



STAFF REVIEW AND RECOMMENDATION

Variance Case #: V2015-49 **Legistar #:** 20150955
Board of Zoning Appeals Hearing: Monday, November 30, 2015 – 6:00 p.m.
Property Owner: Greater Community Church of God in Christ, Inc.
406 Roswell Street
Marietta, GA 30060
Applicant: Same as above
Address: 416 Roswell Street
Land Lot: 1233 **District:** 16 **Parcel:** 0340
Council Ward: 1A **Existing Zoning:** CRC (Community Retail Commercial)

Special Exception / Special Use / Variance(s) Requested:

1. Variance to allow all required parking be provided off site. [§716.07 (A)]

Statement of Fact

As per section 720.03 of the Comprehensive Development Code of Marietta, the Board of Zoning Appeals may alter or modify the application of any such provision in the Development Code because of unnecessary hardship if doing so shall be in accordance with the general purpose and intent of these regulations, or amendments thereto, and only in the event the board determines that by such alteration or modification unnecessary hardship may be avoided and the public health, safety, morals and general welfare is properly secured and protected. In granting any variance the board of zoning appeals shall designate such conditions in connection therewith as will, in its opinion, secure substantially the objectives of these regulations and may designate conditions to be performed or met by the user or property owner, out of regard for the public health, safety, comfort, convenience, and general welfare of the community, including safeguards for, with respect to light, air, areas of occupancy, density of population and conformity to any master plan guiding the future development of the city. The development costs of the applicant as they pertain to the strict compliance with a regulation may not be the primary reason for granting a variance.

Criteria:

1. Exceptional or extraordinary circumstances or conditions *are/are not* applicable to the development of the site that do not apply generally to sites in the same zoning district.
2. Granting the application *is/is not* necessary for the preservation and enjoyment of a substantial property right of the applicant, and to prevent unreasonable property loss or unnecessary hardship.
3. Granting the application *will/will not* be detrimental or injurious to property or improvements in the vicinity of the development site, or to the public health, safety, or general welfare.

PICTURES



416 Roswell St



416 Roswell St

Recommended Action:

Approval, with a stipulation. Greater Community COGIC is requesting a variance to allow offsite parking for the property at 416 Roswell Street, zoned CRC (Community Retail Commercial). The subject property is 0.11 acres in size and contains a two-story office building. It is completely surrounded by other properties also zoned CRC. Greater Community COGIC also owns the adjacent property to the south and west, which functions as the main campus for the church.

Prior to 2011, this property functioned as a law office with parking in the front yard. However, the parking lot was removed in order to widen the road and construct sidewalks as part of the City's Roswell Road Streetscape improvements and the remaining property and building was acquired by the City. The property was then sold to Greater Community COGIC because they owned the adjacent property and could use it in conjunction with the church.

Greater Community COGIC now wishes to lease the top floor of the building to a private company, despite not having any onsite parking. City code requires parking to be provided on the same lot on which the principal use is conducted. The subject property does not contain any parking, nor does it contain enough area to provide onsite parking.

If they were to combine 416 Roswell Street with the rest of the church property to provide access to their parking, the church would lose its tax-exempt status on the entire church property. This is considered an exceptional circumstance that does not generally apply to similarly zoned sites. The church would rather pay taxes only on 416 Roswell Street and leave it as a separate parcel. Required parking for office use is calculated at one space for every 350 square feet of building area. If the top floor of the building is approximately 2,091 square feet, then 6 spaces would be required. As a result, the applicant is requesting a variance to allow these six (6) spaces be provided on their property at 59 Olive Street (a.k.a 406 Roswell Street).

The church has experienced difficulty with providing ample parking in the past. In November 2014 the church approached the Planning Commission and City Council for a Special Land Use Permit (Z2014-21) to use a handful of residentially zoned parcels they've acquired in the surrounding neighborhood for additional parking. They were only approved for one of the requested parcels – 66 Olive Street. Since the church's peak parking time is on Sunday mornings, the loss of six spaces on weekdays should not create any additional parking issues.

However, given that the church could choose to sell this property at some time in the future, the parking that is to be designated for this building should be identified by an easement on the plat. ***As a result, staff recommends approval of this variance request with the stipulation that six (6) parking spaces shall be designated by an easement on the plat for this parcel.***



Department of Development Services
 205 Lawrence Street
 Marietta, Georgia 30060
 Brian Binzer, AICP, Director
 Phone (770) 794-5440

APPLICATION FOR VARIANCE OR APPEAL
 (Owner/Applicant/or Representative must be present at all public hearings)

Application #: V2015-49 Hearing: 11-30-15 Legistar # _____

This is a variance/appeal application for: PZ #: _____

Board of Zoning Appeals

City Council

Owner's Name Greater Community Church Of God In Christ, Inc.

Address 406 Roswell Street, Marietta, GA Zip Code: 30060

Telephone Number: 770.590.8510 Email Address: info@gc-cogic.com

COMPLETE ONLY IF APPLICANT IS NOT OWNER:

Applicant _____

Address _____ Zip Code: _____

Telephone Number _____ Email Address: _____

Address of property for which a variance or appeal is requested:
416 Roswell Street Date of Acquisition: 04/2012

Land Lot (s) 12330 District 16 Parcel 0340 Acreage .119 Zoned CRC Ward 6 FLU CAC
1A

List the variance(s) or appeal requested (please attach any additional information):
Var. to allow offsite parking

- Required Information**
- Application fee (\$250)
 - Completed notarized application. **The original application must be submitted with ALL original signature(s) – Copies of the application or signature(s) will NOT be accepted.**
 - Legal description of property. **Legal description must be in a WORD DOCUMENT.**
 - Letter describing the reason for the variance request, stating why strict adherence to the code would result in a particular hardship (as distinguished from a mere inconvenience or desire to make more money).
 - Site plan – drawn to scale. Site plans must illustrate property lines and all relevant existing information and conditions in addition to proposed additions or modifications within the referenced property lines of the tract(s).
 Copies Required: One (1) - (8 1/2" x 11") or (11" x 17") drawn to scale.
 If Plat size (24"x 36"), then 25 copies REQUIRED.
 - Copy of current tax bill showing payment or documentation certified by the City of Marietta Tax Office.
 - Documentation authorizing applicant to submit application by property owners if applicant is not owner.

