, neither the Cost nor the Income Approaches were considered applicable and were therefore not utilized.

LAND VALUATION:

The value of the land "as if vacant" and available for improvement was estimated by the comparison of sales of similar properties, in and around the subject neighborhood, to the subject property. The sales were broken down into a **price per acre** as this was determined to be the appropriate unit of comparison for this type and size of property.

Out of a number of sales researched and investigated, **(3)** were chosen for direct comparison to the subject property. Reference is made to **Land Sales 1, 2, and 3**. Reference is made to the detailed data sheets and photo of each of these sales located in the Addenda of this report. These sales ranged in price from **\$174,141 to \$230,769 per acre before adjustments**, in comparison to the subject property.

Based on current market conditions and the appraiser's research of numerous sales throughout the subject's market area over the past 3 years, the appraiser concluded that an upward adjustment of 3% per year was reasonable for time from date of sale.

Adjustments are exhibited on the following adjustment grid.

MARKET COMPARISON GRID

Item	Subject	Land Sale No. 1		Com. Land Sale No. 2		Com. Land Sale No. 3	
Location	1760 Cedars Road L'ville, GA	1425 Progress Ind. Blvd L'ville, GA		783 Brogdon Road Suwanee, GA		195 Sawmill Road Suwanee, GA	
Proximity to Subject		1.0± miles North		9.00± miles N.W.		6.65± miles N.W.	
Sale Price		\$1,200,000		\$1,528,600		\$4,605,518	
Price/Gross Area		\$230,769/ acre		\$178,075/ acre		\$174,141/ acre	
Data Source		Deed Records/ Broker		Deed Records/ Grantor		Deed Records/ Broker	
VALUE ADJUSTMENTS							
Rights Conveyed		Fee		Fee		Fee	
Sales or Financing Concessions		Cash to Seller		Cash to Seller		Cash to Seller	
Conditions of Sale		None/ Arm's length		None/ Arm's length		None/ Arm's length	
Market Conditions/Time		6/23/2023	0.00%	8/31/2020	+9.75%	6/16/2022	+4.25%
Adjusted Price per Unit		\$230,769/ acre		\$195,437/ acre		\$181,542/ acre	
Location	Good	Good	Similar	Good	Similar	Average	Inferior
Exposure	Fair to Cedars Drive	Fair to Progress Ind. Blvd	Similar	Average to Brogden Blvd	Similar	Good to Swanson Drive	Similar
Size	14.45 acres gross 10.19 acre net usable	5.20± acres	Similar	8.584 acres	Similar	26.447 acres	Larger
Zoning/Use	M-1 Industrial	M-1 Industrial	Similar	HM-1 Industrial	Similar	C-C Commercial	Similar
Frontage	80' Cedars Road	63' Progress Ind. Blvd	Similar	709± l.f. Brogden Road	Similar	825± l.f. Swanson Dr.	Similar
Corner	No	No	Similar	No	Similar	No	Similar
Access	Adeq. to Cedars Road	Adeq. to Progress Industrial Blvd	Similar	Good to Brogden Road	Similar	Good to Swanson Drive	Similar
Easements	Sewer/ Avigation Easements	Overhead power line, sewer	Inferior	Typical Utility	Similar	Typical Utility	Similar
Topography	Gently sloping	Gently Sloping below grade	Similar	Heavily Rolling	<i>Inferior</i>	Below grade and heavily rolling	Inferior
Floodplain/ unusable area	4.26 acres	None	<i>Superior</i>	None	<i>Superior</i>	None	<i>Superior</i>
Shape	Somewhat rect. to flag shaped	Flag	Similar	Somewhat Rectangular	Similar	Mostly Rectangular	Similar
Utilities	All onsite, including sewer	All Pub avail, including sewer	Similar	All Pub avail incl. sewer	Similar	All Pub avail incl. sewer	Similar
Functional Site Utility	Good	Good	Similar	Good	Similar	Good	Similar
Deed Restrictions	None	None	Similar	None	Similar	None	Similar
Conclusion/ Net Adjustment			Dwnward		None		Upward

RECONCILIATION:

Land Sale No. 1 is a 5.20± acre M-1 Industrial zoned parcel located just 1.0± miles north of the subject property at 1425 Progress Industrial Blvd in Lawrenceville, which sold for \$1,200,000 or \$230,469 per acre before adjustments in June of 2023. This site remained vacant at time of inspection. A moderate upward adjustment was applied to reflect this sale’s inferior encumbrance of an overhead power line as compared to the subject. A downward adjustment was applied to reflect this sale’s superior lack of floodplain as compared to the subject. A net downward adjustment of 15% was applied, reflecting an indicated value of **\$196,154 per acre**.

Land Sale No. 2 is an 8.584± acre LM Industrial zoned parcel located 9.00± miles N.W. of the subject property at 783 Brogden Road in Suwanee, which sold for \$1,528,600 or \$178,075 per acre before adjustments in August of 2021. This site was developed with a large warehouse distribution facility. An upward adjustment was applied for time from date of sale, and to reflect this sale’s inferior steeply sloping topography requiring retaining walls along the side and rear of the property. A downward adjustment was applied to reflect this sale’s superior lack of floodplain as compared to the subject. No other adjustments were applied. After time from date of sale, a net adjustment of 0% was applied, reflecting an indicated value of **\$195,437 per acre**.

Land Sale No. 3 is a 26.447± acre M-1 Industrial zoned parcel located 4.60± miles N.W. of the subject property at 195 Sawmill Road in Suwanee, which sold for \$4,605,518 or \$174,141 per acre before adjustments in June of 2022. This site is also under development of a large warehouse distribution facility. Upward adjustments were applied for time from date of sale, and to reflect this sale’s inferior location with more difficult access to Lawrenceville Suwanee Road to I-85, and for its larger size, based on the premise that larger tracts tend to sell for lower price per unit as compared to smaller tracts, and for its inferior heavily rolling below grade topography as compared to the subject. A downward adjustment was applied to reflect this sale’s superior lack of floodplain as compared to the subject. No other adjustments were applied. After time from date of sale, a net upward adjustment of 10% was applied, reflecting an indicated value of **\$199,696 per acre**.

The sales and adjustments are summarized as follows:

Sales Summary Adjustment Chart

Sale No.	Sale Date	Size (Acres)	Price/Acre Before Adj.	Price/Acre After Time	Net Adjustment	Price/Acre After Adj.
1	06/2023	5.200	\$230,769	\$230,769	- 15%	\$196,154
2	08/2020	8.584	\$178,075	\$195,437	0%	\$195,437
3	06/2022	26.447	\$174,141	\$181,542	+ 10%	\$199,696
Subject		14.45 acres				

Adjusted Range of indicated values: \$195,437 to \$199,696 per square foot

All 3 sales were in relatively close proximity to the subject property and required a moderate number of adjustments. Sale No. 1, which is the most recent of the 3 sales, is considered to be the most comparable to the subject property in location, size, shape and proximity to the subject property. Most weight was given to this sale. Sales 2 & 3 were also very comparable but required

substantial upward adjustments due primarily to their inferior sloping topographies. With consideration given to the subject's good location in close proximity to Ga Hwy 316 and the Gwinnett County Airport, along with its gently sloping topography, the appraiser estimated that the unencumbered fee simple market value of the subject property "as though vacant" within the upper range of indicated value at **\$196,000 per acre**.

FINAL VALUE ESTIMATE, BEFORE THE ACQUISITION

Valuation of the Land "As Vacant":

14.45 acres x \$196,000/ acre = \$2,832,200.

Total Value of the Subject Property (Rdd): \$2,832,200.

Market Data Information

Vacant Land Sales

Address	DB	Page
1425 Progress Industrial Blvd, Lawrenceville, GA	60661	295
783 Brogden Road, Suwanee, GA	57811	697
195 Sawmill Road, Suwanee, GA	60030	767

Improved Land Sales (If Applicable)

Address	DB	Page

Rentals (If Applicable)

Address

Other Sales (Proximity if Applicable)

Address	DB	Page

CERTIFICATION OF APPRAISER

STATE OF GEORGIA
COUNTY OF GWINNETT

PROJECT NUMBER: N/A
PARCEL NUMBER: 1

I Hereby Certify:

That I have personally inspected the property appraised herein and that I have also made a personal field inspection of the comparable sales relied upon in making said appraisal. The subject and the comparable sales relied upon in making said appraisal were as represented in said appraisal or in the data book or report which supplements said appraisal.

That *no one* provided significant professional assistance to the appraiser in completion of this report.

That to the best of my knowledge and belief, the statements contained in the appraisal herein set forth 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.

That my analyses, opinions, and conclusions were developed, and this report has been prepared, in conformity with the Uniform Standards of Professional Appraisal Practice. The appraiser is currently certified under the continuing education program of the State of Georgia through the date 3/31/24.

That I understand that such appraisal may be used in connection with the acquisition of right-of-way for a project to be constructed by the State of Georgia with the assistance of Federal-Aid highway funds, and other Federal funds.

That such appraisal has been made in conformity with the appropriate State laws, regulations, and policies and procedures applicable to appraisal of right-of-way for such purposes; and that to the best of my knowledge, no portion of the value assigned to such property consists of items which are non-compensable under the established law of said State.

That my compensation is not 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.

That I have no personal interest in or bias with respect to the parties involved and that I have no present or prospective interest in the property that is the subject of this report.

That I have not revealed the findings and results of such appraisal to anyone other than the property officials of the acquiring agency of said State or officials of the Federal Highway Administration and I will not do so until so authorized by said officials, or until I am required to do so by due process of law, or until I am released from this obligation by having publicly testified as to such findings.

That I have performed no (or the specified) services, as an appraiser or in any other capacity, regarding the property that is the subject of this report within the three-year period immediately preceding the agreement to perform this assignment.

That my opinion of just compensation for the acquisition as of the **15th day of December 2023** is **\$2,832,200.00** based upon my independent appraisal and the exercise of my professional judgment.

