

**A RESOLUTION PROVIDING FOR THE INSTALLATION OF STREET LIGHTS AT BOXWOOD PLACE AND THE ASSESSMENT OF THE ANNUAL COST OF MAINTAINING AND OPERATING SAID LIGHTS AGAINST ABUTTING PROPERTY.**

**WHEREAS,** Article IX, Section II, Paragraph 6, of the Constitution of the State of Georgia of 1976, as amended in 1983 (Ga. Laws 1983, Vol. 2, Page 724) and Chapter 23 (Streets and Sidewalks) of the City Code of Ordinances authorizes and empowers the City Council of the City of Dunwoody, Georgia to establish districts for the purpose of building, erecting, establishing, maintaining, and operating street lights for the illumination of the public streets, roads, and sidewalks in the City of Dunwoody, and to levy a special assessment or tax against all property served by these functions; and

**WHEREAS,** the owners of fifty-one (51) percent or more of the property affected by the hereinafter described improvements have petitioned the City of Dunwoody, Georgia, for the installation of street lights.

**NOW, THEREFORE, BE IT RESOLVED,** by the City Council, City of Dunwoody, Georgia, as the governing body of said City, that there be and there is hereby created and established within the area of the City of Dunwoody, Street Light District Number **209A**, for the purpose of building, erecting, establishing, maintaining, and operating street lights and lamps for the illumination of the public streets, roads, sidewalks, and ways therein, located in Land Lot **351** of the **18th** District of DeKalb County, Georgia, consisting of all or portions of the following street: **Boxwood Place** as more particularly shown and delineated on a plat and/or map entitled "Final Subdivision Plat for Boxwood" which plat and/or map is attached hereto and made a part of this resolution by reference; and

**BE IT FURTHER RESOLVED** the boundaries of said district as enumerated on said plat and/or map be the same and hereby established as shown and delineated on said plat and/or map as full and complete as if the full legal description of the courses, distances, and boundaries of said District were fully set forth herein.

**BE IT FURTHER RESOLVED** that the annual cost and charges for the maintenance and operation of said street lights shall not exceed **\$0.70** per foot per year and shall be a lien upon the abutting property annually from January 1st next and continuing each year until all annual charges have been paid; provided, however, that said annual charges may be increased by the City Council to reflect increases in operating and maintenance costs.

**IT IS ORDERED** that a copy of this resolution be transmitted to the Tax Commissioner of DeKalb County, Georgia for the collection of any and all taxes and/or special assessments and/or service charges which may be imposed against any and all businesses, residents, and property served by said facilities.

**SO RESOLVED** by the City Council of City of Dunwoody, Georgia this \_\_\_\_ day of \_\_\_\_\_, 2009.

**Approved:**

Ken Wright, Mayor

**Attest:**

Sharon Lowery, City Clerk

Seal

## Outdoor Lighting Service -- NESC® \* Standard

Ref# 4078507

DWE#

Lead #



Ref#

DWE#

Customer's Name ("Customer"): City of Dunwoody

Tel #: (678) 382-6852

Service Address ("Premises"): 4978 Chamblee Dunwoody Road

(Street Number and Name, City, State)

Dunwoody, Georgia

Zip Code: 30338

Mailing Address (If different): P.O. Box 888074

(Street Number and Name, City, State)

Dunwoody, Georgia

Zip Code: 30356

SS# / Tax ID: ✓

Acct#

County: DEKALB

Region: METRO NORTH

Type Customer: ☐ Commercial ☐ Industrial ☒ Residential ☒ New Account ☐ Customer Choice

Action	Light Size (wattage) Description	No. Lamps	OH UO	Rate	Type Lamp	Lamp Style	Equipment Amount	Regulated** Energy Amount	Total Charge
I	150w HPS Post Top	4	UG	US40	1R	PT	\$31.28	\$22.68	\$53.96
Total							\$31.28	\$22.68	\$53.96

Action: I=Install; RM=Remove; D=Disconnect; RC=Reconnect

Type of Business: Boxwood S/D

Remarks:

4 - 150watt High Pressure Sodium Generation ACN Post Top Fixtures

4 - 14' Mounting Height Washington Shakespeare Fiberglass Poles

Initial Term of Agreement: 1 Months

Prepaid Lease Amount: \$ 14,220.00

☐ Bill☒ Collected

Current Estimated Monthly Charge for Outdoor Lighting Services: \$53.96

\*\*The Regulated Energy Charge is subject to change at any time as dictated by the Georgia Public Service Commission.

Customer agrees to lease from Georgia Power Company ("GPC") the outdoor lighting equipment identified as Action "I" and/or "RC" above (the "Equipment") in accordance with the terms and conditions on the back of this Agreement.

## Authorized Signatures of the "Parties":

Customer

Signature

Date

Name Printed

Title

Georgia Power

Signature

Gene Edwards

Feb. 2, 2009

Date

Name Printed

Account executive

Title

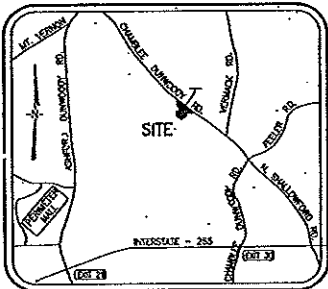
\* NESC is a federally registered trademark of IEEE  
WHITE - Billing