Note: The Department of Development Services reserves the right to obtain additional information that reasonably may be required in order that an informed decision may be made.

OVER



October 2, 2015

TO WHOM IT MAY CONCERN:

The submission of this letter comes to you on behalf of the Board Directors of Greater Community Church Of God In Christ, Inc.

Greater Community purchased 416 Roswell Street from the City of Marietta in 2012. At the time of purchase, it was our understanding that the parking spaces in front of the building was alleviated and converted to "green space". (A decision that could not be changed.) We were the best candidates for purchase of the building as the parking lot adjacent to the building was owned by Greater Community.

We are a vibrant and growing ministry in the city; however, we have determined that utilization of the entire building is not as great as we anticipated. Subsequently, we have considered the option of renting the top floor. It is the understanding of the Board of Directors that we will be liable for both city and county taxes in 2016.

In order to make this happen, it is my understanding that we have two options:

- a) Combine the parcel with the church parcel, or
- b) Apply for a variance.

According to the Cobb County Tax Assessor's Office, if we choose to combine the parcel with the church, we run the risk of losing our exempt status on the church which is not an option. Therefore, applying for the variance is the best way for us to pursue this matter.

We are requesting "special permission" that would allow us to provide the tenant with a letter granting the use of 6 parking spaces on our parking lot to accommodate their parking needs.

Our application and fee in the amount of \$250.00 are enclosed. If you have questions or concerns, please contact me at 404.210.2114.

Sincerely,

W. Pearl Freeman
Board Chairperson

TO: Marietta Daily Journal
FROM: City of Marietta
RUN DATE: November 13, 2015

PUBLIC NOTICE OF VARIANCES

The City of Marietta hereby gives notice that a public hearing will be held to give consideration to the following variance requests. The Board of Zoning Appeals will consider the following requests on **Monday, November 30, 2015 at 6:00 P.M.**, City Hall. Anyone wishing to attend may do so and be heard relative thereto.

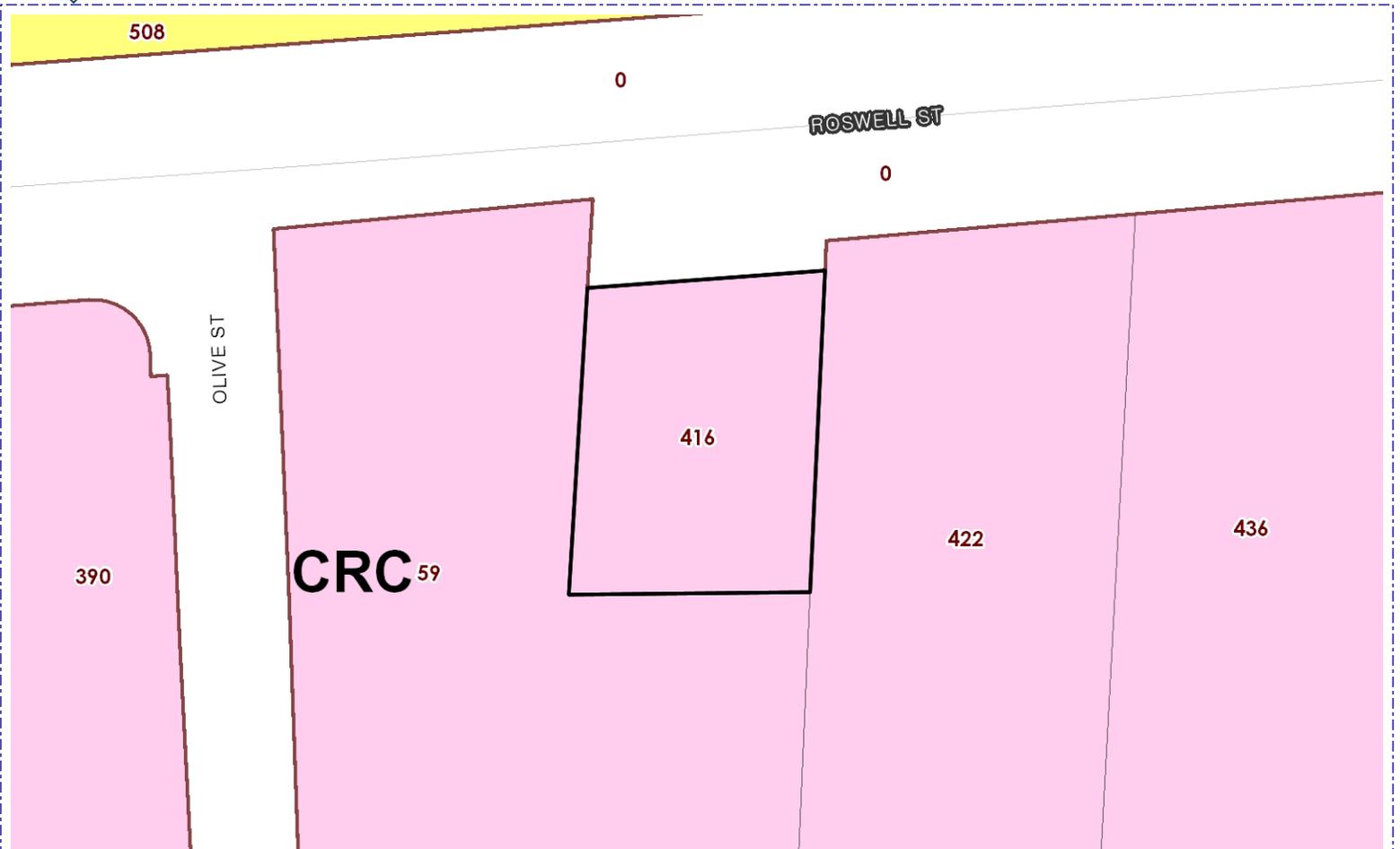
V2015-49 [VARIANCE] GREATER COMMUNITY COGIC INC is requesting a variance for property located in Land Lot 1233, District 16, Parcel 0340, 2nd Section, Marietta, Cobb County, Georgia and being known as 416 Roswell Street. Variance to allow all required parking be provided off site. Ward 1A.