Name:

Steven L. Piefke

Date:

December 30, 2023

Appraiser's Signature:



Telephone Number: 770-513-7516

ADDENDA

Assumptions & Limiting Conditions
Appraiser Qualifications
Tax Plat/ Sewer Map
Property Survey showing Avigation Esmt
Topo Map
Zoning Map
FEMA Floodplain Map
Floodplain Overlay
Map 2023 Aerial
Photo Map
Subject Photographs
Comparable Land Sales & Location
Map Recorded Avigation Clearance
Esmt Doc
Ownership Deed
w/ Legal Description, Recorded Plat

ASSUMPTIONS AND LIMITING CONDITIONS

This appraisal report has been made with the following general assumptions:

1. No responsibility is assumed for the legal description or for matters including legal or title considerations. Title to the property is assumed to be good and marketable unless otherwise stated.
2. The property is appraised, free and clear of any or all liens or encumbrances unless otherwise stated.
3. Responsible ownership and competent property management are assumed.
4. The information furnished by others is believed to be reliable. However, no warranty is given for its accuracy.
5. All engineering is assumed to be correct. The plat plans and illustrative material in this report are included only to assist the reader in visualizing the property.
6. It is assumed that there are no hidden or unapparent conditions of the property, subsoil, or structures that render it more or less valuable. No responsibility is assumed for such conditions or for arranging for engineering studies that may be required to discover them.
7. It is assumed that there is full compliance with all applicable federal, state, and local environmental regulations and laws unless noncompliance is stated, defined and considered in the report.
8. It is assumed that all applicable zoning and use regulations and restrictions have been complied with, unless a non-conformity has been stated, defined, and considered in the appraisal report.
9. It is assumed that all required licenses, certificates of occupancy, consents, or other legislative or administrative authority from any local, state or national government or private entity or organization have been, or can be obtained or renewed, for any use on which the value estimate contained in this report is based.
10. It is assumed that the utilization of the land and improvements is within the boundaries or property lines of the property described and that there is no encroachment or trespass unless noted in this report.
11. The distribution, if any, of the total valuation in this report between land and improvements applies only under the stated program of utilization. The separate allocations for land and buildings must not be used in conjunction with any other appraisal and are invalid if so used.
12. Possession of this report, or a copy thereof, does not carry with it the right of publication. It may not be used for any purpose by any person other than the party to whom it is addressed without the written consent of the appraiser, and in any event only with property written qualification and only in its entirety. Therefore, the liability of the appraiser shall be

ASSUMPTIONS AND LIMITING CONDITIONS (CONT.)

expressly limited to the person for whom the report was addressed and any reliance thereon by any third party shall not be justifiable, and therefore at the peril of such third party.

13. The appraiser herein by reason of this report is not required to give further consultation, testimony, or be in attendance in court with reference to the property in question unless arrangements have been previously made.
14. Neither all nor any part of the contents of this report (especially any conclusions as to value, the identity of the appraiser, or the firm with which the appraiser is connected) shall be disseminated to the public through advertising, public relations, news, sales, or other media without the prior written consent and approval of the appraiser.
15. It is a condition of this appraisal that the subject property, including any proposed improvement, meets all governmental regulations and restrictions including but not limited to zoning requirements, building and development codes, drainage requirements and all fire safety laws.
16. It is a condition that the property is subject to typical easements such as right of way for electrical power-lines, sewer easements, natural gas lines, as well as telephone lines and water lines.
17. It is a condition of the appraisal that no soil-boring test has been made and the stated value would be subject to such a test.
18. It is a condition of this appraisal that any marketing of the subject property would expressly require effective and aggressive sales methods and techniques, reasonable pricing, market exposure and coverage, and unless stated any suggested improvements or repairs completed in order to market the property.
19. Unless stated in the letter of transmittal this appraisal was not prepared for a savings and loan institution, its affiliate, or to be utilized by a savings and loan institution, and therefore was not specifically prepared to meet the Federal Home Loan Bank Board Memorandum.
20. The subject is specifically conditioned on present market conditions, and any change may affect the market value stated.
21. Unless otherwise stated in this report, the existence of hazardous material, which may or may not be present on the property, was not observed by the appraiser. The appraiser has no knowledge of the existence of such materials on or in the property. The appraiser, however, is not qualified to detect such substances. The presence of substances such as, but not limited to, asbestos, urea-formaldehyde foam insulation, leaking underground storage tanks, contaminated areas, hazardous wastes, dangerous substances, or other potentially hazardous materials may affect the value of the property. The value estimate is predicated on the assumption that there is not such material on or in the property that would cause a loss in value. No responsibility is assumed for any such conditions or for any expertise or

ASSUMPTIONS AND LIMITING CONDITIONS (CONT.)

engineering knowledge required to discover them. The client is urged to retain an expert in this field, if desired.

22. It is specifically noted as a condition of this report that, unless found otherwise, the furnished plans for the project, furnished square foot areas, owner furnished information, as well as county tax record information regarding the subject is believed to be reliable. However, no warranty is given for its accuracy.
23. It is specifically noted that the report is prepared generally for the purpose of estimating the market value of the property to be acquired plus any consequential damages to the remainder, less any special benefits to the remainder. In this regard, at the request of the *client* I have, to the best of my ability, followed the guidelines set forth by the *Gwinnett County*.
24. The client is advised that this is an **APPRAISAL REPORT** which is intended to comply with the reporting requirements set forth under Standards Rule 2-2(b) of the **UNIFORM STANDARDS OF PROFESSIONAL PRACTICE**. As such, it presents only summary discussions of the data, reasoning, and analyses that were used in the appraisal process to develop the appraiser's opinion of value. Supporting documentation concerning the data, reasoning, and analyses is retained in the appraiser's file. The depth of discussion contained in this report is specific to the needs of the client and for the intended use stated. The appraiser is not responsible for unauthorized use of this report.

QUALIFICATIONS

Steven L. Piefke
State Certified General Real Estate Appraiser
State of Georgia #1746

EDUCATION

Bachelor of Business Administration
Degree University of Georgia, Athens,
Georgia 1983

Real Estate Appraisal Courses

Course R1/G1	Foundations of Real Estate Appraisal Georgia Board of Realtors	Atlanta, Georgia	1991
Course R2/G2	Appraising the Single Family Residence Georgia Board of Realtors	Atlanta, Georgia	1991
Course RS/GS	Standards of Professional Practice Georgia Board of Realtors	Atlanta, Georgia	1991
Course G3	Real Estate Appraisal Methods Dargon, Whittington, & Maddox	Atlanta, Georgia	1996

Core Courses of the Appraisal Institute

Course 320	Basic Income Capitalization Athens, Georgia	1992
Course 410/420	Standards of Professional Practice Atlanta, Georgia	1994
Course 510	Advanced Income Capitalization Tuscaloosa, Alabama	1996

Appraisal Institute Courses/ Seminars

Litigation Valuation	Savannah, Georgia	June	1993
Correlative Techniques in Valuation	Savannah, Georgia	May	1996
Easement Valuation	Savannah, Georgia	May	1996
Skills of Expert Testimony	Hanover, Maryland	Nov	2000
Small Hotel/ Motel Valuation	Atlanta, Georgia	March	2007
Appraising Convenience Stores	Atlanta, Georgia	March	2007
Subdivision Valuation	Atlanta, Georgia	March	2009
Eminent Domain and Condemnation	Atlanta, Georgia	March	2009
Business Practices and Ethics	Atlanta, Georgia	Dec	2009
Uniform Appraisal Standards for Federal Land Acquisitions	San Diego, CA	March	2011
Appraising the Appraisal The Art of Appraisal Review	Atlanta, Georgia	Feb.	2012
Residential Market Analysis & Highest and Best Use	Atlanta, Georgia	March	2013
Comparative Analysis	Atlanta, Georgia	March	2015

Appraisal Institute Courses/ Seminars (Continued)

Business Practices & Ethics	Atlanta, Georgia	March	2017
Eminent Domain in Georgia	Atlanta, Georgia	Oct	2017
Eminent Domain and Condemnation	Atlanta, Georgia	March	2019
Real Estate Damages	Orange Beach, AL	June	2019
Evaluating Commercial Leases	Alabama/ Miss.	Feb	2023
Eminent Domain in Georgia	Atlanta, Georgia	Oct	2017
Eminent Domain and Condemnation	Atlanta, Georgia	March	2019
Real Estate Damages	Orange Beach, AL	June	2019
Evaluating Commercial Leases	Alabama/ Miss.	Feb	2023

Courses of the International Right of Way Association

Principles of Real Estate Law	Atlanta, Georgia	March	2001
Principles of Real Estate Engineering	Atlanta, Georgia	October,	2001
Principles of Real Estate Negotiation	Atlanta, Georgia	January,	2003

Other Courses & Seminars

Appraisal of Self-Storage Facilities	Atlanta, Georgia	March	2014
Appraisal of Fast Food Facilities	Atlanta, Georgia	March	2019
National USPAP Update Appraisal Course	Ashville, NC	March	2020
Sales Comparison Approach	Atlanta, Georgia	March	2021
Income Capitalization Overview	Atlanta, Georgia	March	2021
National USPAP Update Appraisal Course	Atlanta, Georgia	March	2022

EXPERIENCE

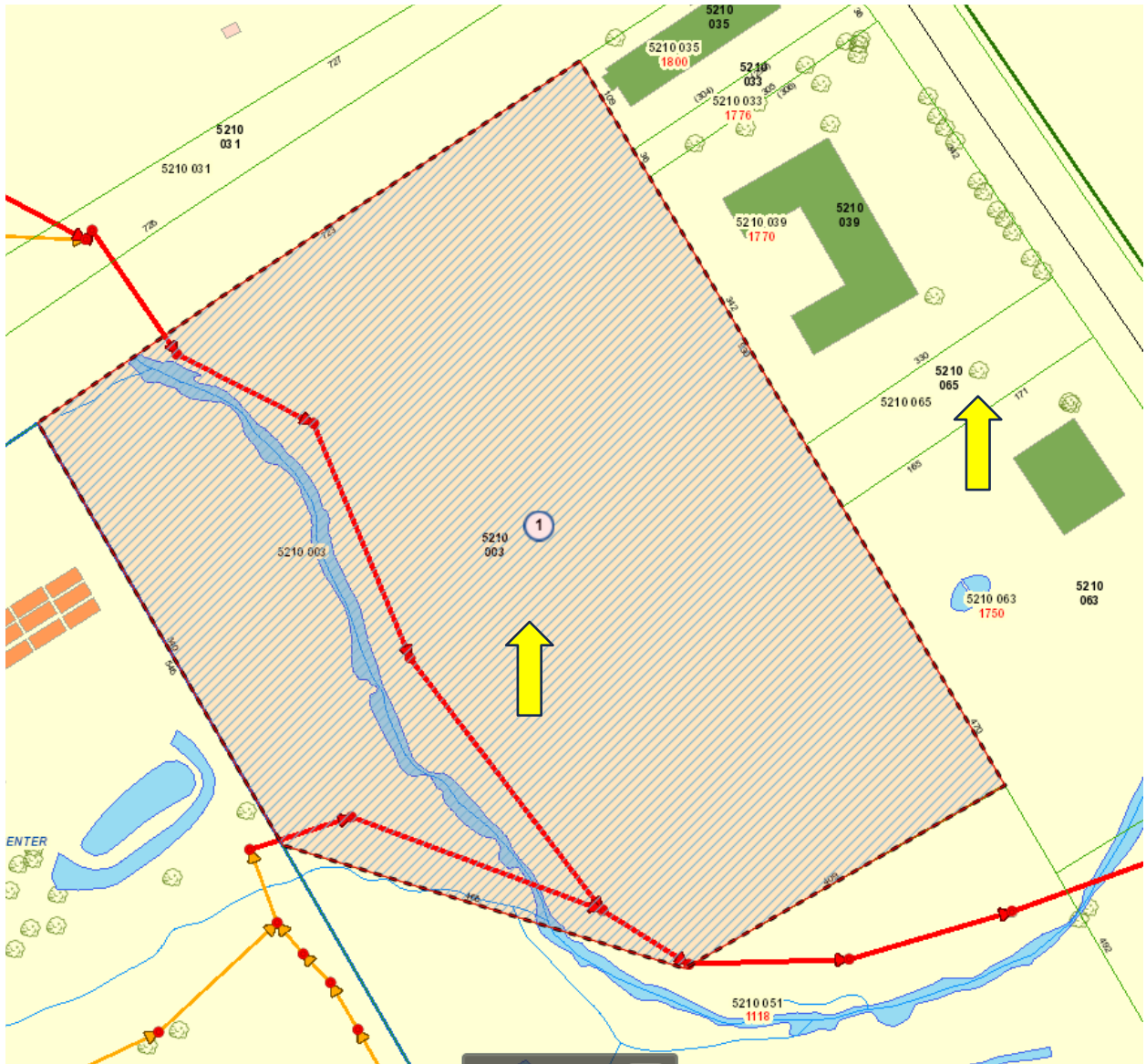
Over 32 years of experience in appraising/ reviewing all types of residential and commercial properties. Residential appraisal experience includes single family and multi-family residential properties including apartments. Commercial properties appraised include retail strip shopping centers, restaurants, small office buildings, office/ warehouse buildings, industrial warehouses, free standing retail stores, motels, flea markets, automobile repair garages, convenience store/ gas stations, Automotive and RV dealerships, fast food restaurants, mobile home parks, single-family residences, and all types of vacant land.