CANARY -- ODL Sales Person

PINK - Customer

1. **Outdoor Lighting Lease.** GPC agrees to lease the Equipment to Customer, install the Equipment for Customer's use at the Premises identified on the front of this Agreement, and sell to Customer the energy ("Electric Service") necessary for Equipment operation. Charges for the Electric Service shall be as set from time to time by the regulations and rate schedules of the Georgia Public Service Commission (incorporated by this reference). Customer acknowledges that the Equipment shall be, and shall remain, the exclusive personal property of GPC (notwithstanding that the Equipment is attached to real property) and that GPC has the option to remove the Equipment from the Premises at the termination of this Agreement.
2. **Maintenance.** GPC shall maintain the Equipment and shall bear the cost of routine repair or replacement of lamps, photocells, and similar components. Customer, however, shall be responsible for GPC's cost of repairing or replacing any Equipment damaged by Customer or any third party. Customer shall notify GPC promptly of any damage to the Equipment or lighting outage.
3. **Payment.** Customer agrees to pay the Monthly Charge for Outdoor Lighting Services as billed, which shall be due and payable within 20 days of billing. In the event of a partial payment, GPC shall first allocate the amount paid toward satisfaction of Electric Service charges.
4. **Term.** The initial term of this Agreement shall be 2 years (or any longer "Initial Term of Agreement" indicated on the front), calculated from the date of the first monthly bill ("Initial Term"). Thereafter, this Agreement shall automatically renew with the same terms and conditions for successive one-month terms ("Renewal Term"), unless either Party gives the other Party at least 30 days' prior written notice of its desire to terminate this Agreement at the end of the Initial Term or the then-current Renewal Term.
5. **Access and Warranty of Authority.** During this Agreement's term, and for a reasonable time thereafter, Customer grants the right of access and a license to GPC, its parent, affiliates and authorized contractors and their personnel (the "GPC Parties"), along with all necessary vehicles, machinery, tools and equipment, to enter Customer's Premises to install, inspect, maintain, replace, repair, or remove the Equipment. The person signing this Agreement on behalf of Customer represents and warrants to GPC that he/she has the power and authority to do so, and has all rights and authority necessary to assure the GPC Parties' access to the Premises.
6. **Installation.** With respect to the underground installation of the Equipment (whether underground electric distribution facilities or poles) ("Facilities") on the Premises, Customer warrants that:
  - (a) The area designated for Facilities installation is clear of all obstructions (with the exception of rock); all property lines are clearly and accurately marked; and the final grade shall vary no more than six inches from the grade which existed at the time the Facilities were installed. Customer assumes the risk of the presence of rock or any hazardous condition (whether known or unknown, foreseen or unforeseen) and shall bear the cost of rock or hazardous condition removal to allow installation of the Facilities. If rock/hazardous condition removal delays installation, the reasonable delay costs shall be borne by Customer. If GPC is unable to install the Facilities in the desired timeframe due to rock or hazardous conditions, Customer shall take no action of any kind, legal or otherwise, against GPC. Customer shall bear all costs of altering the Facilities or Equipment for changes requested by Customer or dictated by circumstances and conditions outside GPC's control.
  - (b) If Customer chooses to perform, either directly or through another, any part of the Facilities installation (including, without limitation, trenching), Customer warrants that its work shall meet GPC's installation specifications (which shall be provided to Customer and are incorporated by this reference). Customer shall bear any and all reasonable additional costs necessitated by Customer's non-compliance with GPC's specifications, or arising from lack of timely (i.e., 10 days') notice to GPC that GPC's portion of the Facilities installation can commence.
  - (c) It is agreed between the Parties that any damage to private utilities (including but not limited to private gas lines, water lines, and sewer lines) on the Premises not properly disclosed, identified and marked by Customer shall not constitute negligence on the part of GPC; any loss or damage therefrom shall be the sole responsibility of Customer.
7. **Facilities Protection.** Throughout the term of this Agreement, Customer shall inform its personnel, contractors and any other person(s) performing construction services at the Premises ("Third Parties") of the presence of the Facilities. Customer shall require that all Third Parties (or anyone digging in the Facilities' area) shall be responsible for providing notices and locate requests to the Utilities Protection Center and for coordinating all activities with the Utilities Protection Center and with all utility facility owners or operators as may be required under the Georgia Utility Facility Protection Act (O.C.G.A. § 26-9-1 et seq.) or the High-voltage Safety Act (O.C.G.A. § 46-3-30 et seq.), and any amendments to these Acts. As between Customer and GPC, Customer shall bear any and all costs (including repair costs) associated with failure to satisfy the requirements of these laws and for damages to the Facilities or Equipment caused by anyone other than the GPC Parties. IF THE FACILITIES ARE DAMAGED, CUSTOMER SHALL NOTIFY GPC AS SOON AS POSSIBLE BY CALLING (888) 660-5880 to report the location and type of damage.
8. **SAFETY; NO WARRANTY.** CUSTOMER ACKNOWLEDGES SOLE RESPONSIBILITY FOR THE SAFETY OF CUSTOMER'S PREMISES AND ACKNOWLEDGES THAT GPC'S PERFORMANCE UNDER THIS AGREEMENT DOES NOT CONSTITUTE, AND SHALL NOT BE CONSTRUED AS AN ASSUMPTION OF, ANY OBLIGATION OR DUTY TO ENSURE THE PREMISES' SAFETY. GPC MAKES NO COVENANT, WARRANTY OR REPRESENTATION OF ANY KIND WHATSOEVER (INCLUDING, WITHOUT LIMITATION, WARRANTIES OF FITNESS FOR A PARTICULAR PURPOSE OR MERCHANTABILITY) REGARDING THE EQUIPMENT, FACILITIES, OR ANY SERVICES UNDER THIS AGREEMENT.
9. **TAX STATUS.** CUSTOMER ACKNOWLEDGES THAT GPC HAS MADE, AND MAKES, NO REPRESENTATION OR WARRANTY OF ANY KIND REGARDING THE INTERNAL REVENUE SERVICE'S TREATMENT OF THIS TRANSACTION OR THE STATUS OF THIS AGREEMENT UNDER ANY FEDERAL OR STATE TAX LAW. IN ENTERING INTO THIS AGREEMENT, AND WITH RESPECT TO ALL MATTERS PERTAINING TO THIS AGREEMENT, CUSTOMER RELIES SOLELY ON ITS OWN ADVISORS AND NOT ON GPC.
10. **Default.** Customer shall be in default of this Agreement if any amount owed (whether for Monthly Charge for Outdoor Lighting Services, or charges under Sections 2 or 6 above) has not been paid within 60 days of billing. GPC's waiver of one or more past defaults shall not be deemed a waiver of any other default. If Customer is in default, GPC may, at its discretion, immediately terminate this Agreement, collect all past due amounts and the Equipment portion of the Monthly Charge for Outdoor Lighting Services for the Agreement's remaining term, remove the Equipment from the Premises, and seek any and all other remedies available at law or in equity.
11. **Indemnity.** Customer assumes liability for, and agrees, to the fullest extent allowed by law, to indemnify, defend, and hold harmless the GPC Parties from, any and all liabilities, losses, damages, penalties, legal claims, judgments, and expenses (whether based upon tort, breach of contract or otherwise and including, without limitation, court costs and reasonable attorneys' fees) imposed on, or asserted against the GPC Parties (whether or not also indemnified against by any other person) in any way related to or arising out of this Agreement, the Equipment, or the services under this Agreement. If any liability asserted against Customer results from the sole negligence of the employees or agents of the GPC Parties, then Customer shall not be liable under this Section 11.
12. **Entire Agreement; Modification.** This Agreement shall be governed by Georgia law and is the complete and exclusive statement of the agreement between the Parties regarding the Equipment. Any and all oral or written representations, understandings, or agreements between the Parties with respect to the Equipment are merged into and superseded by this Agreement. Any alleged prior dealings, usage of trade, course of dealing or course of performance shall not be used to explain or supplement the express terms of this Agreement. This Agreement shall not be amended or modified, and no waiver of any provision in this Agreement shall be effective, unless set forth in a written document executed by authorized representatives of both Parties.