A description and plat of the property sought for the variances are on file in the Planning and Zoning Office, City Hall, and are available for inspection between 8:00 A.M. and 5:00 P.M., Monday through Friday. Anyone wishing to attend may do so and be heard relative thereto.

For additional information please call the Planning and Zoning Office (770) 794-5669.

Accessibility to Meetings: If you believe you may need the City/BLW to provide special accommodations in order to attend/or participate in any of the above meetings, please call Mr. Patrick Henley, ADA Coordinator, at 770-794-5558 (voice) or 770-794-5560 (TDD) no later than 48 hours before the date of the above meeting.

City of Marietta
205 Lawrence Street
Marietta, Georgia 30060



Address	Parcel Number	Acreage	Ward	Zoning	FLU
416 ROSWELL ST	16123300340	0.119	1A	CRC	CAC

Property Owner:	Greater Community Church of God in Christ
Applicant:	
BZA Hearing Date:	11/30/2015
Acquisition Date:	
Case Number:	V2015-49
City of Marietta Planning & Zoning	

Zoning Symbols

- Railroads
- City Limits
- Cobb County Pockets
- NA
- R1 - Single Family Residential (1 unit/acre)
- R2 - Single Family Residential (2 units/acre)
- R3 - Single Family Residential (3 units/acre)
- R4 - Single Family Residential (4 units/acre)
- RA4 - Single Family Residential - Attached
- RA6 - Single Family Residential - Attached
- RA8 - Single Family Residential - Attached
- MHP - Mobile Home Park
- PRD-SF - Planned Residential Dev. Single Family
- RM8 - Multi Family Residential (8 units/acre)
- RM10 - Multi Family Residential (10 units/acre)
- RM12 - Multi Family Residential (12 units/acre)
- RHR - Residential High Rise
- PRD-MF - Planned Residential Dev Multi Family
- NRC - Neighborhood Retail Commercial
- CRC - Community Retail Commercial
- RRC - Regional Retail Commercial
- PCD - Planned Commercial Development
- LI - Light Industrial
- HI - Heavy Industrial
- PID - Planned Industrial Development
- MXD - Mixed Use Development
- CBD - Central Business District
- OIT - Office Institutional Transitional
- LRO - Low Rise Office
- OI - Office Institutional
- OS - Office Services
- OHR - Office High Rise



508
WASHINGTON
AVE





City of Marietta

205 Lawrence Street
Post Office Box 609
Marietta, Georgia 30061

Motion Signature

File Number: 20120156

416 Roswell Street Property

Motion to accept the offer from the Greater Community Church of God in Christ for the disposition of the property at 416 Roswell Street in exchange for **\$150,000.00**, with the stipulation that the property surrenders and waives the right to use the driveway curb cut on Roswell Street.

Date March 7, 2012

Handwritten signature of R. Steve Tumlin, Jr. in cursive script, written over a horizontal line.

R. Steve Tumlin, Jr., Mayor

Handwritten signature of Stephanie Guy in cursive script, written over a horizontal line.

Stephanie Guy, City Clerk

CONTRACT FOR SALE

THIS AGREEMENT, made and entered into this 14 day of March, 2012 by and between the undersigned THE CITY OF MARIETTA, Seller, whose mailing address appears below (herein referred to as "Seller", and the undersigned Purchaser, GREATER COMMUNITY CHURCH OF GOD IN CHRIST, whose mailing address appears below (herein referred to as Purchaser), as follows:

WITNESSETH

FOR AND IN CONSIDERATION of the representations, covenants and agreements herein contained, the parties hereto agree as follows:

1. Seller agrees to sell and convey, and Purchaser agrees to purchase and take title the Property known as 416 ROSWELL STREET, Marietta, GA 30060.
2. The purchase price of the Property shall be One-Hundred Fifty Thousand and no/100 Dollars (\$150,000.00), to be paid as follows: Purchaser shall pay all cash at closing.
3. Purchaser has paid simultaneously herewith to Seller the sum of Ten Dollars (\$10.00), receipt whereof is hereby acknowledged by Seller, as earnest money, which earnest money is to be applied as part payment of the purchase price of the Property at the time of closing, or applied as otherwise set forth herein.
4. It is understood and agreed that the property is being sold and conveyed hereunder "as is, where is" and with any and all faults and latent and patent defects without any express or implied representation or warranty by seller. Seller has not made and does not make and hereby specifically disclaims (except as expressly set forth herein or in any documents to be delivered by seller at closing pursuant to section 6 hereof) any representations or warranties of any kind or character whatsoever, express or implied, with respect to the property, its condition (including without limitation, any representation or warranty regarding quality of construction, state of repair, workmanship, merchantability, suitability or fitness for any particular purpose), its compliance with environmental laws or other laws, its environmental condition, availability of access, ingress or egress, income to be derived therefrom or expenses to be incurred with respect thereto, the obligations, responsibilities or liabilities of the owner thereof, or any other matter or thing relating to or affecting the property, and seller hereby disclaims and renounces any other representation or warranty.