For the past 30 years, I have specialized in the appraisal of commercial and residential properties impacted by road improvement projects, utility easements, and avigation easements throughout the Metropolitan Atlanta and the State of Georgia, and I am approved with a **Level IV Appraisal Certification with the Georgia Dept. of Transportation.**

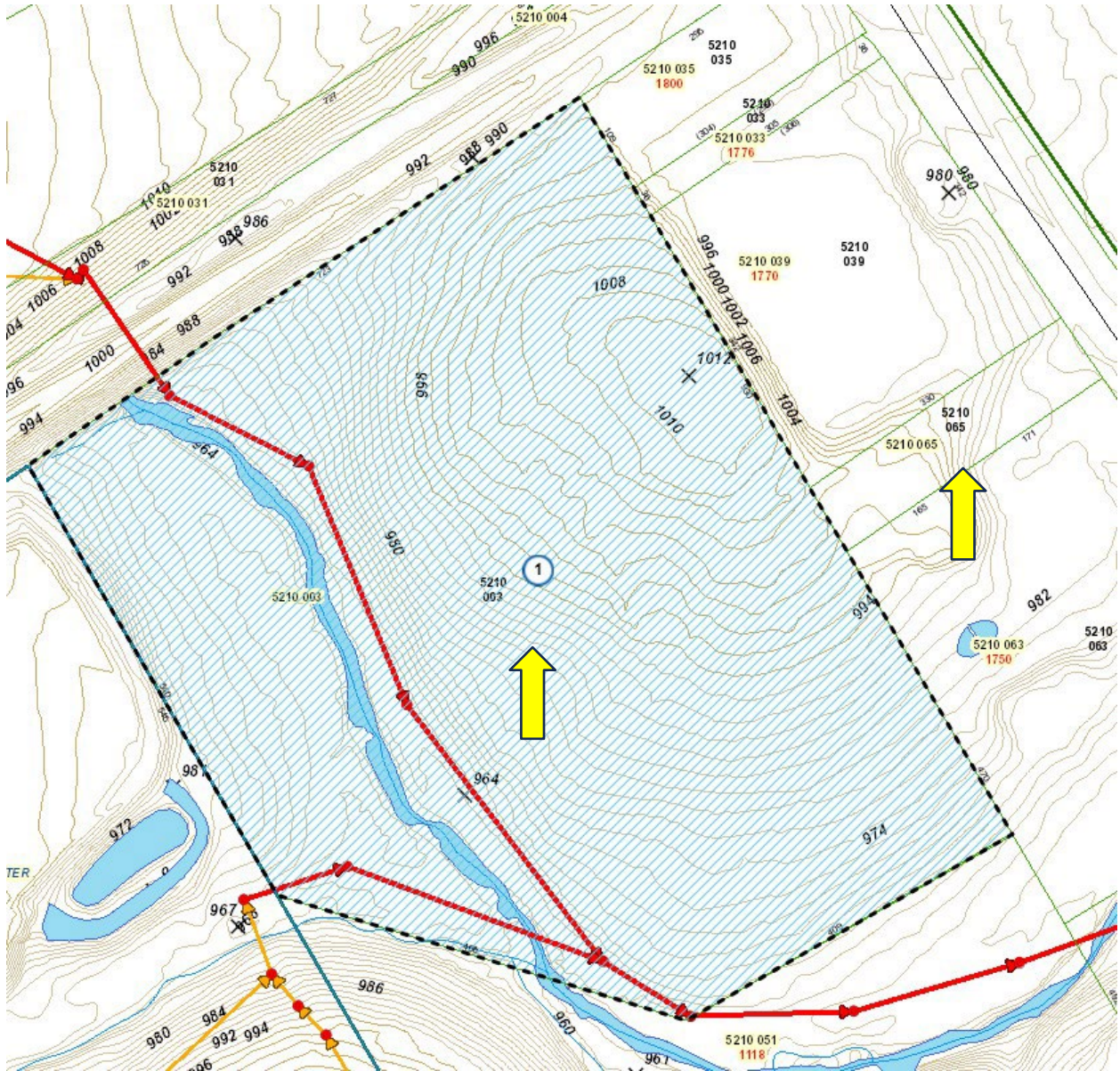
Organizations

*Licensed Real Estate Agent – State of Georgia Practicing
Affiliate, Appraisal Institute
Member of the International Right of Way Association*