VICINITY MAP  
SCALE: NTS

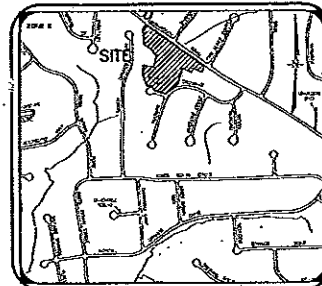


# FINAL SUBDIVISION PLAT FOR

# BOXWOOD

ZONED - R100  
LAND LOT 351  
18TH DISTRICT,  
DEKALB COUNTY, GEORGIA

FLOOD MAP  
SCALE: NTS



2008217275 PLAT BOOK 210 P. 96  
Filed and Recorded:  
12/15/2008 3:19:39 PM  
Linda Carter  
Clock of Superior Court  
DeKalb County, Georgia

NO PORTIONS OF THIS PROPERTY ARE LOCATED  
IN A FLOOD HAZARD AREA AS PER F.E.M.A. FLOOD  
INSURANCE RATE MAP OF DEKALB COUNTY, GEORGIA  
COMMUNITY PANEL NO. 13089 C0012 H, EFFECTIVE  
MAY 07, 2001.

**ENGINEER/SURVEYOR**  
**ROCHESTER & ASSOCIATES, INC.**  
200 ASHFORD CENTER NORTH  
SUITE 100  
ATLANTA, GEORGIA 30338  
ATLANTA: (404) 252-1334,  
GAINESVILLE: (770) 718-0600  
SURVEYOR: CECIL LAMAR SMITH, R.L.S.  
ENGINEER: THOMAS J. OLIVER, P.E.

**OWNER/DEVELOPER**  
**BILL GRANT PROPERTIES, INC.**  
1711 MT. VERNON ROAD  
ATLANTA, GEORGIA 30338  
770.394.7007

**BILL GRANT**  
properties



## FINAL PLAT APPROVAL

I CERTIFY THAT THE DEVELOPER HAS COMPLIED WITH THE POTABLE WATER REQUIREMENTS  
AND THE SANITARY SEWER REQUIREMENTS OF THE COUNTY.

THIS 20<sup>th</sup> DAY OF OCTOBER, 2008.

*[Signature]*  
DIRECTOR  
DEPARTMENT OF WATERSHED MANAGEMENT  
DEKALB COUNTY

I CERTIFY THAT THIS PLAT HAS BEEN APPROVED BY ALL AFFECTED DEPARTMENTS AND  
COMPLIES WITH ALL ZONING, ENVIRONMENTAL, AND SUBDIVISION REQUIREMENTS.

THIS 24<sup>th</sup> DAY OF October, 2008.

*[Signature]*  
DIRECTOR OF PUBLIC WORKS  
DEKALB COUNTY, GEORGIA

THIS IS TO CERTIFY THAT THIS FINAL PLAT COMPLIES WITH ALL COUNTY ZONING,  
ENVIRONMENTAL, AND SUBDIVISION ORDINANCES AND REGULATIONS AND ALL APPLICABLE  
STATE AND FEDERAL LAWS.

DATED THIS 24<sup>th</sup> DAY OF October, 2008.

*[Signature]*  
DIRECTOR, PLANNING DEPARTMENT  
DEKALB COUNTY, GEORGIA

THIS IS TO CERTIFY THAT THIS FINAL PLAT COMPLIES WITH ALL COUNTY ZONING,  
ENVIRONMENTAL, AND SUBDIVISION ORDINANCES AND REGULATIONS AND ALL APPLICABLE  
STATE AND FEDERAL LAWS.

DATED THIS 24<sup>th</sup> DAY OF October, 2008.

*[Signature]*  
DIRECTOR PLANNING DEPARTMENT  
DEKALB COUNTY, GEORGIA

THIS PLAT HAS BEEN SUBMITTED TO AND ACCEPTED BY THE CHIEF EXECUTIVE OFFICER  
OF DEKALB COUNTY, GEORGIA AND HAS BEEN APPROVED AS REQUIRED BY STATE LAW AND  
COUNTY CODES AS MEETING ALL CONDITIONS PRECEDENT TO RECORDING IN THE SUPERIOR  
COURT OF THIS CIRCUIT.

DATED THIS 24 DAY OF OCTOBER, 2008.

BY DIRECTOR: *[Signature]*  
VERNON JONES  
CHIEF EXECUTIVE OFFICER  
DEKALB COUNTY, GEORGIA

## SURVEYOR'S AND OWNER'S ACKNOWLEDGEMENT

### (1) SURVEYOR'S ACKNOWLEDGEMENT.

IN MY OPINION, THIS PLAT, DRAWN BY ME OR UNDER MY SUPERVISION, WAS MADE FROM AN ACTUAL  
SURVEY, AND IS A CORRECT REPRESENTATION OF THE LAND PLATTED AND HAS BEEN PREPARED  
IN CONFORMITY WITH THE MAXIMUM STANDARDS AND REQUIREMENTS OF LAW.

*[Signature]* 9/16/08  
CECIL LAMAR SMITH, R.L.S., GA #2533  
DATE

### (2) OWNER'S ACKNOWLEDGEMENT.

I, BILL GRANT PROPERTIES, INC., THE OWNER OF THE LAND SHOWN ON THIS PLAT AND WHOSE NAME IS  
SUBSCRIBED HERETO, ACKNOWLEDGES THAT THIS PLAT WAS MADE FROM AN ACTUAL SURVEY, AND FOR  
VALUE RECEIVED THE SUFFICIENCY OF WHICH IS HEREBY ACKNOWLEDGED, DO HEREBY CONVEY ALL  
STREETS AND RIGHTS-OF-WAY, WATER MAINS AND SEWER LINES SHOWN HEREON IN THE FEE SIMPLE TO  
DEKALB COUNTY, AND FURTHER DEDICATE TO THE USE OF THE PUBLIC FOREVER ALL ALLEYS, PARKS,  
WATERCOURSES, DRAINS, EASEMENTS AND PUBLIC PLACES HEREON SHOWN FOR THE PURPOSES AND  
CONSIDERATIONS HEREIN EXPRESSED. BY CONSIDERATION OF THE APPROVAL OF THIS DEVELOPMENT PLAN  
AND OTHER VALUABLE CONSIDERATIONS, THE OWNER FURTHER RELEASES AND HOLDS HARMLESS DEKALB  
COUNTY FROM ANY AND ALL CLAIMS, DAMAGES OR DEMANDS ARISING ON ACCOUNT OF THE DESIGN,  
CONSTRUCTION AND MAINTENANCE OF THE PROPERTY SHOWN HEREON, ON ACCOUNT OF THE ROADS, FILLS,  
EMBANKMENTS, DITCHES, CROSS-DRAINS, CULVERTS, WATER MAINS, SEWER LINES, AND BRIDGES WITHIN THE  
PROPOSED RIGHTS-OF-WAY AND EASEMENTS SHOWN, AND ON ACCOUNT OF BACKWATER, THE COLLECTION  
AND DISCHARGE OF SURFACE WATER, OR THE CHANGING OF COURSES OF STREAMS.