Buyer acknowledges and agrees that buyer is purchasing the property without relying upon any such representation, warranty, statement or other assertion, oral or written, made by seller or any representative of seller or any other person acting or purporting to act for or on behalf of seller with respect to the property, but rather is relying upon its own examination and inspection of the property.

Buyer represents that it is a knowledgeable buyer of real estate and that it is relying solely on its own expertise and that of its consultants in purchasing the property. Without limiting the generality of the disclaimers, agreements and acknowledgments contained herein, buyer further acknowledges that

seller has not made and does not make any warranties regarding (a) the truth or accuracy of any environmental site assessment; or (b) the qualifications or expertise of the respective parties conducting the environmental site assessment.

Upon the purchase of the property, buyer agrees that buyer shall be solely responsible for complying with, and covenants not to pursue seller and seller's agents, employees, officers, directors and stockholders from any and all claims, demands, liabilities and obligations of whatsoever kind or nature, direct or indirect, and whether contingent, conditional or otherwise, that are known or unknown, arising under, pursuant to, from or by reason of or in connection with any and all federal, state and local laws, statutes, ordinances, rules, regulations, permits or standards, including, but not limited to, those relating to environmental protection; hazardous or solid wastes or hazardous substances (including, but not limited to, petroleum, petroleum products and petroleum wastes; asbestos containing materials and wastes; polychlorinated biphenyl wastes, petroleum products, constituents and derivatives; asbestos; polychlorinated biphenyls; organic solvents; and metals) or any substances now or in the future subject to regulation at, on or about the property. The terms and conditions of this section shall expressly survive the closing, shall not merge with the provisions of any closing document and shall be incorporated into the limited warranty deed to be delivered by seller at closing. Buyer further acknowledges and agrees that the provisions of this paragraph were a material factor in the determination of the purchase price for the property.

5. Conveyance shall be by Quitclaim Deed subject to the conditions set forth herein.

6. Real Estate Taxes on the Property for the calendar year in which the sale is closed shall be prorated as of the date of closing.

7. The sale shall be closed on or before the 21st day of MAY, 2012, and Seller shall grant possession of the Property to Purchaser on said date.

8. Time is of the essence of this Contract.

9. This Contract shall inure to the benefit of, and be binding upon the parties hereto, their heirs, successors, administrators, executors and assigns.

10. Seller and Purchaser, respectively, acknowledge and agree that there has been no real estate broker or real estate agent associated in this transaction and that there are no broker's nor agent's fees or commissions to be paid by either party.

11. This Contract constitutes the sole and entire agreement between the parties hereto, and no modification of this Contract shall be binding unless attached hereto and signed by all parties to this agreement. No representation, promise, or inducement not included in this Contract shall be binding upon any party hereto.

12. Both parties agree that the terms and conditions of this Contract are contingent upon the approval by the Marietta City Council.

13. The Purchaser hereby surrenders and waives any right to have a curb-cut on Roswell Street and this restriction shall be placed in the deed of purchase.

ACCEPTANCE

The above proposition is hereby accepted, 4:08 o'clock p.m., on the 12 day of MARCH, 2012. This instrument shall become a binding Agreement when written acceptance is received by the Seller.

IN WITNESS WHEREOF, the parties hereto have set their hands and affixed their seals on the date set forth following their respective execution hereof.

Seller: CITY OF MARIETTA

By: R. Steve Tumlin
R. STEVE TURLIN
Mayor

By: Stephanie Guy
STEPHANIE GUY
City Clerk

Address: 205 Lawrence Street
Marietta, GA 30060

Date: 3/14/12

Purchaser: GREATER COMMUNITY
CHURCH OF GOD IN CHRIST, INC.

By: W. Pearl Freeman
Name: W. Pearl Freeman
Title: Chairman of Board of Directors

By: Calvin Darden
Name: CALVIN DARDEN
Title: Chief Operating Officer

Address: 406 Roswell St.
Marietta, GA - 30060

Date: 3-12-12

EXHIBIT "A"
LEGAL DESCRIPTION

ALL THAT TRACT OR PARCEL OF LAND LYING IN LAND LOT 1233 OF THE 16TH DISTRICT, 2ND SECTION, COBB COUNTY, CITY OF MARIETTA, GEORGIA AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT AN IRON PIN FOUND ON THE SOUTHERLY RIGHT-OF-WAY OF ROSWELL STREET A DISTANCE OF 231 FEET WEST OF THE SOUTHWEST CORNER FORMED BY THE INTERSECTION OF ROSWELL STREET AND DORAN AVENUE; RUNNING THENCE SOUTH 02 DEGREES 32 MINUTES 17 SECONDS EAST A DISTANCE OF 100.0 FEET TO A POINT; RUNNING THENCE SOUTH 86 DEGREES 00 MINUTES 00 SECONDS WEST A DISTANCE OF 65.0 FEET TO AN IRON PIN FOUND; RUNNING THENCE NORTH 02 DEGREES 32 MINUTES 17 SECONDS WEST A DISTANCE OF 100.00 FEET TO AN IRON PIN LOCATED ON THE SOUTHERLY RIGHT-OF-WAY OF ROSWELL STREET; RUNNING THENCE NORTH 86 DEGREES 00 MINUTES 00 SECONDS EAST A DISTANCE OF 65.0 FEET TO AN IRON PIN FOUND AND THE POINT OF BEGINNING. ALL AS SHOWN ON INDIVIDUAL PLAT OF SURVEY PREPARED BY MCCLUNG SURVEYING, INC., DATED NOVEMBER 8, 1994, PERRY MCCLUNG, GEORGIA REGISTERED LAND SURVEYOR NO. 1541.