TAX/SEWER MAP
T.M. NOS. 5210 065 & 5210 003

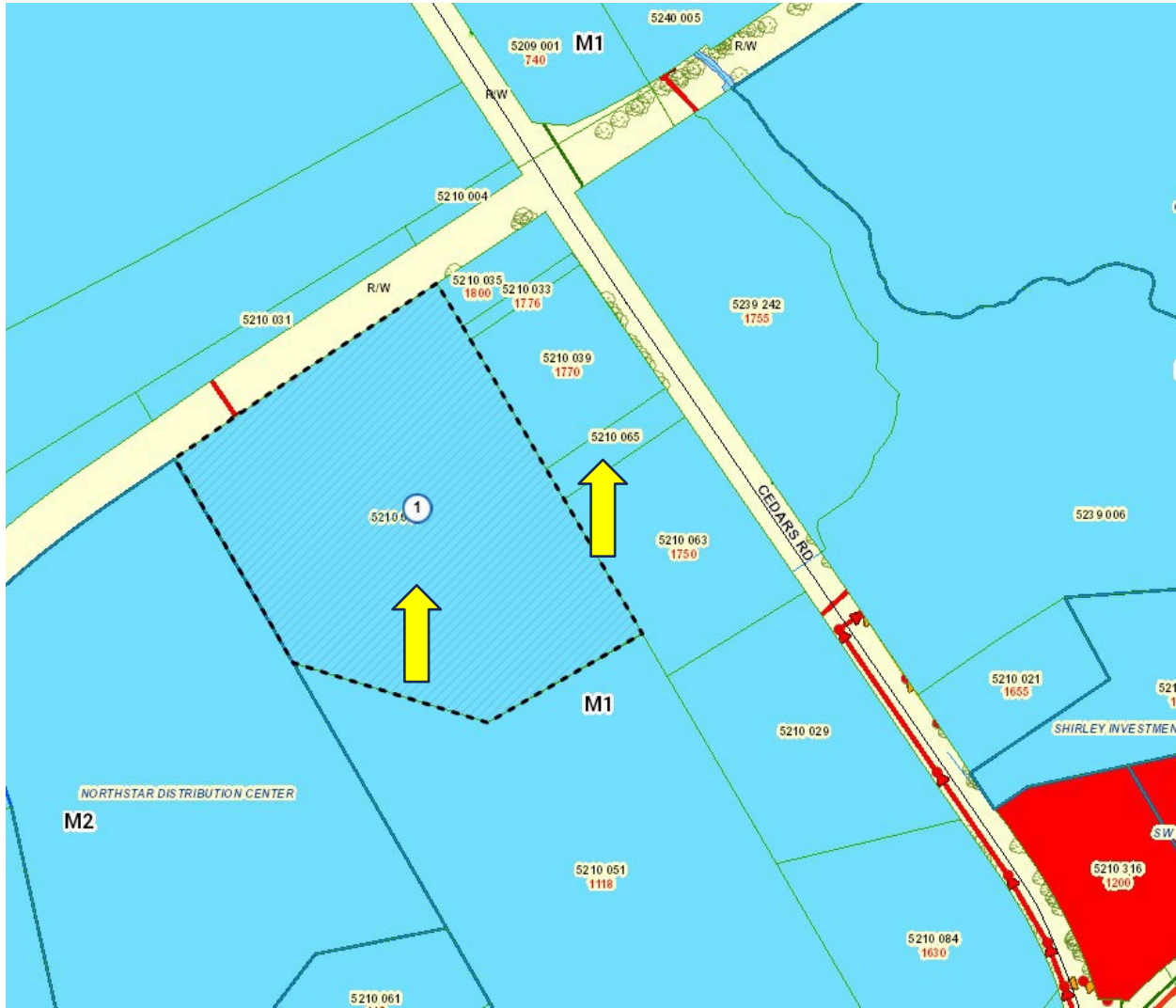


TOPO MAP T.M. NOS. 5210 065 & 5210 003



ZONING MAP

T.M. NOS. 5210 065 & 5210 003

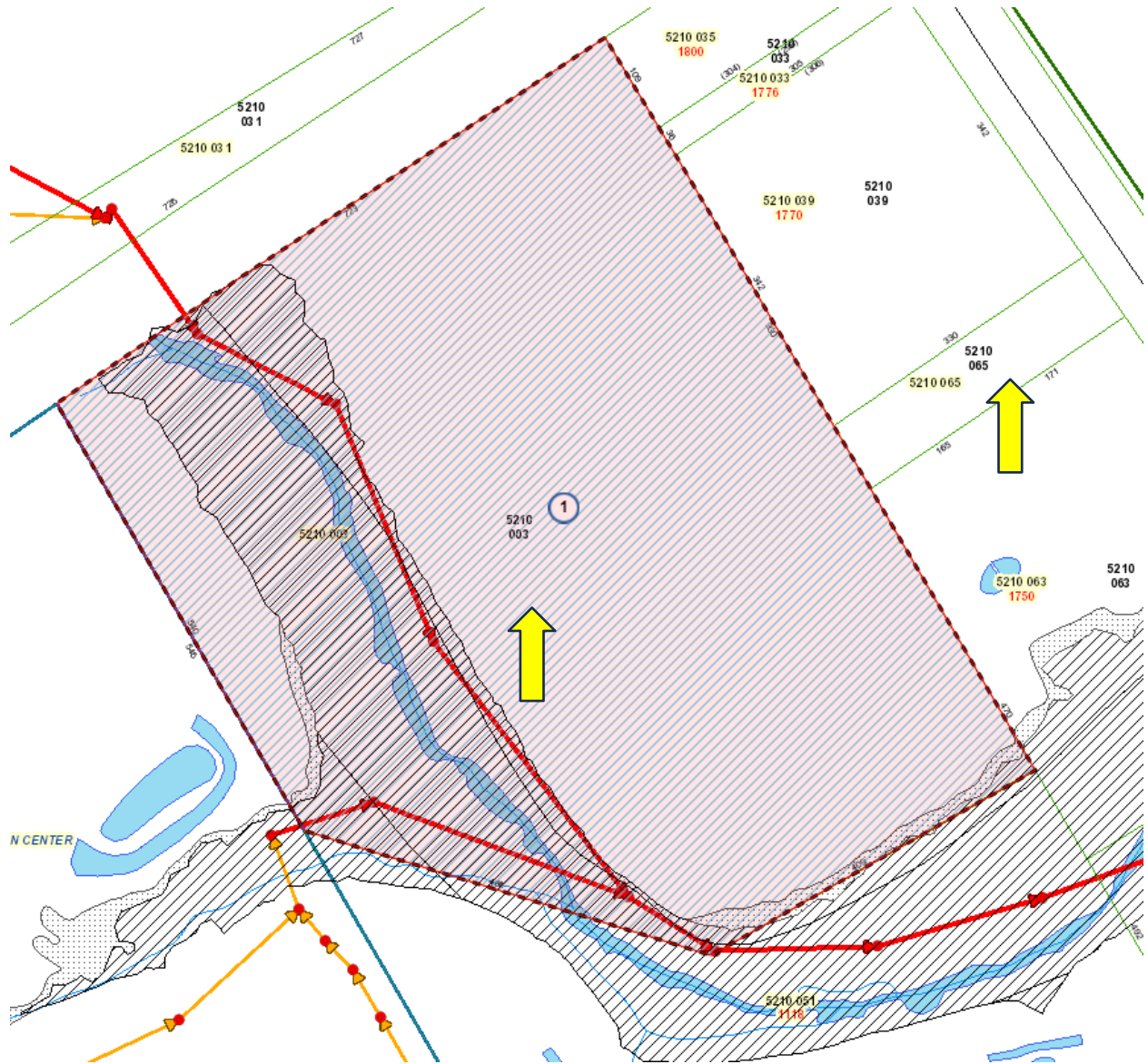


FEMA FLOODPLAIN MAP
T.M. NOS. 5210 065 & 5210 003



FLOODPLAIN OVERLAY MAP

T.M. NOS. 5210 065 & 5210 003



AERIAL PHOTO
T.M. NOS. 5210 065 & 5210 003



SUBJECT PHOTOGRAPHS (1)

Date Photo Taken:	December, 15 2023	County:	Gwinnett
Project:	Youth Rehab Center	Parcel No.:	1
Photographed by:	Steve Piefke	Address:	Cedars Road



View of Subject Project access driveway facing east from Cedars Road.



View of Subject Project access driveway facing east from Cedars Road.

SUBJECT PHOTOGRAPHS (2)



Interior view of property facing south.



Interior view of property facing West.

SUBJECT PHOTOGRAPHS (3)



Interior view of property facing Northeast.



Interior view of property facing east downward toward the floodplain and creek.

SUBJECT PHOTOGRAPHS (4)



Interior view of property showing the existing sewer easement facing north.



View of existing sewer easement facing south

SUBJECT PHOTOGRAPHS (5)



View of creek toward the backside of property facing south.



View of hill sewer easement and creek facing north

SUBJECT PHOTOGRAPHS (6)



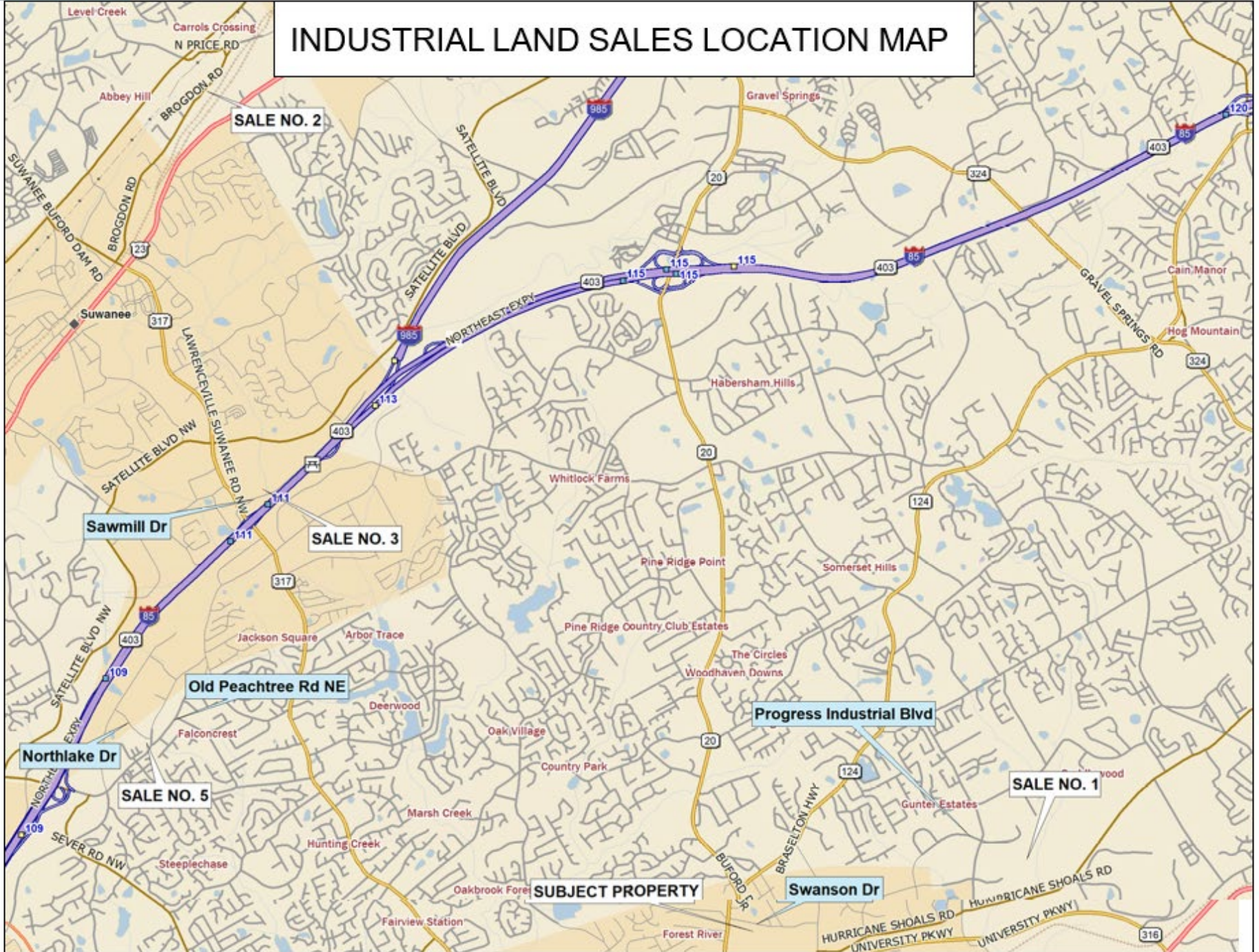
View of sewer line facing south toward the railroad right of way.



View of railroad line bordering the Subject's southern property line facing south.



INDUSTRIAL LAND SALES LOCATION MAP



Data use subject to license.

© DeLorme, DeLorme Street Atlas USA © 2013.

www.delorme.com



Scale 1 : 62,500



1" = 5,208.3 ft Data Zoom 11-6

LAND SALE NO. 1**LOCATION:**

Address: 1425 Progress Industrial Blvd.
County: Gwinnett
City, State: Lawrenceville, Georgia
Tax Map No: 7015 165

SALE DATA:

Sale Price: \$1,200,000
Unit Price: **Per Acre:** \$ 230,769 **Per S.F.:** \$ 5.30

Date: June 23, 2023
Deed Book/ Page: 60661/ 295

Grantor: 1425 PIB Holdings, LLC
Grantee: 1425 Progress Industrial LLC

FINANCING: All cash to seller. No favorable financing noted.

CONDITIONS OF SALE: Arm's Length Transition

SITE DATA:

Acreage: 5.20 acres
Shape: Somewhat flag shaped
Access/ Frontage: Adequate access to Progress Industrial Blvd with 63 l.f. of road frontage.
Exposure: Avg to Progress Industrial Blvd.
Zoning: M-1, Light Industrial by Gwinnett County.
Topography: Generally level to gently sloping.
Drainage: Appears adequate.
Floodplain: None
Easements: Overhead power line and underground sewer extend along the backside of the property.
Utilities: All onsite including public sewer.
Improvements: None
Present Use: Vacant land.
Highest & Best @ Time of Sale: Industrial development

INSPECTION DATE: November 16, 2023

VERIFICATION: Public Deed Records; PT-61, Gwinnett County tax records, Deane Stokes, Metropolitan Realty Associates.

COMMENTS: Property is located within the Progress Industrial business park with all utilities onsite. Good topo.

LAND SALE NO. 1



LAND SALE NO. 2**LOCATION:**

Address: 783 Brogdon Road
County: Gwinnett
City, State: Suwanee, Georgia
Tax Map No: 7254 005

SALE DATA:

Sale Price: \$1,528,600
Unit Price: **Per Acre:** \$ 178,075 **Per S.F.:** \$ 4.09

Date: August 31, 2020
Deed Book/ Page: 578111/ 697

Grantor: Grexterra LLC
Grantee: AG-HS Brogdon Property Owner, L.L.C.

FINANCING: All cash to seller. No favorable financing noted.