AND FURTHER THE OWNER WARRANTS THAT HE OWNS FEE SIMPLE TITLE TO THE PROPERTY SHOWN  
HEREON AND AGREES THAT DEKALB COUNTY SHALL NOT BE LIABLE TO HIM/HER, HIS/HER HEIRS,  
SUCCESSORS OR ASSIGNS FOR ANY CLAIMS OR DAMAGES RESULTING FROM THE CONSTRUCTION OR  
MAINTENANCE OF CROSS DRAIN EXTENSIONS, DRAINS, STRUCTURES, STREETS, CULVERTS, CURBS OR  
SIDEWALKS, THE CHANGING OF COURSES OF STREAMS AND RIVERS, FLOODING FROM NATURAL CREEKS  
AND RIVERS, SURFACE WATERS AND ANY OTHER MATTER WHATSOEVER. I FURTHER WARRANT THAT I  
HAVE THE RIGHT TO SELL AND CONVEY THE LAND ACCORDING TO THIS PLAT AND DO HEREBY BIND MYSELF  
AND OWNERS SUBSEQUENT IN TITLE TO DEFEND BY VIRTUE OF THESE PRESENT.

IN WITNESS WHEREOF, I HAVE HEREUNTO SET MY HAND THIS 26 DAY OF September, 2008.

*[Signature]*  
WITNESSES: Scott R. Jones  
Brian M. Murrat, P.E., GA #27454

BILL GRANT PROPERTIES, INC.  
Owner  
By: *[Signature]*  
MARGARET A. GRANT  
Corporate Secretary

I CERTIFY THAT THIS PROJECT MEETS THE DEKALB COUNTY STORMWATER QUALITY  
REQUIREMENTS PER THE DEVELOPMENT ORDINANCE SECTION 14-42.

*[Signature]* 9/16/08  
BRIAN M. MURRAT, P.E., GA #27454  
DATE

AP# 14349

SHEET 1 OF 4  
DATE: 9-15-08  
SCALE: N.T.S.  
FILED: 2008-09-15  
JOB# 080436-037-00  
DRAWN BY: JAL

THIS PLAT IS NOT VALID UNLESS IT BEARS  
THE SIGNATURE OF THE SURVEYOR AND THE  
SEAL.

NO.	DATE	DESCRIPTION

FINAL SUBDIVISION PLAT  
FOR:  
**BOXWOOD**  
LOCATED IN:  
LAND LOT 351  
18TH DISTRICT  
DEKALB COUNTY, GEORGIA

**Rochester & Associates, Inc.**  
200 Ashford Center North, Suite 100 • Atlanta, GA 30338  
(404) 252-1334 (770) 795-7100 Fax • www.rochester-assoc.com

## GENERAL NOTES

- 1/2" IRON PINS SET AT ALL LOT CORNERS.
- BOUNDARY AND TOPOGRAPHIC INFORMATION TAKEN FROM SURVEY PERFORMED BY ROCHESTER & ASSOCIATES, INC. DATED 3/28/05. REFERENCE HEREBY MADE TO SURVEY BY WAITS & BROWNING DATED JUNE 9, 1998, LAST REVISED NOVEMBER 29, 2005. BENCHMARK USED IS DEKALB COUNTY MONUMENT #202, ELEVATION 947.89.
- TOTAL AREA = 4.726 ACRES, TOTAL LOTS = 9, LOT DENSITY = 1.904 LOTS/ACRE
- THIS SUBDIVISION IS ZONED R-100 (WITH NO KNOWN CONDITIONS). THE MINIMUM LOT DESIGN STANDARDS ARE:  
 MINIMUM LOT SIZE = 15,000 SF. FOR LOTS  
 MINIMUM FRONT YARD = 35 FT.  
 MINIMUM SIDE YARD = 10 FT.  
 MINIMUM SIDE CORNER YARD = 10 FT.  
 MINIMUM REAR YARD = 10 FT.  
 MINIMUM LOT WIDTH = 100 FT.  
 CUL-DE-SAC MAXIMUM LOT WIDTH = 35 FT. AT FRONTAGE (100 FT. AT FRONT YARD SETBACK)  
 MAXIMUM BLDG. SEPARATION = 30 FT.  
 MAXIMUM BLDG. HEIGHT = 35 FT.  
 MAXIMUM FLOOR AREA = 1,000 SF.  
 PARKING SPACES PER DWELLING = 4
- A 20 FOOT EASEMENT FOR SANITARY SEWER & STORM SEWER SHALL BE CENTERED ON THE LINE AS CONSTRUCTED.
- PROVISIONS HAVE BEEN MADE FOR STREET LIGHTING.
- ACCORDING TO THE F.L.R.M. FLOOD INSURANCE RATE MAP OF DEKALB COUNTY PANEL NO. 1309900012 H, DATED MAY 7, 2001, THIS PROPERTY IS NOT LOCATED IN A FLOOD HAZARD AREA.
- STORM WATER DETENTION, STORM PIPING AND INFILTRATION AREAS TO BE MAINTAINED BY A MANDATORY HOMEOWNER'S ASSOCIATION.
- WATER AND SANITARY SEWER SERVICE TO BE PROVIDED AND MAINTAINED BY DEKALB COUNTY.
- ELECTRIC SERVICE IS UNDERGROUND.
- ALL ROADWAYS ARE PUBLIC. A 15 FOOT ACCESS, INGRESS/EGRESS AND UTILITY EASEMENT WILL BE PROVIDED ON THE INTERIOR STREETS AS SHOWN IN LIEU OF RIGHT-OF-WAY AND DEDICATED TO DEKALB COUNTY.
- THERE ARE NO STATE WATERS LOCATED ON SITE.
- THE OWNER OF THE PROPERTY IS RESPONSIBLE FOR COMPLIANCE WITH THE CORPS OF ENGINEERS REQUIREMENTS REGARDING WETLANDS.
- HYDROLOGICAL STUDY FOR BOXWOOD WAS PREPARED BY ROCHESTER & ASSOCIATES, INC., DATED JUNE 15, 2005, AND LAST REVISED OCTOBER 31, 2006.
- SIDEWALKS ARE REQUIRED FOR INTERIOR OF SUBDIVISION AND ALONG THE FRONTAGE OF CHAMBLEE DUNWOODY ROAD.
- ALL COMMON AREAS SHALL BE OWNED AND MAINTAINED BY A MANDATORY HOMEOWNER'S ASSOCIATION.
- THE DECLARATION OF COVENANTS, RESTRICTIONS AND EASEMENTS FOR BOXWOOD HAVE BEEN FILED AND RECORDED ON MARCH 10, 2008, IN DEED BOOK 20673, PAGES 130-165.
- NO WORK IN THE RIGHT-OF-WAY, INCLUDING PAVED SURFACES, PERMITTED WITHOUT WRITTEN AUTHORIZATION FROM THE DEKALB COUNTY PUBLIC WORKS DEPARTMENT.
- A 10' LANDSCAPE BUFFER EXISTS ON ALL DOUBLE FRONTAGE LOTS. EXTERNAL LOTS SHALL HAVE THE BUFFER ON THE EXTERIOR STREET FRONTAGE. INTERNAL LOTS' BUFFERS SHALL BE ON THE STREET(S) WHICH IS/ARE NOT THE PRIMARY ACCESS STREET(S) OR THE STREET TO THE REAR OF THE HOUSE.
- FOR HOMES LOCATED BELOW THE STREET, A SEWER RELIEF VALVE IS REQUIRED ON CLEAN OUT OUTSIDE EACH BUILDING AND BELOW THE LOWEST FLOOR ELEVATION. A BACKFLOW CHECK VALVE IS REQUIRED BETWEEN CLEAN OUT AND THE STRUCTURE.
- VEHICULAR ACCESS IS PROHIBITED FROM LOTS 1 & 8 TO CHAMBLEE DUNWOODY RD., LOTS 4 & 5 TO BUCKLINE WAY AND BUCKLINE CROSSING. LIMITED ACCESS SYMBOL (---)
- LOT 9 WILL DERIVE ACCESS FROM CHAMBLEE DUNWOODY ROAD ONLY.
- A 10 FT. ORANGE EASEMENT EXISTS BETWEEN ALL LOTS AND ALONG THE PERMETER BOUNDARY LINES OF THE SUBDIVISION EXCEPT WHERE SHOWN OTHERWISE.
- SUBSEQUENT BUILDERS AND DEVELOPERS OF INDIVIDUAL LOTS SHALL MAKE PROVISIONS TO CONDUIT LOT-GENERATED SURFACE WATERS TO THE DRAINAGE FACILITIES PROVIDED BY THE DEVELOPER WITHOUT UNAUTHORIZED DISCHARGE ONTO ADJACENT PROPERTIES.
- A FOUNDATION LOCATION CERTIFICATE MUST BE SUBMITTED TO DEKALB COUNTY PRIOR TO FOOTING INSPECTION FOR THE FOLLOWING LOTS. ALL EASEMENTS, BUFFERS, AND FLOOD LIMITS ON THESE LOTS MUST BE CLEARLY IDENTIFIED ON SITE AT THE TIME OF FOOTING INSPECTION. LOTS: 1, 2, 4, 5, 6, 7, 8 & 9.
- AN AS-BUILT ELEVATION CERTIFICATE IS REQUIRED PRIOR TO FRAMING ON THE FOLLOWING LOTS: 1.
- INDIVIDUAL RESIDENTIAL BUILDERS, IN A SUBDIVISION WHERE A NOTICE OF INTENT (NOI) IS REQUIRED TO COMPLY WITH FEDERAL NATIONAL POLLUTANT DISCHARGE ELIMINATION SYSTEM (NPDES) REGULATIONS, MUST ALSO FILE A NOTICE OF INTENT (NOI) AND A NOTICE OF TERMINATION (NOT) WITH THE GEORGIA DEPARTMENT OF NATURAL RESOURCES ENVIRONMENTAL PROTECTION DIVISION (EPD). A STORM WATER POLLUTION PREVENTION PLAN MUST BE DEVELOPED AND IMPLEMENTED.
- A SITE PLAN IS REQUIRED ON ALL LOTS.
- THE OWNER/DEVELOPER IS RESPONSIBLE FOR PROVIDING LONG SIDE AND SHORT SIDE WATER SERVICE LINES EXTENDED PAST OR OUTSIDE THE SIDEWALK.
- EMPTY LANDFILLS OR THE BURYING OF CONSTRUCTION DEBRIS, TREE STUMPS AND TOPS OR ANY OTHER REFUSE IS PROHIBITED EXCEPT IN M-2 INDUSTRIAL DISTRICT PER LAND DEVELOPMENT ORDINANCE CHAPTER 14, ARTICLE II, SECTION 14-37 (b) (6).
- LOTS THAT WILL REQUIRE FILL DEPTH OF TWO (2) FEET OR GREATER BETWEEN THE ROAD RIGHT-OF-WAY AND REAR BUILDING LINE AT THE TIME OF FUTURE LOT GRADING WILL REQUIRE A COMPACTION CERTIFICATION SEALED BY A REGISTERED PROFESSIONAL GEOTECHNICAL ENGINEER TO BE SUBMITTED AT THE TIME OF BUILDING PERMIT APPLICATION.
- NO LOTS SHOWN ON THE PLAT RECEIVED FILL DEPTH OF TWO (2) FEET OR GREATER BETWEEN THE ROAD RIGHT-OF-WAY AND REAR BUILDING LINE DURING THE DEVELOPMENT STAGE.