February 29, 2012

Bid for Surplus Property

416 Roswell Street

Marietta, Georgia 30060

We, the Pastor and Board Members of the Greater Community Church of God in Christ located at 406 Roswell Street, Marietta Georgia do hereby submit our bid of \$150,000.00 for property located at 416 Roswell Street as advertised in the Marietta Daily Journal on February 17, and February 27, 2012.

We have attached our proposal and cost estimates for your review.

Elder Matthew L. Brown, Pastor

W. Pearl Freeman, Chairperson Board of Director's

Calvin Darden, COO

Jackie L. Worthy, CFO

Timothy Worthy, Chairman of Deacon Board

If you have questions, please contact W. Pearl Freeman at 404-210-2114 or Cal Darden at 404-808-5559.

Thanks Kindly!

416 Roswell Street



Property Summary

Conveniently located, with easy access to Cobb Parkway (US 41), North and South Marietta Parkways (SR120) and Interstate 75.

- Tax ID: 16-1233-0340
- Lot Size: 6,500 SF (Approximate)
- Zoned: Community Retail Commercial (CRC)
- FLU: Community Activity Center (CAC)
- Ward: 1A
- School District: Park Street
- Vacant Building—4,090 sf

Drive Time Demographics 2010 Estimate Source: ESRI Business Analyst

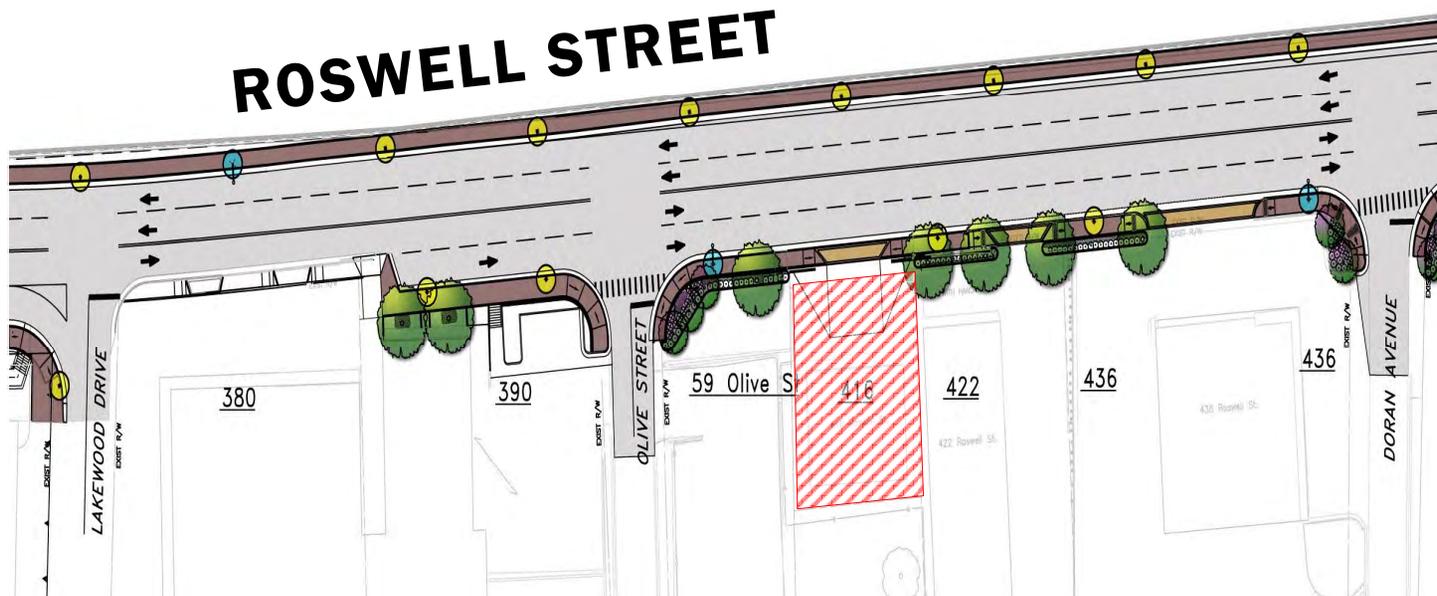
	5 Min.	7 Min.	10 Min.
Population	34,873	75,255	183,440
Households	12,929	29,114	71,416
Families	6,676	15,264	38,901
Average Household Size	2.56	2.49	2.47
Average Household Income	\$ 63,791	\$ 68,306	\$ 78,629
Per Capita Income	\$ 24,433	\$ 26,702	\$ 31,235
Median Age	31.8	31.4	32.2



CONTACT
Mr. Dan Conn, P.E.
Public Works Director
770-792-3951



416 Roswell Street



Legal Description for: Property of the City of Marietta (Tract A)

All that tract or parcel of land lying and being in Land Lot 1233 of the 16th District, 2nd Section, City of Marietta, Cobb County, Georgia, Parcel identification 16123300340 and also being 416 Roswell Street, and being more particularly described as follows:

COMMENCING at the point of intersection of the southerly right-of-way of Roswell Street, A.K.A. State Route 120 (Variable right-of-way) and the northeasterly most mitered right-of-way of Olive Street (Variable right-of-way); THENCE, leaving the mitered right-of-way of Olive Street and following the southerly right-of-way of Roswell Street on a bearing of North 85 degrees 45 minutes 43 seconds East, for 45.41 feet to a point; THENCE, leaving the southerly right-of-way of Roswell Street on a bearing of South 02 degrees 41 minutes 41 seconds East, for 9.74 feet to an X-Scribed in a rock wall; said point being the POINT OF BEGINNING.