CONDITIONS OF SALE: Arm's Length Transition

SITE DATA:

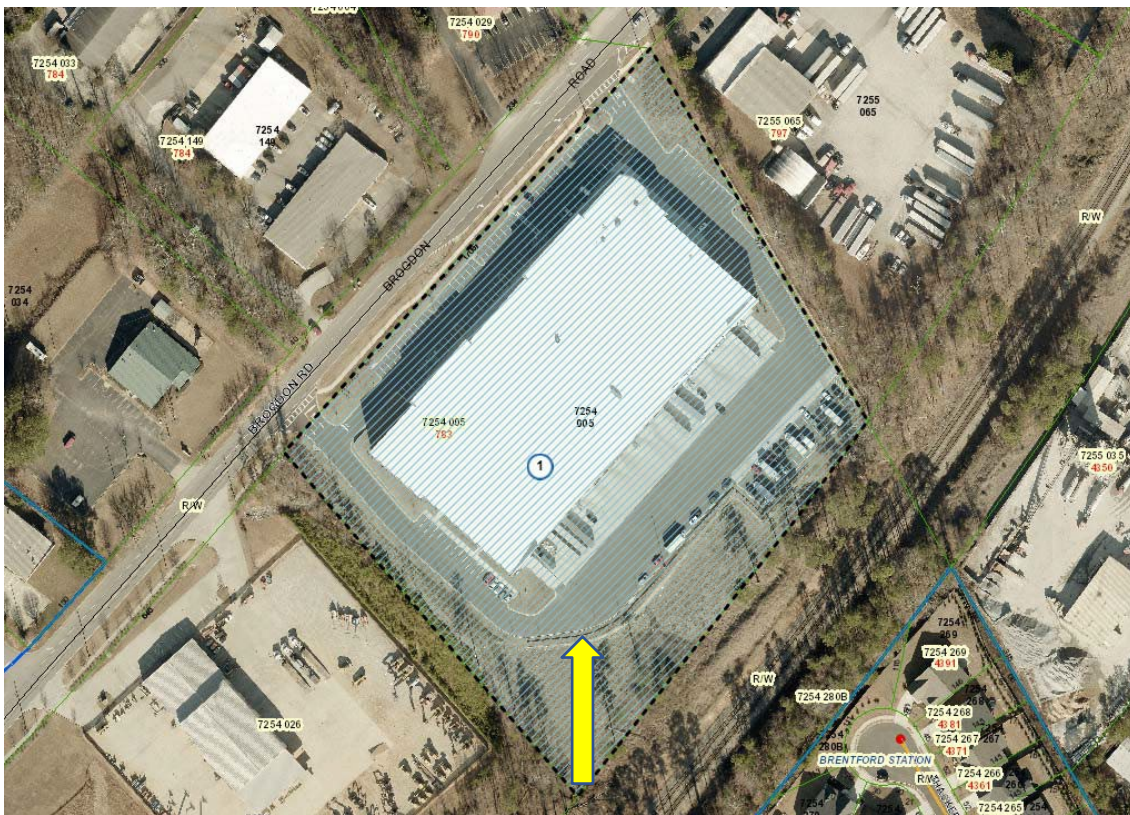
Acreage: 8.584 acres
Shape: Mostly rectangular
Access/ Frontage: Adequate access to Brogdon Road with 709 l.f. of road frontage.
Exposure: Good to Brogdon Road.
Zoning: HM-1, Heavy Manufacturing by the City of Suwanee.
Topography: Gently sloping along the front and steeply sloping downward to the rear on the back half of the property.
Drainage: Appears adequate.
Floodplain: None
Easements: Typical utility, no adverse easements noted.
Utilities: All accessible to the site including public sewer.
Improvements: None
Present Use: Industrial warehouse/ distribution.
Highest & Best @ Time of Sale: Industrial development

INSPECTION DATE: November 16, 2023

VERIFICATION: Public Deed Records; PT-61, Gwinnett County tax records, Janet Covey, Grantor with Grexterra LLC

COMMENTS: Site was steeply sloping requiring retaining walls along the northern and eastern property lines. Property was developed with a large warehouse/ distribution building

LAND SALE NO. 2



LAND SALE NO. 3**LOCATION:**

Address: 195 Sawmill Drive
County: Gwinnett
City, State: Suwanee, Georgia
Tax Map No: 7170 004

SALE DATA:

Sale Price: \$4,605,518
Unit Price: **Per Acre:** \$ 174,141 **Per S.F.:** \$ 4.00

Date: June 16, 2022
Deed Book/ Page: 60030/ 767

Grantor: Diversified Holdings, LLC
Grantee: Sawmill Industrial Partners, LLC

FINANCING: All cash to seller. No favorable financing noted.

CONDITIONS OF SALE: Arm's Length Transition

SITE DATA:

Acreage: 26.447 acres
Shape: Somewhat rectangular
Access/ Frontage: Adequate access to Sawmill Road with 825± l.f. of road frontage.
Exposure: Good to Sawmill Road.
Zoning: M-1, Light Industrial by the City of Suwanee.
Topography: Heavily rolling.
Drainage: Appears adequate.
Floodplain: None
Easements: Typical utility, no adverse easements noted.
Utilities: All accessible to the site including public sewer.

Improvements: None at time of sale
Present Use: Under development for Industrial warehouse/ distribution.
**Highest & Best
 @ Time of Sale:** Industrial development

INSPECTION DATE: November 16, 2023

VERIFICATION: Public Deed Records; PT-61, Gwinnett County tax records, Scott
 McGregor – Listing Broker w/ CBRE

COMMENTS: Site was heavily rolling at time of sale and required considerable grading.
 Site is under development of a 327,825 Suwanee Logistical Center.

FILED & RECORDED
CLERK SUPERIOR COURT
GWINNETT COUNTY, GA.

BOOK 3110 PAGE 29

1985 AUG -2 PM 2:55

FILED & RECORDED
CLERK SUPERIOR COURT
GWINNETT COUNTY, GA.

BOOK 3084 PAGE 154

GARY R. YATES, CLERK

1985 JUN 28 PM 2:45

CLEAR ZONE EASEMENT GARY R. YATES, CLERK

THIS INDENTURE made this 28 day of June, 1985, by and between MRS. EVA RICHARDSON VANDEGRIFF, hereinafter referred to as GRANTOR, and GWINNETT COUNTY, a political subdivision of the State of Georgia, hereinafter referred to as GRANTEE,

WITNESSETH

THAT WHEREAS, the said GRANTOR is of lawful age, legally capable of disposing of property, and is the owner of fee simple title to that certain tract of land designated as Tract 5-210-3 shown on Exhibit "A" dated May, 1985 which is attached hereto and made a part hereof and more particularly described as follows:

Starting at the intersection of land lots #209, 210, 239 and 240, proceed Southwest along land lot line dividing Land Lots 209, 210, South 59°13'17" West a distance of 641.97 feet; then South 30°52'32" East a distance of 163.48 feet to a point which is the true point of beginning. From said true point of beginning, run South 30°52'32" East a distance of 450 feet to a point; then run South 71°13'11" West a distance of 743.94 feet to a point; then run North 30°52'32" West a distance of 250 feet to a point; then run North 55°39'14" East a distance of 728.76 feet to a point which is the true point of beginning, containing 5.84 acres.

WHEREAS, the said above described land is free and clear of all leases, liens, mortgages, mechanics liens or any encumbrances of any nature whatsoever.

WHEREAS, the GRANTEE whose address is Lawrenceville, of the County of Gwinnett and State of Georgia is the owner of the Gwinnett County Airport situated in the County of Gwinnett, State of Georgia.

NOW THEREFORE, for and in consideration of the sum of TWELVE THOUSAND ONE HUNDRED NINETY-FOUR and 00/100 (\$12,194.00) DOLLARS and other good and valuable considerations paid by the GRANTEE to the GRANTOR, the receipt and sufficiency of which is hereby acknowledged, the GRANTOR, for herself, her heirs, successors, and assigns, hereby covenants and agrees with the

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BOOK 3110 PAGE 30

BOOK 3084 PAGE 155

the GRANTEE hereof that, for the benefit of the public in its use of the said airport, they will not hereafter erect, or permit the erection or growth, of any structure, trees, or other object within or upon said Tract 5-210-3 which lies within the clear zone approach area of the East end of the 6-24 runway (which area is identified on Exhibit "A") to a height above the clear zone approach surface for that approach area (as also identified on the said Exhibit "A"), said clear zone approach surface being an inclined plane with a slope of 50 feet, i.e., one foot of elevation for each 50 feet of horizontal distance, located directly above the clear zone approach area, which inclined plane has an elevation of 1049 feet at point #1, 1082 feet at point #2, 1047 feet at point #3, and 1095 feet at point #4, (as shown on Exhibit "A").

The GRANTOR, for herself, her heirs, successors and assigns does hereby grant and convey unto the GRANTEE, its agents, servants, and employees a continuing right and easement to take any action necessary to prevent the erection or growth of any structure, tree or other object into the airspace above that part of said approach surface, above the above-described inclined plane located partially over parcel 5-210-3, and to remove from such airspace, or mark or light as obstructions to air navigation any and all structures, trees or other objects that may extend above such approach surface, together with the right of ingress to, egress from and passage over the land of the GRANTOR for such purpose.

Further, for the consideration as above set out, GRANTOR does hereby grant unto GRANTEE for the use and benefit of the public a right of flight for the passage of aircraft in the airspace above the said tract 5-210-3 in the approach surface above the inclined plane as above described and as shown on Exhibit "A", together with the right to cause in said airspace

BOOK 3084 PAGE 156

BOOK 3110 PAGE 31

such noise as may be inherent in the operation of aircraft using said airspace for landing at, taking off from, or operating at the airport.

TO HAVE AND TO HOLD said easement and all rights appertaining thereto unto the GRANTEE, its successors and assigns forever with the understanding that these covenants and agreements shall be binding upon the heirs, administrators, executors, and assigns of GRANTOR, and that these covenants and agreements shall run with the land.

IN WITNESS WHEREOF, the GRANTOR has set her hand and seal this 28 day of June, 1985.