## WATER & SEWER AVAILABILITY ACKNOWLEDGEMENT

WE, THE UNDERSIGNED, HEREBY STATE THAT ALL LOTS SHOWN ON THIS PLAN FOR THE PROJECT KNOWN AS BOXWOOD LYING IN LAND LOT 351, OF THE 18TH DISTRICT, DEKALB COUNTY, GEORGIA, ARE PROVIDED WITH SERVICES FOR CONNECTION TO THE PUBLIC WATER AND SANITARY SEWER SYSTEMS.

THIS THE 26th DAY OF DECEMBER, 2008

OWNER: *[Signature]*  
 CONTRACTOR: *[Signature]*  
 B.G. GARDNER & SONS, INC.

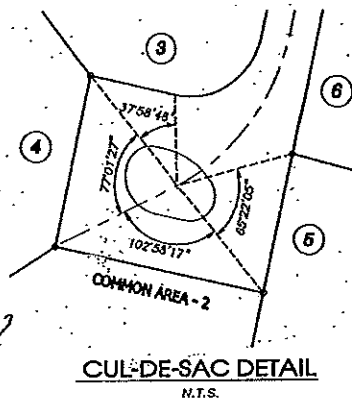
## APPROVED VARIANCES

APPLICATION A-05069

- REDUCE MINIMUM LOT FRONTAGE FROM 100' TO 71' (LOT 4) AND 62' (LOT 5).
- REDUCE FRONT YARD SETBACK FROM 35' TO 20' (LOTS 3-8) AND 30' (LOT 9).
- REDUCE CORNER SIDE YARD SETBACK FROM 35' TO 20' (LOTS 1 & 6).

NOTE: ON SEPTEMBER 13, 2005, DEKALB COUNTY APPROVED THE REDUCTION OF THE REQUIRED RIGHT-OF-WAY FOR BOXWOOD PLACE FROM FIFTY-FIVE (55) FEET WIDE TO BACK OF CURB TO BACK OF CURB (THE WIDTH VARIES).

REFER TO SHEET 3 OF 4 OF THE APPROVED SKETCH PLAT FOR THE BOARD OF COMMISSIONERS APPROVAL OF THE REDUCTION OF REQUIRED RIGHT-OF-WAY PER CODE SECTIONS 14-191-(a) AND (e), DATED SEPTEMBER 13, 2005.