THENCE, from the POINT OF BEGINNING on a bearing of North 86 degrees 01 minutes 52 seconds East, for 65.19 feet to an iron pin set on the common property line with Dorothy Winter (PID: 16123300400); THENCE, following the common property line with Dorothy Winter on a bearing of South 02 degrees 32 minutes 54 seconds East, for 75.99 feet to an X-Scribed in a concrete retaining wall on the common property line with Greater Community Church of God in Christ (PID: 16123300510); THENCE, leaving the common property line with Dorothy Winter and following the common property line with Greater Community Church of God in Christ on a bearing of South 85 degrees 42 minutes 52 seconds West, for 65.00 feet to an angle iron found; THENCE, North 02 degrees 41 minutes 41 seconds West, for 76.34 feet to the POINT OF BEGINNING.

The herein described parcel of land contains 4,956 Square Feet or 0.11 Acre of land, more or less. The above described property is depicted as "Tract A" on an actual survey prepared by Croy Engineering, LLC. Dated December 27, 2010, revised January 14, 2011 and certified by Donaloy Hutchins, GA RLS 2011. Said property is also subject to any and all Easements, Encumbrances and/or Restrictions of record.



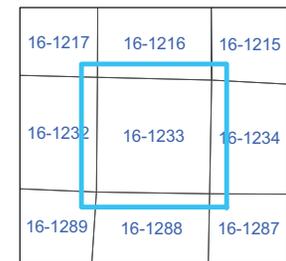
TAX MAP 16-1233

Plot Date: February 18, 2010

Legend

- Parcel Lines
- Creek Parcel Lines
- City Limit Lines
- ROW Lines
- School Tax Exempt
- Parcels Inside Landlot
- Parcels Outside Landlot
- Cobb County Parcels
- Unidentified Parcels

Reference Area:



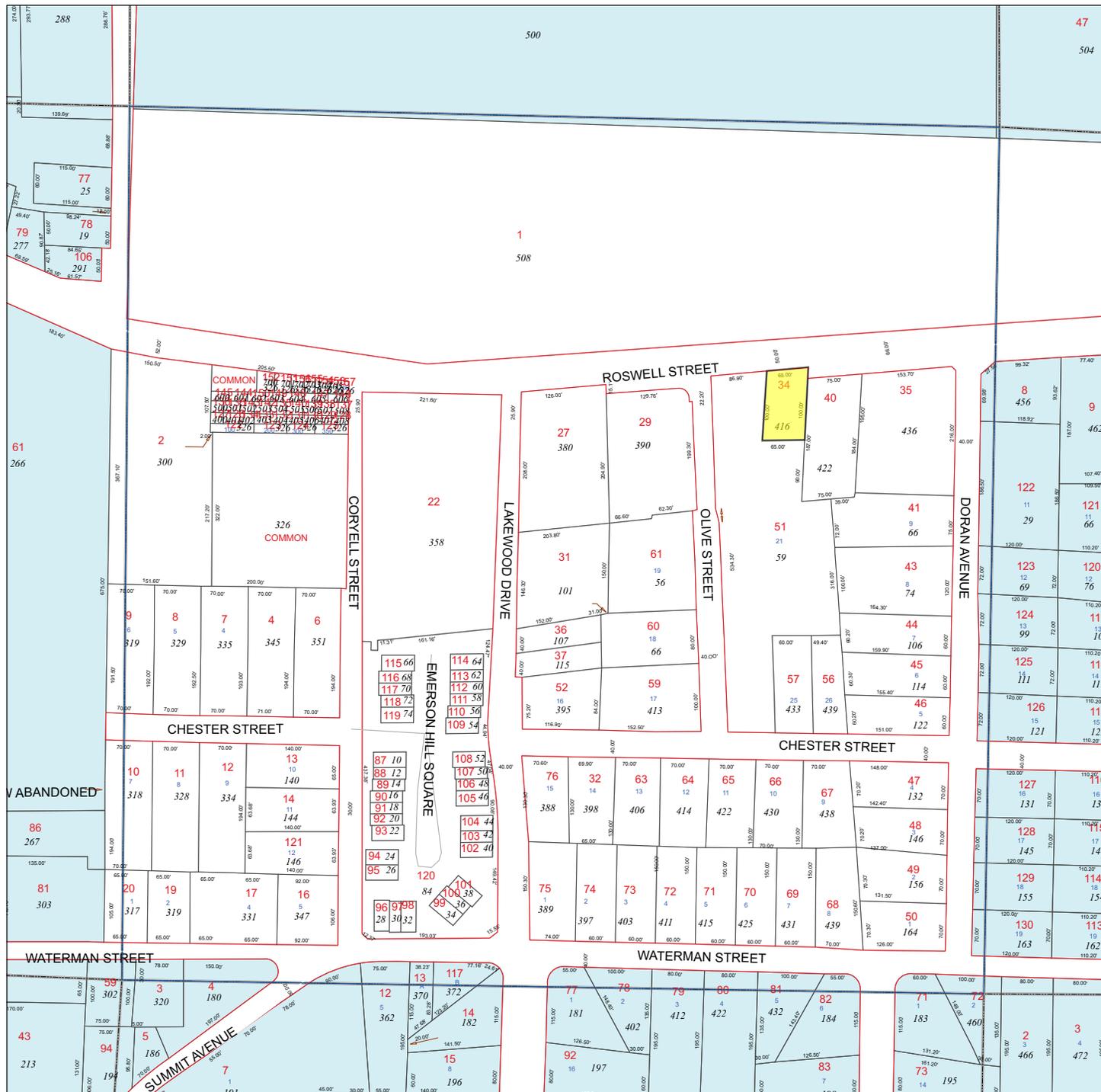
1 = 100 Feet

DISCLAIMER NOTE: This map is prepared for the inventory of real property found within this jurisdiction and is compiled from aerial photography, recorded deeds, plats, and other imagery, data and public records. Users of this map are hereby notified that the aforementioned primary public information sources should be consulted for verification of the information contained on this map. This jurisdiction, and the mapping companies involved in preparing it, assume no legal responsibilities for the information contained on this map.

Coordinate System based on Georgia State Plane System.
West Zone - NAD83

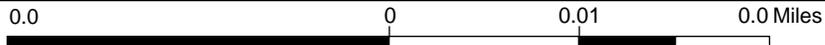


GIS Department
205 Lawrence Street - Marietta, Georgia 30060
www.mariettaga.gov





416 Roswell Street



WGS_1984_Web_Mercator_Auxiliary_Sphere
© Cobb County Georgia

This map is a user generated static output from an Internet mapping site and is for reference only. Data layers that appear on this map may or may not be accurate, current, or otherwise reliable.

THIS MAP IS NOT TO BE USED FOR NAVIGATION

1: 733



Map Notes:

Memorandum

To: Honorable Mayor and City Council
From: Daniel Conn, P.E., Public Works Director
Date: March 5, 2012
Subject: Roswell Street Improvement Project – Olive Street to Fairground Street
Tax ID: 16-12330-0340 - 416 Roswell Street

Issue: Disposition of the remnant property and building at 416 Roswell Street that was acquired for the Roswell Street Improvement Project – Olive Street to Fairground Street.

Background: The City has constructed improvements to Roswell Street from Olive Street to Fairground Street. It was identified that design modifications were necessary to address excessive parking lot grades created by the proposed design and ADA access issues. The plans were modified to provide a reasonable parking lot grade and ADA access. The revised plans were used for negotiations for a portion of the property. Due to the impacts to the property resulting from the modified design, including loss of parking, temporary loss of parking due to construction, and additional impacts due to construction, the entire property was acquired.

The final appraisal for the City using the latest design plans in February 2010 assigned an after Market Value of the remainder as **\$246,340.00**, assuming reconstruction of the parking lot to contain 5 parking spaces. To construct the 5 parking spaces, retaining walls, and extending the ADA Ramps and stairs is an estimated cost of **\$91,985.00**. The appraisal accounted for the amount of proposed parking and the square footage of the building and adjusted the value according to the proposed parking.

One offer was received by the Purchasing Department prior to the 10 a.m. March 5, 2012 deadline. The offer received was from the Greater Community Church of God in Christ in the amount of **\$150,000.00**.

Attachments:

1. Offer Letter
2. Offer Package
3. Tax Map
4. Aerial

Funding: Sales proceeds are required to be used for 2005 SPLOST Projects.

Recommendation: The Public Works Department requests direction from Council on proceeding with the disposition of said property and building. The Public Works Department recommends accepting the offer from the Greater Community Church of God in Christ for the disposition of the property at 416 Roswell Street in exchange for **\$150,000.00**.

CONTRACT FOR SALE

THIS AGREEMENT, made and entered into this _____ day of _____, 2010 by and between the undersigned THE CITY OF MARIETTA, Seller, whose mailing address appears below (herein referred to as "Seller", and the undersigned Purchaser, GREATER COMMUNITY CHURCH OF GOD IN CHRIST, whose mailing address appears below (herein referred to as Purchaser), as follows:

WITNESSETH

FOR AND IN CONSIDERATION of the representations, covenants and agreements herein contained, the parties hereto agree as follows:

1. Seller agrees to sell and convey, and Purchaser agrees to purchase and take title the Property known as 416 ROSWELL STREET, Marietta, GA 30060 .

2. The purchase price of the Property shall be One-Hundred Fifty Thousand and no/100 Dollars (\$150,000.00), to be paid as follows: Purchaser shall pay all cash at closing.

3. Purchaser has paid simultaneously herewith to Seller the sum of Ten Dollars (\$10.00), receipt whereof is hereby acknowledged by Seller, as earnest money, which earnest money is to be applied as part payment of the purchase price of the Property at the time of closing, or applied as otherwise set forth herein.

4. It is understood and agreed that the property is being sold and conveyed hereunder "as is, where is" and with any and all faults and latent and patent defects without any express or implied representation or warranty by seller. Seller has not made and does not make and hereby specifically disclaims (except as expressly set forth herein or in any documents to be delivered by seller at closing pursuant to section 6 hereof) any representations or warranties of any kind or character whatsoever, express or implied, with respect to the property, its condition (including without limitation, any representation or warranty regarding quality of construction, state of repair, workmanship, merchantability, suitability or fitness for any particular purpose), its compliance with environmental laws or other laws, its environmental condition, availability of access, ingress or egress, income to be derived therefrom or expenses to be incurred with respect thereto, the obligations, responsibilities or liabilities of the owner thereof, or any other matter or thing relating to or affecting the property, and seller hereby disclaims and renounces any other representation or warranty.