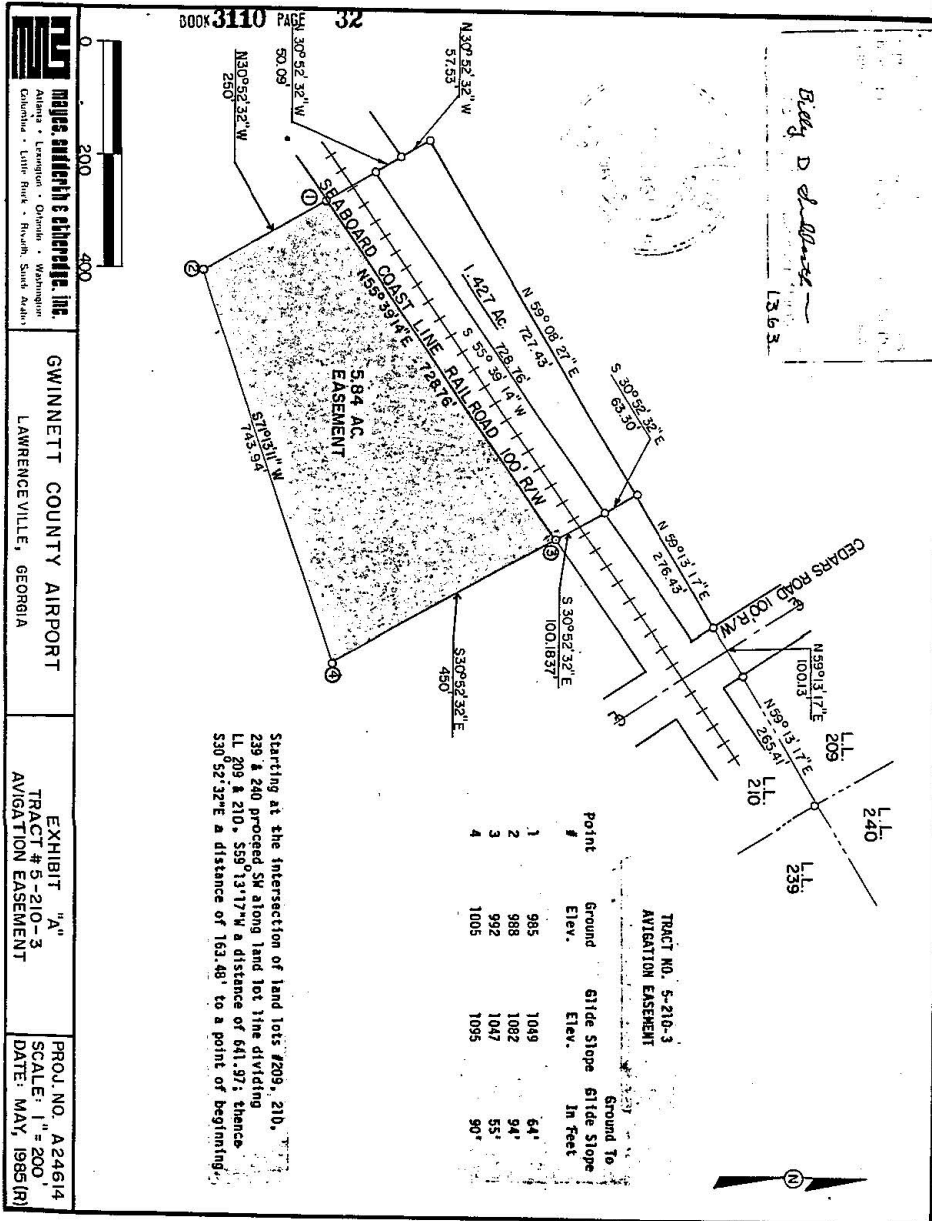
Eva Richardson Vandegriff
EVA RICHARDSON VANDEGRIFF

ACKNOWLEDGEMENT

Now, on this 28 day of June, 1985, before me, Frances M. Gage, a notary public in and for the State of Georgia and County of Gwinnett, personally before me, Eva Richardson Vandegriff, known to me to be the same identical person who signed the above and foregoing instrument and in my presence executed the same and acknowledged to me that she had read the same and understood the contents thereof and that such execution was of her own free will and volition.

Signed this 28 day of June, 1985.

Frances M. Gage
Notary Public
My commission expires, the 30 day of April, 1987.
Jim Stout
Witness



49032
00406

BK49032PG0406

Return to Law Dep't.

STATE OF GEORGIA
COUNTY OF GWINNETT

PT-61 # 67-2008-021746
GWINNETT CO. GEORGIA
REAL ESTATE TRANSFER TAX
\$ 0
TOM LAWLER CLERK OF
SUPERIOR COURT

308718

LIMITED WARRANTY DEED

THIS LIMITED WARRANTY DEED made this 14th day of August in the year Two Thousand Eight between

**MADISON VENTURES, LTD. AND
JOHN D. STEPHENS**

of the State of Georgia, County of Gwinnett, ("Grantor") and

GWINNETT COUNTY, GEORGIA

a political subdivision of the State of Georgia, County of Gwinnett ("Grantee") (the terms Grantor and Grantee to include their respective heirs, successors, executors, administrators, legal representatives and assigns where the context requires or permits.)

FILED AND RECORDED
CLERK SUPERIOR COURT
GWINNETT COUNTY GA
2008 AUG 18 PM 3:26
TOM LAWLER, CLERK

WITNESSETH

Grantor, in consideration of the sum of TEN AND 00/100 DOLLARS (\$10.00) and other good and valuable consideration, in the receipt and sufficiency whereof are hereby acknowledged, has granted, bargained, sold, aliened, conveyed and confirmed, and does hereby grant, bargain, sell, alien, convey and confirm unto Grantee all those tracts or parcels of land, to wit:

ALL THOSE TRACTS or parcels of land lying and being in Land Lot 210 of the 5th District, Gwinnett County, Georgia, designated as Tract 1, containing 0.61 acre and Tract 2, containing 13.84 acres, according to a plat of survey for Gwinnett County, prepared by Travis Pruitt & Associates, Inc., certified by Jon G. Adams, Georgia Registered Land Surveyor No. 2768, dated June 11, 2008, revised July 16, 2008, recorded in Plat Book 124, page 172, Gwinnett County Records. Said tracts being more particularly described in Exhibit "A" attached hereto and incorporated herein by reference.

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BK49032PG0407

This is the same property conveyed by Limited Warranty Deed from The Brand Banking Company to Madison Ventures, Ltd. and John D. Stephens, dated May 3, 2000, recorded in Deed Book 20516, page 203, Gwinnett County Records.

TO HAVE AND TO HOLD the above-described tracts or parcels of land, together with all and singular the rights, members and appurtenances thereof, to the same being, belonging, or in anywise appertaining, to the only proper use, benefit and behoof of Grantee forever in FEE SIMPLE; subject to all easements, encumbrances and restrictions of record.

AND GRANTOR WILL WARRANT and forever defend the right and title to the above-described tracts or parcels of land, unto Grantee against the lawful claims of Grantor and all others claiming by, through or under Grantor, but not otherwise and except for claims arising under or by virtue of any permitted exceptions.

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

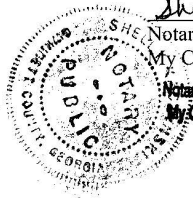
MADISON VENTURES, LTD.

BY: *[Signature]* (SEAL)
Title:

Signed, sealed and delivered
in the presence of:

Lori Schoenfeld
Unofficial Witness

Shy Kay
Notary Public, State of Georgia
My Commission Expires:



Notary Public, Gwinnett County, Georgia
My Commission Expires March 6 2011

(SIGNATURE TO FOLLOW)

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00408

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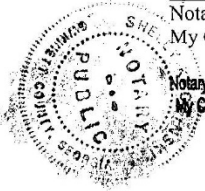
JOHN D. STEPHENS

BY: Christopher Hayes (SEAL)
CHRISTOPHER HAYES as
Attorney-in-fact for John D. Stephens,
Limited Power of Attorney dated
July 22, 2008, recorded in Deed
Book 49032, page 404,
Gwinnett County, Georgia Records

Signed, sealed and delivered
in the presence of:

Lori Schaefer
Unofficial Witness

John Kay
Notary Public, State of Georgia
My Commission Expires:



Notary Public, Gwinnett County, Georgia
My Commission Expires March 6 2011

49032
00409EXHIBIT "A"

BK 49032 PG 0409

**DESCRIPTION OF
Cedars Road (Tract 1)**

All that tract or parcel of land lying and being in Land Lot 210 of the 5th District, Gwinnett County, Georgia and being more particularly described as follows:

COMMENCING at a point at the intersection of the southwesterly right of way of Cedars Road (80' right of way) and the northwesterly right of way of U.S. Highway 29 (60' right of way); **THENCE** in a southwesterly direction a distance of 440.25 feet to a point on the right of way of U.S. Highway 29; **THENCE** North 31 degrees 8 minutes 47 seconds West a distance of 1,603.02 feet to a point, **THENCE** North 31 degrees 8 seconds 47 minutes West a distance of 363.48 feet to a point being the **TRUE POINT OF BEGINNING**; from the **TRUE POINT OF BEGINNING**, **THENCE** North 31 degrees 08 minutes 47 seconds West a distance of 80.00 feet to a point; **THENCE** North 55 degrees 35 minutes 25 seconds East a distance of 330.30 feet to a point on the southwesterly right of way of Cedars Road (80' right of way); **THENCE** following said right of way South 35 degrees 17 minutes 00 seconds East a distance of 80.00 feet to a point; **THENCE** leaving said right of way South 55 degrees 36 minutes 39 seconds West a distance of 336.07 feet to a point; said point being the **TRUE POINT OF BEGINNING**.

Said tract contains 26,632 square feet or 0.61 acre.

49032
00410

BK 49032 PG 0410

**DESCRIPTION OF
Cedars Road (Tract 2)**

All that tract or parcel of land lying and being in Land Lot 210 of the 5th District, Gwinnett County, Georgia and being more particularly described as follows:

COMMENCING at a point at the intersection of the southwesterly right of way of Cedars Road (80' right of way) and the northwesterly right of way of U.S. Highway 29 (60' right of way); **THENCE** in a southwesterly direction a distance of 440.25 feet to a point on the right of way of U.S. Highway 29; **THENCE** North 31 degrees 8 minutes 47 seconds West a distance of 1,603.02 feet to a point being the **TRUE POINT OF BEGINNING**; from the **TRUE POINT OF BEGINNING**, **THENCE** South 58 degrees 51 minutes 13 seconds West a distance of 409.23 feet to a point; **THENCE** North 73 degrees 11 minutes 53 seconds West a distance of 468.03 feet to a point; **THENCE** North 31 degrees 08 minutes 47 seconds West a distance of 540.45 feet to a point on the southeasterly right of way of the Seaboard Coastline Railroad (100' right of way); **THENCE** following said right of way North 55 degrees 27 minutes 00 seconds East a distance of 723.99 feet to a point; **THENCE** leaving said right of way South 31 degrees 08 minutes 47 seconds East a distance of 930.96 feet to a point; said point being the **TRUE POINT OF BEGINNING**.

Said tract contains 602,812 square feet or 13.84 acres.