AP# 14349

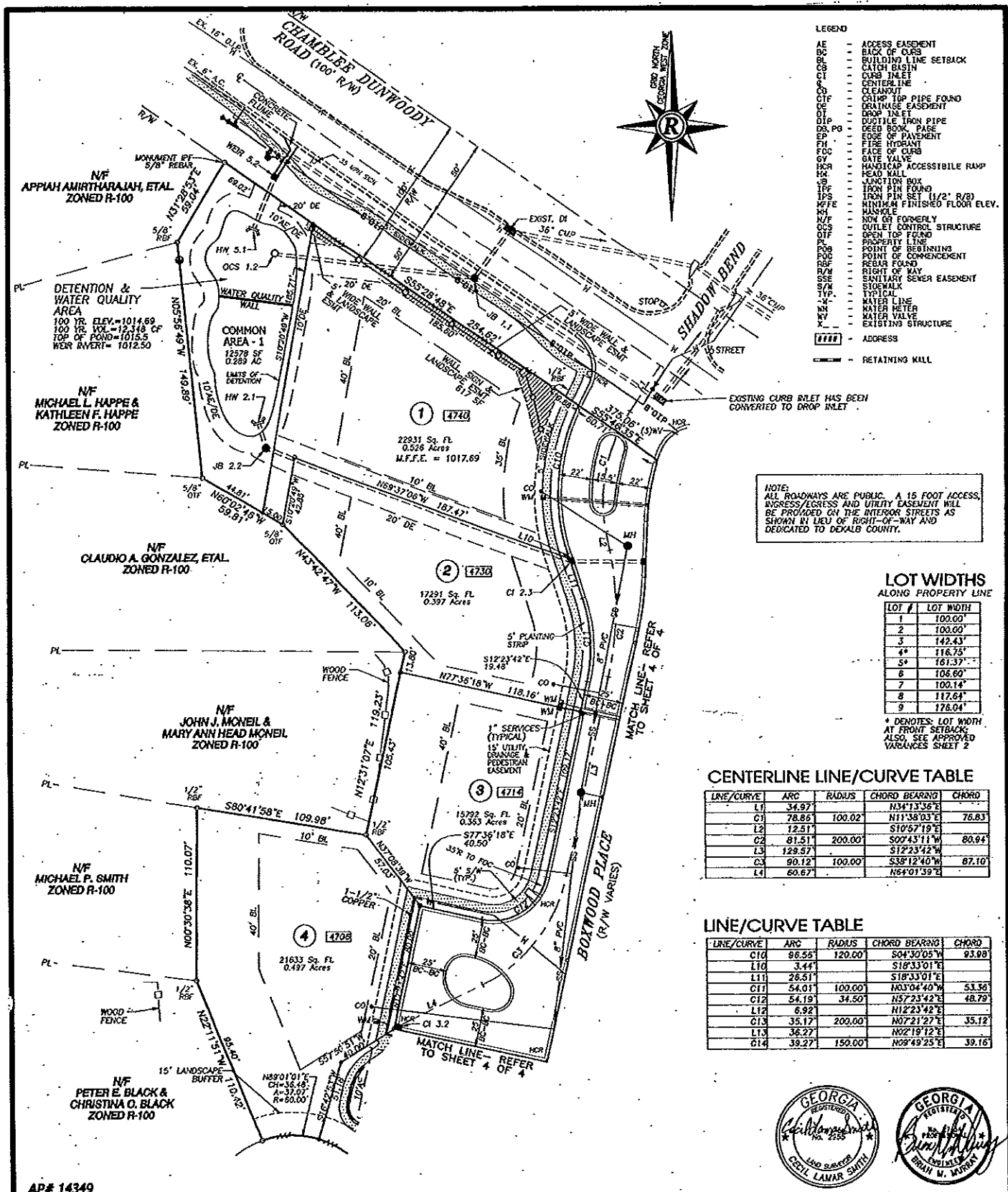
SHEET	OF
2	4
DATE: 9-15-08 SCALE: N.T.S. FILE: JAWH/CE/SL/NO JOB: 020406/CE/ST/00 DRAWN BY: JAL	

THIS PLAT IS NOT VALID UNLESS IT BEARS THE ORIGINAL SIGNATURE IN INK OF THE REGISTRANT ACROSS THE REGISTRANT'S SEAL.

NO.	DATE	DESCRIPTION

FINAL SUBDIVISION PLAT FOR	
BOXWOOD	
LOCATED IN LAND LOT 351, 18TH DISTRICT, DEKALB COUNTY, GEORGIA	

<b>Rochester &amp; Associates, Inc.</b>
200 Ashford Center North, Suite 100 • Atlanta, GA 30338 (404)252-1334 (770)395-7100 Fax • www.rochester-assoc.com



AP# 14349

SHEET 3 OF 4  
DATED 9-15-08  
SCALE: 1" = 40'  
FILE# 12404343/00  
JOB# 12404343/00  
DRAWN BY JAL

THIS PLAT IS NOT VALID UNLESS IT BEARS THE ORIGINAL SIGNATURE, IN INK, OF THE DRAFTER, AND IS NOT REPRODUCED OR COPIED IN ANY MANNER WITHOUT THE WRITTEN CONSENT OF THE DRAFTER.

GRAPHIC SCALE  
0' 20' 40' 60'

NO.	DATE	DESCRIPTION

FINAL SURVEYOR PLAT  
FOR:  
**BOXWOOD**  
LOCATED IN:  
LAND LOT 33  
18TH DISTRICT  
DEKALB COUNTY, GEORGIA

**Rochester & Associates, Inc.**  
200 Ashford Center North, Suite 100 • Atlanta, GA 30338  
(404)252-1334 (770)395-7100 Fax • www.rochester-assoc.com