Buyer acknowledges and agrees that buyer is purchasing the property without relying upon any such representation, warranty, statement or other assertion, oral or written, made by seller or any representative of seller or any other person acting or purporting to act for or on behalf of seller with respect to the property, but rather is relying upon its own examination and inspection of the property.

Buyer represents that it is a knowledgeable buyer of real estate and that it is relying solely on its own expertise and that of its consultants in purchasing the property. Without limiting the generality of the disclaimers, agreements and acknowledgments contained herein, buyer further acknowledges

that seller has not made and does not make any warranties regarding (a) the truth or accuracy of any environmental site assessment; or (b) the qualifications or expertise of the respective parties conducting the environmental site assessment.

Upon the purchase of the property, buyer agrees that buyer shall be solely responsible for complying with, and covenants not to pursue seller and seller's agents, employees, officers, directors and stockholders from any and all claims, demands, liabilities and obligations of whatsoever kind or nature, direct or indirect, and whether contingent, conditional or otherwise, that are known or unknown, arising under, pursuant to, from or by reason of or in connection with any and all federal, state and local laws, statutes, ordinances, rules, regulations, permits or standards, including, but not limited to, those relating to environmental protection; hazardous or solid wastes or hazardous substances (including, but not limited to, petroleum, petroleum products and petroleum wastes; asbestos containing materials and wastes; polychlorinated biphenyl wastes, petroleum products, constituents and derivatives; asbestos; polychlorinated biphenyls; organic solvents; and metals) or any substances now or in the future subject to regulation at, on or about the property. The terms and conditions of this section shall expressly survive the closing, shall not merge with the provisions of any closing document and shall be incorporated into the limited warranty deed to be delivered by seller at closing. Buyer further acknowledges and agrees that the provisions of this paragraph were a material factor in the determination of the purchase price for the property.

5. Conveyance shall be by Quitclaim Deed subject to the conditions set forth herein.

6. Real Estate Taxes on the Property for the calendar year in which the sale is closed shall be prorated as of the date of closing.

7. The sale shall be closed on or before the 1st day of MAY, 2012, and Seller shall grant possession of the Property to Purchaser on said date.

8. Time is of the essence of this Contract.

9. This Contract shall inure to the benefit of, and be binding upon the parties hereto, their heirs, successors, administrators, executors and assigns.

10. Seller and Purchaser, respectively, acknowledge and agree that there has been no real estate broker or real estate agent associated in this transaction and that there are no broker's nor agent's fees or commissions to be paid by either party.

11. This Contract constitutes the sole and entire agreement between the parties hereto, and no modification of this Contract shall be binding unless attached hereto and signed by all parties to this agreement. No representation, promise, or inducement not included in this Contract shall be binding upon any party hereto.

12. Both parties agree that the terms and conditions of this Contract are contingent upon the approval by the Marietta City Council.

ACCEPTANCE

The above proposition is hereby accepted, _____ o'clock ____p.m., on the _____ day of MARCH, 2012. This instrument shall become a binding Agreement when written acceptance is received by the Seller.

IN WITNESS WHEREOF, the parties hereto have set their hands and affixed their seals on the date set forth following their respective execution hereof.

Seller: CITY OF MARIETTA

Purchaser: GREATER COMMUNITY
CHURCH OF GOD IN CHRIST, INC.

By: _____
R. STEVE TUMLIN
Mayor

By: _____
Name: _____
Title: _____

By: _____
STEPHANIE GUY
City Clerk

By: _____
Name: _____
Title: _____

Address: 205 Lawrence Street
Marietta, GA 30060

Address: _____

Date: _____

Date: _____

EXHIBIT "A"
LEGAL DESCRIPTION

ALL THAT TRACT OR PARCEL OF LAND LYING IN LAND LOT 1233 OF THE 16TH DISTRICT, 2ND SECTION, COBB COUNTY, CITY OF MARIETTA, GEORGIA AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT AN IRON PIN FOUND ON THE SOUTHERLY RIGHT-OF-WAY OF ROSWELL STREET A DISTANCE OF 231 FEET WEST OF THE SOUTHWEST CORNER FORMED BY THE INTERSECTION OF ROSWELL STREET AND DORAN AVENUE; RUNNING THENCE SOUTH 02 DEGREES 32 MINUTES 17 SECONDS EAST A DISTANCE OF 100.0 FEET TO A POINT; RUNNING THENCE SOUTH 86 DEGREES 00 MINUTES 00 SECONDS WEST A DISTANCE OF 65.0 FEET TO AN IRON PIN FOUND; RUNNING THENCE NORTH 02 DEGREES 32 MINUTES 17 SECONDS WEST A DISTANCE OF 100.00 FEET TO AN IRON PIN LOCATED ON THE SOUTHERLY RIGHT-OF-WAY OF ROSWELL STREET; RUNNING THENCE NORTH 86 DEGREES 00 MINUTES 00 SECONDS EAST A DISTANCE OF 65.0 FEET TO AN IRON PIN FOUND AND THE POINT OF BEGINNING. ALL AS SHOWN ON INDIVIDUAL PLAT OF SURVEY PREPARED BY MCCLUNG SURVEYING, INC., DATED NOVEMBER 8, 1994, PERRY MCCLUNG, GEORGIA REGISTERED LAND SURVEYOR NO. 1541.