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

BL071-24

Buyer Initials: AH

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

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

*****ATTENTION*****

FAILURE TO RETURN THE FOLLOWING DOCUMENTS MAY RESULT IN SUBMITTAL BEING DEEMED NON-RESPONSIVE AND AUTOMATIC REJECTION. THE COUNTY SHALL BE THE SOLE DETERMINANT OF TECHNICALITY VS. NON-RESPONSIVE SUBMITTAL:

1. FAILURE TO USE COUNTY FEE SCHEDULE.
2. FAILURE TO RETURN OR ACKNOWLEDGE APPLICABLE COMPLIANCE/SPECIFICATION SHEETS.
3. FAILURE TO RETURN OR ACKNOWLEDGE APPLICABLE ADDENDA.
4. FAILURE TO PROVIDE INFORMATION ON ALTERNATES OR EQUIVALENTS.
5. FAILURE TO PROVIDE BID BOND, WHEN REQUIRED, WILL RESULT IN SUBMITTAL BEING DEEMED NON-RESPONSIVE AND AUTOMATIC REJECTION. BID BONDS ARE NOT REQUIRED ON ALL SOLICITATIONS. BOND REQUIREMENTS ARE CLEARLY STATED ON THE INVITATION PAGE. IF CLARIFICATION IS NEEDED, CONTACT THE PURCHASING ASSOCIATE LISTED IN THE INVITATION. **IF BONDS ARE REQUIRED, FORMS WILL BE PROVIDED IN THIS SOLICITATION DOCUMENT.**
6. FAILURE TO PROVIDE CONTRACTOR AFFIDAVIT AND AGREEMENT, WHEN REQUIRED, MAY RESULT IN SUBMITTAL BEING DEEMED NON-RESPONSIVE AND REJECTED. THE CONTRACTOR AFFIDAVIT AND AGREEMENT IS NOT REQUIRED ON ALL SOLICITATIONS. IF CLARIFICATION IS NEEDED, CONTACT THE PURCHASING ASSOCIATE LISTED IN THE INVITATION.
7. FAILURE TO PROVIDE AN ETHICS AFFIDAVIT WHEN REQUIRED, MAY RESULT IN SUBMITTAL BEING DEEMED NON-RESPONSIVE AND REJECTED. THE ETHICS AFFIDAVIT IS REQUIRED ON ALL FORMAL SOLICITATIONS OVER \$100,000.00. IF CLARIFICATION IS NEEDED, CONTACT THE PURCHASING ASSOCIATE LISTED IN THE INVITATION.

I. PREPARATION OF SUBMITTAL

- A. Each vendor shall examine the drawings, specifications, schedule, and all instructions. Failure to do so will be at the vendor's risk, as the vendor will be held accountable for their submittal.
- B. Each vendor shall furnish all information required by the solicitation form or document. Each vendor shall sign the submittal and print or type his or her name on the fee schedule. The person signing the submittal should initial erasures or other changes. An authorized agent of the vendor must sign the submittal.
- C. Fee schedule pricing should have only two decimal places unless otherwise stated. In the event of a calculation error in total price, the unit pricing prevails.
- D. Except for solicitations for the sale of real property, 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 other than the Purchasing Associate named in the solicitation between the date of the issuance of the solicitation and the date of the final award. The Purchasing Director will review violations. 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. Solicitations for the sale of real property may allow for verbal or written communications with the appropriate Gwinnett County representative.
- E. Sample contracts (if pertinent) are attached. These do NOT have to be filled out with the submittal but are contained for informational purposes only. If awarded, the successful vendor(s) will be required to execute these documents prior to County execution.
- F. Effective July 1, 2013 and in accordance with the Georgia Illegal Immigration Reform Enhancements for 2013, an original signed, notarized and fully completed Contractor Affidavit and Agreement should be included with vendor's submittal, if the solicitation is for the physical performance of services for all labor or service contract(s) that exceed \$2,499.99 (except for services performed by an individual who is licensed pursuant to Title 26, Title 43, or the State Bar of Georgia). Failure to provide the Contractor Affidavit and Agreement with your submittal may result in being deemed non-responsive and automatic rejection.

II. DELIVERY

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

III. EXPLANATION TO VENDORS

Any explanation desired by a vendor regarding the meaning or interpretation of the solicitation, drawings, specifications, etc. must be requested by the question cutoff deadline stated in the solicitation for a reply to reach all vendors before the deadline of the solicitation. Any information given to a prospective vendor concerning a solicitation will be furnished to all prospective vendors as an addendum to the solicitation if such information is necessary or if the lack of such information would be prejudicial to uninformed vendors. The written solicitation documents supersede any verbal or written communications between the parties. Receipt of addenda should be acknowledged in the submittal. **It is the vendor's responsibility to ensure they have all applicable addenda prior to their submittal.** This may be accomplished by contacting the assigned Purchasing Associate prior to the submittal or visiting the Gwinnett County website.

IV. SUBMISSION OF FORMAL OFFERS/SUBMITTALS

- A. Formal bid and proposal submittals shall be enclosed in a sealed package or envelope, addressed to the Gwinnett County Purchasing Division with the name of the vendor, the date and hour of opening and the solicitation number on the face of the package or envelope. Facsimile or emailed submittals will not be considered. Any addenda should be enclosed in the sealed envelopes as well.
- B. ADD/DEDUCT: Add or deduct amounts indicated on the outside of the envelope are allowed and will be applied to the lump sum amount. Amount shall be clearly stated and should be initialed by an authorized representative.
- C. 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 vendor's request and expense, if items are not destroyed by testing.
- D. Items offered must meet required specifications and must be of a quality that will adequately serve the use and purpose for which intended.
- E. Full identification of each item submitted, including brand name, model, catalog number, etc. must be furnished to identify exactly what the vendor is offering. Manufacturer's literature may be furnished but vendor should not submit excessive marketing material.
- F. The vendor must certify that items to be furnished are new and that the quality has not deteriorated to impair its usefulness.
- G. Unsigned submittals will not be considered except in cases where it is enclosed with other documents that have been signed. The County will determine acceptability in these cases.
- H. Gwinnett County is exempt from federal excise tax and Georgia sales tax regarding goods and services purchased directly by Gwinnett County. Vendors are responsible for federal excise tax and sales tax, including taxes for materials incorporated in county construction projects. Vendors should contact the State of Georgia Sales Tax Division for additional information. Agreements were there is a cost-plus mark-up, mark-up will not be paid on taxes.
- I. Information submitted by a vendor in the solicitation process shall be subject to disclosure after the public opening in accordance with the Georgia Open Records Act.

V. WITHDRAWAL DUE TO ERRORS

Vendors must give Gwinnett County Purchasing Division written notice within two (2) business days of completion of the opening stating that they wish to withdraw their submittal without penalty for an obvious clerical or calculation error. Submittal may be withdrawn from consideration if the price was substantially lower than the other submittals due solely to a mistake therein, provided pricing was submitted in good faith, and the mistake was a clerical mistake as opposed to a judgment mistake and was 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 submittal. The unintentional arithmetic error or omission can be clearly proven through inspection of the original work papers, documents, and materials used in preparing the submittal sought to be withdrawn. The vendor's original work papers shall be the sole acceptable evidence of error and mistake if a vendor elects to withdraw their submittal. If a quote or bid submittal is withdrawn under the authority of this provision, the lowest remaining responsive offer shall be deemed to be low bid.

No vendor who is permitted to withdraw their submittal 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 or proposal was submitted.

Vendors who fail to request withdrawal by the required forty-eight (48) hours may automatically forfeit bid bond if a bond was required. Bid may not be withdrawn otherwise.

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 that fails to meet the specifications, shall be borne by the vendor.

VII. F.O.B. POINT

Unless otherwise stated in the request for invitation and any resulting contract, or unless qualified by the vendor, items shall be shipped F.O.B. Destination, Freight Prepaid and Allowed. 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 vendor 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 vendor is not the patentee, assignee, or licensee.

IX. BID BONDS AND PAYMENT AND PERFORMANCE BONDS (IF REQUIRED, FORMS WILL BE PROVIDED IN THIS DOCUMENT)

A five percent (5%) bid bond, a one hundred percent (100%) performance bond, and a one hundred percent (100%) payment bond must be furnished to Gwinnett County for any solicitation as required in the solicitation package or document. **Failure to submit a bid bond with the proper rating will result in submittal being deemed non-responsive.** 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. **The bid bond, payment bond, and performance bond must have the proper A.M. Best rating as stated in the solicitation document.**

X. DISCOUNTS

- A. Time payment discounts may be considered in arriving at net prices and in award of solicitations. 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 either the highest scoring firm (for proposals) or the lowest responsive and responsible vendor (for quotes/bids). 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 vendor to perform, and the vendor 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 submittal if the evidence submitted by, or investigation of such vendor fails to satisfy the County that such vendor is properly qualified to carry out the obligations of the contract.
- B. The County reserves the right to reject or accept any or all offers and to waive technicalities, informalities and minor irregularities in the submittals received.
- C. The County reserves the right to make an award as deemed in its best interest, which may include awarding to a single vendor or multiple vendors; or to award the whole solicitation agreement, only part of the agreement, or none of the agreement, based on its sole discretion of its best interest.
- D. In the event of proposal scores rounded to the nearest whole number result in a tie score, the award will be based on lowest cost.
- E. If proposal negotiations with the highest ranked firm are unsuccessful, the County may then negotiate with the second ranked firm and so on until a satisfactory agreement has been reached.

XII. DELIVERY FAILURES

Failure of a vendor 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 vendor shall reimburse the County within a reasonable time specified by the Purchasing Director for any expense incurred in excess of the contract prices, or the County shall have the right to deduct such amount from monies owed the defaulting vendor. Alternatively, the County may penalize the vendor 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/services 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 solicitation package.

XIV. REJECTION OF SUBMITTALS

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

XV. CONTRACT

Each submittal is received with the understanding that the acceptance in writing by the County of the offer to furnish any or all the commodities or services described therein shall constitute a contract between the vendor and the County which shall bind the vendor on his part to furnish and deliver the articles quoted at the prices stated in accordance with the conditions of said accepted submittal. The

County, on its part, may order from such vendor, except for cause beyond reasonable control, and to pay for, at the agreed prices, all articles specified and delivered.

Upon receipt of a solicitation package containing a Gwinnett County "Sample Contract" as part of the requirements, it is understood that the vendor 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 vendor's submittal. If no exceptions are stated, it is assumed that the vendor fully agrees to the provisions contained in the "Sample Contract" in its entirety.

Any Consultant as defined in O.C.G.A. §36-80-28 that is engaged to develop or draft specifications/requirements or serve in a consultative role during the procurement process for any County procurement method, by entering into such an arrangement or executing a contract, the consultant agrees to abide by the current state law and: 1) Avoid any appearance of impropriety and shall follow all policies and procedures of the County, 2) Disclose to the County any material transaction or relationship pursuant to §36-80-28, that is considered a conflict of interest, any involvement in litigation or other dispute, relationship, or financial interest not disclosed in the ethics affidavit, and 3) Acknowledge that any violation or threatened violation of the agreement may cause irreparable injury to the County, entitling the County to seek injunctive relief in addition to all other legal remedies.