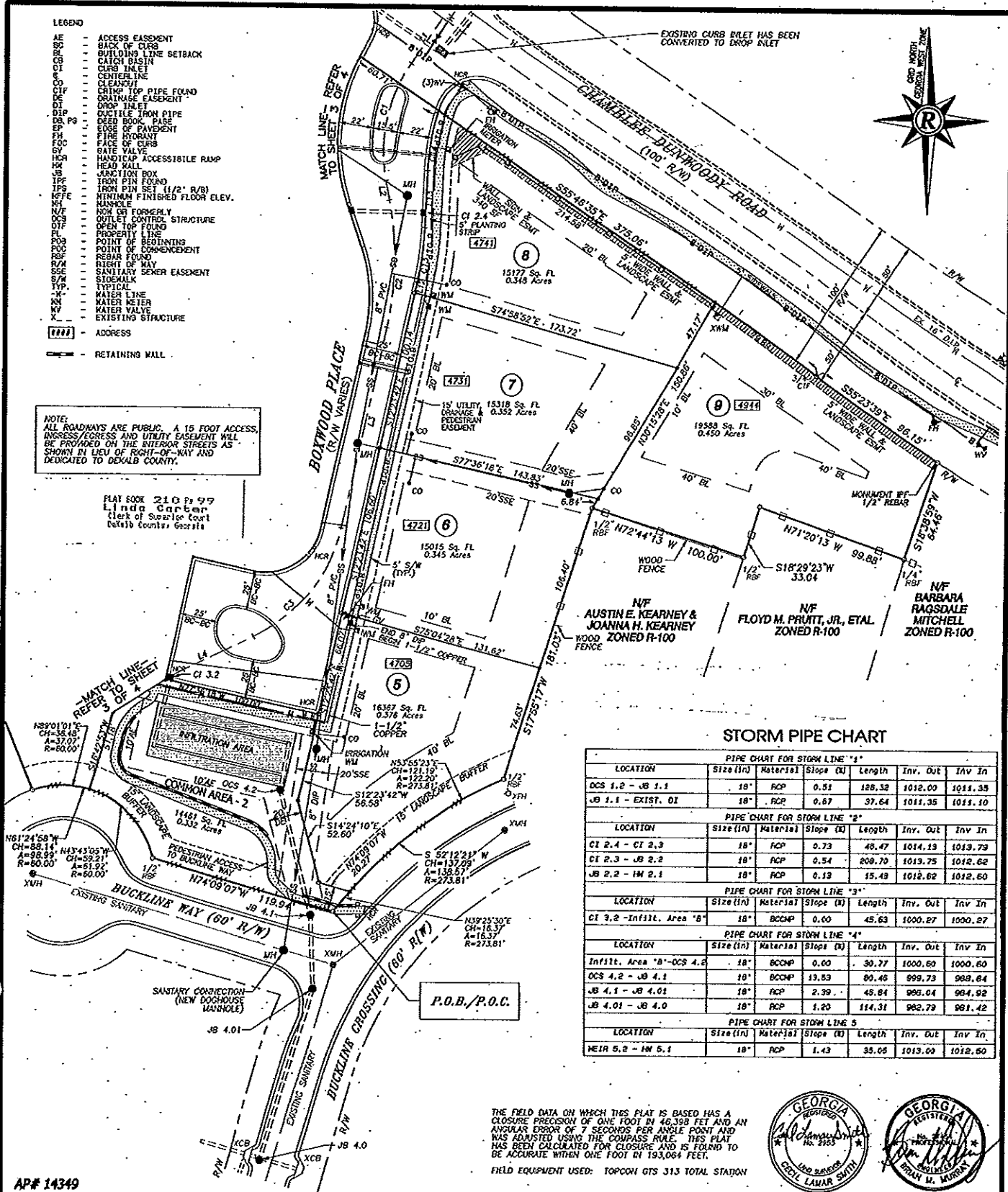
- ```

AE SC - ACCESS EASEMENT
BC SC - BACK OF CURB
CB SC - CATCH BASIN
CB SC - CATCH BASIN
CB SC - CATCH BASIN
CB SC - CENTER LINE
CO SC - CLEANOUT
CO SC - CHIMNEY TOP PIPE FOUND
DE SC - DRAINAGE EASEMENT
DE SC - DROP INLET
DE SC - DUCTILE IRON PIPE
DE PG - DEAD BOOK - PASE
EN SC - EDGE OF PAVEMENT
EN SC - ELEVATION
EN SC - FACE OF CURB
EN SC - GAGE VALVE
EN SC - HANDicap ACCESSIBLE RAMP
HW SC - HEAD WALL
HW SC - JUNCTION BOX
HW SC - IRON PIPE FOUND
JPS SC - IRON PIN SET (1/2" R/R)
NUT SC - NUTMUM FINISHED FLOOR ELEV.
NUT SC - NUT
NUT SC - NOB OR FORMALLY
NUT SC - NUT CONTROL STRUCTURE
OFL SC - OPEN
OFL SC - PROPERTY LINE
OFL SC - POINT OF BEGINNING
POC SC - POINT OF COMMENCEMENT
POC SC - REBAR FOUND
R/LN SC - RIGHT WAY
SSE SC - SANITARY SEWER EASEMENT
S/T SC - SIDEWALK
S/T SC - TO
S/T SC - WATER LINE
S/T SC - WATER MEIER
S/T SC - WATER VALVE
X SC - EXISTING STRUCTURE
X SC - ADDRESS
X SC - RETAINING WALL

```

NOTE:  
ALL ROADWAYS ARE PUBLIC. A 15 FOOT ACCESS,  
INGRESS/EGRESS AND UTILITY EASEMENT WILL  
BE PROVIDED ON THE INTERIOR STREETS AS  
SHOWN IN LIEU OF RIGHT-OF-WAY AND  
DEDICATED TO DEKALB COUNTY.

PLAY BOOK 210 P. 97  
Linda Carter  
Clerk of Superior Court  
DeKalb County, Georgia



| PIPE CHART FOR STORM LINE "1" |           |          |           |        |           |          |
|-------------------------------|-----------|----------|-----------|--------|-----------|----------|
| LOCATION                      | Size (in) | Material | Slope (%) | Length | Invr. Out | Invr. In |
| OCS 1.2 - JB 1.1              | 18"       | ACP      | 0.51      | 186.32 | 1011.09   | 1011.35  |
| JB 1.1 - EXIST. DI            | 18"       | ACP      | 0.67      | 37.64  | 1011.35   | 1011.10  |

| PIPE CHART FOR STORM LINE "2" |           |          |           |        |           |          |
|-------------------------------|-----------|----------|-----------|--------|-----------|----------|
| LOCATION                      | Size (in) | Material | Slope (%) | Length | Invr. Out | Invr. In |
| CI 2.4 - CI 2.3               | 18"       | ACP      | 0.73      | 46.47  | 1014.13   | 1013.79  |
| CI 2.3 - JB 2.2               | 18"       | ACP      | 0.54      | 208.70 | 1013.75   | 1012.62  |
| JB 2.2 - HW 2.1               | 18"       | ACP      | 0.13      | 15.49  | 1012.62   | 1012.60  |

| PIPE CHART FOR STORM LINE "3" |           |          |           |        |           |          |
|-------------------------------|-----------|----------|-----------|--------|-----------|----------|
| LOCATION                      | Size (in) | Material | Slope (%) | Length | Invr. Out | Invr. In |
| CI 3.2 - Infillt. Area "B"    | 18"       | BCCMP    | 0.00      | 45.63  | 1000.87   | 1000.27  |

| PIPE CHART FOR STORM LINE "4" |           |          |           |        |           |          |
|-------------------------------|-----------|----------|-----------|--------|-----------|----------|
| LOCATION                      | Size (in) | Material | Slope (%) | Length | Invr. Out | Invr. In |
| Infillt. Area "B" - OCS 4.2   | 18"       | BCCMP    | 0.00      | 30.77  | 1000.60   | 1000.60  |
| OCS 4.2 - JB 4.1              | 18"       | BCCMP    | 13.53     | 80.46  | 999.73    | 998.04   |
| JB 4.1 - JB 4.01              | 18"       | ACP      | 2.39      | 45.84  | 998.04    | 994.92   |
| JB 4.01 - JB 4.0              | 18"       | ACP      | 1.20      | 114.31 | 992.79    | 991.42   |

| PIPE CHART FOR STORM LINE 5 |           |          |           |        |           |          |
|-----------------------------|-----------|----------|-----------|--------|-----------|----------|
| LOCATION                    | Size (in) | Material | Slope (%) | Length | Invr. Out | Invr. In |
| MEIR 5.2 - HW 5.1           | 18"       | ACP      | 1.43      | 35.05  | 1013.02   | 1012.60  |

THE FIELD DATA ON WHICH THIS PLAT IS BASED HAS A CLOSURE PRECISION OF ONE FOOT IN 46,398 FEET AND AN ANGULAR ERROR OF 7 SECONDS PER ANGLE POINT AND WAS ADJUSTED USING THE COMPASS RULE. THIS PLAT HAS BEEN CALCULATED FOR CLOSURE AND IS FOUND TO BE ACCURATE WITHIN ONE FOOT IN 193,064 FEET.

FIELD EQUIPMENT USED: TOPCON GTS 313 TOTAL STATION



**AP# 14349**

SHEET 4 OF 4  
DATE: 8-15-08  
SCALE: 1" = 40'  
FILE: A204038.CST.MPO  
JOB: A204038.CST.00  
DRAWN BY: J.A.L.

[illegible]

FINAL SUBMISSION PLAN  
FOR  
**BOXWOOD**  
LOCATED IN  
LAND LOT 751  
18TH DISTRICT  
DEKALB COUNTY, GEORGIA

**Rochester**  
& Associates, Inc.

200 Ashford Center North, Suite 100 • Atlanta, GA 30338  
(404)252-1334 (770)395-7100 Fax • [www.rochester-assoc.com](http://www.rochester-assoc.com)

# Georgia Power Company

11675 Willis Rd - Bldg # 1  
Alpharetta, Georgia 30004  
(770) 740-7710 fax (770) 740-7670

## INVOICE

### Customer

Customer Bill Grant Homes  
Address 1711 Mount Vernon Road  
City Dunwoody State GA 30338  
PHONE (770) 394-7007

Date 11/13/2007  
Order No. 4078507  
Rep Gene Edwards  
FOB Upon Receipt

| Qty | Description                                                                                | Unit Price | TOTAL       |
|-----|--------------------------------------------------------------------------------------------|------------|-------------|
| 4   | Installation of 4 - 150w HPS Post Top Fixtures<br>Installation of 4 - 14' Fiberglass Poles | \$3,555.00 | \$14,220.00 |
|     | Boxwood S/D<br>4978 Chamblee Dunwoody Road<br>Dunwoody, Georgia 30338                      |            |             |
|     | Georgia Power Company                                                                      |            |             |

PAID  
11/13/07  
#8833

### Payment Details

- ☐ Cash  
☒ Check

|                     |             |
|---------------------|-------------|
| SubTotal            | \$14,220.00 |
| Shipping & Handling | \$0.00      |
| PD                  |             |
| Tax                 |             |
| TOTAL               | \$14,220.00 |

Office Use Only

Make checks payable to: Georgia Power Company

Questions - Please contact Gene Edwards @ (770) 740-7710

DEKALB COUNTY  
TRANSPORTATION DIVISION  
1950 WEST EXCHANGE PLACE  
4<sup>TH</sup> FLOOR  
TUCKER, GEORGIA 30084

**COPY**

Street lights are installed on the County maintained streets of DeKalb County by petition. Petitions must be signed by the property owners representing at least fifty-one percent (51%) of the total street-side footage on each street to be lighted. (Please note the percentage is for street-side footage and NOT for the number of property owners). This petition does not apply to private streets or to streets within an incorporated city.

THE PETITION PROCESS

A Petition form is on the other side of this sheet, a separate sheet is required for each street. The petition can only be signed by the property owners; all property on the street – developed or undeveloped; commercial or residential – is included and will be used in determining the percentage of street-side footage. Once a petition has been submitted to this office, no signature can be altered or removed. All signatures will be verified against the tax records for ownership; signatures of non-owners such as renters will not be accepted. After it has been determined that, the proper number of signatures have been obtained and ownership verified, a Public Hearing will be advertised. All information will be submitted to the Board of Commissioners with a recommendation that a street light district be established for your particular area. This process normally takes about three (3) months to complete after the required petition forms have been received by this office. The street lights are installed and maintained by your local power company. The installation usually takes between twelve (12) and sixteen (16) weeks after the Board of Commissioners has established the street light district.

THE COST FOR STREET LIGHTS

In areas with underground utilities, street light poles are not installed as part of the normal electrical service. Therefore, the cost of the pole installation must be paid by homeowners by the developer. At the time the petition form is submitted to this office, a check made payable to the local power company for the cost of the poles must be attached to the petition form. The actual location and quantity of poles required will be determined by the DeKalb County Street Light Coordinator and the local power company. The installation cost, which is determined by the power company serving your area\*, for the street(s) covered by this petition is \$ 14,220.00.

In addition to the cost for the installation of the street light poles listed above, there is an annual power charge assessed for these street lights. This assessment is usually between \$.28 and \$.50 per front footage per year. In the case of a corner lot where both the front and side streets are lighted, the assessment will be based on the total front footage plus any footage on the side street in excess of one hundred fifty feet (150'). On corner lots where only the side street is lighted, the assessment will be based on the side footage in excess of one hundred fifty feet (150'). This annual assessment will be included on the property owners' tax statement, and will be due at the time all other taxes are paid on the property.

ADDITIONAL INFORMATION

There are three different power companies serving DeKalb County; Georgia Power (770) 621-2437; Snapping Shoals EMC (770) 786-3484; and Walton EMC (770) 267-2505. If you need any additional information about this process, contact the DeKalb County Street Light Coordinator at (770) 492-5296.

\*For the installation cost, please contact your local power company.

- This petition form is for use by developers for streets with underground power

PETITION FOR INSTALLATION OF STREET LIGHTS  
IN DEKALB COUNTY

The undersigned property owners hereby request the DeKalb County Board of Commissioners to contract with the appropriate Public Utility Company for the installation, service and maintenance of street lights on our street( Boxwood Place ), the annual cost of service and maintenance to be assessed against the abutting property at the present rate of \$ \_\_\_\_\_ per street-side foot per year as prescribed by the DeKalb County Code of Ordinances, which requires the property owners to pay for all costs associated with the installation, service and maintenance of street lighting. It is understood this annual assessment to cover the cost of service and maintenance could change if lighting costs vary.

The one-time installation cost for fixtures is to be paid prior to the installation of the street lights directly to our local power company. This installation cost is estimated to be \$ 14,220.00.

We understand that owners of the property representing at least fifty-one percent (51%) of the total street-side footage on each affected street must sign this petition prior to submission to the DeKalb County Board of Commissioners. We further understand that no signatures can be removed or altered after the petition has been submitted.

We certify that all signatures listed below are not tenants, but owners of the property located at the address beside the signature this 23 day of October, 2007.

NOTE: Use Separate Form For Each Street:

Bill Grant Properties  
COMPANY NAME  
William D. Grant  
NAME (PRINT)  
[Signature]  
SIGNATURE  
Manager  
TITLE  
770-394-7007  
COMPANY PHONE NO:

ADDRESS OF PROPERTY OWNED  
8 lots on Boxwood Place  
Atlanta, GA 30838  
\* Street addresses currently  
unassigned.  
\* All lots owned by Bill  
Grant Properties.