When the vendor has performed in accordance with the provisions of this agreement, Gwinnett County shall pay to the vendor, within thirty (30) days of receipt of any department approved payment request and based upon work completed or service provided pursuant to the contract, the sum so requested, less the retainage stated in this agreement, if any. If Gwinnett County fails to pay the vendor within sixty (60) days of receipt of a pay request based upon work completed or service provided pursuant to the contract, the County shall pay the vendor 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 vendor's acceptance of progress payments or final payment shall release all claims for interest on said payment.

The parties agree that this Contract shall be governed and construed in accordance with the laws of the State of Georgia.

XVI. NON-COLLUSION

Vendor declares that the submittal is not made in connection with any other vendor's submittal for the same commodity or commodities, and that the submittal is bona fide and is in all respects fair and without collusion or fraud. An affidavit of non-collusion shall be executed by each vendor. Collusion and fraud in submittal 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 vendor upon non-performance or violation of contract terms. An award may be made to the next low responsive and responsible vendor, or the next highest scoring responsive and responsible proposer, or articles specified may be purchased on the open market similar to those so terminated. In either event, the defaulting vendor (or their surety) shall be liable to the County for costs to the County in excess of the defaulted contract prices; provided, however, that the vendor shall continue the performance of this contract to the extent not terminated under the provisions of this clause. Failure of the vendor to deliver materials or services within the time stipulated on their offer, 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 vendor of the vendor'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 upon 30 days written notice to the vendor. In the event of the County's termination of this agreement for convenience, the vendor 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 vendor, which shall itemize each element of performance.

XX. SUBSTITUTIONS

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

XXI. INELIGIBLE VENDORS

The County may choose not to accept the offer by an individual, firm, or business who is in default on the payment of taxes, licenses, or other monies owed to the County. Additionally, vendors or persons placed on an Ineligible Source List for reasons listed in Part 6, Section II of the Gwinnett County Purchasing Ordinance shall not be eligible to provide any commodities or services to the County during the period such person remains on the Ineligible Source List.

XXII. PENDING LITIGATION

An individual, firm, or business that has litigation pending against the County, or anyone representing a firm or business in litigation against the County, not arising out of the procurement process, will be disqualified.

XXIII. OCCUPATION TAX CERTIFICATE

Each successful vendor must have a valid Gwinnett County occupation tax certificate if the vendor maintains an office within the unincorporated area of Gwinnett County. Incorporated, out of County, and out of State vendors are required to have any and all certificates necessary to do business in any town, County or municipality in the State of Georgia, or as otherwise required by County ordinance or resolution. Vendors may be required to provide evidence of valid certificates. Out of State vendors are required to have a certificate in the Georgia jurisdiction where they receive the most revenue.

XXIV. PURCHASING POLICY AND REVIEW COMMITTEE

The Purchasing Policy & 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 vendors on the Ineligible Source List for reasons listed in Part 6, Section II of the Gwinnett County Purchasing Ordinance, for a period not to exceed three (3) years.

XXV. AMERICANS WITH DISABILITIES ACT

All vendors 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 without 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 the ADA Coordinator, 75 Langley Drive, Lawrenceville, Georgia 30046, 770-822-8165.

XXVI. ALTERATIONS OF SOLICITATION AND ASSOCIATED DOCUMENTS

Alterations of County documents are strictly prohibited and will result in automatic disqualification of the vendor'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 vendors of their use tax liability on public works projects. Under Georgia law, private vendors 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 (for example, the installation of sheetrock), it becomes taxable to the private vendor. See O.C.G.A. §48-8-3(2) and O.C.G.A. §48-8-63.

XXVIII. STATE AND FEDERAL LAW REGARDING WORKER VERIFICATION

Effective July 1, 2013 State Law requires that all who enter into a contract for the physical performance of services for all labor or service contract(s) that exceed \$2,499.99 (except for services performed by an individual who is licensed pursuant to Title 26, Title 43, or the State Bar of Georgia) and that all who enter into a contract for public works as defined by O.C.G.A. §36-91-2(12) for the County, must satisfy the Illegal Immigration Reform Enhancements for 2013 in conjunction with the Federal Immigration Reform and Control Act (IRCA) of 1986, in all manner, and such are conditions of the contract.

The Purchasing Division Director with the assistance of the Internal Audit Division shall be authorized to conduct random audits of a vendor's or subcontractors' compliance with the Illegal Immigration Reform Enhancements for 2013 and the rules and regulations of the Georgia Department of Labor. The vendor and subcontractors shall retain all documents and records of its compliance for a period of five (5) years following completion of the contract or shall abide by the current time requirements at the time of the contract. This requirement shall apply to all contracts for all public works, labor or service contracts that exceed \$2,499.99 except for services performed by an individual who is licensed pursuant to Title 26, Title 43, or the State Bar of Georgia.

Whenever it appears that a vendor's or subcontractor's records are not sufficient to verify the work eligibility of any individual in the employment of such vendor or subcontractor, the Purchasing Director shall report same to the Department of Homeland Security and may result in termination of the contract if it is determined at any time during the work that the vendor or subcontractor is no longer in compliance with worker verification.

By submitting an offer to the County, vendor agrees that, in the event the vendor employs or contracts with any subcontractor(s) in connection with the covered contract, the vendor 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 follow the Illegal Immigration Reform Enhancements for 2013 in conjunction with all federal requirements. Original signed, notarized Subcontractor Affidavits and Agreements must be maintained by the vendor awarded the contract.

A vendor's or subcontractor's failure to participate in the federal work authorization program as defined above shall be subject to termination of the contract. A vendor's failure to follow Gwinnett County's

instruction to terminate a subcontractor that is not participating in the federal work authorization program may be subject to termination of the contract.

XXIX. 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.

XXX. 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. §43-41-17).

XXXI. PRODUCTS MANUFACTURED IN GEORGIA

When contracting for or purchasing supplies, materials, equipment, or agricultural products that exceeds \$100,000.00, excluding beverages for immediate consumption, Gwinnett County shall give preference as far as may be reasonable and practicable to such supplies, materials, equipment, and agricultural products as may be manufactured or produced in this state. Such preference shall not sacrifice quality. Gwinnett County Board of Commissioners shall consider, among other factors, information submitted by the vendor which may include the vendor's estimate of the multiplier effect on gross state domestic product and the effect on public revenues of the state and the effect on public revenues of political subdivisions resulting from acceptance of an offer to sell Georgia manufactured or produced goods as opposed to out-of-state manufactured or produced goods. Any such estimates shall be in writing. (O.C.G.A. §36-84-1).

XXXII. INDEMNIFICATION

To the fullest extent permitted by law, the vendor shall, at his sole cost and expense, indemnify, defend, satisfy all judgments, and hold harmless the County, its commissioners, officers, agents, and employees from and against all claims, damages, actions, judgments, costs, penalties, liabilities, losses and expenses, including, but not limited to, attorney's fees arising out of or resulting from the performance of the work, provided that any such claim, damage, action, judgment, cost, penalty, liability, loss or expense (1) is attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property (other than the work itself) including the loss of use resulting therefrom, and (2) is caused in whole or in part by the negligent acts, errors by any act or omission of the vendor, any subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, regardless whether such claim is caused in part by a party indemnified hereunder. Such obligation shall not be construed to negate, abridge, or otherwise reduce any of the rights or obligations of indemnity which would otherwise exist as to any party or person described in this agreement. In any and all claims against the County, its commissioners, officers, agents, and employees by any employee of the vendor, any subcontractor, anyone directly or indirectly employed by any of them, or anyone for whose acts any of them may be liable, the indemnification obligation contained herein shall not be limited in any way by any limitation on the amount or type of damages, compensation, or benefits payable by or for the vendor or any subcontractor under Worker's Compensation Acts, disability benefit acts, or other employee benefit acts.

Vendor shall also indemnify, hold harmless, insure, and defend the County for damages, losses, or expenses to the extent caused by or resulting from the negligence, recklessness, or intentionally wrongful conduct of the vendor or other persons employed or utilized by the vendor in the performance of a contract that utilizes survey services.

XXXIII. CODE OF ETHICS

Vendors shall disclose under oath the name of all elected officials whom it employs or who have a direct or indirect pecuniary interest in the business entity, its affiliates, or its subcontractors. (This shall not apply to informal purchases as defined by the Purchasing Ordinance.) The vendor shall execute a

Code of Ethics affidavit. Failure to submit the affidavit during the procurement process shall render the offer non-responsive.

Any business entity holding a contract with Gwinnett County that after execution of the contract or issuance of the purchase order employs, subcontracts with, or transfers a direct or indirect pecuniary interest in the business entity to an elected official shall within five (5) days disclose such fact in writing under oath to the Clerk of the Board of Commissioners. Failure to comply, or vendors submitting false information or omitting material information shall be referred to the Purchasing Policy & Review Committee for action pursuant to the Purchasing Ordinance or to the District Attorney for possible criminal prosecution. Note: See Gwinnett County Code of Ethics Ordinance E02011, Sec. 54-33. The ordinance is available to view in its entirety at www.gwinnettcountry.com.

XXXIV. ELECTRONIC PAYMENT

Vendors accepting procurements should select one of Gwinnett County's electronic payment options.

- A. A vendor may select ePayables payment process which allows acceptance of Gwinnett County's virtual credit card as payment for outstanding invoices. The authorized vendor representative must send an email to: vendorelectronicpayment@gwinnettcountry.com and indicate the desire to enroll in Gwinnett County's virtual credit card payment process.
- B. A vendor may select Direct Deposit payment process and the payment will be deposited directly into an account at their designated financial institution. To securely enroll in Direct Deposit, either access your online [Vendor Login and Registration](#) on the County's web site and update the requested information on the Direct Deposit tab or mail a [Direct Deposit Authorization Agreement](#) form.

The County will send a Payment Advice notification via email for both payment types. For more information about Electronic Payments, please visit the Gwinnett County Treasury Division page or click here -> [Gwinnett County Electronic Payments](#).

DIRECTIONS TO GJAC BUILDING FROM I-85

Take I-85 to Georgia Highway 316 (Lawrenceville/Athens exit). Exit Highway 120 (Lawrenceville/Duluth exit) and turn right. At seventh traffic light, turn right onto Langley Drive. Cross Highway 29 through the traffic light and proceed through the roundabout. Visitors can either proceed to the front parking area on the left or to the parking deck behind the building. Click [here](#) for additional information about parking. The Purchasing Division is located on the second floor, West Wing.